

# PROSPECTUS CYBER INSURANCE POLICY- RETAIL

With recent data breaches hitting the headlines everywhere, loss of personal data has far-reaching ramifications all over the world. Most high-profile stories in the media today address the type of data loss that impacts people on a personal level; credit card numbers, medical records, birth dates, ID/passport numbers and other private personal information. We should also be mindful of the impact from the loss of such information such as intellectual property and proprietary information, which in the hands of a competitor or even an extortionist can severely disadvantage business.

Universal Sompo's Cyber Insurance Policy is a specially designed to provide protection to customers in the event of online breach or risks emanating from use of internet.

# 1. Who should take this Policy?

Individual Basis or on Family Floater Basis. Family will consist of four individual, husband, wife, and two children

Group Platform with Employer-Employee relationship and Non Employer-Employee

## 2. What is covered under the Policy?

The Policy provides the below covers. Insured can select any one or more covers from the below list:

- i. Theft of Funds
- ii. Identity Theft
- iii. Data Restoration / Malware Decontamination
- iv. Cyber Bullying, Cyber Stalking and Loss of Reputation
- v. Cyber Extortion.
- vi. Online Shopping
- vii. Online Sales
- viii. Social Media and Media Liability
  - ix. Network Security Liability
  - x. Privacy Breach and Data Breach by Third Party
- xi. Privacy Breach and Data Breach liability
- xii. Smart Home Cover

#### 1. Theft of Funds

We will indemnify you 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, credit or debit card or **mobile wallets** by a **third party**, and
- b. as a consequence of you being a victim of phishing or email spoofing,

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## 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 report detailing the theft of funds within 72 hours upon discovery by you
- c. We will indemnify you 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.

# 2. Identity Theft

- a. **We** will indemnify **you** for any direct and pure financial losses including **lost wages** resulting from an **identity theft**, provided that:
  - i. **you** have reported to **us** and 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 are not be repaid.
- b. **We** will indemnify **you** for the reasonable and necessary costs incurred by **you** for credit monitoring services and identity monitoring.
- c. **We** will indemnify **you** for any reasonable and necessary costs incurred by **you** for prosecution of a criminal case against a **third party** for committing **identity theft** against **you**.
- d. We will pay to or on behalf of you, all reasonable fees, costs and expenses of psychological assistance and treatment resulting from an identity theft.

#### 3. Data Restoration / Malware Decontamination

We reimburse you for any reasonable and necessary costs incurred by the involvement of an IT expert after a cyber incident 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.

# 4. Cyber Bullying, Cyber Stalking and Loss of Reputation

- a. We will indemnify you 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 for any reasonable and necessary costs and expenses for an expert to manage and restore your reputation.
- c. We will indemnify you for all reasonable fees, costs and expenses for a necessary relocation of school 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 for all reasonable fees, costs and expenses of psychological assistance and treatment resulting from cyber bullying or cyber stalking.

## 5. Cyber Extortion.

We will reimburse you for any reasonable and necessary costs to resolve cyber extortion as well as any ransom you pay (where legally permissible and subject to our prior written consent). If so requested by us, you must notify any relevant law enforcement authorities of the cyber

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#### extortion.

## 6. Online Shopping

We will reimburse you for your direct and pure financial loss due to transactions on the internet via payment card or mobile wallet 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 to indemnify you for your financial loss; 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 reimburse you for your direct and pure financial loss resulting from you selling non-commercially 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 to indemnify you for your financial loss, including involvement of the police.

## 8. Social Media and Media Liability

- a. **We** will pay any sums for which **you** are legally liable arising from a **third party claim** for 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 your legal costs incurred by you resulting from the third party claim as set forth in Clause 8.a.

## 9. Network Security Liability

- a. We will pay any sums for which you are legally liable arising from a third party claim for 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 your legal costs incurred by you resulting from the third party claim as set forth in Clause 9.a.

## 10. Privacy Breach and Data Breach Liability

- a. We will pay any sums for which you are legally liable arising from a third party claim for a data breach relating to confidential information or personal data of a third party.
- b. We will also reimburse your legal costs incurred by you resulting from the third party claim as set forth in Clause 10.a.

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# 11. Privacy Breach and Data Breach by Third Party

We will reimburse your legal costs incurred by you for claims for damages filed by you against a third party for data breach relating to your confidential information or personal data, provided 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 reimburse you for any reasonable and necessary costs incurred by 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.

3. Policy can be availed for Sum insured ranging from Rs.10,000/- to Rs.10,00,000/-. The insured can opt from the Sum Insured from the below Options.

Policy holder can opt from the above coverages as per their choice and sum insured. Insurers liability will be limited to the sum insured and coverage selected by the insured.

Rs 10,000	Rs 20,000	Rs 25,000	Rs 50,000	Rs 75,000	Rs 1,00,000
Rs.1,50,000	Rs, 2,00,000	Rs. 2,50,000	Rs. 3,00,000	Rs. 5,00,000	Rs. 10,00,000
Rs. 20,00,000	Rs. 50,00,000	Rs. 1,00,00,000			

Premium chart is given below for policy sought on individual basis and family floater basis separately

#### **Individual person premium chart**

Sr.	Cover / Sum Insured	10k	20k	25k	50k	75k	.1	1.50	. 2	2.50	. 3	. 5	10	20	50	1 cr
No.	-						lac	lacs	lacs	lacs	lacs	lacs	lacs	lacs	lacs	
1	Theft of funds	211	251	268	320	357	385	426	462	489	511	586	820	1,146	1,788	2,502
2	Identity theft	66	80	85	100	112	120	135	145	152	162	185	257	360	560	783
3	Data Restoration	80	97	100	120	135	145	162	172	185	194	222	308	431	671	938
4	Cyber Bullying/ Stalking/Loss of reputation	80	97	100	120	135	145	162	172	185	194	222	308	431	671	938
5	Cyber Extortion	80	97	100	120	135	145	162	172	185	194	222	308	431	671	938
6	Online Shopping	451	542	574	689	768	826	918	991	1,051	1,103	1,262	1,765	2,469	3,854	5,394
7	Online Sales	80	97	100	120	135	145	162	172	185	194	222	308	431	671	938
8	Social Media / Media Liability	72	86	91	109	120	131	145	157	165	172	198	278	386	603	845
9	Network Security Liability	72	86	91	109	120	131	145	157	165	172	198	278	386	603	845
10	Privacy Breach and Data Breach Liability	72	86	91	109	120	131	145	157	165	172	198	278	386	603	845
11	Privacy Breach and Data Breach by Third Party	66	80	85	100	112	120	135	145	152	162	185	257	360	560	783
12	Smart Home Cover	55	68	71	85	95	102	114	122	132	137	158	226	311	474	711

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# Family Floater premium chart

Sr. No	Coverage / Sum Insured	10k	20k	25k	50k	75k	1 lac	1.50 lac	2 lacs	2.50 lacs	3 lacs	5 lacs	10 lacs	20 lacs	50 lacs	1 cr
NO							Iac	lat	iacs	iacs	iacs	iacs	iacs	iacs	iacs	
1	Theft of funds	243	288	308	368	411	443	491	531	563	588	674	943	1,318	2,055	2,877
2	Identity theft	75	92	97	115	129	138	155	166	175	186	212	295	414	645	900
3	Data Restoration	92	111	115	138	155	166	186	198	212	223	255	354	495	771	1,080
4	Cyber Bullying/ Stalking/Loss of reputation	92	111	115	138	155	166	186	198	212	223	255	354	495	771	1,080
5	Cyber Extortion	92	111	115	138	155	166	186	198	212	223	255	354	495	771	1,080
6	Online Shopping	518	623	660	792	883	951	1,057	1,140	1,208	1,269	1,451	2,029	2,840	4,432	6,203
7	Online Sales	92	111	115	138	155	166	186	198	212	223	255	354	495	771	1,080
8	Social Media/Media Liability	83	98	105	126	138	151	166	180	189	198	228	320	445	694	971
9	Network Security Liability	83	98	105	126	138	151	166	180	189	198	228	320	445	694	971
10	Privacy Breach and Data Breach Liability	83	98	105	126	138	151	166	180	189	198	228	320	445	694	971
11	Privacy Breach and Data Breach by Third Party	75	92	97	115	129	138	155	166	175	186	212	295	414	645	900
12	Smart Home Cover	63	78	82	97	109	117	131	140	152	157	182	260	357	545	817



# 4. Category of Policy and covers opted

Tie In and Section discount- If insured ops for Tie in selection, i.e. the insured only selects more than one cover from the same Option, then sectional discount would be applicable

**Scenario 1** – If Insured selects multiple covers under one single option, then the Limit of liability selected under that option will be the annual aggregate limit for all covers put together.

For example – if an Insured opts for an SI of Rs.10,000 and he has selected 5 covers under that category, then maximum limit of indemnity under the policy will be Rs.10,000/- in annual aggregate.

**Scenario 2** – If insured selects multiple covers from multiple options, then the maximum sum insured under the policy will be the highest Sum Insured selected, however it will be sub-limited for cover where lesser limit is selected from different options.

For example – If Insured selects 2 covers from SI 10,000 and one cover with SI 20,000. Then, maximum limit of indemnity shall be Rs.20,000/- in annual aggregate. However it will be sub-limited for covers where lesser limit is selected i.e. in the event of any claim, claim payment would be on the basis of the cover wise limit as selected by the Insured subject to annual aggregate limit under the policy.

If Insured Opts for Tie-in Cover, the below discounts would be applicable

Number of Covers selected	Discount %
>= 6 Coverages	37%
5 Coverages	32%
4 Coverages	26%
3 Coverages	19%
2 Coverages	10%

**Stand Alone**- If insured opts for Stand-alone selection, i.e. the insured has selected covers on individual basis, the SI would be on the basis of each cover selected. The Insured can select multiple covers under the same / different Sum Insured Limit (Option), then the Limit of liability would be on the basis of each cover selected. Sectional discounts are not applicable here.

For example 1 – if Insured opts for SI of 10,000 and he has selected 5 covers under that category, then the maximum limit of indemnity will be total of all covers opted i.e. Rs 50,000. However in event of any claim, same will be settled for maximum limit that is selected for respective cover.

For example 2 – if Insured opts for SI of 10,000 and he has selected 5 covers under one category and 2 covers of SI of Rs.20,000/- from another category, then the maximum limit of indemnity will be total of all covers opted i.e. Rs 90,000. However in event of any claim, same will be settled for maximum limit that is selected for respective cover.

#### 5. Discount

## 1. Group Discount

Group size based discount is as follows:

Group Size	<b>Group Discount</b>
Up to 50 persons	0.0%
51 – 500 persons	2.5%
501 – 1000 persons	5.0%
1001 – 2500 persons	7.5%

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2501 – 5000 persons	10.0%
Above 5000 persons	12.5%

2. **Deductibles** - 5% discount would be provided if insured selects deductibles which would be 10% of limit of liability.

# 6. What is not covered under the Policy?

We will not cover any claim by you under this policy arising directly or indirectly from the following:

- i. **insured events** or circumstances that could reasonably lead to an **insured event** which are known by **you** prior to the inception of this **policy**.
- ii. any action or omission of **you** or any misbehaviour of **you** which is intentional, malicious, dishonest, deliberate or reckless;
- iii. any action or omission in **your** capacity as employee or self-employed person as well as any professional or business activity.
- iv. any type of war (whether declared or not), use of force or hostile act.
- v. loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property.
- vi. investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities.
- vii. bodily injury, psychological harm (save that this exclusion shall not apply to anxiety or mental stress as set forth in Section 2 Identity Theft and Section 5 Cyber Bullying, Cyber Stalking and Loss of Reputation), trauma, illness or death.
- viii. misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section 9 Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.
- ix. third party claims made by one insured against another insured.
- x. contractual liability which exceeds legal liability which would otherwise arise.
- xi. any costs of betterment of **your personal device** or **your smart home devices** beyond the state existing prior to the **insured event**, unless unavoidable.
- xii. Any type of cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA).. This exclusion shall not apply to **Section 6 Cyber Extortion** with regards to any **ransom** payments.
- xiii. Gambling.
- xiv. 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.

**Eligible Discounts –** Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

- 1. Type of coverage
- 2. No. of covers opted
- 3. Sum insured opted
- 4. Group size
- 5. Claims experience

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# **General conditions**

- 1. Our liability. We will not be liable for the deductible applicable to each and every insured event or third party claim. Our liability will be in excess of any deductible and subject to the limit of liability for each and every insured event or third party claim as stated in the 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 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**:
    - Providing, maintaining and updating the operational system of your personal devices and smart home devices within 14 days after a security patch was adviced to be installed,
    - ii. Deployment of appropriate system, device and data security measures (e.g. anti-malware solutions),
    - iii. Usage of appropriate passwords, and
  - iv. Maintaining and updating at appropriate intervals backups of your data, at least every 14 days.
- 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. **Renewal:** We agree to renew the policy on payment of the renewal premium. However, we retain our right not to renew the policy on any ground, more particularly of fraud, misrepresentation or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard
- 6. **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**.
- 7. **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.
- 8. **Cancellation**. You can cancel the policy at any time during the term, by informing the Company. In case You cancel the policy, you are not required to give reasons for cancellation. In such case of cancellation, the Company will refund proportional premium for unexpired policy period and there is no claim(s) made during the policy period
  - The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder
- 9. **Premium Payment**: The premium has to be received by us in full on or before the policy inception date. In the event of non-realisation of the premium, the Policy shall be treated as void-ab-initio.
- 10.**Notices.** Notices must be in writing and sent by e-mail, registered post or hand to the addresses stated in the **schedule** or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practical afterwards.

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- 11. Assignment. You must not assign any legal rights or interests in this **policy** without **our** prior written consent.
- 12. Variations. Variations to this **policy** must be agreed by the **named insured** and **us** in writing.
- 13. 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.
- 14. **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.
- 15. **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**.
- 16.**Law and jurisdiction.** This **policy** will be governed by the laws as stated in the **schedule**. The courts as stated in the **schedule** will have exclusive jurisdiction for any dispute.
- 17. **Definitions.** A definition in this **policy** to the singular shall include the plural and vice versa.

#### **Definitions**

**Aggregate limit of liability** – the amount stated in the **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**.

**Confidential information** – any form of sensitive information not publicly available, whether or not marked as 'confidential'.

# Cyberbullying – 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.

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 a extortion ransom from **you** by use of coercion.

Cyber incident – any malicious act or malware occurring on your personal devices or your smart home devices.

**Cyber Stalking** – means the repeated use of electronic communications to harass or frighten someone.

**Data** – any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or **software**).

**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

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otherwise processed on your personal devices.

**Deductible** – each **deductible** as stated in the **schedule**, being the amount which **you** must incur before this **policy** responds.

**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.

**Email spoofing** – any forgery or wrongful manipulation of an email so that the the receiver of such a message is misleading to believe that the email is real and therefore trusts the faked origin of the massage.

**Expert** – any person or legal entity appointed by or in consultation with **us** and/or the **incident response provider** (such as an IT, lawyer or public relations consultant).

**Hardware** – the physical components of any **personal devices** used to store, record, transmit, process, read, amend or control **data**.

**Identity theft** – the theft of **personal data** over the internet, which has resulted or could reasonably result in the wrongful use of such **personal data**.

**Incident response provider** – the legal entity stated in the **schedule**. **Insured** – means:

- a) the named insured as set forth in the schedule; and
- b) any listed family members of the named insured as additional insureds as set forth in the schedule.

Insured event – any theft of funds, cyber incident affecting your personal devices, identity theft, cyberbullying, cyber stalking, cyber extortion, financial loss due to online sale or online shopping, cyber incident affecting your smart home devices and third-party claim.

**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).

**Limits of liability** – as stated in the **schedule**, including any sub-limit and aggregate limit of liability.

**Loss of reputation** – any adverse effect on **your** reputation due to a publication on the internet by a **third party**.

**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.

**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.

Malware – any unauthorised or illegal software or code (such as viruses, spyware, computer worms,

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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.

**Mobile wallet** – means any online account in which **you** deposit or earn money which is denominated in a specific currency that can be spent in a (online) store.

**Online media activities** – any text, images, videos or sound distributed via **your** website, social media presence or e-mail.

**Personal data** – any information relating to a data subject who can be identified, directly or indirectly, in relation to other information (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) as defined by applicable data protection laws.

**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**.

**Phishing** – the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly, money), often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication, but does not include any verbal forms of electronic communication.

Policy – the schedule and policy.

**Policy period** – the duration of this **policy** as stated in the **schedule**.

**Premium** – the amount payable by **you** as stated in the **schedule**.

**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.

**Ransom** – any money, bitcoins or other digital currency demanded by a **third party** in the course of a **cyber extortion**.

**Smart home devices** – any devices or IoT components used by **you** in **your** hosehold in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarming systems or fire protection systems.

**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.

**Theft of funds** – any unauthorized electronic transfer of money, assets or any other funds.

**Third party** – any person or legal entity other than the **insured** as stated in the **schedule**.

Third party claim - any written demand or assertion for compensation or damages by a third party

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against you.

We, us and our – the insurer or their agent as stated in the schedule.

You and your – the insured.

Your personal devices – any personal devices owned, leased or licensed, and directly controlled by you.

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#### How to make a claim:

1. **Reporting. You** must report as soon as is reasonably practicable to **us** or to the **incident response provider** any actual **insured event**. which may give rise to payment 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 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 acts, errors, or omissions covered 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 we require to comply with any settlement.

If we have directly indemnified any third party, you must immediately reimburse us for the amount of the applicable deductible.

#### 7. Claims Procedure

#### a. Claim Intimation

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-22-4030 and 1800 200 4030 or email at <a href="mailto:contactclaims@universalsompo.com">contactclaims@universalsompo.com</a>.

Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

#### b. Submission of documents

All relevant documents supporting your claim or claim likely to occur should be submitted to the Company within a period of 30 days from date of intimation.

#### c. Steps to mitigate loss

You should take all steps that may be necessary to minimise losses e.g. take professional outside assistance if necessary to prevent/ minimize the security breach and the loss.

- **d.** Max liability under the respective claim shall be confined to Sum insured defined under the reported policy for various frequency of intimation received for the said policy
- Turn Around Time (TAT) for claims settlement (excluding policies issued on the property/ building on reinstatement basis)
- a. The Surveyor shall be appointed within 24 hours from the intimation.

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- b. The surveyor to share the Letter of requirement within 02 days from the date of his visit to the loss premises.
- c. The Surveyor shall share its reminders emails/letter after 05 days from the date of last mail in case the documents has not been submitted.
- d. The Insurance Company to obtain survey report within 15 days from the date of appointment.
- e. Post receipt of survey report insurance company to conclude the case within 07 days of receipt of survey report.

## **Escalation Matrix**

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

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#### UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

#### **Grievance Redressal Procedure:**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

## Step 1

a. Contact Us: 1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sompo General Insurance Company Limited: Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra – 400708`

d. Senior Citizen Number: 1800 267 4030

## Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

# **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <a href="https://www.universalsompo.com/resourse-grievance-redressal">https://www.universalsompo.com/resourse-grievance-redressal</a>

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## Step 4.

Bima Bharosa Portal link: https://bimabharosa.irdai.gov.in/

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at <a href="https://www.irdai.gov.in">www.irdai.gov.in</a>, or of the General Insurance Council at <a href="https://www.gicouncil.in/">https://www.gicouncil.in/</a>, the Consumer Education Website of the IRDAI at <a href="http://www.policyholder.gov.in">https://www.policyholder.gov.in</a>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a>

Note: Grievance may also be lodged at IRDAI <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

## **INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer:** The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

**Registered & Corp Office:** Universal Sompo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com

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