



United India Insurance Company Limited

HEAD OFFICE 24, WHITES ROAD, CHENNAI- 600014

CIN : U93090TN1938GOI000108

UNITED CYBER KAVACH INSURANCE POLICY

A. PREAMBLE:

Mr./Mrs./Ms. _____ (henceforth referred to as the "Insured") has submitted a proposal and declaration.

United India Insurance Company (henceforth referred to as "Insurer"), relies on the information furnished in the proposal and declaration for this Policy, or its preceding Policy of which this is a renewal. On such reliance and in consideration of the premium received, the Insurer hereby agrees to the following Terms and Conditions. These Terms and Conditions will be the basis for any claim or benefit under this Policy.

B. INSURING CLAUSE:

In consideration of the payment of the premium, the Insurer and the Insured agree as follows:

Section 1: Theft of Funds

1.1 Insurer shall indemnify insured for Theft of funds suffered by insured as a result of Cyber Incident; or unauthorized access of insured Bank Account, Credit card/Debit card and/ or Mobile wallets by a Third party subject to:

- a. The Theft of funds occurring during the Policy period,
- b. Discovery of Theft of funds is no longer than 90 days from the date of occurrence,
- c. Insured shall report to the issuing Bank or the Mobile wallet company within 72 hours of discovery of the Theft of funds,
- d. Insured shall file a First Information Report (FIR) detailing the unauthorized Theft of funds within 72 hours upon discovery of the Theft of funds or provide complaint letter acknowledgement from the police,
- e. Insured shall provide insurer evidence that the issuing Bank and/or the Mobile wallet company is not reimbursing insured for the Theft of funds.

1.2 Insurer shall provide insured, coverage for Legal Defence Costs incurred by insurer to pursue a legal action against insured Bank and/or Mobile wallet for non-reimbursement of funds due to Theft of funds as set forth in Section 1.1.

1.3 Insurer shall reimburse insured for penal charges or fall below charges levied due to Theft of funds as set forth in Section 1.1 which resulted in:

- (a) Not being able to maintain minimum balance in a Bank and/or,
- (b) Missing an Equated Monthly Instalment (EMI) on a loan.

This cover is sub-limited to **INR 2,500** per loss and in aggregate during the Policy Period, subject to insured providing proof that the Bank has levied the charges and provide evidence that they have not been waived off.



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1.4 In addition to the General Conditions the following Conditions shall apply to Section 1.1 and Section 1.2:

a. insured must take due care and reasonable precautions to safeguard details of Insured's Bank and/or Credit cards/Debit cards and internet communications.

b. For Theft of funds incurred while insured is travelling outside of India, the following additional conditions shall be applicable:

i. A copy of FIR and/or police acknowledgement receipt confirming Theft of funds should be dated within 5 days of first arrival into India.

ii. A copy of passport will be required as proof of travel.

iii. Travel duration should not exceed 2 months for a single trip outside of India (i.e. last departure from

India to be no more than 2 months from latest date of arrival into India).

1.5 Exclusions

The coverage in Section 1.1 and Section 1.2 shall not apply if at least one of the following exclusions are fulfilled:

a. There was gross negligence by insured in taking precautions to safeguard insured Personal information, Bank Accounts and/or Credit cards /Debit cards and or Mobile wallets and internet communication, however the onus of proving such gross negligence lies with the Insurer,

b. Theft of funds due to physical loss or theft of insureds Computer system,

c. Withdrawal of funds via ATM made through insureds Bank Account and/or Credit cards/Debit cards by a Third party

d. Theft of funds following physical theft or loss of Credit cards /Debit cards

e. Criminal and fraudulent Acts committed by insured,

f. Any loss of Non-Fiat currencies including but not limited to Bitcoins.

Section 2: Phishing Cover

a) The Insurer shall indemnify the Insured during the period of Insurance or the Extended Reporting period if applicable, the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of Phishing by a third party.

b) The Insurer shall indemnify the Insured during the Period of Insurance or the Extended Reporting Period, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by Phishing.

This coverage is subject to sub limits as specified in the Policy Schedule.



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Section 3: E-mail Spoofing Cover

a) The Insurer shall indemnify the Insured during the period of Insurance or the Extended Reporting period if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim of an act of E-mail Spoofing by a third party.

b) The Insurer shall indemnify the Insured during the Period of Insurance or the Extended Reporting Period, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for the Direct and Pure Financial Loss caused to the Insured by E-mail Spoofing.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 4: Identity Theft

i. The Insurer shall indemnify the Insured during the Period of Insurance or Extended Reporting Period if applicable all Defence Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability that directly results from the Identity Theft of the Insured other than from a legitimate Social Media account of the Insured by Cyber Attack.

ii. The Insurer shall indemnify the Insured during the Period of Insurance or Extended Reporting Period if applicable Costs incurred for prosecution of a criminal case under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Identity Theft of the Insured other than from legitimate Social Media accounts of the Insured by Cyber Attack.

iii. Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of Identity theft.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 5: Online Purchase Transactions

Insurer will reimburse Insured for his/her Direct and Pure Financial Loss due to transactions on the internet via payment card or Mobile Wallet that he/she has 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. Insured can show that he/she has made reasonable attempts to seek a recovery or refund from the Third Party and/or seller of the goods and services to indemnify him/her for his/her financial loss; and

ii. The fraud event is reported by insured to his/her card issuer or bank or other relevant entity within 48 hours of discovery by him/her; and

iii. Insured card issuer or bank or other relevant entity refuses in writing to reimburse his/her for transactions made by him/her as a result of the fraud.

This cover is sub-limited to 10% of LOI per loss and in aggregate during the Policy Period.

Section 6: Data Restoration Cost / Malware Decontamination Cover for Personal Devices & Smart devices



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The Insurer shall indemnify the Insured during the Period of Insurance or Extended Reporting Period any reasonable and necessary costs incurred by the involvement of an IT expert after a cyber-incident to restore insured's data or to decontaminate or clean insured's personal device & smart Devices from malware, to the closest possible condition in which they were immediately before cyber incident.

In addition to the General Conditions the following Conditions:

The loss, alteration, corruption or destruction of insured's Data occurs and is first discovered by insured during the Policy period,

i. The loss, alteration, corruption or destruction of insured's Data is reported to Us as soon as practicable but in no event more than 45 days after the date it occurs and is discovered by insured, and

ii. Insured apply security critical updates for the operating system on insured's Computer system within 30 days of their release by the respective supplier.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 7: Privacy Breach and Data Breach Liability

Insurer shall pay insured, which shall be legally liable including legal cost arising from a third party claim for any unintentional data breach relating to confidential information or personal data of a third party.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 8 - Cyber Bullying, Cyber Stalking and Loss of Reputation

1. Insurer shall indemnify insured for any reasonable and necessary costs incurred by insured for civil proceedings against a third party for committing cyber bullying or cyber stalking against insured.

2. In case of an evident and significant loss of reputation caused by cyber bullying or cyber stalking, insured shall indemnify for any reasonable and necessary costs and expenses for an expert to manage and restore insureds reputation

3. Insurer shall indemnify insured for all reasonable fees, costs and expenses for a necessary relocation of educational institution due to a significant and ongoing cyber bullying or cyber stalking, provided that the relocation was recommended by an expert or relevant authorities

4. Insurer shall indemnify insured for all reasonable fees, costs and expenses of psychological assistance and treatment resulting from cyber bullying or cyber stalking.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 9: Social Media & Media Liability The Insurer shall indemnify the Insured during the Period of Insurance or the Extended Reporting period if applicable, reasonable Defence Costs and damages lodged by a Third party against the Insured for any unintentional.

- defamation,
- breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or



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- breach or interference of privacy rights, resulting from Insured's online media activities including media activities in social media.

Exclusion: The coverage in Section 9 shall not apply if any liability arising out of any political, gender, cast, racist and religious statement.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 10: Cyber Extortion

The Insurer shall indemnify the Insured, the Cyber Extortion Loss that the Insured incurs solely and directly as a result of a Cyber Extortion Threat First Discovered during the Period of Insurance.

As a condition for payment under this cover the Insured shall:

- i. keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required; and
- ii. take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities; and
- iii. take all reasonable steps (including the involvement of a security consultant with the Insurer's prior written consent), to effectively mitigate the Cyber Extortion Loss.

b) The Insurer shall indemnify the Insured, Costs incurred by the Insured during the Period of Insurance, for prosecution of a criminal case filed by or on behalf of the Insured, against a Third party Under The Information Technology Act 2000 (No 21 of 2000), and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Extortion.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 11: Network Security Liability

Insurer shall pay Insured, any sum for which insured is legally liable including legal cost arising from a third party claim for a cyber-incident on insured personal devices that insured has failed to prevent and which has caused damage, alteration, destruction or theft of data or a DoS attack on third parties' computer systems.

This coverage is subject to sub limits as specified in the Policy Schedule.

Section 12: Privacy Breach and Data Breach by Third Party

The Insurer shall indemnify the Insured during the Period of Insurance or the Extended Reporting period if applicable all Costs including legal fees incurred by the Insured for a Claim for Damages lodged by the Insured against a Third party for Privacy Breach and or Data Breach provided the Third Party has communicated in writing to the Insured or has acknowledged publicly by electronic or print media the occurrence of a Privacy Breach or a Data Breach of the Insured.

This coverage is subject to sub limits as specified in the Policy Schedule.

GENERAL CONDITIONS:

1. Limit of Liability:



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The Insurer's liability to pay or indemnify under this contract for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period

2. Discharge of Insurer from Liability:

The payment of any Loss and or any other amounts payable under this Policy to the Insured shall fully release the Insurer from the Insurer's liability to make payment with respect to such Loss and all other amounts

3. Policy Renewal:

The Insurer shall not be bound to accept any renewal premium nor give notice to the Insured that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company. Under normal, circumstances renewal will not be refused except on the grounds of misrepresentation, fraud and non-disclosure of material facts or noncooperation of the insured.

4. No Third Party Rights:

Notwithstanding what is stated in any Law, this Policy is not intended to confer any rights or benefits on and or enforceable by any Third-Party other than an Insured and accordingly no Third Party shall acquire any rights in relation to or under this Policy nor can enforce any benefits or Claim under term of this contract against the Insurer.

5. Assignment:

The Insured shall not be entitled to assign this Policy nor any interest or right under the Policy without the Insurer's prior written consent

6. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurance whether effected by the Insured or by any other person or persons covering the same risk, the Insurer shall not be liable to pay or contribute more than its rateable proportion of such loss or liability.

7. Subrogation:

The Insured and any claimant under this policy shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the company shall be or would become entitled or subrogated upon the company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insureds' indemnification by the company. The Insurer reserves the right to recover amount due from any third party by virtue of Letter of Subrogation post settlement of the claim. Any amount recoverable from any Third party shall be sum payable to the insurers post settlement of the claim.

8. Fraud:

If any claim under this policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on the insureds' behalf to obtain any benefit under this policy, all benefits and rights under this policy shall be forfeited and the policy will be null & void.



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9. Misrepresentation:

This policy shall be void in the event of mis-representation, mis-description or non-disclosure of any material particulars.

10. Cancellation:

The Insurer may at any time, cancel this policy by giving seven (07/ 15) days' notice in writing by registered post or by courier to the Insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the un-expired period of insurance.

11. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained."

12. Observance of Terms and Conditions:

The premium payable under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form/official website of the company. The due payment of premium and observance and fulfilment of the terms, conditions and endorsement of this policy by the insured shall be a condition precedent to any liability of the company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorized official of the company. Any violations of terms & conditions will make the policy voidable at the option of the insurer depending on the degree of implication on the loss occurred, recovery prospects & investigation except in case of fraud & misrepresentation.

SPECIAL CONDITIONS:

1. The debit card/ credit card involved must be blocked immediately within 24 hours after detection of the loss of money or loss of card, which ever happens earlier.
2. Any cashback/rewards if so credited to the concerned card holder's account against misused transaction leading to loss of money, shall be reduced from the loss payable under the policy.



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3. Insured should have a registered valid mobile number & e-mail id to receive SMS alerts/OTP from the bank.

4. This insurance shall not cover losses that can be received from a financial institution, payment wallet/service operator, ecommerce service provider or any such entity who has a primary responsibility to indemnify the insured.

F. EXCLUSIONS:

No coverage will be available under this Policy with respect to any Loss arising out of, based upon or attributable to:

1. Dishonest and Intentional mis-conduct:

Any deliberate, criminal, fraudulent, dishonest or malicious act or omission; or intentional or willful violation of any duty, obligation, contract, law or regulation; by the Insured.

Such acts should have directly caused the loss for the exclusion to apply. Provided, however, the Insurer shall advance Defense Costs until there is

a) Final decision of a court, arbitration panel or Regulator, or

b) A written admission which establishes such behavior. Following such finding the Insurer shall be entitled to repayment of any amount paid to or on behalf of the Insured under this Policy.

2. Bodily Injury:

Any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused.

3. Property Damage:

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

4. Contractual Liability:

Any liability under any contract, agreement, guarantee or warranty assumed or accepted by an Insured except to the extent that such liability would have attached to an Insured in the absence of such contract, agreement, guarantee or warranty;

5. Prior Acts Exclusion:

Any Claim due to, arising out of or based upon or attributable to acts committed, attempted, or allegedly committed or attempted, prior to the inception of the coverage and known to the Insured

6. Intellectual Property Rights:

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

7. Trading:

Any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, cryptocurrencies and the like.



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8. Outage/Disturbance Loss:

Losses due to the outage/disturbance of external networks (e.g. power, internet, cable & telecommunications)

9. Commercial, Political, Union or Religious Activities:

Any kind of losses in connection to commercial, political or union activities, the exercise of a religious function/office and/or the membership in any club/association that is salaried and/or not for leisure.

h) Immoral/Obscene Services: Any losses in connection with racist, extremist, pornographic or other immoral/obscene services, statements or representations provided made or committed by the insured.

i) Professional Services:

Any loss or damage attributable to rendering or non-rendering of professional services

j) Sharing/Divulging user id and password:

Any sharing of divulging of id / password leading to loss of money/data. Any act of error and commission by insured causing over payment or transfer to a wrong bank account not intended to.

k) Loss of Reputation/Goodwill

l) Matters uninsurable by law.

m) Prior/ Pending Litigation:

Any legal proceedings which commenced prior to inception of this policy

n) War & Terrorism

Any actual, threatened or feared act of:

a) war, invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion, military or usurped power or martial law, or

b) Violence or other intended harm to human life or health or to property for political, religious or other ideological reason and for the purposes of intimidating, coercing or harming, in part or in whole, any government, population or segment of economy, except to the extent exclusively carried out through an actual Cybercrime.

DUTIES OF THE INSURED:

Insured shall take all reasonable measures to safeguard the Insured's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cybercrime including but not limited to

i. Updating Antivirus Software from time to time as per recommendations of the Antivirus Software provider.

ii. Maintaining up-to-date patch-states of the OS, browser, E-Mail, other software programs



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iii. Maintaining back up of all valuable data stored in the Computer System in other storage media including external data media.

iv. Implementing best practices security e.g. password strength, regular changes of passwords, use of two-factor-authentication as recommended by Internet Service Provider, Social Media Service Provider, Financial Service Provider/Bank/Payment System Operator and/or Government/Authorities

*Note: Waiver of conditions (i) to (iv) above may be considered by the Company at its discretion, in cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the Insured was placed, it was not possible for the Insured to take reasonable measures to safeguard the Insured's Computer System and Digital Devices and prevent the occurrence and to minimize the impact of any Cybercrime.

CLAIM REPORTING/ PROCESS:

On happening of any loss or damage the insured or Upon receipt of any Claim, the Insured shall, as soon as practicable, give notice in writing/e-mail from registered email id with insurer thereof to the Insurer within 72 Hrs. If, during the Period of Insurance, the Insured becomes aware of any fact, event or circumstance which is likely to give rise to a Claim then the Insured shall give written notice thereof to the Insurer as soon as reasonably practicable and, in any event, during the Period of Insurance.

If the Insured reports a Claim or facts that might give rise to a Claim to the Insurer, then the Insured shall give the Insurer such information and co-operation as it may reasonably require including but not limited to:

- a) Submission of fully completed and signed Claim form
- b) Copy of FIR/Complaint lodged with Police Authorities / cyber cell
- c) Copies of legal notice received from any Person/entity
- d) Copies of summons received from any court in respect of a suit filed by a party/entity
- e) Copies of correspondence with financial institutions with regard to any Loss
- f) Legal notice served on any Financial Institution and or case filed against Financial Institution for IT Theft Loss
- g) Copies of legal notice served on any Third Party for any Data breach or privacy breach
- h) Copies of criminal case filed against third party
- i) Copies of invoices for expenses covered under the policy for which indemnity is sought
- j) Proof to show that the Personal Data is the propriety information belonging to the Insured.
- k) Proof to show that Loss is incurred by the Insured.
- l) Details/invoices of Costs incurred for filing of criminal case /Claim for Damages against third party
- m) Copies of invoices for expenses incurred IT Consultant Services Cover

All notifications and all communications under this Policy must be in writing to the address mentioned in the Schedule



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I. DEFENCE SETTLEMENT AND CLAIM COOPERATION:

Insurer shall be entitled to fully participate in the defense and at the negotiation stage of any settlement that is reasonably likely to involve or appear to involve. However, the right and duty to defend and contest the claim shall lie solely on the Insured. As condition precedent to liability under the policy, the Insured shall provide the Insurer at his own cost with all documentation, information, assistance, co-operation that may be requested and required towards, investigation, defense, settlement or appeal of a claim or circumstances. Insured shall take all reasonable steps to mitigate the loss in his capacity immediately within reasonable period of time.

J. GRIEVANCE REDRESSAL MECHANISM:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, you can address Your grievance as follows:

1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

Address including email

Chief Grievance Redressal Officer

#19 Nungambakkam High Road, IV Lane, Chennai - 600034

E-mail: customercare@uiic.co.in

2. Consumer Affairs Department of IRDAI

a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking [here](#). You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal <http://www.policyholder.gov.in> for more details.

3. Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.



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Note: Insurer to give details of Insurance Ombudsmen.

Information about Us

The United India Insurance Company Limited

#24, Whites Road, Chennai – 600014.

Ph :91-044-28575200

Web: uiic.co.in

Customer Service: customercare@uiic.co.in

K. POLICY DEFINITIONS:

Any word or expression found in the Policy and Policy Schedule/certificate have these meanings, unless otherwise defined--

SR. No.	TERM	MEANING
1	Affected Person	Any natural person who has been affected by the named insuring clauses.
2	Claim	Any written demand, suit or civil legal proceeding. A Claim shall be deemed to be first made or commenced when the Insured first becomes aware of it.
3	Computer	Any electronic magnetic, optical or other high-speed Data processing device or system which performs logical, arithmetic, and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, Computer software, or communication facilities which are connected or related to the Computer in a Computer system or Computer network.
4	Computer System	A device or collection of devices, including input and output support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, which contain Computer Programmes, electronic instructions, input Data and output Data, that performs logic, arithmetic, Data storage and retrieval, communication control and other functions; For avoidance of Doubt, Computer System shall include all kinds of digital devices.
5	Credit/Debit Card	Your physical Credit/Debit Card, Credit/Debit Card details or Credit/ Debit Card numbers that are issued by banks operating in India.
6	Confidential Information	any form of sensitive information not publicly available, whether or not marked as 'confidential'.
7	Cyber Bullying	any acts of: a. harassment (including foster personal interaction repeatedly despite a clear indication of disinterest) b. intimidation c. illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication) or d. threats of violence committed against You over the internet.
8	Cyber Attack	A targeted intrusion into the Insured's Computer System: a) which results in the transmission of unauthorised Data to the Insured's Computer System or from the Insured's Computer System to a Third Party's Computer System that is designed to modify, alter, damage, destroy, delete, record or transmit information without authorisation, including Data that is self-replicating or self-propagating, or is designed to contaminate other Computer Programmes or legitimate Computer Data, consume Computer resources or in some fashion usurp the normal operation of a Computer System. b) To obtain unauthorized access or use of the Insured's Computer System. A targeted intrusion is an intrusion or a series of intrusions specifically directed against the Insured. A series of intrusions are intrusions using the same weakness of Computer Systems or using the same malicious programmes or codes.
9	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 personal devices or Your data on Your personal devices in order to extract an extortion ransom from You by use of coercion.
10	Cyber Incident	any malicious act or malware occurring on Your personal devices .
11	Cyber Stalking	the repeated use of electronic communications to harass or frighten someone.



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12	Damages	<p>The following, incurred as a result of a Claim:</p> <ul style="list-style-type: none">i. any amounts that an Insured shall be legally liable to pay to a Third Party in respect of judgments or arbitral awards rendered against an Insured;ii. monies payable by an Insured to a Third Party pursuant to a settlement agreement negotiated by the Insured with the prior written approval by the Insurer; oriii. Civil fines and penalties, Punitive or exemplary Damages where insurable by the law of this Policy and the jurisdiction in which the payment is to be made. <p>Damages shall not include:</p> <ul style="list-style-type: none">i. The loss, offset or return of fees, commissions, royalties, bonuses or profits by the Insured or the Costs to re perform any services;ii. The Costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;iii. The Costs to design, upgrade, maintain, or improve a Computer System or Computer Programme, including correcting any deficiencies or problems;iv. Taxesv. Compensatory Costs.vi. Consequential Loss.vii. Cash Back/Reward points
13	Data	any digital information, irrespective of the way it is used, stored or displayed. (such as text, figures, images, video, recordings or software).
14	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 .
15	Defence Costs	Reasonable and necessary legal fees, Costs and expenses incurred by or on behalf of the Insured, with the prior written consent of the Insurer, in relation to the investigation, response, defence, appeal or settlement of a Claim, including the Costs of attachment or similar bonds, provided the Insurer shall have no obligation to furnish such bonds.
16	Direct and Pure Financial Loss	the loss of funds belonging to the Insured as a Consequence of the Insured being an innocent victim of Phishing & Email Spoofing.
17	Discovered or Discovery	the first manifestation of the Insured's, becoming aware of an event or reasonably suspecting that such event has occurred under insuring clauses and which would cause this person to reasonably assume that a Loss covered under insuring clauses has been or is likely to be incurred, even though the exact amount or detail of the Loss may not be known at that time.
18	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.
19	Endorsement	An authorized amendment to this Policy.
20	Entity	A person, partnership, organization, or business that has a legal and separately identifiable existence.
21	E-mail 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.
22	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).
23	Family	You, Your spouse, Your children, siblings, parents or parents-in-law, residing in the same household, maximum up to 4 in number.
24	Family floater	coverage available as per the Policy schedule/Certificate is applicable to family members.
25	Financial Institution	Any bank whose function or principle activities are regulated by the Indian financial regulatory bodies in the territories in which it operates.
26	Funds	Any cash, money currency owned by the Insured or held by a) A Financial Institution. b) A Payment System Operator in an Electronic form on behalf of the Insured.
27	Hacking	an attempt to exploit a computer system or a private network inside a computer system. It is an unauthorised access to or control over computer network security systems for some illicit purpose.
28	Hardware	the physical components of any personal devices used to store, record, transmit, process, read, amend or control data .
29	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 .
30	Insured	the named Insured as set forth in the Policy Schedule/Certificate.
31	IT Consultant	An independent external IT expert appointed by the Insured with prior written consent of the Insurer.



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32	IT Theft	Any Third Party's targeted cyber intrusion into the Insured's Computer System which results in fraudulent and Unauthorized Access to, deletion or alteration of Data contained in the Insured's Computer System.
33	IT Theft Loss	Funds wrongfully or erroneously paid by the Insured as a direct result of an IT Theft.
34	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, transportation costs and overheads).
35	Limits of Liability	as stated in the relevant section under the Policy Schedule/Certificate.
36	Loss	a) Direct Financial loss b) Damages; c) Defence Costs; d) Costs for Prosecution of Criminal case e) Costs for Filing Claim for Damages on Third party /Financial Institution f) Restoration Costs g) Cyber Extortion Loss; h) IT Theft Loss; i) Consultant Costs j) Counselling Services or any other amount the Insurer is liable to pay under the terms and conditions of this Policy
37	Loss of Reputation	any adverse effect on Your reputation due to a publication on the internet by a third party .
38	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.
39	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.
40	Online media activities	any text, images, videos or sound distributed via Your website, social media presence or e-mail.
41	Payment System Operator	An entity authorized by the Reserve Bank of India to set up and operate in India under the Payment and Settlement Systems Act, 2007.
42	Period of Insurance	The period of cover as stated in the Policy Schedule/Certificate.
43	Personal Data/ Information	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.
44	Personal Devices	any devices (computers, laptops, tablets, mobile phones, etc.) used by the Insured for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting Data .
45	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.
46	Policyholder/ Proposer	The name stated in the Policy Schedule/Certificate.
47	Privacy Breach	a) any unauthorized disclosure by a Third Party or by an outsourced service provider of a Third Party of the Insured's personal Data or b) any Unauthorized Access or use of the Insured's personal Data stored in the Third Party Computer System in actual or alleged breach of any Data protection legislation
48	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 unreasonably withheld or delayed, to treat You for stress, anxiety or such similar medical conditions.
49	Regulator	any official or public body with responsibility to enforce Data Protection Legislation or Authority empowered to adjudicate the disputes/complaints, including but not limited to any Controller of Certifying Authorities, Deputy Controller of Certifying Authorities, Assistant Controller of Certifying Authorities, adjudicating officer, Cyber Appellate Tribunal, appointed or constituted under the Indian Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal Data or information) Rules, 2011, or such other regulator/adjudicating authority as may be designated/appointed, from time to time.



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50	Restoration Cost	Reasonable and necessary Cost to technically restore, retrieve or reinstall Data or Computer Program damaged by entry of the Malware including the Cost of purchasing a Software License necessary to reproduce such Data or Computer Programs Restoration Costs shall not include; 1) More than two attempts per claim at restoration of data or Insured's Computer System during the policy period. 2) Legal Costs or legal expenses of any kind 3) Costs that the insured would have incurred anyway without the entry of Malware 4) Costs for correction of manually incorrect input of Data 5) The Costs to design ,upgrade ,maintain ,or improve the Insured's Computer System or Computer Programmes
51	Social Media	Any forms of electronic communication (as Web sites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (as videos).
52	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.
53	Sum Insured	means Our maximum liability that We shall pay during the Period of Insurance . It is as per following basis as opted by Insured and mentioned in the Policy Schedule/Certificate: • Individual Basis: the amount shown against Individual Insured person. • Floater Basis: the amount shown against Floater Sum Insured which is applicable to all family members together.
54	Theft of Funds	any unauthorized electronic transfer of money, assets or any other funds.
55	Third Party	any person or legal entity other than the Insured as stated in the Policy Schedule/Certificate and his family members.
56	Third Party Claim	any written demand or assertion for compensation or damages by a third party against You .
57	Trade Secret	the information, including a formula, compilation, pattern, programme, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by another person who can obtain economic advantage from its disclosure or use.
58	Unauthorized Access or Use	the improper access or use of the Insured's Computer System by an Unauthorized person acting in an unauthorized manner.
59	We/Us/Our/ Insurer	United India Insurance Company Limited
60	You/Your/ Yourself/Insured	an individual who is named in the Policy Schedule/Certificate.
61	Your personal devices	any personal devices owned, leased or licensed, and directly controlled by You .