I-Elite Group Cyber Liability Insurance: Policy Wording

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 **Named Insured** agree as follows:

SECTION 1. Insuring Agreements

Any **Insured Event** must be first discovered by **You** during the **Policy period** and reported to **us** during the **Policy period** and up to 72 hours after the termination of the **Policy period**.

Any **third party claim** must first be made against **You** during the **Policy period** and reported to **us** during the **Policy period** and up to 72 hours after the termination of the **Policy period**.

Any **Insured Events** arising from the same original cause 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 **limit of liability** at that time. This applies to **Insured Events** discovered during the **Policy period** and reported to **us** during the **Policy period** and up to 72 hours after the termination of the **Policy period**

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 _ of the **Schedule**. It is subject to the applicable **limit of liability**, **Deductible**, **conditions** and **exclusions**:

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 by **You** for credit monitoring services and identity monitoring. c. **We** will indemnify **You** for any reasonable and necessary costs incurred by **You** for prosecution of a criminal case against a **third party** for committing **identity theft** against **You**. d. **We** will pay to or on behalf of **You**, all reasonable fees, costs and expenses of **Psychological assistance and treatment** resulting from an **identity theft**
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 device**s. 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 membe**r. 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.

SECTION 2. GENERAL EXCLUSIONS

We will not cover any claim by **You** under this **Policy** arising directly or indirectly from the following:

2.1	**Insured Events** or circumstances that could reasonably lead to an **Insured Event** which are known by **You** prior to the inception of this **Policy**

2.2	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.**
2.3	any action or omission in **Your** capacity as employee or self-employed person as well as any professional or business activity.
2.4	loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property
2.5	investment or trading losses including without limitation any inability to sell, transfer or otherwise dispose of securities
2.6	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
2.7	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.
2.8	**third party claim**s made by one **Insured** against another **Insured**
2.9	contractual liability which exceeds legal liability which would otherwise arise
2.10	any costs of betterment of **Your personal device** beyond the state existing prior to the **Insured Event**, unless unavoidable.
2.11	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
2.12	Gambling

SECTION 3. Claim Process

3.1 **Reporting**	**You** must report as soon as is reasonably practicable to **Us** or to the **incident response provider** any actual **insured event** which may give rise to payment under this **Policy**.
3.2 **Assistance and Cooperation**	**You** shall: a. cooperate with **us** or the **incident response provider** including preserving any **hardware**, **software** and **data**, b. provide all documents and information and render all assistance as reasonably requested by **us** or the **incident response provider**, and c. assist in the conduct of suits, in making settlements, and in enforcing any right of contribution or indemnity against any person or organization that may be liable to **you** because of acts, errors, or omissions covered under this **policy**.
3.3 **Claims against you**	**You** must not, without **our** prior written consent, admit liability for, pay, settle or prejudice any **third party claim**. **You** must assist **us** in investigating, defending and settling the **third party claim**, and assist any lawyer or other **expert we** appoint on **your** behalf to defend the **third party claim**. **You** must pay the **deductible** to any **third party we** require to comply with any settlement. If **we** have directly indemnified any **third**

	party, **you** must immediately reimburse **us** for the amount of the applicable **deductible**.

SECTION 4. Definitions:

4.1 **Aggregate limit of liability**	the amount stated in the **Schedule** which shall be the maximum amount payable by us under this **Policy** whether in respect of first party cover or **third party claim**s or payment of any expenses including any payment made by us to the **Incident response provider**.
4.2 **Confidential Information**	Means any form of sensitive information not publicly available, whether or not marked as 'confidential'.
4.3 **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.
4.4 **Cyber extortion**	any credible and unlawful threat or series of threats by a **third party** extortionist against **You** with the intention to cause harm or damage to **Your Data**on **Your personal device** or **Your personal device** in order to extract a extortion **Ransom** from **You** by use of coercion
4.5 **Cyber incident**	any **Malicious act** or **Malware** occurring on **Your personal devices**.
4.6 **Cyber stalking**	means the repeated use of electronic communications to harass or frighten someone
4.7 **Data**	any digital information, irrespective of the way it is used, stored or displayed (such as text, figures, images, video, recordings or **Software**)
4.8 **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**
4.9 **Deductible**	each **Deductible** as stated in the **Schedule**, being the amount which **You** must incur before this **Policy** responds
4.10 **DoS attack**	any **Malicious act** causing total or partial disruption or unavailability of **personal device**s by an overloading stream of requests, including distributed denial-of-service attacks
4.11 **Email spoofing**	any forgery or wrongful manipulation of an email so that the the receiver of such a message is misleading to believe that the email is real and therefore trusts the faked origin of the massage
4.12 **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).

4.13 **Hardware**	the physical components of any **personal device**s used to store, record, transmit, process, read, amend or control **Data**
4.14 **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**.
4.15 **Incident response provider**	the legal entity stated in the **Schedule**
4.16 **Insured**	a) the named **Insured** as set forth in the **Schedule**; and b) any listed family members of the named **Insured** as additional **Insured**s as set forth in the **Schedule**
4.17 **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.
4.18 **Legal costs**	any costs, expenses and/or fees for **expert**s, 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).
4.19 **Limits of Liability**	as stated in the **Schedule**, including any sub-limit and **Aggregate limit of liability**
4.20 **Loss of reputation**	any adverse effect on **Your** reputation due to a publication on the internet by a **third party**
4.21 **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.
4.22 **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 device**s through the use of any **personal device**, computer system or computer network including the internet
4.23 **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 device**s or computer networks
4.24 **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.
4.25 **Online media activities**	any text, images, videos or sound distributed via **Your** website, social media presence or e-mail.
4.26 **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.

4.27 **Personal device**s	any devices (computers, laptops, tablets, mobile phones, etc.) used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting **Data**
4.28 **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)
4.29 **Policy**	the **Schedule** and **Policy**.
4.30 **Policy period**	the duration of this **Policy** as stated in the **Schedule**.
4.31 **Premium**	the amount payable by **You** as stated in the **Schedule**
4.32 **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**.
4.33 **Ransom**	any money, bitcoins or other digital currency demanded by a **third party** in the course of a **cyber extortion**.
4.34 **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.
4.35 **Theft of funds**	any unauthorized electronic transfer of money, assets or any other funds.
4.36 **Third party**	any person or legal entity other than the **Insured** as stated in the **Schedule**.
4.37 **Third party claim**	any written demand or assertion for compensation or damages by a **third party** against **You**.
4.38 **Tutor**	a teacher paid to work privately with one pupil or a small group.
4.39 **We**, **us** and our	the **Insurer** or their agent as stated in the **Schedule**.
4.40 **You** and **Your**	the **Insured**.
4.41 **Your personal devices**	any **personal device**s owned, leased or licensed, and directly controlled by **You**.

SECTION 5. General Conditions

5.1 Our liability	**We** will not be liable for the **deductible** applicable to each and every **insured event** or **third party claim**. **Our** liability will be in excess of any **deductible** and subject to the **limit of liability** for each and every i**nsured event** or **third party claim** as stated in the **schedule**.
5.2 Representation and Warranty	In issuing this **policy we** have relied upon **your** statements, representations and information as being true and accurate. If your statements, representations or information contain misrepresentations which were made with the actual intent to deceive and which materially affect **our** acceptance of the risk or the hazard

	assumed, **we** shall not be liable for a loss or claim based upon, arising from, or in consequence of, any such misrepresentation.
5.3 Preconditions	**We** are only obliged to indemnify **you** in accordance with this **policy** if **you**: a. make sure **your personal devices** are used and maintained as recommended by the manufacturer or supplier, and b. prevent and mitigate loss or damages covered under this **policy**. This includes: i. Providing, maintaining and updating appropriate system, device and data security (e.g. anti-malware solutions), and ii. Maintaining and updating at appropriate intervals backups of **your data**
5.4 Payment under more than one section	Any cover affecting more than one section of cover will be subject to the highest applicable **deductible**.
5.5 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**.
5.6 Other Insurance	If there is other insurance for the same **insured event** this **policy** will apply in excess of this other policy and will not contribute with this other insurance.
5.7 Termination	If the **named insured** and **we** agree to terminate this **policy**, **we** will repay a proportion of the **premium** for the remaining **policy period**, unless **you** have reported a claim in which event no **premium** will be repaid.
5.8 Premium payment	The **named insured** must pay the **premium** to **us** within **30 days** of the start of the **policy period** otherwise **we** may cancel this **policy** by giving the **named insured** 14 days' written notice. If the **policy** is cancelled by **us** pursuant to this clause the **named insured** must pay a proportion of the **premium** for the period from the start of the **policy period** until expiry of the notice period, unless **you** have reported any claim before the expiry of the notice period in which case the full **premium** shall be due and payable
5.9 Notices	Notices must be in writing and sent by e-mail, registered post or hand to the addresses stated in the **schedule** or any other agreed addresses. **You** may give notice by telephone but must send a written notice as soon as practical afterwards
5.10 Assignment	**You** must not assign any legal rights or interests in this **policy** without **our** prior written consent.
5.11 Variations	Variations to this **policy** must be agreed by the **named insured** and **us** in writing
5.12 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
5.13 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
5.14 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**.

5.15 Law and jurisdiction	This **policy** will be governed by the laws as stated in the **schedule**. The courts as stated in the **schedule** will have exclusive jurisdiction for any dispute
5.16 Definitions	A definition in this **policy** to the singular shall include the plural and vice versa
5.17 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 – i) Proof of reporting to bank or credit organization; ii) Proof that the bank or credit organization is not indemnifying such loss to **You**; iii) Complaint letter acknowledged by Police. 3) Currency paid by **You** to prevent or end a **Cyber extortion** Threat
5.18 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**.
5.19 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.
5.20 Changes in Your circumstances	**You** must notify **Us** as soon as possible in writing of any change in **Your** circumstances which may affect this insurance cover. **We** will advise **You** if there is any additional **Premium** payable by **You**.
5.21 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.
5.22 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**.
5.23 Allocation	If a Claim involves both covered and uncovered matters and 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**.
5.24 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*)
5.25 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.
5.26 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.

5.27 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.
5.28 No Tacit Renewal	**We** shall not be bound to accept any renewal **Premium** nor give notice that such is due.
5.29 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 be 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 quo invoice and payment proofs for each and every item as claimed. 6.For items which are under claim & not to be repaired or reinstated, docu 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 com 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 claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report, as applicable *(Applicable to Retail policyholder)*.
5.30 Grievances	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:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	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	Gujarat, Dadra & Nagar Haveli, Daman and Diu.

		Email: bimalokpal.ahmedabad@cioins.co.in	
	2	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 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
	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 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
	10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.

		A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	
	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, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi 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	Bihar, Jharkhand.

		Email: bimalokpal.patna@cioins.co.in	
	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, Insurer's website www.icicilombard.com or from any of the Insurer's offices		