Retail Cyber Liability Insurance

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, the **Insurer** and the **Policyholder** agree as follows

1 Insuring Clauses:

It is agreed that no cover shall be available under any of the following Insuring Clauses unless it is specified to be applicable in the Item 5 of the Schedule**.**

The below insuring clauses provide protection to **You** against loss or damage out of one **Event** which arises directly from **Third Party** fraudulent actions directly resulting from **Your** use of **Your computer systems** or **Your** use of the internet during the **Policy Period** and is reported in accordance with conditions of this policy:

1.1 Identity Theft	**We** shall pay **You**, up to the sublimit mentioned in Item 5a of the Policy Schedule, for **Your Identity Theft Costs** and **Lost Wages**, resulting from an **Identity Theft** first occurring during the **Policy Period** and reported to **Us** and the local police within 72 hours of discovery of the **Identity Theft** and in any case during the **Policy Period.**
1.2 Unauthorized transaction	**We** shall pay **You**, upto the sublimit mentioned in Item 5b of the Policy Schedule, for **Your** direct financial loss and **Lost Wages**, resulting from an **Unauthorized Transaction** first occurring during the **Policy Period** and reported to **Us** during the **Policy Period** and Bank / debit or credit card issuer, as the case may be, within 72 hours upon discovery (and in any case during the **Policy Period**)of such transaction.
1.3 Reputational injury	**We** shall pay **You**, up to the sublimit mentioned in Item 5c of the Policy Schedule, for **Crisis Management Costs** and **Lost Wages**, resulting from a **Publication** during the **Policy Period** and reported to **Us** and police within 24 hours of discovery(and in any case during the **Policy Period**) of the **Publication.** This cover does not apply to any loss: a) which occurs within the first 30 days of the inception of this policy. b) Damage caused by a **Journalist**
1.4 Cyberbullying	**We** shall pay **You,** up to the sublimit mentioned in Item 5d of the Policy Schedule, for **Your Cyberbullying Costs** and **Lost Wages**, resulting from **Cyberbullying** first committed during and reported to **Us** within the **Policy Period.**
1.5 Cyber Extortion	**We** shall pay **You**, up to the sublimit mentioned in Item 5e of the Policy Schedule, for **Your Cyber Extortion Costs** and **Lost Wages**, resulting from a **Cyber Extortion Threat** first received

	during the **Policy Period** and reported to **Us** and the police immediately upon discovery(and in any case during the **Policy Period**)
1.6. Malware Intrusion	**We** shall pay **You**, up to the sublimit mentioned in Item 5f of the Policy Schedule, for **Data Restoration Costs** and **Lost Wages**, resulting from a **Malware Intrusion** first occuring during the **Policy Period** and reported to **Us** and the police immediately upon discovery(and in any case during the **Policy Period**)
1.7 Legal Expenses	**We** will pay as part of the sublimit per **Event,** first occurring during the **Policy Period**, mentioned in Item 5 of the Policy Schedule any reasonable and necessary fees and expenses incurred, with **Our** prior consent, in i) An initial consultation with a lawyer to determine the severity of and appropriate response to an **Event** ii) pursuing or defending legal actions against or by a **Third Party** solely as a result of an **Event** iii) removing an erroneous criminal or civil charge entered against **You** solely as a result of an **Event** Provided that A) The legal expenses are incurred in relation to an **Event** which takes place in its entirety during the **Policy Period** B) **Our** prior consent is obtained before initiating such legal actions C) The legal action takes place in India under Indian laws
1.8 Data Restoration Costs	**We** will pay as part of the sublimit per **Event**, first occurring during the **Policy Period**, mentioned in Item 5 of the Policy Schedule reasonable fees, costs and expenses incurred, with **Our** prior written consent**,** to restore the lost data following a **Cyber Extortion Threat** or following an introduction of **Malware** into **Your Computer System** that results in alteration, corruption or destruction of **Data**.
1.9 Forensic Costs	**We** will pay as part of the sublimit per **Event,** first occurring during the **Policy Period,** mentioned in Item 5 of the Policy Schedule reasonable fees, costs and expenses incurred, with **Our** prior written consent**,** to hire a digital forensic expert to aid in prosecution following an **Event.**
1.10 Consequential Loss	**We** will pay as part of the sublimit per **Event**, taking place during the **Policy Period** mentioned in Item 5 of the Policy Schedule any penalty imposed on **You** by a bank or credit organization for 1) not maintaining the minimum balance in an account 2) missing an Equated Monthly Payment (EMI) on a loan solely as a result of an **Event** during the **Policy Period.**

2 GENERAL EXCLUSIONS

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

2. 1 **Your** failure to take precautions to safeguard **Your Personal Information**, Bank Accounts and/or Credit/Debit Cards and or mobile wallets information and internet communication.

2. 2 Any actual physical injury (other than emotional distress or mental injury), sickness, disease, disability, or death of any person

2. 3 a) the commission by **You** of any dishonest , criminal or malicious; acts or
b) **Your** participation in, or direction of , or knowledge of such acts
c) Loss directly or indirectly created or endorsed by **You**

2. 4 Facts or circumstances, known to **You** or which **You** could have reasonably foreseen, which existed prior to the inception of this Policy, and which might be expected to be the basis of a claim.

2. 5 Any legal proceedings which commenced prior to inception of this Policy

2. 6 **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.

2. 7 Any unexplained loss or mysterious disappearance.

2. 8 Any loss or damage caused by the order of any government authority.

2. 9 Consequential loss or damage of any kind including loss suffered by any **Third Party** except as specified in insuring clause 1.9

2. 10 Matters uninsurable under law.

2. 11 Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency

2. 12 Any damage to or destruction of any tangible property, including loss of use thereof.

2. 13 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

2. 14 Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing

2. 15 War, Terrorism, looting and Governmental Acts.

2. 16 Any actual or alleged plagiarism or infringement of any Trade Secrets, registered patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property

3 Definitions:

3.1 Computer System	means desktop, laptop, smartphone, phones, tablet and other smart devices owned and/or operated by **You.**
3.2 Crisis Management Costs	means the reasonable and necessary fees and expenses incurred by **You** with **Our** consent for: a) The services of an IT specialist to remove such **Publication** from the internet; and b) Face-to-face consultation with a Psychologist if **You** are referred by an attending physician for post- traumatic stress disorder, suicidal tendencies, self-harm, depression, anxiety disorder, insomnia or similar serious medical condition
3.3 Cyberbullying Costs	means reasonable fees, costs and expenses paid, with **Our** prior written consent for a) Face-to-face consultation with a Psychologist if **You** are referred by an attending physician for post- traumatic stress disorder, depression, anxiety, debilitating shock, mental anguish, or mental injury and any such similar diagnosis b) related rest and recuperation expenses, as prescribed by a Physician or psychologist c) related temporary relocation expenses for **You** for temporary private tutoring
3.4 Cyber Extortion Costs	means reasonable fees, costs and expenses paid, with **Our** prior written consent**,** a) to IT security consultants retained by **You** b) monies paid by **You** to prevent or end a **Cyber Extortion Threat** c) **Data restoration costs** d) **Forensic costs**
3.5 Cyber Extortion Threat	means a credible threat or series of related threats directed at **You** for the purpose of demanding monies, communicated to You to prevent or end a **Security Threat**.
3.6 Cyberbullying	means two or more similar or related acts of a) harassment (including foster personal interaction repeatedly despite a clear indication of disinterest) b) intimidation, c) defamation of character, d) 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, which result in i) wrongful termination of employment; ii) false arrest; iii) wrongful discipline by a school or college; or iv) debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed Physician or psychologist, that makes medical consultation necessary
3.7. Data	Data is information processed or stored by a **Computer System**. This information will be in the form of but not limited to text documents, images, audio clips, software programs, or other types of data
3.8 E-mail spoofing or Phishing	Means the act of a **Third Party** obtaining financial and other confidential information from **You** by masquerading as a reputable entity (including but not limited to a bank) over an email or a fraudulent website or other digital channels.
3.9 Event	Means an occurrence of one or more of these covered events covered under this Policy, 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) Identity Theft** **b) Unauthorized transaction** **c) Reputational injury** **d) Cyberbullying** **e) Cyber Extortion** **f) Malware Intrusion**
3.10 Identity Theft	means the theft of **Personal Information** over the internet **,** which has resulted or could reasonably result in the wrongful use of such information
3.11 Identity Theft costs	means the reasonable and necessary fees and expenses incurred by **You** with **Our** consent for i) Costs of re-filing rejected applications for loans, grants or other credit instruments which were rejected because the lender received incorrect credit information; ii) Costs of notarizing affidavits or other similar documents, for law enforcement agencies, financial institutions or similar credit grantors and credit agencies iii) telephone calls and postage in order to report the **Identity Theft** and/or amend or rectify **Your** records as to **Your** true name or identity; iv) upto six credit reports from established credit bureaus v) Cost of re-Issuance of identity document used for theft
3.12. 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.
3.13 Limit of Liability	means the amount specified in Item 5 of the Schedule

3.14 Lost Wages	means actual lost wages that would have been earned for time reasonably and necessarily taken off work and away from **Your** work premises, solely as a result of **Your** efforts to amend or rectify records as a result of any **Event**. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.
3.15 Malware	means any software used to erase, corrupt or damage data or or gain access to **Computer Systems** or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.
3.16 Malware Intrusion	means an introduction of **Malware** into **Your** computer system that results in alteration, corruption or destruction of **Your** data or **Your** software.
3.17 Personal Information	means **Your** private details (including any online authentication information) relating to **Your** identity that will allow **You** to be identified, such as: a) Full name b) Passport number c) Mailing and/or home address d) Driving license number e) Telephone number(s) f) Online login ID and password g) Credit/Debit Card number h) Bank Account number i) Aadhar Card Number Personal Information does not include publicly available information that is lawfully made available to the general public from any source including government records.
3.18 Policyholder	means the natural person specified at Item 1 of the Schedule.
3.19 Policy Limit	Means the amount mentioned in Item 4 of the Schedule
3.20 Policy Period	means the period of time specified at Item 3 of the Schedule.
3.21 Publication	means published information (whether in the form of videos, photographs or published statements) on the internet (including forums, blog postings, social media and any other websites) which is defamatory, insulting or invasion of privacy. Publication excludes any non-digital media like in print, radio or television broadcast etc.
3.22 Retention	means the applicable retention for each Insuring Clause as specified in at Item 7 of the Schedule.
3.23 Security Threat	means any threat conveyed over the internet to demand money 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 System**
3.24 Third Party	means 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**;
3.25 Unauthorized transaction	means unauthorized and fraudulent use of **Your** a) Bank Account with banks operating in India and/or b) Credit/Debit Cards issued by Banks operating in India and/or c) Mobile wallets operating in India by a **Third Party** for transfers, purchases or withdrawals made over the internet (but not ATM), provided they are unrecoverable from any other sources. Unauthorized transactions also include any e-mail spoofing and phishing attack.
3.26 We/Ours/Us	means ICICI Lombard General Insurance Company Ltd
3.27 You/ Your	means **Policyholder** and his or her spouse, parents and children who reside at the same address

4 Limit of Liability and Retentions:

Our maximum aggregate liability under the Policy for all claims during the **Policy Period** is limited to the **Policy Limit**. The sublimit for any cover mentioned in Item 5 is a part of and not in addition to the **Policy Limit**. If a loss is covered under more than one Insuring Clause, **We** will pay up to the sublimit of the Insuring Clause with highest sublimit and in any case **We** will not pay multiple sub-limits.

The **Insurer** will only pay for any amount of loss as defined under the respective insuring clause which is in excess of **Retention**. **You** will be liable for the **Retention** which will remain uninsured. A single **Retention** shall apply to all payments arising out of, based upon or attributable to continuous, repeated or related **Events.**

5 General Conditions:

5.1 Claim Series	All losses arising out of the same, continuous, related or repeated acts shall be treated as arising out of a single **Event,** shall be subject to the terms, conditions, exclusions and single Aggregate **Limit of liability** in effect at the time the first such **Event** occurs.
5.2 Defence, Settlement and Co-operation	**We** shall be entitled to fully participate in the defence and at the negotiation stage of any settlement that is reasonably likely to involve or appears to involve **Us**. However, the right and duty to defend and contest a **Claim** shall lie solely with **You**. As a condition precedent to liability under the Policy, the **Insured** at its own costs shall provide the **Insurer** with all documents, information, assistance and cooperation that the **Insurer** may request and require towards investigation, defence, settlement or appeal of a **Claim** or circumstance. Each **Insured** shall also take reasonable steps to mitigate the **Loss**.
5.3 Proof of Loss	You shall furnish a proof of Loss with full particulars of the Loss to **Us** in support of any claim under the policy within one month of reporting the claim. The claim shall be accepted using the following proof of loss 1) Lost Wages – The basis of calculations for Lost Wages will be the daily rate of Your last drawn monthly salary. You will be required to provide the latest salary slip verified by the entity issuing such slip. For Self-employed person - The basis of calculations for Lost Wages will be the Your tax returns in the prior financial year. You will be required to provide the latest tax returns 2) Direct financial loss caused by an Unauthorized Fund Transfer – a) Proof of reporting to bank or credit organization; b) Proof that the bank or credit organization is not indemnifying such

	loss to You; c) Complaint letter acknowledged by Police. 3) Currency paid by You to prevent or end a Cyber Extortion Threat -
5.4 Observance of Terms and Conditions	The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by **You**, shall be a condition precedent to any liability on **Our** part to make any payment under this Policy.
5.5 Title & Headings	The titles and headings used in this Policy, including any Endorsements, are for the purposes of reference only and shall not otherwise affect the meaning of this Policy**.** Singular includes the plural, and vice versa. Words in **bold** typeface (except headings) have special meaning and are defined In Section 4.
5.6 Claim Clause/ Settlement of Claim	**1) Claim Intimation:** Connect with us via: Toll-free no.: 1800 2666, Email ID: customersupport@icicilombard.com, on our website: https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence. **2) File an FIR:** In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions. **3) Surveyor Appointment:** Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim **4) Documents:** submit documents to the assigned CSM/Surveyor. List of documents which are necessary and relevant to the claim are as below: 1. Claim bill / Claim Form duly filled up 2. Photographs / Video of damaged property/item under claim 3. Document/s in support of admissibility of the claim, for instance, all proceedings filed before the courts, communications exchanged with the insured, invoices, payment proofs, internal /external investigation report of the insured, Insureds counsel opinion on merits and demerits of the case, insured counsel engagement letter etc. 4. FIR / Final Police investigation report wherever applicable 5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed. 6. For items which are under claim & not to be repaired or reinstated,

<table>
<tr><td></td><td>documents substantiating the
quantum & value of the items under claim

7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey
5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market (wherever applicable).

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of all relevant information/documents and all queries of the surveyors being concluded. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable.</td></tr>
<tr><td>5.7 Grievance Redressal</td><td>For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section “Grievance Redressal” on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company’s website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:

<table>
<tr><th>S no.</th><th>Name of office of insurance Ombudsman</th><th>Territorial Area of jurisdiction</th></tr>
<tr><td>1</td><td>AHMEDABAD
Insurance Ombudsman
Office of the Insurance Ombudsman,
Jeevan Prakash Building, 6th floor,
Tilak Marg, Relief Road,
Ahmedabad – 380 001.
Tel.: 079 - 25501201/02/05/06
Email: bimalokpal.ahmedabad@cioins.co.in</td><td>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</td></tr>
<tr><td>2</td><td>BENGALURU
Insurance Ombudsman
Office of the Insurance Ombudsman,
Jeevan Soudha Building,PID No. 57-27-N-19
Ground Floor, 19/19, 24th Main Road,
JP Nagar, Ist Phase, Bengaluru – 560 078.
Tel.: 080 - 26652048 / 26652049</td><td>Karnataka</td></tr>
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	Email: bimalokpal.bengaluru@cioins.co.in	
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman 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@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

		Email: bimalokpal.guwahati@cioins.co.in	
	10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
	11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
	12	KOLKATA Insurance Ombudsman 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@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
	13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
	14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,	Goa, Mumbai Metropolitan Region Excluding (Navi

		S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Mumbai & Thane).
	15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
	16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
	17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
	18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.
	The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company.		
5.8 Authorisation	The **Policyholder** is authorised to act as representative on behalf of each one of **You** with respect to all matters relating to or affecting this Policy		
5.9 Changes in Your	**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**.		

circumstances	
5.10 Reasonable Care	**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. This should include but not limited to regular data backup, logins, not sharing PIN/TAN and personal information with third parties, 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** should also take all practical steps to minimize claims.
5.11 Fraud	**You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**: a) makes a claim under the Policy knowing the claim to be false or fraudulently inflated; b) cause any loss or damage by **Your** wilful act or with **Your** knowledge; c) send **Us** a document to support a claim knowing the document to be forged or false in any way; or d) make a statement to support a claim knowing the statement to be false in any way, **We** will not pay the claim and all cover under the Policy will be forfeited. **We** also reserve the right to recover from **You** the amount of any claim **We** have already paid under the Policy.
5.12 Cancellation	The insured can cancel the policy at any time during the term, by informing the company. The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder. The company shall – i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period. ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.
5.13 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.
5.14 Allocation	If a **Claim** involves both covered and uncovered matters or persons under this Policy, then **You** and **We** shall use reasonable efforts to determine a just and equitable allocation of **Loss** covered under this Policy.
5.15 Reimbursement and 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 fully cooperate with **Us** in this respect and must not do anything to prejudice **Our** rights. Prior to any payment under the Policy, **You** must provide an undertaking that a third party did not reimburse **You** for the third party fraudulent action for the amount claimed under the

	Policy.
5.16 Arbitration	The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (*Applicable to commercial entities only)*
5.17 Claims	a) In the event of a claim, please contact **Us** and **We** will provide **You** with any advice **You** may need. b) The payment of claims is dependent on **Your** 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. c) **We** have the sole control of any legal action and all related negotiations. **You** must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without our prior authorization except where notification is required to be made to banks or credit organization and the police. d) All claims are paid in INR. If **You** suffer a loss which is in a foreign currency, the amount will be converted into INR at the exchange rate on the date of the loss.
5.18 Governing Law	This Policy and all disputes and differences arising thereunder shall be interpreted under, governed by and construed in all respects in accordance with the laws of India. This Policy shall be governed by the laws of India.
5.19 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.
5.20 Sanction Clause	**We** shall not be deemed to provide cover under this Policy or be liable to pay any claim under the Policy to the extent that the provision of such cover or payment of such claim 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 Kingdom or United States of America.