

## GROUP PERSONAL CYBER RISKS POLICY PRODUCT BROCHURE

In this generation, we all relate to Digital World of Mobile, Banking Social Media and Online Transactions, due to this there is a significant amount of individual data is generated, transmitted and stored. Nature of this critical data and the complexity of the systems that support its transmission and use, with the possibility of anonymous access, which may result into loss to which each person is exposed due to Cyber Attack.

Considering the exposure to individual risks, Future Generali "Group Personal Cyber Risks Policy" provides a bundle insurance covers that could arise from Cyber Risks only in line with Cyber Attacks for Group Members.

### Who Can buy this Product?

An Association forming Group (above 7 Members), Banks offering their customers

### Operative Clauses

Any **Insured Event** must be first discovered by **Insured** during the **Policy Period** and reported to **Insurer** 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 **Insured** during the **Policy Period** and reported to **Insurer** during the **Policy Period** not later than 72 hours after the termination of the **Policy Period**.

**Insured events** arising from the same cause of action will be deemed to be one **Insured Event**, up to the **Sum Insured** as prescribed in the Policy Schedule/Certificate. This shall apply to **Insured Events** discovered during the **Policy Period** and reported to **Insurer** during the **Policy Period** and up to 72 hours after the termination of the **Policy Period**.

### Insuring Clauses

In consideration of the payment of the Premium, for coverages amongst following as opted by the policyholder and agreed by the Insurer as under:

- **Section I -Privacy Breach and Data Breach by Third Party**

The Insurer shall indemnify the Insured during the Period of Insurance, 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.

**Provided that,**  
**Insured** immediately inform **Insurer** before initiating any legal process of any **Privacy Breach and or Data Breach** relating to their confidential information or personal data.

- **Section II- Privacy Breach and Data Breach Liability**

**The Insurer shall indemnify the Insured during the Period of Insurance, if applicable all Costs including legal fees for a claim arising from Third Party of their Privacy Breach and or Data Breach.**

Provided that,

Insured immediately inform Us on receipt of any such notice that may lead to a third party claim.

- **Section III-Personal Social Media and Media Liability Cover**

The Insurer shall indemnify the Insured during the Period of Insurance if applicable all Defense Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability 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 activities in social media.

b) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred for prosecution of a criminal case under The IT Act, 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 from a legitimate Social Media account by Cyber Attack.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (a).

**Provided that, Insured immediately inform Insurer on receipt of any such notice that may lead to a third party claim.**

- **Section IV Personal Cyber Stalking , Cyber Bullying and Loss of Reputation Cover**

- a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred by the Insured for prosecution of a criminal case against Third Party under the IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for committing cyber bullying or cyber stalking against Insured.
- 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 Insured's reputation by removal or rectification of compromising or defamation material or similar such content from the digital platforms.

Insurer will indemnify Insured for all direct reasonable increased education fees, expenses on books and uniform 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.

- c) Insurer will indemnify Insured for all reasonable fees, costs and expenses of psychological assistance and treatment resulting from cyber bullying or cyber stalking.

Provided that:

Insured report to Insurer immediately on discovery of event but not later than 72 hours.

- **Section V-Theft of Funds**

**Unauthorized Digital Transactions**

Insurer will indemnify Insured upto the sublimit mentioned in 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.

**Unauthorized UPI transaction**

Insurer will indemnify Insured upto the sublimit mentioned in the Policy Schedule, for Your direct financial loss and Lost Wages, resulting from an Unauthorized UPI 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.

- **Section VI-Personal Malware Cover**

a) The Insurer shall indemnify the Insured during the Period of Insurance if applicable for the Restoration Cost incurred due to damage caused by Malware received through SMS, File transfer, downloaded programs from Internet or any other digital means by the Insured's Computer System which has resulted in information stored in the Insured's Computer System being damaged or altered or disrupted or misused.

b) The Insurer shall indemnify the Insured during the period of Insurance if applicable Defense Costs incurred as a result of any Claim by an Affected Person or an Entity for Legal liability that directly results from the Damage caused by entry of Malware into the Insured's Computer System.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (b).

Provided that:

Insured report to Insurer immediately on discovery of event but not later than 72 hours

- **Section VII- Replacement of Hardware**

Insurer shall reimburse Insured for any reasonable costs to replace Insured's personal devices if an IT expert involved by Insurer has determined that the replacement of the entire or parts

of the personal devices will be more efficient and economical than to restore Insured's data or to decontaminate or clean the personal devices after the occurrence of a cyber-incident.

The replacement devices shall have to be of similar quality, kind and functionality as the personal devices that needs to be replaced.

Provided that:

**Insured report to Insurer immediately on occurrence of Cyber Incident but not later than 72 hours.**

- **Section VIII-Personal Cyber Extortion Cover**

a) 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 occurred 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 IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code for Cyber Extortion.

Provided that:

Insured shall notify Insurer, the police or other responsible law enforcement authorities immediately on receipt of any Extortion Threat but not later than 72 hours.

- **Section IX- Personal Identity Theft Cover**

The Insurer shall indemnify the Insured during the Period of Insurance if applicable

- i) all Defense Costs incurred as a result of any Claim by an Affected Person or an entity for Legal liability
- ii) for any direct and pure financial losses including lost wages resulting from an identity theft
- iii) for the reasonable and necessary costs incurred by Insured for credit monitoring services and identity monitoring
- iv) for any reasonable and necessary costs incurred by Insured for prosecution of a criminal case against a third party for committing identity theft against Insured
- v) all reasonable fees, costs and expenses of psychological assistance and treatment resulting from an identity theft.'

that directly results from the Identity Theft of the Insured other than from a legitimate Social Media account of the Insured by Cyber Attack.

b) The Insurer shall indemnify the Insured during the Period of Insurance if applicable Costs incurred for prosecution of a criminal case under The IT Act, and or any other applicable law prevalent in India including the relevant provisions of Indian Penal code against a Third Party for Personal Identity Theft of the Insured other than from legitimate Social Media accounts of the Insured by Cyber Attack.

c) Reasonable expenses incurred on transportation for attending Court summons and photo copying of documents arising out of (a).

Provided that:

- i. Insured have reported to Insurer and the local police within 72 hours after discovery of the identity theft
- ii. Insured can provide a confirmation from Insured's employer that the lost wages are not to be repaid.

#### • **Section X- Online Shopping**

Insurer will reimburse Insured for their direct and pure financial loss due to transactions on the internet via payment card or digital wallet that Insured 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. the fraud event is reported by Insured to Insurer, Insured's card issuer or bank or other relevant entity within 48 hours of discovery by Insured; and
- ii. Insured's card, wallet issuing entity or bank or online e-commerce sites refuses in writing to reimburse Insured for transactions made by You as a result of the fraud.

#### • **Section XI- Online Sales**

Insurer will reimburse Insured for Insured's direct and pure financial loss resulting from Insured selling goods non-commercially online to a dishonest or fraudulent third party buyer, where Insured have lost physical control of the goods but in return never have received due payment for such goods.

Provided that:

1. Insured can show that they have made reasonable attempts to seek payment or recover the delivered

goods from the third party buyer or other relevant parties to indemnify Insured for their financial loss

2. Insured report to Insurer and the local police immediately on discovery of such loss but not later than 72 hours

#### • **Section XII: Smart Home Cover**

Insurer will reimburse Insured for any reasonable and necessary costs incurred by the involvement of an IT expert after a cyber-incident to decontaminate and restore Insured's smart home systems and devices, to the closest possible condition in which they were immediately before the cyber incident.

Provided that,

Insured immediately inform Insurer of any such cyber incidence that may require decontamination and restoration of their home system and devices.

- **Section XIII: Liability arising due to Underage Dependent Children**

Insurer will pay Insured any sums for which they are legally liable including legal cost arising from a third party claim for:

i. a cyber incident resulting from online activities on their personal devices by an underage person (i.e. an age below 18 years) who is a family member that they failed to prevent and which has caused damage, alteration, destruction or theft of data or a DoS attack on third parties' devices

ii. for any unintentional:

a. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or

b. 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 family member.

- **Section XIV: Network Security Liability**

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

Provided that,

Insured immediately inform Insurer on receipt of any such notice that may lead to a third party claim.

- **Section XV-Personal Email Phishing Cover**

a) The Insurer shall indemnify the Insured during the period of Insurance, 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, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third Party Under The IT Act, 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 Email Phishing.

- **Section XVI-Personal E mail Spoofing Cover**

a) The Insurer shall indemnify the Insured during the period of Insurance, 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, if applicable, the Costs incurred for prosecution of a criminal case filed against a Third Party Under The IT Act, 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.

### **Optional Extension**

- **Social Engineering Fraud**

The Insurer shall indemnify the Insured during the period of Insurance, if applicable the Direct and Pure Financial Loss sustained by the Insured by being an innocent victim due to fraudulent transactions initiated by social engineering tactics.

*Above all Coverages are subject to limit of liability as specified in the Policy Schedule, policy shall cease once the Limits of Liability opted by insured is completely utilized during the policy period. There is no reinstatement provision allowed.*

### **Limit of Liability**

The maximum liability payable under the policy period would be underlying sum insured (in 000s), ranging from Rs.25k to Rs.2crs. Only one peril claim (out of 13 listed in Proposal form) would be admissible arising from opted perils and respective sum insured option.

### **Coverage under various insuring clause under Policy**

Defense Cost, Direct and Pure Financial Loss, IT Consultation Services and Counselling Services

### ***What is not covered? (Exclusions)***

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

#### **Dishonest or Improper Conduct - Any:**

- a) Deliberate, criminal, fraudulent, dishonest or malicious act or omission; or
- b) Intentional or knowing violation of any duty, obligation, contract, law or regulation; by the Insured
- c) Any losses that are caused intentionally & against the law

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 behaviour. Following such finding the Insurer shall be entitled to repayment of any amount paid to or on behalf of the Insured under this Policy.

**Bodily Injury** - Any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, (save that this exclusion shall not apply to anxiety or mental stress as set forth in Section IX – Identity Theft and Section IV – Cyber Bullying, Cyber Stalking and Loss of Reputation) disease or death of any person howsoever caused, except as provided in the costs related to Counselling Services,

**Property Damage** - Any damage to or destruction of any tangible property, including loss of use thereof.

**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;

**Prior Acts Exclusion** – Any claim/loss arising out of or based upon or attributable to all insuring clauses, in which all or any part of such were committed, attempted, or allegedly committed or attempted, prior to the policy inception date mentioned in the schedule.

**Trade Secrets and Business Intellectual Property** - Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of business related intellectual property.

**War, Terrorism including Cyber Terrorism** - War, Terrorism, looting and Governmental Acts.

**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.

**Pollution** - Any kind of Pollution.

**Celebrities Liability** – Coverage doesn't apply to any person/entity involved in any kind of Media/Political and Social Public Domain activities, this exclusion only applies under Personal Social Media & Media Liability Clauses.

**Natural Perils** - Any: electromagnetic fields or radiations; including AOG (Act of God) Perils

**Unsolicited Communication** - Any distribution of unsolicited correspondence or communications (whether in physical or electronic form), wiretapping, audio or video recordings or telephone marketing.

**Unauthorised Collection of Data** - Any unlawful or unauthorized collection of personal Data or Client Information.

**Licensing Fees** - Any actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments.

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

**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.

**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.

**Infrastructure/Mechanical Failure** – arising out of, based upon or attributable to, equipment mechanical failure, telecommunication or satellite failure.

Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to **Section– Social Media and Media Liability**. However, theft, infringement, misuse or abuse of patents will always remain excluded.

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

Any Contractual liability.

Any costs of betterment of **Insured's personal devices** beyond the state existing prior to the **Insured Event**, unless unavoidable

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.

Gambling online and or otherwise.

Any Director and Officer Liability or any professional liability.

Any loss sustained by Insured by accessing any restricted or websites banned by the relevant authority over internet.

Any loss sustained due to incident of data compromise or data breach at platform provider / financial entity.

Losses sustained by Insured resulting directly or indirectly from any fraudulent or dishonest acts committed by Insured's employee or family, acting alone or in collusion with others.

Losses due to the failure, outage/disturbance of infrastructure (e.g. electricity, gas, water, internet service, satellite, cable, telecommunications, or other utility services) failure, interruption, degradation or outage of infrastructure (e.g. any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and data) or related services of the following third party providers that are not under your control: telecommunication (including the internet), internet service (including internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet; domain name system service providers; other internet and external network service providers responsible for internet exchanges; network providers; and cable network, satellite and radio communication network operators), satellite, cable, electricity, gas or water providers.

### ***Terms and conditions***

Policy Term can be opted for – Monthly, Quarterly, Half-Yearly and Annual

Policy can be bought by any Individual above 18 years

### **At the time of Claim?**

Upon loss discovered, the Insured shall give written notice thereof to the Insurer within 7 days, but in any event not later than 14 days after the end of the Period of Insurance;

Upon receipt of any Claim, the Insured shall give written notice thereof to the Insurer within 7 days but in any event not later than 14 days after the end of the Period of Insurance, if applicable; and 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.

For Further Exclusions, Terms and Conditions – please refer to the policy wording

### **This Prospectus**

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Group Personal Cyber Risks Policy** document. You must read the policy document to know the insurance cover fully. You can get a copy of the Group Personal Cyber Risks Policy from Our branch or from Our website <https://general.futuregenerali.in>. For legal interpretation, the policy document will hold.

### **About Our Company**

Future Generali India Insurance Company Limited is a joint venture between Future Group – the game changers in Retail Trade in India and Generali – a 190 years old global insurance group featuring among the world's 60 largest companies.

The company was incorporated in September 2007 with the objective of providing retail, commercial, personal and rural insurance solutions to individuals and corporates to help them manage and mitigate risks.

Future Generali India has been serving the customers by leveraging upon its global Insurance expertise in diverse classes of products of Generali Group and the Indian retail game changers Future Group Having firmly established its credentials in this segment and effectively leveraging on the skill set of both its JV partners, Future Generali India has evolved to become a Total Insurance Solutions Company.

**\*As per Fortune Global 500 Ranking (2017)**

For Any claims related enquiries, please contact us at the following address Email-  
fgnonmotorclaims@futuregenerali.in

Call us at 1800-220-233(toll free), 1860-500-3333, 022-67837800

Future Generali India Insurance Company Limited,

Corp. and Regd. Office: Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg, Vikhroli  
(West), Mumbai - 400083

CIN: U66030MH2006PLC165287

Care Line:- 1800-220-233 (toll free), 1860-500-3333, 022-67837800

Fax: 022-4097 6900 | Email: fgcare@futuregenerali.in.

Website: <https://general.futuregenerali.in/> (IRDAI Regn. No.: 132)

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### **Redressal of Grievance**

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

Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I – Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

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 [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

### **SECTION 41 OF INSURANCE ACT, 1938-PROHIBITION OF REBATES:**

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 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.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Ten Lakhs Rupees.