I-ELITE GROUP CYBER LIABILITY INSURANCE: PROSPECTUS

As the world becomes increasingly connected digitally, the risk faced by individuals also increase manifold. While transacting online, individuals are unknowingly faced with a variety of cyber exposures.

I-Elite Group Cyber Liability Insurance by ICICI Lombard is designed as a form of indemnity insurance that protects individuals against losses specifically vary from protection for Theft of funds to cyber bullying.

RISK COVERED

The Policy covers losses arising out of the Insured's cyber exposure arising out of:

1. Theft of funds
2. Identity theft
3. Data Restoration/ Malware Decontamination
4. Cyber Bullying, Cyber Stalking and Loss of reputation
5. Cyber Extortion
6. Online Shopping
7. Online Sales
8. Social Media and Media Liability
9. Network Security Liability
10. Privacy Breach and Data Breach Liability
11. Privacy Breach and Data Breach by Third party
12. Smart Home Cover
13. Liability for Intentional Misbehaviour of Underage Persons

Below mentioned are the detailed coverage's and specific exclusions for the above mentioned perils

1.1 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,

	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.
1.2 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 byYou 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. 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
1.3 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

1.4 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. If opted for family cover, we will indemnify You for costs and expenses for a necessary appointment of a Tutor for an underage person (i.e. an age below 18 years) who is a listed family member due to a significant and ongoing cyber bullying or cyber stalking, provided that the appointment was recommended by an expert or relevant authorities. e. We will indemnify You for all reasonable fees, costs and expenses of Psychological assistance and treatment resulting from cyber bullying or cyber stalking.
1.5 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 extortion
1.6 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 ii) financial loss; and iii) the fraud event is reported by You to Your card issuer or bank or other relevant entity within 48 hours of discovery by You; and Your card issuer or bank or other relevant entity refuses in writing to reimburse You for transactions made by You as a result of the fraud

1.7 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.
1.8 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 1.8 a.
1.9 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 1.9.a
1.10 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 1.10.a.
1.11 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

1.12 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 systems and devices, to the closest possible condition in which they were immediately before the cyber incident
1.13 Liability for Intentional Misbehaviour of Underage Persons	a. We will pay any sums for which You are legally liable arising from a third party claim for i). a cyber incident resulting from online activities on Your personal devices by an underage person (i.e. an age below 18 years) who is a listed family member that You failed to prevent and which has caused damage, alteration, destruction or theft of data or a DoS attack on third parties' personal devices. ii.) for any intentional: 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 online media activities - including media activities in social media - of an underage person (i.e. an age below 18 years) who is a listed family member. b. We will also reimburse Your legal costs incurred by You resulting from the third party claim as set forth in Clause 1.13.a.

Also please find below relevant definitions of the coverage's

Confidential Information	Means 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 Dataon 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.
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 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 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 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	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 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 through the use of any personal device, computer system or computer network including the internet
Malware	any unauthorised or illegal Software or code (such as viruses, spyware, computer worms, trojan horses, rootkits, Ransomware, keyloggers, dialers and rogue security Software) designed to cause harm to or to gain access to or disrupt personal devices or 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

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 (including vishing, pharming and smishing)
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.
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 against You.
Tutor	a teacher paid to work privately with one pupil or a small group.
Your personal devices	any personal devices owned, leased or licensed, and directly controlled by You.

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

1	Insured Events or circumstances that could reasonably lead to an Insured Event which are known by You prior to the inception of this Policy
2	any action or omission of You or any misbehaviour of You which is intentional, malicious, dishonest, deliberate or reckless; this exclusion shall not apply to Section 1.13 – Liability for Intentional Misbehaviour of Underage Persons.
3	any action or omission in Your capacity as employee or self-employed person as well as any professional or business activity.
4	loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property

5	investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities
6	bodily injury, psychological harm (save that this exclusion shall not apply to anxiety or mental stress as set forth in Section 1.2 – Identity theft and Section 1.5 – Cyber bullying, Cyber stalking and Loss of reputation), trauma, illness or death
7	Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to Section 1.8 – Social Media and Media Liability. However, theft, infringement, misuse or abuse of patents will always remain excluded.
8	third party claims made by one Insured against another Insured
9	contractual liability which exceeds legal liability which would otherwise arise
10	any costs of betterment of Your personal device beyond the state existing prior to the Insured Event, unless unavoidable.
11	Loss, misplacement, destruction, modification, unavailability, inaccessibility of and/or delay in trading with cryptocurrencies, consisting of coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, Nem, Tether) or public and/or private keys being used in conjunction with the aforementioned
12	Gambling

EXTENSIONS / ADD ONS AVAILABLE UNDER I –ELITE GROUP CYBER INSURANCE RISK COVERED

The Policy covers losses arising out of the Insured's cyber exposure arising out of:

1. Lost wallet cover
2. Loss due to physical loss or theft of Your computer systems / mobile devices

Below mentioned are the detailed coverage's and specific exclusions for the above mentioned perils

Lost wallet cover	In consideration of payment of additional premium, it is hereby declared and agreed that, we shall pay you as per the Sum Insured mentioned in the Policy Schedule, the replacement costs for the debit card, credit card and other prepaid cards when Your wallet holding such cards is lost or stolen and may lead to susceptibility to cyber frauds.

Loss due to physical loss or theft of Your computer systems / mobile devices	In consideration of payment of additional premium, We shall pay You as per the Sum Insured mentioned in the Policy Schedule. It is hereby declared and agreed that, the policy will cover for any loss or damage which is directly resulting from physical loss or theft of your computer system or mobile device (tangible asset) and resulting into cyber attack and an unauthorized and fraudulent use or theft of funds from 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, provided they are unrecoverable from any other sources.

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

1	Insured Events or circumstances that could reasonably lead to an Insured Event which are known by You prior to the inception of this Policy
2	any action or omission of You or any misbehaviour of You which is intentional, malicious, dishonest, deliberate or reckless; this exclusion shall not apply to Section 1.13 – Liability for Intentional Misbehaviour of Underage Persons.
3	any action or omission in Your capacity as employee or self-employed person as well as any professional or business activity.
4	loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property; this exclusion shall not apply to Loss due to physical loss or theft of Your computer systems / mobile devices
5	investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities
6	bodily injury, psychological harm (save that this exclusion shall not apply to anxiety or mental stress as set forth in Section 1.2 – Identity theft and Section 1.5 – Cyber bullying, Cyber stalking and Loss of reputation), trauma, illness or death
7	Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to Section 1.8 – Social Media and Media Liability. However, theft, infringement, misuse or abuse of patents will always remain excluded.
8	third party claims made by one Insured against another Insured

9	contractual liability which exceeds legal liability which would otherwise arise
10	any costs of betterment of Your personal device beyond the state existing prior to the Insured Event, unless unavoidable.
11	Loss, misplacement, destruction, modification, unavailability, inaccessibility of and/or delay in trading with cryptocurrencies, consisting of coins (e.g. Bitcoin, Ethereum, Ripple, IOTA), tokens (e.g. EOS, Nem, Tether) or public and/or private keys being used in conjunction with the aforementioned
12	Gambling

POLICY LIMIT

The cover is available for Limits of indemnity from INR 10,000 to INR 10,000,000 as opted by the Insured

WHO IS COVERED UNDER THE POLICY?

The policy covers the Named Insured as per the Schedule and any listed family members of the Named Insured as additional Insureds.

CANCELLATION/ TERMINATION

If the Named Insured or Insurer agree to terminate the policy, Insurer will pay a proportion of the premium for the remaining policy period, provided no claims have been made under the policy.

ANTI REBATING WARNING Section 41 of the Insurance Act 1938

(i) 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 or continuing a policy accept rebate except such rebate as may be allowed In accordance with the published prospectus or tables of the insurer.

(ii) Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Ten Lakhs rupees.

Grievance Redressal :

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 or For updated list of ombudsman details kindly visit https://www.cioins.co.in/Ombudsman

STATUTORY WARNING PROHIBITION OF REBATES
(Under Section 41 of Insurance Act, 1938)
(Amendment Act 2015)

(1)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 [or continuing] a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

[Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.]

(2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.