

This Policy is effective when the accompanying Schedule is signed by an authorized representative of HDFC ERGO General Insurance Company Limited.

Policy wording, schedule and any **Endorsements** thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Words and phrases that appear in bold letters have, for the purpose of this Policy, a special meaning which can be read in the Definitions section.

In consideration of payment of the premium and receipt thereof by **Us** and in reliance upon the information provided in the proposal form and including any statements made by the **Policyholder** on behalf of **You** to **Us**, **We** will provide the insurance cover detailed in the Policy to **You** upto the limit specified in the Schedule subject to the terms and conditions of this Policy.

INSURING CLAUSE

This Policy provides protection for **You** against loss or damage during the **Period of Insurance** which arises directly from the use of the internet and results in the occurrence of **Specified Events**.

In case one loss occurrence could be classified under multiple **Specified Events** as defined herein, this Policy will only provide protection under one **Specified Event** clause and the benefits stipulated therein, as per condition specified under Part F(1) General Conditions (Applicable to All Sections) of the Policy.

A. MAIN BENEFIT

Section 1- Legal Protection

If **You** have a legal dispute over any of the **Specified Events**, **We** will provide **You** the necessary legal protection against the costs of pursuing and defending legal actions maximum up to the amount of the sub limit set forth under "Legal Protection" specified on the Policy Schedule:

- a) Professional Legal Advice
We will pay for the legal advice sought by **You** based on the laws of India.
- b) Legal Costs
We will cover **Your** legal costs to:
 - Pursue or defend any legal actions against or by the **Third Party**;
 - Remove any criminal or civil judgments wrongly entered against **You**; or
 - Challenge the accuracy or completeness of any information in a credit report.

Provided that:

1. The **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **Our** prior written consent must be obtained before any costs are incurred (which shall not be unreasonably withheld or delayed);
3. The legal action pursued / defended is within the jurisdiction of the Indian courts.

B. SPECIFIED EVENTS

Section 2 – Damage to e-Reputation

If **You** suffer damage to **Your** personal reputation which arises directly from a **Harmful Publication** (whether in the form of videos, photographs or published statements) by any **Third Party** on the internet, **We** will reimburse for the costs incurred by **You**:

- a) For the services of an IT specialist to remove and / or **Flood** such **Harmful Publication** from the internet maximum up to the amount of the sub limit set forth under "Damage to e-Reputation" on the Policy Schedule; and

For the Face – to – face consultation with a Psychologist / an accredited Psychiatrist for post – traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation **Deemed Necessary**, maximum up to the amount of the sub limit set forth under "Psychological counseling" on the Policy schedule. Any sub limit of liability available for counseling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Damage to e-reputation" on Policy Schedule; the payment by **Us** of any such sub limit of liability erodes the sub limit of liability set forth in "Damage to e-reputation" of the Policy Schedule.

Provided that:

HDFC ERGO General Insurance Company Limited. IRDAI Reg No.146
CIN : U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House, 165/166 Backbay Reclamation, H.T.Parekh Marg, Churchgate, Mumbai - 400 020.

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR within Seventy – two (72) hours upon discovering the **Harmful Publication**, giving details of the contents and specific internet sites where the **Harmful Publication** is published.

What **We** will not cover under this Section:

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Loss that occurs within the first forty – five (45) days of the inception date of this insurance cover.
2. Any non-digital media (e.g. in print), radio and television broadcast
3. Damage caused by a **Journalist**.
4. Any legal proceedings (pending or settled) with a **Third Party** prior to the commencement of this cover.

Section 3 – Identity Theft

If **Your Personal Information** is stolen over the internet, and a **Third Party** knowingly and unlawfully uses it subsequently without **Your** express consent to obtain money, goods or services, **We** will provide for reimbursement of the costs / expenses that **You** incurred maximum up to the amount of the sub limit set forth under "Identity Theft" on the Policy Schedule for /to:

- a) amend or rectify records regarding **Your** true name or identity, including but not limited to:
 - To notarize affidavits for financial institutions or credit bureau agencies to restore **Your Bank Accounts** and credit rating;
 - To re-submit loan applications which were declined solely because the lender received incorrect credit information; and
 - Costs of telephone calls, postage and bank charges to resolve the Identity Theft.
- b) Any lost wages due to time taken off from work, not exceeding 7days solely for the purpose of meeting with the relevant organizations and/or authorities to amend or rectify records as a result of an Identity Theft
 - If **You** are self - employed, lost wages will be calculated based on **Your** tax returns in the prior year and limited to wages lost within 12 months upon discovery of the Identity Theft.
- c) For the Face – to – face consultation with a Psychologist / an accredited Psychiatrist for post – traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation **Deemed Necessary**, maximum up to the amount of the sub limit set forth under "Psychological counseling" on the Policy schedule. Any sub limit of liability available for counseling service under this is part of, and not in addition to, the sub limit of liability set forth under limit mentioned in "Identity Theft" on Policy Schedule; the payment by **Us** of any such sub limit of liability erodes the sub limit of liability set forth in "Identity Theft" of the Policy Schedule.

Provided that:

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR detailing the Identify Theft within 72 hours upon discovery of Identity Theft by **You**;
3. **You** notify **Your** bank or Credit / Debit Card issuer(s) of the Identity Theft by **You** within 72 hours upon discovery of the Identity Theft by **You** (if applicable).
4. **You** provide evidence of lost wages.

All losses resulting from the same, continuous, related or repeated acts shall be treated as arising out of a single Identity Theft occurrence.

What **We** will not cover under this Section:

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Expenses incurred (e.g. loan application fees, telephone charges etc.) six (6) months after the expiry of the cover.

Section 4- Unauthorized Online Transactions

If **You** suffer loss as a direct result of the fraudulent use of **Your Bank Account** and /or **Credit/Debit Cards** and /or E-Wallets by a **Third Party** for purchases made over the internet, **We** will indemnify **You** maximum up to the amount of the sub limit set forth under "Unauthorized Online Transaction" on the Policy Schedule for:

- a) Any Unauthorized Online Transactions that are charged to **Your Credit/Debit Card** or **Bank Account** or E-Wallets that are legally unrecoverable from any other sources.
- b) Any lost wages due to time taken off from work, not exceeding 7days solely for

UIN : E@secure Insurance Policy - IRDAN125P0003V01201819
Customer Service Address: D 301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078. Customer Service No : +91 2262346234 /+91-120 6234 6234 || www.hdfceergo.com

the purpose of meeting with the relevant organizations and authority to amend or rectify records regarding **Your** true name or identity as a result of the Unauthorized Online Transactions.

- If **You** are self-employed, lost wages will be based on **Your** tax returns in the prior year and limited to wages lost within 12 months upon discovery of the theft.

- c) Costs of telephone calls, postage and bank charges to resolve the breach of payment.

Provided that:

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR detailing the Unauthorized Online Transaction within 72 hours upon discovery of the breach by **You**;
3. **You** notify to the issuing bank and/or **Credit/Debit Card** and/or E-Wallet provider within 72 hours upon discovery of the breach by **You**;
4. **You** provide evidence that the bank is not reimbursing **You** for the fraudulent transactions;
5. **You** provide evidence of lost wages.

What We will not cover under this Section:

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Reimbursement by the bank for the transaction.
2. Cash advances (or cash withdrawn through an ATM or **Bank Account**) made through **Your** stolen **Bank Accounts** and/or **Credit/Debit Cards**.

Section 5 – E-Extortion

If **You** suffer financial loss solely and directly as a result of **Extortion Threat**, **We** will reimburse **You** or pay on **Your** behalf **Extortion Loss** that **You** incur solely and directly as result of **Extortion Threat** maximum up to the amount of the sub limit set forth under “E-Extortion” on the Policy Schedule

Provided that:

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR within seventy two (72) hours upon receiving the **Extortion Threat**;
3. **You** shall use your best efforts at all times to ensure that knowledge regarding the existence of the insurance for **Extortion Loss** afforded by this policy is kept confidential, unless disclosure to law enforcement authorities is required.
4. You shall allow **Us** (or the **our** nominated representatives) to notify the police or other responsible law enforcement authorities of any **Extortion Threat**.

What We will not cover under this Section:

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Loss that occurs within the first forty five (45) days of the inception date of this insurance cover.
2. Any claim or legitimate demand or even confiscation of the assets by bonafide governmental or judicial authority.

Section – 6 Cyber Bullying or Harassment

If **You** are the victim of **Cyber Bullying** or **Harassment** by a **Third Party**, resulting in or possibly leading to lower self-esteem, increased suicidal ideation, and a variety of emotional responses including retaliating, being scared, frustrated, angry, and depressed as certified by a qualified **Psychologist / Psychiatrist** being the direct result of **Cyber Bullying** or **Harassment**, **We** will reimburse **You** maximum up to the amount of the sub limit set forth under “ **Cyber Bullying**” on the Policy Schedule for

- a) Face – to – face consultation with a Psychologist / an accredited Psychiatrist for post – traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia, eating disorders or similar serious medical condition that makes consultation **Deemed Necessary**.

Provided that:

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR detailing the perpetrators or in event of victim being a minor, an FIR following a psychological consultation or a written complaint to the school authorities.

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Event that occurs within the first 45(forty five) days of the inception date

of this insurance cover.

2. Any non-digital media (e.g. in print, radio or television broadcast)
3. Any act of government or authority putting **You** under surveillance or monitoring.
4. Any disciplinary act or related disciplinary action initiated by authorities against **You** at work place, clubs, social forums or school.
5. Any legal proceedings (pending or settled) with a **Third Party** prior to the commencement of this cover.

Section – 7 Phishing & Email Spoofing

If **You** suffer financial loss directly due to **Phishing**, we will indemnify **You** for the **Money You** lost as a direct result of **Phishing** maximum up to the amount of sub-limit set forth under “**Phishing**” on the Policy Schedule. In the event, the **Phishing** is of the nature of **Email Spoofing** as defined, **We** will indemnify **You** for the **Money You** lost, maximum up to the amount of sub-limit set forth under “**Email Spoofing**” on the Policy Schedule.

Provided that:

1. This **Specified Event** occurred on the internet during the **Period of Insurance**;
2. **You** lodge an FIR detailing the loss within 72 hours upon discovery of the loss by **You**
3. In event of **Email Spoofing**, the onus is on **You** to prove and establish that **You** had every reason to expect such email and **You** had the requirement to make payment against same

What We will not cover under this Section:

In addition to the General Exclusions, **We** will also not pay any claim in respect of:

1. Any Illegal transactions e.g bribes, commissions or illegal gratifications
2. **Phishing** resulting in revelation of personal information including passwords
3. Any payments or charges towards lottery, unexpected bequeath of wealth, or any other similar unsolicited promises or dishonest incentives

C. LIMIT OF COVER

- (a) Limit of Liability: **Our** maximum limit of liability for any one **Period of Insurance** is limited to the amount specified in item 3(a) of the Policy Schedule.
- (b) Deductible: **We** shall be liable only in excess of the Deductible stated in Item 4 of the Policy Schedule. The Deductible shall apply to all claims resulting from one event (or a series of events) occurring at the same time or from the same originating cause.

D. POLICY DEFINITIONS

Any word or expression found in the Policy and Policy Schedule have these meanings, unless otherwise defined.

1. **Bank Account** : **Your Bank Account** details including personal e-banking login name, passwords or **Bank Account** number that are issued by banks operating in India.
2. **Bank Rate** : Means Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due
3. **Credit/Debit Card** : **Your** physical **Credit/Debit Card**, **Credit/Debit Card** details or **Credit/Debit Card** numbers that are issued by banks operating in India.
4. **Cyber Bullying or Harassment** : Means an aggressive, intentional act or behavior that is carried out by a group or an individual, using electronic forms of contact, repeatedly and over time against a victim who cannot easily defend himself or herself.

Cyber bullying or harassment includes any of the following but not limited to: posting rumors about a person, sexual remarks, threats to disclose victims' personal information, or pejorative labels, internet trolling and cyber stalking.
5. **Computer System** : Means **Your** electronic data storage or computing devices including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions. Computer System shall include all kinds of digital devices including but is not limited to mobile phones, laptops, personal computers.
6. **Endorsement** : An authorized amendment to this Policy.

7. **Extortion Loss** : means any :
 - (i) monies paid by **You** with **Our** prior written consent to prevent or end an **Extortion Threat**; or
 - (ii) **Professional Fees** for independent advisors to conduct an investigation to determine the cause of an **Extortion Threat**.
8. **Email Spoofing** : means forgery of an email header so that expected and awaited message appears to have originated from a legitimate source, instead was sent by someone from somewhere other than the actual legitimate and/or trusted source.
9. **Extortion Threat** : means any threat or connected series of threats, for the purpose of demanding monies, communicated to **You** to prevent or end a **Security Threat**.
10. **Flooding; Flood** : The process of creating various e-contents (on blog posts, social networking profiles etc) to roll back the harmful information in major search engines such as Google, Yahoo, MSN.
11. **Harmful Publication** : Published information on the internet (including forums, blog postings, social media and any other websites) that undermines **Your** reputation such that the information is:
 - (a) Defamatory—an allegation of a fact that is false and injurious;
 - (b) Insulting—an offensive expression of contempt or invectiveness; or Unlawful disclosure of one's private life.
12. **Journalist** : A person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest.
13. **Money** : Any circulating medium of exchange, including but not limited to
 1. coins & paper money,
 2. gold, silver, or other metal in pieces of convenient form stamped by public authority and issued as a medium of exchange and measure of value

Any article or substance used as a medium of exchange, measure of wealth, or means of payment, such as cheques on demand or demand drafts.
14. **Deemed Necessary** : Means Psychiatric services needed to prevent, diagnose, or treat a psychological illness, injury, condition, disease, or its symptoms and that meet accepted standards of psychiatry.
15. **Occupation** : **Your** full-time or part-time gainful employment or any other work for pay or profit.
16. **Period of Insurance** : The period of cover as stated in item 2 as shown in the Policy Schedule.
17. **Personal Information** : **Your** private details (including any online authentication information) relating to **Your** identity that will allow **You** to be identified, such as:
 - Full name
 - Passport number
 - Aadhaar ID number
 - Mailing and/or home address
 - Driving license number
 - Telephone number(s) registered under **Your** name
 - Online login ID and password
 - **Credit/Debit Card** number
 - **Bank Account** number
18. **Policyholder** : The name stated in item 1(a) of the Policy Schedule.
19. **Phishing** : Fraudulent websites or emails, purporting to be from reputable companies or institutions in order to induce individuals to reveal personal information, such as usernames, passwords and credit card numbers and internet banking details.
20. **Specified Event** : An occurrence of one or more of these covered events which arises out of the use of the internet and that is attributed to the conduct of a **Third Party** and is not due to **Your** fault:
 - a) Damage to E-reputation
 - b) Identity Theft
 - c) Unauthorized Online Transactions
 - d) E-Extortion
 - e) Cyber Bullying
 - f) Phishing and E-mail Spoofing
21. **Security Threat** : means any threat conveyed over internet to demand money or goods or services from **You** by threatening to inflict harm to **Your** person, **Your** reputation, or **Your** property by making public, **Your Personal Information**/ data stored in your **Computer System** while still in your physical possession and custody or by denying **You** the access to data or information in such **Computer Systems**.
22. **Third Party** : Any person or entity who deals at arm's length with **You** and which neither controls nor is controlled by **You**. **Third Party** shall not be:
 - a) Any person covered under this Policy; or
 - b) Any person or entity who is in an employer-employee relationship with **You**; or
 - c) Any member of **Your Family** (regardless residing with **You** or not) and/or their authorized representatives.
23. **We/Us/Our/Insurer** : HDFC ERGO General Insurance Company Limited
24. **You/Your/Yourself/Insured** : The name stated in item 1(b) of the Policy Schedule.

E. GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

This Policy does not cover claims directly or indirectly caused by or arising from:

1. **Your** failure to take due care and precaution to safe guard **Your Personal Information, Bank Accounts** and/or **Credit/Debit Cards** information and internet communication.
2. Deliberate, fraudulent, Illegal or malicious acts or failure to act by **You** or intentional or knowing violation of any duty, obligation, contract, law or regulation by **You**.
3. Facts or circumstances existing prior to the commencement of this cover, which **You** knew or ought to have reasonably known to be facts or circumstances likely to give rise to a claim.
4. **Your** business activities (including but not limited to e-trading and blogging where **You** receive remuneration or benefits in any form), **Occupation** or political affiliations.
5. Loss that **You** have directly or indirectly and intentionally created or endorsed by **You**.
6. Any unexplained loss or mysterious disappearance.
7. Any loss or damage caused by the order of any government authority.
8. Consequential loss or damage of any kind including loss suffered by any **Third Party**.
9. Any claim in connection with the ownership, driving or use of a motor vehicle.
10. Fees and costs incurred before acceptance of a claim.
11. Any claims made in connection: failure or interruption, caused by whatsoever reason, of access to a Third Party infrastructure or service provider, including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
12. Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency"
13. Any claim reported to **Us** more than six (6) months after the occurrence of the **Specified Event**.
14. Any damage to or destruction of any tangible property, including loss of use thereof.
15. Any liability under any contract, agreement, guarantee or warranty assumed or accepted by except to the extent that such liability would have attached to **You** in the absence of such contract, agreement, guarantee or warranty.
16. Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property.
17. War, Terrorism, looting and Governmental Acts.

18. Any losses or liabilities connected with any inherent product defect/wear and tear or any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, and the like.
19. Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wire tapping, audio or video recordings or telephone marketing.

In case of any claim under this Policy or any of its individual coverage no refund of premium shall be allowed

Table of Short 'Period Scales	
Period of Risk (Not Exceeding)	Annual Premium Rate (%)
1 month	15% of the Annual rate
2 month	30% of the Annual rate
3 month	40% of the Annual rate
4 month	50% of the Annual rate
5 month	60% of the Annual rate
6 month	70% of the Annual rate
7 month	75% of the Annual rate
8 month	80% of the Annual rate
9 month	85% of the Annual rate
For a period exceeding 9 months	The full Annual rate.

F. GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS)

You must comply with the following conditions to have the full protection of **Your** Policy. It is a condition precedent to **Our** liability that **You** or any one claiming indemnity or benefit complies with the terms and conditions of this Policy.

1. **Triggering Multiple Specified Event**
Where one loss occurrence triggering multiple **Specified Events**, in such case **Specified Events** having highest sub limit will be payable.
2. **Changes in Your circumstances**
You must notify **Us** as soon as possible in writing of any change in **Your** circumstances which may affect this insurance cover. **We** will advise **You** if there is any additional premium payable by **You**.
3. **Taking Reasonable Precautions**
You must take due care and reasonable precautions to safeguard **Your Personal Information**, details of **Your Bank Accounts** and/or **Credit/Debit Cards** and internet communications. **You** should also take all practical measures to minimize claims. Such measures include but are not limited to not sharing sensitive account information, regular data backup, logins, PIN/TAN and Personal Information with Third Parties, securing physical access to devices, only installing legal software from trusted sources such as manufacturer app-stores and maintaining an updated and secure state of their software and operating systems as recommended by the manufacturer. **You** have to keep **Yourself** informed of further recommendations and alerts made from time to time by **Us**, **Your** Bank, Social Networks, other service providers or software manufacturers, as well as relevant authorities such as the police, CERT-IN and RBI."
4. **Fraud**
You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:
 - Make a claim under the Policy knowing the claim to be false or fraudulently inflated;
 - Cause any loss or damage by **Your** willful act or with **Your** knowledge;
 - Send **Us** a document to support a claim knowing the document to be forged or false in anyway; or
 - Make a statement to support a claim knowing the statement to be false in anyway,

We will not pay the claim and all cover under the Policy will be forfeited and would render the policy void at **Our** sole discretion and which would result in denial of insurance benefits under this policy. **We** also reserve the right to recover from **You** the amount of any claim **We** have already paid under the Policy.

5. **Cancellation**
This policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the policy Schedule.

You may cancel this Policy at any time by sending fifteen (15) days notice in writing to **Us** or by returning the Policy and stating when thereafter cancellation is to take effect. In the event of such cancellation we will retain the premium for the period that this Policy has been in force and calculated in accordance with the short period rate table, provided there is no claim under this Policy during the **Period of Insurance**.

We reserve the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, mis-declaration, fraud, non-disclosure of material facts or non-cooperation by **You** or on **Your** behalf. No refund of premium shall be allowed in such cases.

Notice of cancellation will be mailed to **You** at **Your** address set forth in item 1(b) of the Policy Schedule, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

6. **Other Insurances**
In the event of an incident which results in a claim under this Policy and **You** have other insurance covering the same loss, **We** will not pay more than **Our** share, subject to the maximum Limit of Cover granted under this Policy.
7. **Subrogation**
We shall at any time be entitled to take proceedings in **Your** name (at **Our** expense) to recover, for **Our** benefit, the amount of any payment made by **Us** under this Policy and in which case, **You** must cooperate fully with **Us** in this respect and must not do anything to prejudice **Our** rights.
8. **Arbitration**
Any and all disputes concerning the interpretation or difference of the terms, exclusions or conditions contained herein is understood and agreed to by both the parties are subject to Indian law.

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) or the interpretation of a clause under this Policy (including the Schedule and **Endorsements**), such difference shall be referred to arbitration, in accordance with the [Indian] Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for **Us** to make any payment under this Policy. Such arbitration panel shall consist of one arbitrator selected by **You**, one arbitrator selected by **Us**, and a third independent arbitrator selected by the first two arbitrators in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be governed by Indian Law and the venue of arbitration shall be within India.

- (i) All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- (ii) The cost of arbitration undertaken in accordance with this section shall be borne by the parties associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- (iii) It is clearly agreed and understood that no reference to arbitration can be made if **We** have either not admitted or have disputed liability in respect of any claim under or in respect of this Policy.
- (iv) In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

It is further expressly agreed and declared that if **We** shall disclaim liability in respect of any claim and is not within 12 calendar months from the date of such disclaimer be made the subject matter of a suit or proceeding before a Court of law or any other forum, it shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. **Claims**
In the event of a claim, and to report a claim upon discovery of an occurrence of a **Specified Event**, **You** must give written notice to **Us** along with duly filled claim form at the address set forth in item 7 of the Policy Schedule with full details thereof, within 7days after such claim is first made. Such notice shall be effective on the date of receipt by **Us** at such address.
 - It is the duty of the **Insured** to defend Claims and arrange for legal representation, hearing, investigation and experts. **We** shall have the right to effectively associate with **You** in respect of conduct and management of the Claim to which Policy may apply, and may, at **Our** option, elect to

assume conduct of **Your** defense and /or investigation of any such claim.

- The payment of claims is dependent on **You** providing all necessary information. Upon learning of any circumstances likely to give rise to a claim, **You** must provide all relevant documents including receipts, bills and other records in support of **Your** claim.
- **You** must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without **Our** prior written authorization.
- All claims are paid in Indian Rupee. If **You** suffer a loss which is in a foreign currency, the amount will be converted into Indian Rupee at cash rate of exchange published in the currency conversion website, of Reserve Bank of India or, if it has ceased to be current, a currency conversion website selected by **Us**, on the date of the loss.
- On receipt of all required information/documents that can be considered relevant and necessary for the claim, **We** shall, within a period of 30 days offer a settlement of the claim to **You**. If, for any reasons to be recorded in writing and communicated to **You**, **We** decide to reject a claim under the policy, it shall be within a period of 30 days from the receipt of all required information/documents that are relevant and necessary for the claim.
- In the event the claim is not settled within 30 days as stipulated above, **We** shall be liable to pay interest at a rate, which is 2% above the **Bank Rate** from the date of receipt of last relevant and necessary document from **You** by **Us** till the date of actual payment.

All benefits are only payable when approved by **Us**.

* **Note** – **We** may condone delay in claim intimation/ document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the **Insured** shall not be condoned where such claims would have otherwise been rejected even if reported in time.

In the event of a claim, and to report a claim upon discovery of an occurrence of a **Specified Event**, **You** must give **Us** such information and co-operation as it may reasonably require including but not limited to:

- (a) Submission of fully completed and signed claim form
- (b) Copy of FIR lodged with Police Authorities / Cyber cell
- (c) Copies of legal notice received from any affected person/entity
- (d) Copies of summons received from any court in respect of a suit filed by an affected party/entity
- (e) Copies of invoices for expenses **You** incurred for the services of IT specialist
- (f) Copies of invoices for expenses **You** incurred in amending/ rectifying **Your Personal Information**
- (g) Evidence of **Your** consultation with **Psychologist / Psychiatrist**
- (h) Evidence of unpaid wages
- (i) Copy of **Your** last drawn monthly salary.
- (j) Evidence of expenses incurred by **You** in rectifying records regarding your identity
- (k) Copies of correspondence with bank evidencing that bank is not reimbursing **You**

10. Indian Contract Act 1872

A person or any entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Act 2001 or any similar act, common law or any provision of law in any other jurisdiction to enforce any of its terms.

11. Premium Payment

It is hereby agreed that, as a condition precedent to any liability under this Policy, any premium due must be paid and actually realised by **Us** in full. In the event of non-realisation of the premium, the Policy shall be treated as void-ab-initio

12. Clerical Error

A clerical error by **Us** shall not invalidate the insurance cover otherwise validly in force, nor continue the insurance cover otherwise not validly in

force.

13. Governing Law

This Policy shall be governed by the laws of India.

14. Assignment

No assignment of interest under this Policy shall be binding upon **Us**. **We** do not assume any responsibility for the validity of an assignment.

15. Sanctions/Embargoes

We shall not be deemed to provide cover and 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, law or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

16. Territorial scope

Where legally permissible by the law of this policy and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this policy, this policy shall apply to any Loss incurred or claims made in India, unless otherwise stated in the schedule.

17. Jurisdiction

Subject to the provisions of Clause 9, this policy is subject to the exclusive jurisdiction of the Courts of India.

18. The Proposal Form

In issuing this policy, **We** have relied on the statements and particulars in the proposal form which shall form the basis of this policy and are considered as being incorporated therein. **You** shall not conceal or misrepresent or wrongfully declare any material fact or circumstance when making any representation.

19. No Third party Rights

Notwithstanding what is stated in any Law, this policy is not intended to confer any rights or benefits on and or enforceable by any Third Party other than **You** and accordingly no Third Party shall acquire any rights in relation to or under this policy nor can enforce any benefits or claim under term of this contract against **You**.

20. Policy Renewal

We shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. **We** reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. **We**, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the **Period of Insurance**.

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell ,
HDFC ERGO General Insurance The Company Ltd.
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the the Company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance The Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),

Policy Wording

E@SECURE INSURANCE POLICY

LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo @hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Names of Ombudsman and Addresses of Ombudsmen Centers

Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD - Shri Kuldip Singh 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@ecoi.co.in	State of Gujarat and Union Territories of Dadra and Nagar Haveli and Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	State of Karnataka
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	State of Madhya Pradesh and Chattisgarh
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596465 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	State of Orissa
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	State of Tamil Nadu and Union territories – Puducherry Town and Karaikal (which are part of Union Territory of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)
GUWAHATI - Shri Kiriti .B. Saha 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@ecoi.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD - Shri I. Suresh Babu 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 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Territory of Puducherry
JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in	State of Rajasthan
ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	State of Kerala and Union Territory of (a) Lakshadweep, (b) Mahe - a part of Puducherry
KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	State of Goa and Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane
NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.

PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	States of Bihar and Jharkhand
PUNE - Shri Vinay Sah 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.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	State of Maharashtra, Area of Navi Mumbai and Thane but excluding Mumbai Metropolitan Region.