Retail 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. Retail Cyber Liability Insurance by ICICI Lombard is designed as a form of indemnity insurance that protects individuals against losses specifically vary from cyber bullying to unauthorized transactions

RISK COVERED

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

1. Identity Theft
2. Unauthorized transaction
3. Reputational injury
4. Cyberbullying
5. Cyber Extortion
6. Malware Intrusion
7. Legal expenses
8. Data Restoration Costs
9. Forensic Costs
10. Consequential Losses

Below mentioned are the various Policy Limits and sub-limits of the coverage provided

7,500,000	**10,000,000**										
Sub-Limits Fo											
Forensic Costs	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000
Data Restoration Costs	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000
Consequential Losses	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000
Legal Expenses	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000
Reputational injury	20,000	20,000	50,000	50,000	50,000	45,000	60,000	50,000	150,000	150,000	125,000
Cyberbullying	20,000	20,000	50,000	50,000	50,000	45,000	60,000	250,000	500,000	150,000	1,000,000
Cyber Extortion	5,000	10,000	30,000	50,000	100,000	150,000	200,000	250,000	500,000	750,000	1,000,000
Malware	5,000	10,000	30,000	50,000	100,000	150,000	200,000	250,000	500,000	750,000	1,000,000
Unauthorized Transaction	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000
Identity Theft	50,000	100,000	300,000	500,000	1,000,000	1,500,000	2,000,000	2,500,000	5,000,000	7,500,000	10,000,000

Our maximum liability will be subject to the amount as specified in the table above against each expenses respectively and at no point of time will the aggregate payout exceed the overall policy limit as selected by the customer

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

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** 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 S chedule, 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 S chedule, for **Data Restoration Costs** and **Lost Wages**, resulting from a **Malware Intrusion** first occurring 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 6 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 -6 of the Policy Schedule reasonable fees, costs and expenses incurred upto 30 days from reporting to **Us**, with **Our** prior written consent, to restore the lost **Data** following a **Cyber Extortion Threat** or following an introduction of **Malware** into **Your Computer S ystem** 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 -6 of the Policy Schedule reasonable fees, costs and expenses incurred upto 30 days from reporting to **Us**, 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** and reported to us within the **Policy Period**, mentioned in Item -6 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**.

Also please find below relevant definitions of the coverage's

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 for upto 30 days from reporting to **Us**; 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 for upto 6 months from reporting to **Us**.
Cyberbullying	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

Cyber Costs Extortion	means reasonable fees, costs and expenses paid, with **Our** prior written consent, a) to IT security consultants retained for upto30 days by **You** b) monies paid by **You** to prevent or end a **Cyber Extortion Threat** c) Data restoration costs d) Forensic costs
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**.
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
Data	means information processed or stored by a **Computer S ystem**. This information will be in the form of but not limited to text documents, images, audio clips, software programs, or other types of data

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.
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
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
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.
Malware	means any software used to erase, corrupt or damage **data** or or gain access to **Computer S ystems** or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, spyware, adware, worms and logic bombs.
Malware Intrusion	means an introduction of **Malware** into Your **computer system** that results in alteration, corruption or destruction of Y our **data** or Y our software.

MAJOR EXCLUSIONS -

Indicative list of exclusions is as below

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

1. Insured failure to take precautions to safeguard his/her Personal Information, Bank Accounts and/or Credit/Debit Cards and/or mobile wallets information and internet communication.

2. Any actual physical injury (other than emotional distress or mental injury), sickness, disease, disability, or death of any person
3. a) the commission by Insured of any dishonest , criminal or malicious; acts or
   b) participation of Insured in, or direction of , or knowledge of such acts or

   c) Loss directly or indirectly created or endorsed by Insured

4. Facts or circumstances, known to Insured or which Insured 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.
5. Any legal proceedings which commenced prior to inception of this Policy.
6. Insured's business activities (including but not limited to e-trading and blogging where Insured receive remuneration or benefits in any form), Occupation or political affiliations.
7. Any unexplained loss or mysterious disappearance.
8. Any loss or damage caused by the order of any government authority.
9. Consequential loss or damage of any kind including loss suffered by any Third Party.
10. Matters uninsurable under law.
11. Losses arising from the theft, disappearance, loss of value or inaccessibility of any cryptocurrency.
12. Any damage to or destruction of any tangible property, including loss of use thereof.
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.
14. Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing
15. War, Terrorism, looting and Governmental Acts.
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

POLICY LIMIT

The cover is available for Limits of indemnity from INR 50,000 to INR 10,000,000 as opted by the **Policyholder**

WHO IS COVERED UNDER THE POLICY?

The policy covers the means **Policyholder** or **Policyholder** and his or her spouse, parents and children who reside at the same address, as the case may be.

CANCELLATION/ TERMINATION

The Insured can cancel the policy at any time during the policy period by Informing the company.

The Company 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.

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.

ANTI REBATING WARNING

Section 41 of the Insurance Act 1938

(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.

For more details on risk factors, terms and conditions, please read the policy wordings before concluding a sale.

YOU CAN REQUEST A QUOTE TODAY

For more information about our new "Retail Cyber Liability Insurance" and the full range of ICICI Lombard Insurance products contact your ICICI Lombard representative.

ICICI Lombard General Insurance Company Limited

Mailing Address: Interface Building No.16, 601/602, 6th Floor, New Link Road Malad (W), Mumbai - 400 064.

Registered Office Address: ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at www.icicilombard.com • Mail us at customersupport@icicilombard.com

Toll Free No.: **1800 2666** • Chargeable No.: **+91 865222 22666** • Insurance is the subject matter of solicitation.

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