

Registered Office: 21, Patullos Road, Chennai 600 002.

Corporate Office: "Vishranthi Melaram Towers", 2/319, Rajiv Gandhi Salai, Karapakkam, Chennai 600 097. Ph: 91-44-7117 7117, 1860 258 0000 / 1860 425 0000

Email: care@royalsundaram.in Website: www.royalsundaram.in

IRDAI Reg. No. 102 | CIN-U67200TN2000PLC045611

Royal Personal Cyber Insurance

UIN IRDAN102RPLB0005V01202425

Scope of Cover

In consideration of the receipt of **Premium**, and in reliance of the documents submitted, statements made and the information contained in the proposal form (which are a part of and form the basis of this **Policy**) and subject to the terms and conditions of this **Policy** and those stated in the **Policy Schedule**, the Insurer and the named Insured agree as follows:

Any **Insured Event** concerning first party losses must be first discovered by You during the **Policy Period** 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 **Policy Period** and reported to **Us** 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

Theft of Funds:

We will Indemnify You, up to the **Sum Insured** specified in the **Policy Schedule** for any **Direct and Pure Financial Loss** sustained by You during the **Policy Period**

- as a result of a Theft of Funds due to an unauthorised access to Your Bank account or Mobile Wallets by a Third Party or
- 2. as a consequence of You being a victim of **Phishing/Email Spoofing**, provided that:
 - **a.** You report to the issuing **Bank** or the **Mobile Wallet** company within 72 hours after discovery of the **Theft of Funds**,
 - **b.** You provide evidence that the issuing **Bank** or the **Mobile Wallet** company is not reimbursing You for the **Theft of Funds**, and
 - **c.** You provide an evidence of lodging a police complaint lodge a police complaint dealing the **Theft of Funds** within 72 hours upon discovery by You.

Definitions

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

 Aggregate Policy Limit (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 cover or payment of any expenses including any payment made by US to the Incident Response Provider in the aggregate for all claims during the Policy Period.

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ROYAL SUNDARAM INSURANCE

Royal Sundaram General Insurance Co. Limited

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- 2. Bank / NBFC / 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. **Cyber Bullying**: any acts of:
 - a. Harassment (including foster personnel 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
- 5. **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.
- 6. **Cyber incident**: Any **malicious act** or **Malware** occurring on **our personal devices** or **your** smart home devices.
- 7. **Cyber Stalking**: Means the repeated use of Electronic communications to harass or frighten someone.
- 8. **Data**: Any digital information irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or **software**).
- 9. **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**.
- 10. 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.
- 11. **Direct and Pure Financial Loss** shall mean the loss of funds belonging to the **Insured Person** as a consequence of the **Insured Person** being an innocent victim of the respective **Insured Event**.
- 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

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ROYAL SUNDARAM INSURANCE ——Sundaram Finance Group

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loss from such insuring clause is not partially nor wholly covered by any other insurance **policy** inforce 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. **Endorsement** means a written amendment to the **Policy** that **We** make anytime during the **Policy Period** or at the time of proposal (additions, deletions, modifications, exclusions or conditions of an insurance **Policy**) which may change the terms or scope of the original **Policy**.
- 16. Expert: Any person / legal entity / Entity
 - a. appointed by or in consultation with **US** and/or the Incidence Response Provider such as a Forensic Expert/IT expert (who specializes in examining digital evidence to investigate cyber-attacks or breaches, providing crucial information to support a cyberinsurance claim by identifying the source of the attack, the extent of damage, and potential responsible parties), Lawyer or public relations consultant.
 - b. authorized by **US** to carry out repairs/replacement of **your Personal Devices / Smart Home Devices** as applicable.
- 17. **Family Member** shall mean the Insured's legally wedded spouse, children upto age 18 (maximum 2 children), Parents/Parents in law permanently residing in India.
- 18. **Hardware**: The Physical components of any **personal devices** used to store, record, transmit, process, read, amend or control Data.
- 19. Identity Theft: The theft of personal data
 - a. Over the Internet
 - b. 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
 - c. Incident Response Provider: the legal entity stated in the Policy Schedule.
- 20. **Insured You, Your, yourself**: The Person/s who has purchased Insurance Cover under this **Policy**.
- 21. Insured Event: Any Theft of Funds (Base cover) and/or Cyber Incident and/or Identity Theft and/or Cyber Bullying and/or Cyber Stalking and/or Cyber Extortion, and/or financial loss due to Online Sale and/or Online Shopping and/or Data breach.
- 22. Insured Person(s): Means the Insured and Family Members of the Insured, who are covered for Insurance under various sections of the policy and are named so in the Policy schedule.
- 23. **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

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and/or criminal proceedings. This does not include **Your** general expenses (such as salaries and overheads).

- 24. **Loss of Reputation**: any adverse effect on **Your** reputation due to a publication of any digital content on the internet by a **Third Party**.
- 25. **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.
- 26. **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.
- 27. **Malware**: any unauthorised or illegal **Software** or code (such as viruses, spyware, computer worms, Trojan horses, rootkits, ransomware, key loggers, diallers 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.
- 28. **Mobile Wallet**: **Mobile Wallet** means any online account in which **You** deposit or earn money which is denominated in Indian Rupees that can be spent in an online store and/or mobile application. This does not include credit bought or earned within a game, gambling_site, pornography site or a subscription purchased online or digital Non-Tender currencies and not regulated by RBI or **not** operating under a valid license by RBI.
- 29. **Online Media Activities**: any text, images, videos or sound distributed via **Your** website, social media presence or e-mail.
- 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.

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- 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. **Ransom**: any money, bitcoins or other digital currency demanded by a **Third Party** in the course of a **Cyber Extortion**.
- 39. **Reasonable and necessary cost**: All claims for costs under this **policy** will be limited to those deemed reasonable and necessary by the insurer to address the **insured event**.
- 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.

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Extensions

As opted by **You** and on payment of additional **premium** the **policy** shall be extended to cover the following events:

1. 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
- 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**.

2. 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**.

- a. 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.
- b. 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**

Specific exclusions:

- a. Loss or damage resulting from **malware** of disputable websites, such as pornographic websites.
- b. Loss or damage resulting from accessing application or website that are banned for usage as per notification of any Government authority.

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3. 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, 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.

4. 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**.

5. 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:

- a. **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
- b. 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
- c. **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.

6. 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

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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.

7. 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 7.a) above.

Specific exclusion:

a. Any liability arising out of any political, gender, caste, racists and religious statement.

8. 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 8.a) above.

9. 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.

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b. **We** will also reimburse 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 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.

11. 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.

12. Loss of Professional Income:

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 an 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**.

Specific exclusions:

- a. Any incidence where **You** are not a victim of a Cyber Incident including but not limited to:
 - i. Outage of external networks /cloud services etc.
 - ii. Any event(s) not involving a Cyber-attack(s) and which are beyond **Your** control.
- b. 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:

a. Loss of **Your** legal professional income must be quantifiable and shall not cover any consequential losses.

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b. 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.

<u>Definition Applicable to this Extension</u>: 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.

Standard 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** 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 Extension-7 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 person against another Insured person.
- 9. Any costs of betterment of **Your Personal Device** or **Your Smart Home Devices** beyond the state existing prior to the **Insured Event**, unless unavoidable.

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- 10. Claims involving cryptocurrencies are excluded except where they are used as **ransom** payments under **Cyber Extortion** extension, subject to the insurer's prior written consent and applicable laws.
- 11. Terrorism means an Act, including but not limited to the use of force or violence and/ or the threat thereof, of any person or group(s) of Persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear, including cyber terrorism.
- 12. 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 person**.
- 13. 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.
- 14. Any unaccounted payments made (which cannot be evidenced by a valid document) shall not be admissible.
- 15. 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.
- 16. Consequential Losses of any kind arising due to covered Cyber Attacks.

General Conditions

Conditions precedent to the Policy issuance:

1 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 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.

Conditions precedent to the Policy issuance and applicable during the Policy period:

- 2 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

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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.

Conditions applicable during the Policy period:

- 3 Notices must be in writing and sent by e-mail, registered post or hand to the addresses stated in the **Policy Schedule**. **You** may give notice by telephone but must send a written notice as soon as practical afterwards.
- 4 Assignment: **You** must not assign any legal rights or interests in this **Policy** without **Our** prior written consent.
- 5 Variations: Variations to this **Policy** must be agreed by the named Insured and **Us** in writing.
- 6 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.
- 7 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.
- 8 **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**.
- 9 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.

Conditions when a claim arises:

IN EVENT OF A CLAIM

- **a. 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 of any actual **Insured Event** which may give rise to a claim under this **Policy**.
 - Claim can be intimated by **You** to any of **Our** offices or call centers at 1860-258-0000 / 1860-425-0000 or write to **us** at <u>care@royalsundaram.in</u>.
 - b. Submission: You are advised to submit the following Claim documents to us:
 - i. Fully completed and signed claim form
 - ii. Copy of FIR filed with police authorities / cyber cell or complaint letter acknowledgement from the police.
 - iii. Logs, screenshots, and any other evidence of the breach or attack.
 - iv. Copies of correspondence with **Bank** and/or **Mobile Wallet** with regard to **Theft of funds**.

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Royal Sundaram General Insurance Co. Limited

Registered Office: 21, Patullos Road, Chennai 600 002.

Corporate Office: "Vishranthi Melaram Towers", 2/319, Rajiv Gandhi Salai, Karapakkam,

Chennai 600 097. Ph: 91-44-7117 7117, 1860 258 0000 / 1860 425 0000 Email: care@royalsundaram.in Website: www.royalsundaram.in

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- v. Legal notice served on any **Bank** and/or **Mobile Wallet** company for **Theft of funds**.
- vi. Copies of invoices for expenses incurred on all costs being claimed under this **policy**.
- vii. Evidence of financial losses incurred due to the incident, including invoices, financial statements, or loss calculations.
- viii. Any document that is directly related to the claim under the **Policy**.

c. Processing:

We will assign a forensic expert (if required) within 24 hours on receipt of the claim documents as mentioned above to investigate the claim and estimate the damage.

We will obtain the Report from the such forensic expert within 15 days of allocation. When documentation is complete, the claim will be processed and payment will be by online fund transfer.

d. Turn Around Time for claims settlement:

- i. We will decide on the claim within seven days of receipt of the forensic expert report. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest at bank rate plus 2 percent from the date of receipt of intimation to till the date of payment.
- ii. In the event that the **Company** decides to reject a claim made under this **Policy**, the **Company** shall do so within a period of seven days from the date of receipt of Forensic expert report.

e. Assistance and Cooperation: You shall

- i. cooperate with **Us** or the Incident Response Provider including preserving any **Hardware**, **Software** and Data,
- ii. provide all documents and information and render all assistance as reasonably requested by **Us** or the Incident Response Provider, and
- iii. 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**.
- f. 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.
- g. 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**.

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ROYAL SUNDARAM INSURANCE

Royal Sundaram General Insurance Co. Limited

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- 11. Our Liability: **We** will not be liable for the **Deductible** (if opted for) applicable to each and every claim. **Our** liability will be in excess of any **Deductible** and subject to the **Sum Insured** for each and every **Insured Event** or **Third Party** Claim as stated in the **Policy Schedule**.
- 12. Payment Under More Than One Section Any cover affecting more than one section of cover will be subject to the highest applicable **Deductible**.
- 13. 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.
- 14. Multiple policies involving Bank or other lending or financing entity: In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause.
- 15. 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**.

Conditions for renewal of the 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.

Conditions for cancellation of the Contract:

17. <u>i) Cancellation by the Company</u> - The company reserves the right to cancel the **policy** on the grounds of established fraud committed by the insured. This cancellation will take effect after providing seven (7) days' notice to the insured via recorded delivery to their last known address. Upon cancellation, the **policy** will be cancelled ab initio (from inception), meaning the **policy** will be treated as though it never existed, with forfeiture of the **premium**. Additionally, no claims made under the **policy** will be considered or paid.

<u>ii) Cancelled by the Insured</u> The insured may cancel the **policy** at any time by informing the Company without needing to provide a reason. Upon cancellation, the insured shall be

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entitled to a refund of the proportionate **premium** for the unexpired period in the current year of insurance subject to no claims being lodged.

In the event of established fraud, the insurer retains the right to pursue legal action for any damages beyond the forfeited **premium**. The insurer may also notify relevant authorities as required under applicable laws.

Conditions for Grievance Redressal

18. Grievance Redressal Procedure:

1. In case of any grievance the **insured person** may contact the company through

Website: https://www.royalsundaram.in/customer-service

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: manager.care@royalsundaram.in

Sr. Citizen can email us at : seniorcitizengrievances@royalsundaram.in

Senior Citizen Grievance Number - 9500413019

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam, Chennai – 600097.

Insured persons may also approach the grievance cell at any of the company's branches with the details of grievance. If **insured person** is not satisfied with the redressal of grievance through one of the above methods, **insured person** may contact the grievance officer

Mr. T M Shyamsunder

Grievance Redressal Officer (GRO),

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR), Karapakkam,

Chennai – 600097.

GRO Contact Number - 9500413094

For updated details of grievance officer, kindly refer the link http://www.royalsundaram.in.

If **Insured Person** is not satisfied with the redressal of grievance through above methods, the **insured person** may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in.

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Registered Office: 21, Patullos Road, Chennai 600 002.
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2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if **You** are unhappy with the resolution, **You** can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. **You** can also make use of IRDAI's online portal Bima Bharosa Portal by registering **Your** complaint at https://bimabharosa.irdai.gov.in/
- b. **You** can send a letter to IRDAI with **Your** complaint on a Complaint Registration Form available by clicking here. **You** must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c. **You** can visit the portal https://bimabharosa.irdai.gov.in/ for more details.

3. 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 www.irdai.gov.in or of the Council for Insurance Ombudsmen at https://www.cioins.co.in/ombudsman or on **company's** website www.royalsundaram.in.

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