Bajaj Allianz General Insurance Company Limited
Corporate Identity Number: U66010PN2000PLC015329. IRDAI Registration No.113
Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006
UIN: IRDAN113RP0003V02201718

BAJAJ ALLIANZ INDIVIDUAL CYBER SAFE INSURANCE POLICY

PREAMBLE

Whereas the **Insured** described in the **Policy Schedule** hereto (hereinafter called the '**Insured/ You**') has made **to Bajaj Allianz General Insurance Company Limited** (hereinafter called the "**Company/ Us**" or "**Insurer**") a proposal or **Proposal** as mentioned in the transcript of the **Proposal**, which shall be the basis of this Contract and is deemed to be incorporated herein, containing certain undertakings, declarations, information/particulars and statements, which is hereby agreed to be the basis of this Contract and be considered as incorporated herein, for the insurance Contract hereinafter contained and has paid the **Premium** specified in the **Policy Schedule** hereto as consideration for such insurance Contract, now the **Company** agrees, subject always to the **Policy Schedule** and the following terms, conditions, exclusions, and limitations of the **Policy**, and in excess of the amount of the **Deductible**, to indemnify the **Insured** against the loss in the manner and to the extent hereinafter provided.

PRECONDITION

Any **Insured Event** concerning first party losses must be first discovered by **You** during the **Period of Insurance** and reported to **Us** within the reporting period as specified in the **Policy Schedule.**

Any **Third Party Claim** must first be made against **You** during the **Period of Insurance** and reported to **Us** within the reporting period as specified in the **Policy Schedule**.

Any subsequent occurrence of **Insured Events** arising from the same original cause of first Insured Event will be deemed to be one **Insured Event**, covered at the time of the first **Insured Event** of the series, including application of **Deductible** and **Sum Insured** at that time. This applies to **Insured Events** discovered during the **Period of Insurance** and reported to **Us** within the reporting period as specified in the **Policy Schedule**.

The maximum liability of the **Company** to indemnify **You** shall not exceed the **Sum Insured/** Sub-Limit**/ Aggregate Policy Limit** as applicable.

COVERAGE

1. THEFT OF FUNDS

I. **Digital Theft of Funds**

A. **We** will indemnify **You,** up to the **Sum Insured** specified in the **Policy Schedule** for any **Direct and Pure Financial Loss** sustained by **You**

a) as a result of a **Theft of Funds** due to an unauthorized access to **Your Bank** account or **Mobile Wallets** by a **Third Party**, or

b) as a consequence of **You** being a victim of **Phishing/ Email Spoofing**,

provided that:

I. **You** report to the issuing **Bank** or the **Mobile Wallet** company within 72 hours after discovery of the **Theft of Funds**,

II. **You** provide evidence that the issuing **Bank** or the **Mobile Wallet** company is not reimbursing **You** for the **Theft of Funds**, and

III. **You** lodge a police complaint detailing the **Theft of Funds** within 72 hours upon discovery by **You**.

B. **We** will also indemnify **You** for any reasonable and necessary costs incurred by **You** for prosecution of a criminal case against the **Third Party** for committing the **Theft of Funds** or the **Phishing** or **Email Spoofing** against **You**.

and/or

II. **Physical Theft of Funds**

We will indemnify **You,** up to the **Sum Insured** specified in the **Policy Schedule** for

A) any **Direct and Pure Financial Loss** sustained by **You** due to

i) **Your** credit/ debit/ cash card or any other financial instrument issued by **Bank**, **NBFC** or **Payment System Operator** being forged and tangibly used by a **Third Party.**

ii) unauthorised access to Your telephone Sim Card, via Simjacking, possession of which is not parted from your custody on account of Theft/ being lost or misplaced.

and/or

B) any **Direct and Pure Financial Loss** sustained by **You** due to an unauthorized tangible use of **Your** credit/ debit/ cash card or any other financial instrument, issued by **Bank**, **NBFC** or **Payment System Operator,** possession of which is parted from **Your** custody on account of Theft/ being lost or misplaced.

and/or

C) any **Direct and Pure Financial Loss** sustained by **You** due to forging of **Your** signatures by Third Party on physical financial instruments to create a lien or financial liability on **You**

Direct and Pure Financial Loss in (A), (B) and (C) above shall mean financial loss resulting from:

i. money wrongfully withdrawn/debited
ii. penal charges attributed to claims admissible under A, B and C above including any remedial charges towards rectification of credit score, wherever applicable, imposed by **Bank/ NBFC/ Payment System Operator's**.
iii. reasonable and necessary costs incurred by **You** for prosecution of a criminal case against a **Third Party** for unauthorized physical use of **Your** credit/ debit/ cash card or any other financial instrument issued by **Bank**, **NBFC** or **Payment System Operator**.

and/or

D) loss of money from **Your** custody which was withdrawn by **You**, from an Automated Teller Machine (A.T.M)/ Point of Sale (POS) machine using **Your** credit/ debit/ cash card, due to a **Robbery**/ hold-up event, provided the incident occurs within two hours from its withdrawal and within the city limits and is reported to the police authorities.

and/or

E) loss suffered by **You** in event of stolen purse/wallet, provided the incident is reported to the police authorities. **Our** liability to indemnify you shall be limited to

i) replacement cost of your purse/wallet
ii) cash not exceeding sublimit of Rs. XXXX as specified in the **Policy Schedule**
iii) Cost of replacement of **Your** personal documents lost as a part of **Your** purse/wallet

Special Condition applicable to Section 1: Theft of Funds
Direct and Pure Financial Loss arising out of unauthorized physical use of credit/ debit/ cash cards or any other financial instrument issued by **Bank**, **NBFC** or **Payment System Operator** at merchant outlets, Point of Sale (POS) machines or Automated Teller Machines (ATM) on account of PIN based frauds/ skimming/ cloning shall be covered only as per terms and conditions of II above (Physical Theft of Funds) wherever opted.

2. IDENTITY THEFT

We will indemnify **You,** up to the **Sum Insured** specified in the **Policy Schedule** for

a) **Lost Wages** resulting from an **Identity Theft**, provided that:
i) **You** have reported to **Us** and to the local police within 72 hours after discovery of the **Identity Theft**, and
ii) **You** can provide a confirmation from **Your** employer that the **Lost Wages** will not be paid (wherever the amount exceeds Rs.5,000 unless otherwise specifically agreed and specified in the **Policy Schedule**).
b) reasonable and necessary costs incurred by **You** for credit monitoring services and identity monitoring on being a victim of **Identity Theft**.
c) reasonable and necessary costs incurred by **you** for prosecution of a criminal case against a **Third Party** for committing **Identity Theft**.
d) all reasonable fees, costs and expenses incurred by **You for Psychological Assistance and Treatment** resulting from an **Identity Theft**.

3. DATA RESTORATION / MALWARE DECONTAMINATION/ HARDWARE REPLACEMENT

We shall indemnify **You,** up to the **Sum Insured** specified in the **Policy Schedule**, in the aggregate, for any reasonable and necessary costs incurred by **You** after a **Cyber Incident** by involving an IT **Expert**

i) to restore **Your Data** or to decontaminate or clean **Your Personal Device** from **Malware**, to the closest possible condition in which they were immediately before the **Cyber Incident**.
ii) to replace of the entire or parts of the **Personal Devices** wherever it is beyond reasonable repair to restore, decontaminate or clean the affected **Personal Devices**

4. CYBER BULLYING, CYBER STALKING AND LOSS OF REPUTATION

a) **We** will indemnify **You,** up to the limit specified in the **Policy Schedule,** for any reasonable and necessary costs incurred by **You** for civil proceedings against a **Third Party** for committing **Cyber Bullying** or **Cyber Stalking** against **You.**
b) In case of an evident and significant **Loss of Reputation** caused by **Cyber Bullying** or **Cyber Stalking**, **We** will indemnify **You,** up to the limit specified in the **Policy Schedule,** for any reasonable and necessary costs and expenses incurred by You for an **Expert** to manage and restore **Your** reputation.

c) **We** will indemnify **You** for all reasonable fees, costs and expenses, up to the limit specified in the **Policy Schedule,** incurred by You for a necessary relocation of school of the child insured under the Policy due to a significant and ongoing **Cyber Bullying** or **Cyber Stalking**, provided that the relocation was recommended by an **Expert** or relevant authorities.

d) **We** will indemnify **You,** up to the limit specified in the **Policy Schedule,** for all reasonable fees, costs and expenses incurred by You for **Psychological Assistance and Treatment** resulting from **Cyber Bullying** or **Cyber Stalking**.

Specific Exclusion:
Any unaccounted payments made (which cannot be evidenced by a valid receipt) in connection with relocation of school under 4(c) above shall not be admissible.

5. CYBER EXTORTION

We will indemnify **You** for any reasonable and necessary costs and/or any **Ransom** (where legally permissible and subject to **Our** prior written consent), up to the limit specified in the **Policy Schedule,** incurred/paid by **You,** to resolve **Cyber Extortion.**

If so requested by Us, You must notify any relevant law enforcement authorities of the Cyber Extortion.

6. ONLINE SHOPPING

We will indemnify **You,** up to the limit specified in the **Policy Schedule,** for **Your Direct and Pure Financial Loss** due to transactions on the internet via legitimate payment card, **Mobile Wallet,** net banking etc. that **You** have been dishonestly induced to enter, by a **Third Party** by electronic means, to make a purchase of goods or services which are not delivered or rendered; provided that:

i **You** can show that **You** have made reasonable attempts to seek a recovery or refund from the **Third Party** and/or seller of the goods and services; and

ii the fraud event is reported by **You** to **Your** card issuer, payment service provider or **Bank** or other relevant entity within 48 hours of discovery by **You**; and

iii **Your** card issuer, payment service provider or **Bank** or other relevant entity refuses in writing to reimburse **You** for transactions made by **You** as a result of the fraud.

7. ONLINE SALES

We will indemnify **You,** up to the limit specified in the **Policy Schedule,** for **Your Direct and Pure Financial Loss** resulting from you selling non-commercial goods online to a dishonest or fraudulent **Third Party** buyer, where you have lost physical control of the goods but in return never have received due payment for such goods; provided that **You** can show that **You** have made reasonable attempts to seek payment or recover the delivered goods from the **Third Party** buyer or other relevant parties, including by involving the police.

8. SOCIAL MEDIA AND MEDIA LIABILITY

a) **We** will indemnify **You,** up to the limit specified in the **Policy Schedule,** against the payment of any sums for which **You** are legally liable due to **Third Party Claim** arising from any unintentional:

i) defamation,

ii) breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or

iii) breach or interference of privacy rights,

resulting from **Your Online Media Activities** including media activities in social media.

b) **We** will also reimburse, up to the limit specified in the **Policy Schedule, the Legal Costs** incurred by **You** resulting from the **Third Party Claim** as set forth in Clause 8.a) above.

9. NETWORK SECURITY LIABILITY

a) **We** will indemnify You, up to the limit specified in the **Policy Schedule,** against the payment of any sums for which **You** are legally liable due to **Third Party Claim** arising from a **Cyber Incident** on **Your Personal Devices** that **You** failed to prevent and which has caused damage, alteration, destruction or theft of **Data** or a **DoS Attack** on **Third Parties'** computer systems.

b) **We** will also reimburse, up to the limit specified in the **Policy Schedule, the Legal Costs** incurred by **You** resulting from the **Third Party Claim** as set forth in Clause 9.a) above.

10. PRIVACY BREACH AND DATA BREACH LIABILITY

a) **We** will indemnify You, up to the limit specified in the **Policy Schedule,** against the payment of any sums for which **You** are legally liable due to **Third Party Claim** arising from a **Data Breach** relating to **Confidential Information** or **Personal Data** of a **Third Party**.

b) **We** will also reimburse the **Legal Costs** incurred by **You** resulting from the **Third Party Claim** as set forth in **Clause** 10. a) above.

11. PRIVACY BREACH AND DATA BREACH BY THIRD PARTY

We will indemnify **You,** up to the limit specified in the **Policy Schedule,** against any **Legal Costs** incurred by **You** for claiming the damages

from a **Third Party** for **Data Breach** relating to **Your Confidential Information** or **Personal Data**, provided that the **Third Party** has communicated in writing to **You** or has acknowledged publicly by electronic or print media the occurrence of a **Data Breach** of **Your Confidential Information** or **Personal Data**.

12. SMART HOME COVER

We indemnify **You,** up to the limit specified in the **Policy Schedule,** for any reasonable and necessary costs incurred by **You** for the involvement of an IT **Expert** after a **Cyber Incident** to decontaminate and restore **Your Smart Home Devices**, to the closest possible condition in which they were immediately before the **Cyber Incident**.

EXCLUSIONS

We will not cover, and **We** shall not be liable to pay any claim/s made by **You** under this **Policy** arising directly or indirectly from the following:

1. **Insured Events** or circumstances that could reasonably lead to an **Insured Event** which are known by **You** prior to the inception of this **Policy**.
2. any action or omission of **You** or any misbehaviour of **You** which is intentional, malicious, dishonest, deliberate or reckless;
3. any action or omission in **Your** capacity as employee or self-employed person as well as any professional or business activity.
4. any type of war (whether declared or not), use of force or hostile act.
5. loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.
6. investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.
7. misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section 8 Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.
8. **Third Party Claims** made by one **Insured** against another **Insured**.
9. contractual liability which exceeds legal liability which would otherwise arise.
10. any costs of betterment of **Your Personal Device** or **Your Smart Home Devices** beyond the state existing prior to the **Insured Event**, unless unavoidable.
11. Any type of cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA). This exclusion shall not apply to **Section 5 – Cyber Extortion** with regards to any **Ransom** payments.
12. Gambling.
13. **Commercial, Political, Union or Religious Activities:** Any kind of losses in connection to commercial, political or union activities, the exercise of a religious function/office and/or the membership in any club/association that is salaried and/or not for leisure.
14. **Immoral/Obscene Services:** Any losses in connection with racist, extremist, pornographic or other immoral/obscene services, statements or representations provided made or committed by the **Insured**.
15. Failure, interruption, degradation or outage of infrastructure or related services of the following **Third Party** providers: telecommunication, internet service, satellite, cable, electricity, gas or water providers
16. Loss or damage to **Connected Vehicle(s)** unless specifically insured under Extension 2.

IN EVENT OF A CLAIM

1. **Reporting - You** must report as soon as is reasonably practicable and in any case not exceeding the period as specified in the **Policy Schedule**, to **Us** or to the **Incident Response Provider** any actual **Insured Event** which may give rise to a claim under this **Policy**.
2. **Assistance and Cooperation - You** shall
   a) cooperate with **Us** or the **Incident Response Provider** including preserving any **Hardware**, **Software** and **Data**,
   b) provide all documents and information and render all assistance as reasonably requested by **Us** or the **Incident Response Provider**, and
   c) assist **Us** in the conduct of suits, in making settlements, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to **You** because of their acts, errors, or omissions resulting in claim under this **Policy**.
3. **Claims against You - You** must not, without **Our** prior written consent, admit liability for, pay, settle or prejudice any **Third Party Claim**. **You** must assist **Us** in investigating, defending and settling the **Third Party Claim**, and assist any lawyer or other **Expert We** appoint on **Your** behalf to defend the **Third Party Claim**. **You** must pay the **Deductible** to any **Third Party when We** require to comply with any settlement.
   If **We** have directly paid any sums to any **Third Party** (towards **Your** indemnifications**)**, **You** must immediately reimburse **Us** for the amount of the applicable **Deductible**.

GENERAL CONDITIONS

1. **Our Liability - We** will not be liable for the **Deductible** applicable to each and every claim. **Our** liability will be in excess of any **Deductible** and subject to the **Sum Insured/**sub limit for each and every **Insured Event** or **Third Party Claim** as stated in the **Policy Schedule.**
2. **Representation and Warranty** - In issuing this **Policy We** have relied upon **Your** statements, representations and information as being true and accurate. If your statements, representations or information contain misrepresentations which were made with the actual intent

to deceive and which materially affect **Our** acceptance of the risk or the hazard assumed, **We** shall not be liable for a loss or claim related to, based upon, arising from, or in consequence of, any such misrepresentation.

3. **Preconditions - We** are only obliged to indemnify **You** in accordance with this **Policy** if **You**:
   a) make sure **Your Personal Devices** or **Smart Home Devices** are used and maintained as recommended by the manufacturer or supplier, and
   b) prevent and mitigate loss or damages covered under this **Policy** by taking reasonable and due care precautions to safeguard **Your Data, Personal Devices, and Smart Home Devices**
4. **Payment Under More Than One Section -** Any cover affecting more than one section of cover will be subject to the highest applicable **Deductible**.
5. **Subrogation.** If any payment is made under this **Policy**, **We** will be subrogated to the extent of such payment up to all **Your** rights of recovery from any **Third Party**. **You** must do all that is necessary to secure and must not prejudice such rights. Any monies recovered will be applied first to any costs and expenses made to obtain the recovery, second to any payments made by **Us**, and third to any other payments made by **You**.
6. **Other Insurance**. If there is other insurance for the same **Insured Event** this **Policy** will apply in excess of this other policy and will not contribute with this other insurance.
7. **Cancellation**
   We may cancel this **Policy** by giving **You** at least 15 days prior written notice, and if no claim has been made then **We** shall refund a pro-rata **Premium** for unexpired **Policy Period**. Under normal circumstances, **Policy** will not be cancelled by **Us** except for reasons of misrepresentation, fraud, non-disclosure of material facts or **Your** non-cooperation.

ANNUAL SHORT PERIOD CANCELLATION SCALE	
Cancellation Period (Days)	**Refund Amount as percentage of Annual Premium amount (excluding GST)**
Up to 15 days	100%
16 to 60 days	67%
61 to 90 days	59%
91 to 120 days	51%
121 to 150 days	43%
151 to 180 days	35%
181 to 365 days	Nil

This **Policy** may be cancelled by the **Insured** at any time by giving at least 15 days prior written notice to the **Company and** provided there has been no **Claim** made under the **Policy**, the **Company** will refund **Premium** according to the **Company**'s Annual short-period cancellation scale rates as mentioned below.

Note: Short Term Policies issued for a period less than one year, cannot be cancelled

Policy issued for the Period of more than 1 year, the following method shall be applied:

(i) If the request for cancellation is received in First Year, the apportioned **Premium** for subsequent years will be refunded in full and for refund of **Premium** of First Year, the above mentioned annual short period cancellation scale as mentioned hereinabove will be applied on the apportioned First Year **Premium**.

(ii) If the request for cancellation is received in subsequent year(s)
   a. the apportioned **Premium** for the completed years of the **Policy Period** will be retained in full,
   b. the annual short period cancellation scale as mentioned hereinabove will be applicable for the apportioned **Premium** of the ongoing **Policy** year,
   c. Apportioned **Premium** for the remaining unutilized years of the **Policy Period** to be refunded in full.

Note: No **Premium** refund shall be made in respect of **Policy** on which claim has been lodged by the **Insured** or a person on behalf of the **Insured**, whether such claim was admitted or repudiated.

8. Notices must be in writing and sent by e-mail, registered post or hand to the addresses stated in the **Policy Schedule** or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practical afterwards.
9. **Assignment. You** must not assign any legal rights or interests in this **Policy** without **Our** prior written consent.
10. **Variations.** Variations to this **Policy** must be agreed by the named **Insured** and **Us** in writing.
11. **Laws or regulations.** If any provision of this **Policy** conflicts with the laws or regulations of any jurisdiction in which this **Policy** applies, this **Policy** must be amended by the named insured and **Us** to comply with such laws or regulations.

12. **Severability.** Any unenforceable provision of this **Policy** will not affect any other provisions and, if practicable, will be replaced with an enforceable provision with the same or similar intent as that unenforceable provision.
13. **Third Party Rights.** No **Third Party** who is not a party to this **Policy** shall have any right to enforce any part of this **Policy**.
14. **Laws and jurisdiction.** This **Policy** will be governed by the laws as stated in the **Policy Schedule**. The courts as stated in the **Policy Schedule** will have exclusive jurisdiction for any dispute.
15. **Stacking**: During the **Policy Period**, the **Insured**(s) can be covered only under one single **Policy** (issued by **Us)** for any **Insured Event**. In case of the **Insured**(s) being covered under two or more **Policies** (issued by **Us),** covering the same **Insured Event**, the aggregate liability of the Company for such **Insured Event** shall in no case exceed the maximum **Sum Insured/**sub limit under any single **Policy**.
16. **Policy Renewal: We** shall not be bound to accept any renewal **Premium** nor give notice to the **Insured** that such renewal is due. No receipt for renewal **Premium** is valid except on the official form issued by the **Company**. Under normal, circumstances renewal will not be refused except on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the **Insured**.
17. **Fraudulent Notifications**
    If You give notice of any Loss knowing the same to be false or fraudulent, as regards amount or otherwise, such Loss shall be excluded from scope of the **Policy** and **We** reserve the right to cancel this **Policy** in its entirety and in such case **You** will lose all benefits under this **Policy** and all premium that You have paid shall be forfeited by **Us**.
18. **Sanctions/Embargoes**
    We shall not be deemed to provide cover and **We** shall not be liable to pay any Loss or Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Loss or Claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.
19. Dispute Resolution

    (Applicable only in cases where this Policy is issued under Commercial Lines of Business)
    "The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note :

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clause shall not be applicable in case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule / Policy.

DEFINITIONS

A definition in this **Policy** to the singular shall include the plural and vice versa.

1. **Aggregate Policy Limit (applicable only if opted)** – the amount stated in the **Policy Schedule** which shall be the maximum amount payable by **Us** under this **Policy** whether in respect of first party cover or **Third Party** claims or payment of any expenses including any payment made by **Us** to the **Incident Response Provider** in the aggregate for all claims during the **Period of Insurance**.
2. **Bank/ Qualified Financial Institution/ Payment System Operator** means**:**
   a) Banking Company as defined in Chapter 3A of Reserve Bank of India Act, 1934;
   b) Non-Banking Financial Company (NBFC) as defined under Reserve Bank of India Act, 1934 read with the RBI guidelines, from time to time.
   c) Entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007
3. **Confidential Information** – any form of sensitive information not publicly available, whether or not marked as 'confidential'.
4. **Connected Vehicle -** a vehicle equipped with a device connected to the internet, to allow a wireless connection or communication bidirectionally with other systems outside of the vehicle.
5. **Cyber Bullying** – any acts of:
   a) harassment (including foster personal interaction repeatedly despite a clear indication of disinterest)
   b) intimidation,
   c) defamation of character,
   d) illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication); or
   e) threats of violence,

   committed against **You** over the internet.

6. **Cyber Extortion** – any credible and unlawful threat or series of threats by a **Third Party** extortionist against **you** with the intention to cause harm or damage to **Your Data** on **Your Personal Device** or **Your Personal Device** in order to extract an extortion **Ransom** from **You** by use of coercion.
7. **Cyber Incident** – any **Malicious Act** or **Malware** occurring on **Your Personal Devices** or **Your Smart Home Devices**.
8. **Cyber Stalking** – means the repeated use of electronic communications to harass or frighten someone.
9. **Data** – any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or **Software**).
10. **Data Breach** – a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, **Personal Data** or **Confidential Information** transmitted, stored or otherwise processed on **Your Personal Devices**.
11. **Deductible** – each **Deductible** as stated in the **Policy Schedule**, being the amount which **You** must bear/incur in each and every claim/Insured Event before **We** become liable to pay under this **Policy**.
12. **Discovery Period** means the period commencing immediately after the expiry of the **Policy Period**, during which written notice may be given to the **Insurer** of a Claim arising from an **Insured Event** that has occurred prior to the expiry date of the **Policy Period** and only where Loss from such insuring clause is not partially nor wholly covered by any other insurance policy in force after the expiry date of the **Policy**.
13. **DoS Attack** – any **Malicious Act** causing total or partial disruption or unavailability of **Personal Devices or Smart Home Devices** by an overloading stream of requests, including distributed denial-of-service attacks.
14. **Email Spoofing** – any forgery or wrongful manipulation of an email so that the receiver of such a message is misled to believe that the email is real and thereby trusts the origin of such message as genuine.
15. **Expert** – any person/ legal entity/ entity
    i appointed by or in consultation with **us** and/or the **Incident Response Provider** (such as an IT, lawyer or public relations consultant).
    ii authorized by Us to carry out repairs/ replacement of **Your Personal Devices/ Smart Home Device** as applicable
16. **Family Member** shall mean the **Insured's**
    i. Legally wedded Spouse, Children
    ii. Parents/ Parents in Law permanently residing in India.
17. **Hardware** – the physical components of any **Personal Devices** used to store, record, transmit, process, read, amend or control **Data**.
18. **Identity Theft** – the theft of **Personal Data**
    i. over the internet,
    ii. from any digital device (connected to any network or otherwise) that **You** lease, own or operate and which is securely made available or accessible to You for the sole purpose of storing and processing **Your Data** and which is not accessible for the general public and or which is located at a public place.
19. **Incident Response Provider** – the legal entity stated in the **Policy Schedule**.
20. **Insured** – means the named insured as set forth in the **Policy Schedule**
21. **Insured Event** – any **Theft of Funds**, **Cyber Incident, Identity Theft, Cyber Bullying**, **Cyber Stalking**, **Cyber Extortion**, financial loss due to **Online Sale** or **Online Shopping** , and **Third-Party** claim.
22. **Legal Costs** – any costs, expenses and/or fees for **Experts**, investigations, court appearances, surveys, examination and/or procedures that are necessary for **Your** civil, administrative and/or criminal proceedings. This does not include **Your** general expenses (such as salaries and overheads).
23. **Loss of Reputation** – any adverse effect on **Your** reputation due to a publication of any digital content on the internet by a **Third Party**.
24. **Lost Wages** – any salary that was lost or not paid by **Your** employer, solely as a result of any **Insured Event**. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.
25. **Malicious Act** – any unauthorised or illegal act of a **Third Party** intending to cause harm to or to gain access to, or disclose **Data** from **Personal Devices** or **Smart Home Devices** through the use of any **Personal Device**, **Smart Home Device,** computer system or computer network including the internet.
26. **Malware** – any unauthorised or illegal **Software** or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security **Software**) designed to cause harm to or to gain access to or disrupt **Personal Devices** or **Smart Home Devices** or computer networks.
27. **Mobile Wallet** – means any online account in which **you** deposit or receive money which is denominated in a specific currency that can be spent in a (online) store.
28. **Online Media Activities** – any text, images, videos or sound distributed via **Your** website, social media presence or e-mail.
29. **Period of Insurance**- means the period commencing form **Policy** Inception Date as shown in **Policy Schedule** and terminating at the end of the **Discovery Period**.
30. **Personal Data** – any information relating to a natural person/data subject (such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) which, directly or indirectly, in combination with other information available or likely to be available with other party, is capable of identifying such person/data subject and which may be defined by applicable data protection laws in India.
31. **Personal Devices** – any devices (computers, laptops, tablets, mobile phones, etc.) used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting **Data**. The term **Personal Devices** shall not encompass any **Smart Home Devices**.
32. **Phishing** – the attempt to obtain sensitive personal information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), for malicious reasons, by masquerading as a trustworthy entity in an electronic communication.
33. **Policy** means the proposal, the **Policy Schedule**, this policy document and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
34. **Policy Period** – the duration of this **Policy** as stated in the **Policy Schedule.**

35. **Policy Schedule** - The document accompanying and forming part of the **Policy** that gives **Your** details and of **Your** insurance cover.
36. **Premium** – the amount payable by **You** as stated in the **Policy Schedule**.
37. **Psychological Assistance and Treatment** – the involvement of an accredited psychiatrist, psychologist or counsellor chosen by **You** at **Your** own discretion with the prior written consent of **Us**, not to be unreasonable withheld or delayed, to treat **You** for stress, anxiety or such similar medical conditions.
38. **Direct and Pure Financial Loss** shall mean the loss of funds belonging to the **Insured** as a consequence of the **Insured** being an innocent victim of the respective **Insured Event**.
39. **Ransom** – any money, bitcoins or other digital currency demanded by a **Third Party** in the course of a **Cyber Extortion**.
40. **Smart Home Devices** – any devices or IoT components used by **You** in **Your** household in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarming systems or fire protection systems.
41. **Software** – any digital standard, customised or individual developed program, or application held or run by a **Personal Device** that comprises a set of instructions that are capable, when incorporated in a machine readable medium, of causing a machine with information processing capabilities to indicate, perform or achieve a particular function, task or result.
42. **Sum Insured** means the amount specified in the **Policy Schedule** per **Insured Event**, which shall be **Our** maximum liability to indemnify **You** for any one claim or in the aggregate towards all claims for the said **Insured Event**.
43. **Theft of Funds** – any unauthorized electronic transfer of money, assets or any other funds.
44. **Third Party** – any person or legal entity other than the **Insured** as stated in the **Policy Schedule and Insured's Family Member**.
45. **Third Party Claim** – any written demand or assertion for compensation or damages by a **Third Party** against **You**.
46. **Underage Children** - means children below 18 years of age.
47. **We, Us** and **Our** – the **Insurer** or their agent as stated in the **Policy Schedule**.
48. **You** and **Your** means the **Insured** named in the **Policy Schedule** and any **listed Family Members** of the **Insured** as additional **Insureds** as set forth in the **Policy Schedule** which may include children.
49. **Your Personal Devices** – any **Personal Devices** owned, leased or licensed, and directly controlled by **You**.

COMPLAINTS

We do **Our** best to ensure that **Our** customers are delighted with the service they receive from Bajaj Allianz General Insurance Company Limited. If you are dissatisfied **We** would like to inform you that **We** have a procedure for resolving issues. Please include **Your Policy** number in any communication. This will help **Us** deal with the issue more efficiently. If you don't have it, please call **Our** Branch office.

First Step

Initially, **We** suggest you contact the Branch Manager / Regional Manager of the local office which has issued the **Policy**. The address and telephone number will be available in the **Policy**.

Second Step

Naturally, **We** hope the issue can be resolved to **Your** satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:
Customer Care Cell
Bajaj Allianz General Insurance Co. Ltd
GE Plaza, Airport Road, Yerawada, Pune 411 006
E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 – 25501201 /02 /05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor, “Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR – Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 – 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 – 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI - Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)

Office Details	Jurisdiction of Office Union Territory, District)
DELHI – Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD - Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 –2740363 / 2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
ERNAKULAM – Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College,M.G.Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA – Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW – Insurance Ombudsman Office of the Insurance Ombudsman,	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow,

Office Details	Jurisdiction of Office Union Territory, District)
6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
MUMBAI - Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/ 27/ 29/ 31/ 32/ 33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
NOIDA - Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA – Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE - Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

"List of Ombudsman offices established by the Central Government for redressal of grievance are also available at https://www.cioins.co.in/Ombudsman

Note: Address and contact number of Governing Body of Insurance Council:
Council for Insurance Ombudsmen,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.
E-mail: inscoun@cioins.co.in
Tel: 022 -69038800/69038812
Website: https://www.cioins.co.in

EXTENSIONS

EXTENSION 1: LOSS OF PROFESSIONAL INCOME

Save as more specifically stated elsewhere in the Policy document, on payment of additional **Premium**, **We** shall compensate You for unavoidable loss of **Your** legal professional income, on account of denial of access to **Your Professional Data / Professional Web Accounts** arising out of a Insured Event/peril covered under the **Policy**.
The maximum liability of the Company under this Extension shall be limited to the per day benefit up to a maximum number of days specified in the **Policy Schedule**.

Special Exclusion:

1. Any incidence where You are not a victim of a **Cyber Incident** including but not limited to:
   a. Outage of external networks /cloud services etc.
   b. Any event(s) not involving a Cyber attack(s) and which are beyond **Your** control.
2. The liability of the Company to compensate You shall commence only after completion of the time period as specified in the **Policy Schedule**.

Special Condition:

1) Loss of **Your** legal professional income must be quantifiable and shall not cover any consequential losses.
2) In any claim and/or action, suit or proceeding to enforce a claim for loss, the **Insured** shall bear the burden of proving that the loss is recoverable under the **Policy**, no condition or warranty has been breached. Waiver of this condition may be considered by the Company at its absolute discretion in cases where the **Company** is satisfied with the reasonability of the quantum of the claimed losses. The decision of the **Company** shall be final and binding on the **Insured**.

Definition Applicable to this Extension:

Professional Data / Professional Web Accounts means the digital **Data**/web account owned and operated by **You** in **Your** professional capacity, which is instrumental in generating **Your** regular source of legal income.

EXTENSION 2: CONNECTED VEHICLE COVER

On payment of additional **Premium**, insurance coverage under Section 2/ Section 3/ Section 5 as opted by the **Insured** shall be extended to cover digital devices of **Insured**'s **Connected Vehicle** under the scope of **Personal Devices**. Company's liability to indemnify the **Insured** for any one claim or in the aggregate shall be inclusive and limited to the **Sum Insured** applicable to the respective Section and not over and above the respective Section **Sum Insured**.

Exclusions:

1. Loss or damage to digital devices of **Connected Vehicle** not owned by the named **Insured** or listed **Family Member** insured under this **Policy**.
2. Any consequential losses or any physical damage to **Connected Vehicle** other than specifically provided for under this cover.

3. Any **Third Party** losses.

EXTENSION 3: LIABILITY ARISING OUT OF UNDERAGE CHILDREN

On payment of additional **Premium**, insurance coverage under Section 8/ Section 9/ Section 10 shall be extended to cover payment of sums for which **You** are legally liable including **Legal Cost due to Third Party Claim** arising from a **Cyber Incident** resulting from online activities on **Your Personal Devices** by an underage person (i.e. person below age of 18 years) who is a **Family Member** that **You** failed to prevent and which has caused damage, alteration, destruction or theft of **Data** or a **DoS attack** on **Third Parties'** devices.

Company's liability to indemnify the **Insured** for any one claim or in the aggregate shall be inclusive and limited to the **Sum Insured** applicable to the respective Section and not over and above the respective Section **Sum Insured/**Sub Limit **wherever applicable**.