

## Cyber Sachet Policy Terms and Conditions

Please read this document carefully and keep it in a safe place

### 1. Definitions

**Confidential Information** any form of sensitive information not publicly available, whether or not marked as 'confidential'.

**Cyber Incident** any malicious act or malware occurring on Your personal devices

**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, unauthorized 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 Policy Schedule/Certificate, being the amount which You must incur before this Policy responds.

**Digital Wallet** 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.

**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 misled to believe that the email is real and therefore trusts the faked origin of the message.

**Insured Event** any theft of funds, cyber incident affecting Your UPI and wallet financial loss and thirdparty claim.

**Malicious Act** any unauthorized or illegal acts 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 devices, computer system or computer network including the internet.

**Malware** any unauthorized 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.

**Non Commercially** Private sales, not through an owned web-shop and goods sold noncommercially and are not sold in

**Period of Insurance** The period of cover as stated in the Policy Schedule/Certificate.

**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). Smishing and Vishing with the same purpose as of the definition of Phishing shall be covered.

**Software** any digital standard, customized 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/physical transfer of money, assets or any other funds.

## 2. Insurance Cover and Benefits under the Policy

### Unauthorized Digital Transactions

We will indemnify You for direct and pure financial loss sustained by You:

a. as a result of **theft of funds** due to an unauthorized digital access to Your bank account, credit or debit card or **digital 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 digital wallet company immediately on discovery of event but not later than 72 hours and lodge a complaint to Police detailing theft of such funds

ii. You provide evidence that the issuing bank or the digital wallet company is not reimbursing You for the theft of funds, in case Your claim amount exceeds a sum of INR 10,000, and

iii. You provide a confirmation from Your employer that the lost wages are not to be repaid, in case Your claim amount exceeds a sum of INR 10,000

iv. You report to Us immediately on discovery of event but not later than 72 hours.

### General Policy exclusions

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

1. Any Event or circumstances which were known to You prior to inception of this policy that could reasonably lead to an Insured Event under this Policy.

2. Any action or omission of You or any misbehavior of You which is intentional, malicious, dishonest, deliberate, or reckless.

3. Any action or omission in Your capacity as employee or self-employed person as well as any professional or business activity

4. 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 2 - Identity Theft and Section 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 9 – Social Media and Media Liability. However, theft, infringement, misuse or abuse of patents will always remain excluded.

8. Third party claims made by Your family members, any person residing with You, made from Your account or any joint account holder with You.

9. Any Contractual liability.

10. Any costs of betterment of Your personal devices 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 online and or otherwise.

13. Any Director and Officer Liability or any professional liability.
14. Any loss sustained by You by accessing any restricted or websites banned by the relevant authority over internet.
15. Losses sustained by You resulting directly or indirectly from any fraudulent or dishonest acts committed by Your employee or family, acting alone or in collusion with others.
16. Losses due to the failure, outage/disturbance of infrastructure (e.g. electricity, gas, water, internet service, satellite, cable, telecommunications, or other utility services)..

#### ENDORSEMENT

- Deletion of Unauthorized Physical Transactions Coverage –
- It is understood and agreed that as per request of the Insured, coverage under Section 1 related to Unauthorized Physical Transactions stands deleted and hence not covered under the scope of the policy. Subject otherwise to the terms, conditions, limitations and exceptions of the Policy.
- Only 1 claim per user during coverage period

#### General Conditions

You must comply with the following conditions to have the full protection of Your Policy.

It is a condition precedent to Our liability that You or any one claiming indemnity or benefit complies with the terms and conditions of this Policy.

1. Representation and Warranty In issuing this policy We have relied upon Your statements, representations, and information as being true and accurate. If Your statements, representations or information contain misrepresentations which 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.

2. 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.

3. Taking Reasonable Precautions 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. You should also take all practical measures to minimize claims. Such measures include but are not limited to not sharing sensitive account information, regular data backup logins, PIN/TAN and Personal Information with Third Parties, securing physical access to devices, 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 have to keep Yourself informed of further recommendations and alerts made from time to time by Us, Your Bank, Social Networks, other service providers or software manufacturers, as well as relevant authorities such as the police, CERT-IN and RBI. 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.

4. Fraud You must not act in a fraudulent manner. If You, or anyone acting on Your behalf: a. Make a claim under the Policy knowing

the claim to be false or fraudulently inflated b. Cause any loss or damage by Your willful act or with Your knowledge c. Send Us a document to support a claim knowing the document to be forged or false in anyway, or d. Make a statement to support a claim knowing the statement to be false in anyway. We will not pay the claim and cover under the Policy will be forfeited and would render the policy void at Our sole discretion and which would result in denial of insurance benefits under this Policy. We also reserve the right to recover from You the amount of any claim We have already paid under the Policy. 5. Cancellation This Policy will terminate at the expiration of the period for which premium has been paid or on the expiration date shown in the Policy Schedule/Certificate. You may cancel this Policy at any time by sending fifteen (15) days notice in writing to Us or by returning

#### 5. Claims

In case of any grievance the insured person may contact the company through:

Website: [www.hdfcergo.com](http://www.hdfcergo.com)

• Customer Service Number: 022 6234 6234 / 0120 6234 6234

• Contact Details for Senior Citizen: 022 6242 6226

| Email id: [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com)

• E-mail: [care@hdfcergo.com](mailto:care@hdfcergo.com) Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured Person may contact the grievance officer at [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)

#### 6. Other Insurance

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

#### 7. Cancelling this Agreement

Insurer reserves the right to cancel this Policy from inception immediately upon becoming aware of any mis-representation, mis-declaration, fraud, nondisclosure of material facts or non-cooperation by You or on Your behalf. No refund of premium shall be allowed in such cases. Notice of cancellation will be mailed to You at Your address set forth in the Policy Schedule/Certificate, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. In case of any claim under this Policy or any of its individual coverage no refund of premium shall be allowed.

#### 9. Governing Law & Jurisdiction

**This Policy is subject to the exclusive jurisdiction of the Courts of India. 11. Complaints**

If at any time You want to tell the Policyholder about a problem with Your Policy, please call the Policyholder on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (please prefix your city STD code) or You can write to the Manager-Customer Services at:

CPP Assistance Services (Pvt) Ltd

P O Box No 4337, Kalkaji Post Office, New Delhi – 110019

The Policyholder will make best efforts to answer Your query within five (5) working days. If the Policyholder has not replied to Your complaint by then, the Policyholder will send You an acknowledgement letter to keep You informed of progress.

For full details of Insurance benefits and terms and conditions and exclusions, please refer to the Policy Terms and Conditions and Schedule issued by the Insurer. You may contact the Policyholder or the Insurer in this regard.