

Acko Cyber Protection Plan Policy Wording

This Policy is an insurance contract between You and Us, effective subject to receiving the full premium as specified in the Schedule/Certificate. It is subject to the terms, conditions and exclusions outlined in this Policy and is valid for the period stated in the Schedule/ Certificate.

Certain capitalized terms used in this Policy have specific meaning defined within the Policy itself. These definitions apply throughout the Policy, including the Schedule/Certificate, or any subsequent endorsements; And where the context allows, references to laws and regulations include any subsequent amendments. Singular references may also include references to the plural entities, any gender specific references may apply to either gender.

1 Insuring Clause

The Schedule/Certificate will specify which Insuring Clauses are in force for the Insured(s) and their Family Member(s), if opted for in the proposal form, under the Policy.

Any insured event (other than a third-party claim; see separate requirements below) must be initially discovered by you during the policy period and reported to us during the policy period or within 72 hours of expiry or termination of the policy period.

For third-party claims, the claim must first be made against you during the policy period and reported to us during the policy period or within 72 hours of expiry or termination of the policy period.

Multiple insured events arising from the same original cause will be considered a single event, such insured event will be deemed to be first discovered or to have first occurred upon first discovery or occurrence of the first insured event of the series, and a single deductible and single limit of liability will apply in respect of the series. This applies to insured events discovered during the policy period and reported to us during the policy period or within 72 hours of expiry or termination of the policy period.

All claims and payments made under any Insuring Clauses will adhere to the 'Claims Procedure & Requirements' and 'Basis of Settlement & Assessment of Claims' Sections outlined in this Policy.

1.1 Digital Theft of Funds

We will indemnify you for any direct financial loss that you sustain and is not compensated for by the issuing bank, financial institution or mobile wallet company, caused:

- a. As a result of a theft of funds due to unauthorized access to your bank account, credit or debit card or mobile wallet(s) by a third party, leading to theft of funds. This may occur wholly or partially through your personal device or smart home device or otherwise by digital or electronic means, and/or
- b. As a consequence of you being a victim of phishing or email spoofing, Theft and Burglary provided that:
 - i. You report the theft to the issuing bank, financial institution or mobile wallet company within 7 days of discovery of the theft of funds or you lodge a report with National Cyber Crime Reporting Portal detailing the theft of funds within 7 days of discovery, and
 - ii. You provide evidence that your bank, financial institution or the mobile wallet company is not fully reimbursing you and you have made all reasonable efforts to obtain reimbursement.

We will also indemnify you for any reasonable and necessary costs, you incur for prosecution of a criminal case against the third party responsible for theft of funds, phishing or email spoofing.

In cases where expressly mentioned in your Policy Schedule / Certificate of Insurance, we will also cover for any penalties imposed by bank(s) or financial institution(s) for non-maintenance of minimum balance or missed loan EMIs; provided that the account balance before such financial loss was above the required threshold and it fell short directly as a result of the covered incident.

We will not cover for Financial Loss from any transactions involving physical money / cash / currency or currency equivalent, including withdrawal of money from Automated Teller Machine (A.T.M).

1.2 Identity Theft

We will indemnify you against the following losses resulting from Identity Theft:

- a. Any direct financial losses including lost wages, provided that:
 - i. You have reported to us and the local police within 7 days of discovery of the identity theft, and
 - ii. You can provide confirmation from your employer that the lost wages are not otherwise being repaid or reimbursed elsewhere.
- b. Reasonable and necessary costs incurred by you for credit monitoring and identity theft monitoring services.
- c. Reasonable and necessary costs incurred by you for prosecution of a criminal case against a third party for committing identity theft against you.
- d. Reasonable fees, costs and expenses for psychological assistance and treatment related to identity theft subject to the applicable sub-limit stated in the Policy Schedule / Certificate of Insurance.

We will not cover for Financial Loss as a result of physical loss/ theft of card, phone, laptop or any other digital device/ payment authorization instrument.

1.3 Data Restoration / Malware Decontamination

We will reimburse you for any reasonable and necessary costs incurred for hiring of an IT expert after a cyber incident to restore your data from your Data Backup or to decontaminate or clean your personal device(s) from malware to the pre-incident condition to the extent technically possible.

1.4 Replacement of Hardware

We will reimburse you for any reasonable costs of replacing your personal device(s) if our IT expert determines that replacement is more efficient and economical than to restore your data or to decontaminate or clean such personal device(s) after the occurrence of a cyber incident.

Costs for the replacement device will be determined by us or an expert appointed by us acting reasonably on the basis of the market cost for replacement with devices of similar kind, quality and functionality to that existing immediately prior to the time of the cyber incident.

1.5 Cyberbullying, Cyber Stalking and Loss of Reputation

We will indemnify reasonable and necessary costs incurred by you for the following:

- a. Civil legal proceedings against a third party for cyber bullying or cyber stalking against you.
- b. Hiring an expert to manage and restore your reputation such as removing, demanding removal or demanding rectification of compromising or defamatory material or content in case of an evident and significant loss of reputation caused by cyberbullying or cyber stalking.
- c. Change of school (e.g. registration fees, school supplies, books and uniforms) due to significant and ongoing cyber bullying or cyber stalking, provided that the change of school was recommended by an expert, in the course of psychological assessment and treatment or by relevant authorities. We will not indemnify you for any family expenses (e.g. lost wages, childcare, eldercare) or for expenses arising from a change of location.
- d. We will indemnify you – subject to the applicable sub-limit stated in the Policy Schedule / Certificate of Insurance for all reasonable fees, costs and expenses of psychological assistance and treatment resulting from cyber bullying or cyber stalking.

The following expenses will not be covered:

- a. Any cosmetic surgeries that may be required to eliminate the cause of such cyber bullying like removal of tattoo, jawline alignment and others.
- b. Any increase in fees at the new school as compared to the existing school.

1.6 Cyber Extortion

We will provide professional assistance from an expert to advice and support you in responding to cyber extortion threats. We will also reimburse you for any ransom you pay (provided its legally permissible and subject to our prior written consent).

If so requested by us, you must notify any relevant law enforcement authorities of cyber extortion.

Without prejudice to the exclusion contained at section 13 of “What is not covered”, the amount of any payment of cryptocurrency under this coverage section will be determined by us at its value at the close of business on the date the transfer of cryptocurrency occurred as a result of the fraud event or was made in response to the cyber extortion event.

1.7 Online Shopping

We will reimburse you for your direct financial losses resulting from transactions on the internet via payment card or mobile wallet that you have been dishonestly induced to enter by a third party by electronic means to make a purchase of goods or services which are not delivered or rendered; provided that:

- a. You can show that you have made reasonable attempts to seek a recovery or refund from the third party and/or seller of the goods and services to indemnify you for your financial loss;
- b. The fraud event is reported by you to your card issuer, payment service provider, financial institution or other relevant entity within 48 hours of discovery by you; and
- c. Your card issuer, payment service provider, financial institution or other relevant entity refuses in writing to reimburse you for transactions made by you as a result of the fraud.

1.8 Online Sales

We will reimburse you for your direct financial loss incurred from selling goods online on a non-commercial basis to a dishonest or fraudulent third-party buyer. This coverage applies if you've lost physical control of the goods without receiving payment. To be eligible for reimbursement you must demonstrate reasonable efforts to seek payment or recover the delivered goods from the third party buyer or other relevant parties to indemnify you for your financial loss, including involvement of the police.

1.9 Social Media and Media Liability

- a. We will pay any sums for which you are legally liable arising from a third-party claim for any unintentional:
 - i. Defamation,
 - ii. Breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
 - iii. Breach or interference of privacy rights, resulting from your online media activities including social media.
- b. We will also reimburse your legal costs incurred by you, resulting from the third-party claim covered under this coverage section.

1.10 Network Security Liability

We will indemnify you for the following:

- a. Any sum of money for which you are legally liable, arising from a third-party claim for a cyber incident on your personal devices that you failed to prevent, and which has caused damage, alteration, destruction or theft of data or a Denial of Service (DoS) attack on third parties' computer systems.
- b. Any legal costs incurred by you resulting from the third-party claim covered under this coverage section.

1.11 Privacy Breach and Data Breach Liability

We will indemnify you for the following:

- a. Any sums for which you are legally liable, arising from a third-party claim for a data breach relating to confidential information or personal data of a third party transmitted, stored or otherwise processed on your personal devices.
- b. Any legal costs incurred by you resulting from the third-party claim covered under this coverage section.

1.12 Privacy Breach and Data Breach by Third Party

We will reimburse your legal costs incurred by you for claims for damages filed by you against a third party for data breach relating to your confidential information or personal data, provided the third party has communicated in writing to you or has acknowledged publicly by electronic or print media the occurrence of a data breach of your confidential information or personal data.

1.13 Smart Home Cover

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

2 General Exclusions of the Policy

We shall not be liable for any claims under the Policy, directly or indirectly, caused by, arising from or in any way attributable to any of the following, except where provided to the contrary under any Insuring Clause in the Policy or specified as such in the Schedule/Certificate:

- a. Insured events or circumstances that could reasonably lead to an insured event which are known by you prior to the inception of this policy.
- b. Any action or omission of you or any misbehavior of you which is intentional, malicious, dishonest, deliberate or reckless.
- c. Any action or omission in your capacity as an employee, self-employed person or in any professional or business capacity.
- d. War or cyber operation (whether declared or not). Discharge of a nuclear weapon will be deemed to arise from war even if accidental. Notwithstanding our burden of proof, which shall remain unchanged by this exclusion clause, for determining attribution of a cyber operation to a sovereign state, you and we will consider any available, objectively reasonable evidence. This may include formal or official attribution by the government of the sovereign state in which the computer systems affected by the cyber operation are physically located to another sovereign state or those acting at its direction or under its control.
- e. 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.
- f. Loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property. (This exclusion shall not apply to Coverage Section "Replacement of Hardware").
- g. Investment or trading losses including but not limited to inability to sell, transfer or otherwise dispose of securities, market fluctuations, economic sanctions or cyberattacks resulting in financial loss.
- h. Bodily injury, psychological harm, trauma, illness or death. This exclusion shall not apply to anxiety or mental stress as set forth in Coverage Section "Identity Theft" and Coverage Section "Cyber Bullying, Cyber Stalking and Loss of Reputation"),

- i. Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). This exclusion shall not apply to Coverage Section "Social Media and Media Liability". However, theft, infringement, misuse or abuse of patents will always remain excluded.
- j. Third party claims made by one insured against another insured.
- k. Contractual liability which exceeds legal liability which would otherwise arise.
- l. Any costs of betterment of your personal device or your smart home devices to the insured event, unless unavoidable.
- m. 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, currency swap and the like.
- n. Any loss of or damage to cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA). This exclusion shall not apply to Coverage Section "Cyber Extortion" with regards to any ransom payments.
- o. Any activity that qualifies under Gambling, Betting and Skill-based Gaming.
- p. Any liability covered under any other underlying insurance policy which can be considered primary.
- q. Any actual or alleged loss caused by any civil or foreign war, invasion, strike, riot, rebellion, civil commotion, or arising from detention, confiscation or distribution by customs, police or other public authorities.
- r. Any Insured committing or attempting to commit a breach of law with criminal intent.
- s. Any loss or damage caused due to any consequential loss of any kind.
- t. Any loss of or damage caused by or due to action of any lawfully constituted authority or Public Authority.
- u. Any loss or damage due to digital equipment put up for rental or hire purposes.
- v. Any change in ownership of the digital equipment for any purpose not intended.
- w. Any events performed from outside India.
- x. In any action, suit or other proceedings where we allege that because of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this Policy, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

3 Basis of Settlement & Assessment of Claims

All settlements made under the Policy shall be subject to the following conditions:

- a. **Ownership of Salvage and Recovery:** We shall have ownership and the right to possession of all Salvages, Insured Beneficiary's rights of recovery from third parties and other recoveries from claims, if applicable and specified in the Policy Schedule for the Covered Loss. All Salvage shall be owned by us, and We shall not be liable to return such property to You or any Customer, unless otherwise agreed to and specified in the Policy Schedule.
- b. **Covered Loss:** Our liability is limited to the specific Covered Loss/categories of perils outlined in the Policy Schedule, Sub-Limits, and any General Exclusions specified under the Policy that may be applicable to a claim made against You.
- c. **Records:** For any Contract pertaining to the Covered Loss under this Policy (or categories of such Covered Loss) and specified as such in the Policy Schedule, it is a Condition Precedent to Our liability that You shall create and maintain an MIS, which shall be an accurate and updated record containing the full particulars of all such issued Contract and each Covered Loss.
- d. **Agreed Value:** In no event shall our liability under this Policy for any Claim for a Covered Event exceed the Agreed Value of such Covered Event including but not limited to direct transaction amount from the event, cost of IT expert for restoration of device/data and other consequential losses incurred (which are covered as per the cover description).

4 Claims Procedure & Requirements

The fulfillment of the terms and conditions of this Policy (including payment of premium by the due dates mentioned in the Schedule/Certificate) insofar as they relate to anything to be done or complied with, by You or any Insured, including complying with the procedures and requirements in relation to claims, shall be Conditions Precedent to Our liability under this Policy.

For details on the claim's procedures and requirements or any assistance during the process, we may be contacted at Our call centre on the toll-free number specified in the Schedule/Certificate or through Our website.

Claims Procedure:

On the occurrence of any event or occurrence which may give rise to a claim under this Policy, the Insured shall:

- a. Notify Us on Our email ID: hello@acko.com or at Our website www.acko.com/gi, or contact number: **1800 266 2256** immediately, but in any case, within the number of days as specified in Schedule/Certificate of such event;
- b. Lodge a complaint/FIR with the cyber-crime department regarding this incident, where the claim is made under Section 1.
- c. Take all steps within his/her power to minimize the extent of loss or damage, and not do anything or tamper the affected Equipment/Account in such a manner which would in any way increase the extent of the loss or further diminish the value;
- d. Preserve the details of series of events and make them available for inspection by Our representative or surveyor;
- e. Give Us/Our representatives all reasonable assistance and co-operation in investigating the claim and provide any proof reasonably required to assess Our liability and quantum in respect of such claim.
- f. Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent. You must assist us in investigating, defending and settling the third-party claim and assist any lawyer or other expert we appoint on your behalf to defend the third party claim;
- g. Provide Us with all necessary information and documentation in respect of the claim as indicated in the Schedule/Certificate within 30 days of Us requesting for the same. If all essential information and documentation are not received by Us within such time, then We may condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include, but not be limited to Our duly completed and signed claim form.

Claims Payment:

- a. Claims made in respect of an Insured under any of the Insuring Clauses applicable to the Insured shall be subject to the availability of the Sum Insured, and applicable Sub-limits, Co-payment, and Deductibles specified in the Schedule/Certificate against the Insuring Clause(s).
- b. We shall make the payment of the claim that has been admitted as payable by Us under the Policy within seven days of receipt of survey report or after expiry of fifteen days from allocation of the claim to the surveyor, whichever is earlier. We shall however not be liable to this turnaround period in cases of non-availability or non-cooperation of the insured with the surveyor allocated by us.
- c. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines. In the event the claim is not settled within the number of days as stipulated above, we shall be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of intimation till the date of payment.
- d. The manner of settlement of any Claims made under this Policy will be as per the 'Basis of Settlement & Assessment of Claims' Section.

5 General Conditions

The Policy, including any Insuring Clauses, endorsements, exclusions, and amounts payable under it shall be subject to the following general conditions:

- a. **Disclosure to information norm:** This Policy has been issued based on the information provided in Proposal Form, personal statement and any other details submitted in relation to the Proposal Form/personal statement. The Policy shall be void and all the premium paid thereon shall be forfeited to Us, in the event of misrepresentation, misdescription or non-disclosure of any material fact. If at the time of issuance of Policy or during the continuation of the Policy, any material fact in the information provided to Us in the Proposal Form or otherwise, by You or the Insured, or anyone acting on behalf of You or an Insured is found to be incorrect, incomplete, suppressed or not disclosed, willfully or otherwise, the Schedule/Certificate shall be void, and no benefit will be payable thereunder.
- b. **Observance of Terms and Conditions:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a Condition Precedent to Our liability to make any payment under this Policy.
- c. **Fraud:** If any claim is in any manner, dishonest or fraudulent or is supported by any dishonest or fraudulent means or devices, whether by You or any Insured or anyone acting on behalf of You or an Insured, then this Schedule/Certificate will be void and all benefits otherwise payable under it will be forfeited and the premium shall be forfeited for the balance period of the risk.
- d. **Contribution:** If at the time of the occurrence of any loss or damage covered by this Policy there is any other insurance of any nature whatsoever covering the same loss, damage or liability, whether affected by the Insured or not, then We shall not be liable to pay or contribute more than our ratable proportion of any loss or damage.
- e. **Subrogation:** The Insured and any claimant under this Policy shall at Our expense do or concur in doing or permit to be done all such acts, deeds and things that may be necessary or reasonably required by Us to enforce any rights and remedies or obtain relief or indemnity from other parties to which We shall be or would become entitled or subrogated upon Us paying for or making good any loss or damage under this Policy whether such acts, deeds and things shall be or become necessary or required before or after the Insured's indemnification by Us.
- f. **Exclusions:** We shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of the exclusions which are specifically stated in each Insuring Clause or the General Exclusions Section of the Policy.
- g. **Assignment:** The Policy and the cover under any Insuring Clauses, which are applicable and in force, can be assigned or transferred only in accordance with applicable law.
- h. **Reasonable Care:** The Insured shall take all reasonable care to safeguard the Personal Data, Mobile Wallet and Hardware owned by the insured against Malicious Act. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations provided by Us to prevent loss, damage or liability and comply with statutory requirements and recommendations of the service provider.
- i. **Maintenance of Records:** The Insured shall maintain all records and books of accounts reasonably required accurately.
- j. **Statutory Compliance:** The Insured shall comply with all statutory and other regulations. The Insured shall observe all instructions of service providers concerning the inspection, operation and maintenance of Personal Data, Mobile Wallet and Hardware owned by the insured.
- k. **Material Information:** Material information to be disclosed includes every matter that You are aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form/personal statement, and which is relevant to Us in order to accept the risk of insurance. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement of the contract We may adjust the scope of cover and/or premium, if necessary, accordingly.
- l. **Alterations in the Policy:** This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.

m. **Renewal:** This Policy will automatically terminate at the end of the Insured's Policy Period, stated in the Schedule. The Policy may be renewed by mutual consent and in such event, the premium should be paid to Us on or before the date of expiry of the Policy. We shall not be bound to accept any premium for renewal nor to give notice that such is due.

n. **Cancellation/Termination of the Policy:**

- i. The Insured /You may terminate this Policy at any time by giving Us written notice, and the Policy will terminate when such written notice is received. If no claim has been made under the Policy, then We will refund the premium on a pro-rata basis for the unexpired policy period.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by Us or has been lodged with Us or any Insuring Clause has been availed by the Insured under the Policy.

- ii. We may at any time terminate this Policy on grounds of fraud by You or any Insured upon 7 days' notice by sending an endorsement to Your address shown in the Schedule/Certificate without refund of premium.
 - iii. For policies covering specific devices, the policy will be automatically cancelled in case of Total loss/ Beyond Economic Repair /Theft Claims without refund of any premium.
- o. **Geography & Currency:** This Policy applies to events or occurrences taking place worldwide. All payments under this Policy will be made in Indian Rupees only.
- p. **Governing Law & Dispute Resolution:** All disputes or differences under or in relation to this Policy will be determined by the Indian Courts and subject to Indian law.
- q. **Our Rights on the occurrence of loss or damage:** On the occurrence of any loss or damage have given rise to a claim under this Policy, or circumstances that may give rise to a claim, We or Our authorized representatives or surveyors may:
- i. Take possession of or require to be delivered to Us the Insured Equipment, to which the loss or damage has been caused;
 - ii. Keep possession of any such Insured Equipment and examine, sort, arrange, remove or otherwise deal with the same; and,
 - iii. Sell any such Insured Equipment or dispose of the same for account of whom it may concern.

Further, the Insured shall on being required so to do by Us produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by Us so far as they relate to such claims or will in any way assist Us to ascertain in the correctness thereof or Our liability under the Policy.

The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with Our requirement or shall hinder or obstruct Us or Our representatives or surveyors in the exercise of the powers hereunder, all Insuring Clauses/benefits under the Policy shall be forfeited at Our sole option.

- r. **Notices & Communications:** Any notice or communication in relation to this Policy will be in writing and if it is to:
- i. You or any Insured, then it will be sent to You at Your address specified in the Schedule/Certificate and You will act for all Insureds for these purposes.
 - ii. Us, it will be delivered to Our address specified in the Schedule/Certificate. No insurance agents, insurance intermediaries or other person or entity is authorized to receive any notice or communication on Our behalf.
- s. **Electronic Transactions:** You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronic data interchange,

call centers, teleservice operations (whether voice, video, data or combination thereof) or through electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

6 Definitions

Unless this Policy expressly defines a word or a phrase under any Section or Insuring Clause as enumerated above, the terms defined below shall prevail over all the Sections of the Policy and have the meanings ascribed to them wherever they appear in this Policy:

1. **Burglary:** Burglary means an act involving entry into or exit from the Insured's place of residence or business premises by forcible and violent means or following assault or violence or threat thereof, to the Insured or his/her Business Affiliate or Immediate Family Member or any person lawfully present in the Insured's residence or business premises.
2. **Business Affiliate:** Business Affiliate means any employee, colleague, partner, servant, contracting party or delivery agent of the Insured sharing a fiduciary duty towards the Insured.
3. **Certificate:** Certificate means the latest certificate issued to the Insured by Us confirming the Insured Equipment covered under the Policy.
4. **Co-payment:** Co-payment means a cost-sharing requirement that provides that the Insured will bear a specified percentage of each admissible claim amount under this Policy.
5. **Condition Precedent:** Condition Precedent means a policy term or condition upon which the Our liability under the policy is conditional.
6. **Confidential information:** Confidential information any form of sensitive information not publicly available, whether or not marked as 'confidential'.
7. **Coverage Period:** Coverage Period means the period specified in the Schedule/Certificate which commences on the coverage commencement date specified in the Schedule/Certificate and ends on the coverage expiry date specified in the Schedule/Certificate.
8. **Cyberbullying:** Cyberbullying includes any acts of harassment (including repeated personal interaction despite a clear indication of disinterest), intimidation, defamation of character, illegitimate invasion of privacy (including monitoring the use of the internet, email or any other form of electronic communication); or threats of violence, committed against you over the internet.
9. **Cyber extortion:** Cyber extortion is any demand for money, cryptocurrency or other consideration based on a credible threat by a third party against you to damage, disable, deny access to or disseminate content from your personal device, or an offer to restore access or functionality in connection with a cyber incident on your personal device.
10. **Cyber incident:** Cyber incident means any malicious act or malware occurring on your personal devices or your smart home devices.
11. **Cyber operation:** Cyber operation involves the use of a computer system by, at the direction of, or under the control of a sovereign state to disrupt, deny access to or, degrade functionality of a computer system, and/or copy, remove, manipulate deny access to or, destroy information in a computer system.
12. **Cyber stalking** is the repeated use of electronic communications to harass or frighten someone.
13. **Data:** Data is any digital information, irrespective of the manner in which it is used, stored or displayed (such as text, figures, images, video, recordings or software).
14. **Data backup** is a copy of your data stored outside of your personal devices so that it may be used to restore your original data after an insured event.
15. **Data breach:** Data Breach is any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data or confidential information.
16. **Deductible/Excess:** Deductible or Excess means the fixed Rupee amount specified in the Schedule/Certificate for which We will not be liable, and which will apply on the occurrence of each insured event before the Insuring Clauses under this Policy are payable.

17. **Device** is any physical electronic or digital equipment including software used to store, process, or transmit data, and is connected to a network or the internet. Devices are critical components of IT infrastructure and may be at risk from cyberattack, data breach, or other digital threats.
18. **Digital** means the tools, methods, or technologies that utilize computer technology to perform tasks or communicate.
19. **Disclosure to information norm:** The policy shall be void and all premium paid thereon shall be forfeited to Us in the event of misrepresentation, misdescription or non-disclosure of any material fact.
20. **Email spoofing** is any forgery or wrongful manipulation of an email so that the receiver is misled to believe that the email is real and therefore trusts its faked origin.
21. **Expert** is 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).
22. **Family Member** must be an immediate relative, which permanently lives with the insured at the principal address. Immediate relative shall mean parent, spouse or children.
23. **Hardware** includes the physical components of any personal devices used to store, record, transmit, process, read, amend or control data.
24. **Identity theft** is the digital theft or acquisition by fraudulent means of personal data which has resulted or could reasonably result in the wrongful use of such personal data.
25. **Incident response provider** is the legal entity stated in the schedule.
26. **Insured:** Insured means the individual or entity, as the case may be, who is named in the Schedule/Certificate and who either (i) owns, (ii) sells, (iii) services, (iv) rents, or (v) gives on rent an Insured Equipment.
27. **Insured Event** is any theft of funds, cyber incidents affecting your personal devices, identity theft, cyberbullying, cyber stalking, cyber extortion, financial loss due to online sale or online shopping, cyber incidents affecting your smart home devices and/or third-party claims.
28. **Legal costs** include 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 and overheads).
29. **Limit of liability** will be as stated in the schedule, including any sub-limit and aggregate limit of liability. Loss of reputation – any adverse effect on your reputation due to a publication on the internet (including social media) by a third party.
30. **Lost wages** mean any salary that was lost or not paid by your employer, solely as a result of any insured event. Computation of lost wages for self-employed persons must be supported by, and will be based on, prior year tax returns.
31. **Malicious act** is any unauthorized or illegal act of a third party intending to cause harm to or to gain access to, or disclose data from personal devices or smart home devices through the use of any personal device, smart home device, computer system or computer network including the internet.
32. **Malware** is 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 smart home devices or computer networks.
33. **Mobile wallet** is an online account in which you deposit or earn money which is denominated in a specific currency that can be spent in an (online) store.
34. **Online media activities** include any text, images, videos or sound distributed via your website, social media presence or e-mail.
35. **Personal data** is any information relating either directly or indirectly to a natural person who is either identified or identifiable (e.g. by reference to identifiers such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person) as defined in and protected by applicable data protection laws.

36. **Personal devices** are any devices (computers, laptops, tablets, mobile phones, etc.) which are privately owned or leased by you, used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting data.
- Personal devices do not include any smart home devices or computer systems used in vehicles.
37. **Phishing** is an attempt to obtain sensitive information such as usernames, passwords and credit card details, often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication in text or machine-readable optical form (e.g. QR code)
38. **Policy:** Policy means the statements in the proposal form/personal statement, these terms and conditions, the Insuring Clauses, endorsements (if any), annexures to the Policy, the Schedule/Certificate (as amended from time to time), and the Schedule/Certificate issued to the Insured.
39. **Policy Period:** Policy Period means the period specified in the Schedule between the policy commencement date and the policy expiry date.
40. **Premium** is the amount payable by you as stated in the schedule.
41. **Psychological assistance and treatment** involve 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.
42. **Public Authority:** Public Authority means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, command, determine or judge.
43. **Ransom** is any money, cryptocurrency or other digital currency demanded by a third party in the course of a cyber extortion.
44. **Schedule:** Schedule means the latest Schedule issued to the Insured by Us confirming the cover for the Insured Equipment under the Policy
45. **Smart home devices** include any devices or IoT components deployed by you in your household in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarm systems or fire protection systems.
46. **Software** includes any digital standard, customized or individually developed program or application held or run by a personal device that comprises a set of instructions that are capable, when incorporated into a machine readable medium, of causing a machine with 10 Confidential (C3) information processing capabilities to indicate, perform or achieve a particular function, task or result.
47. **Sub-limit:** Sub-limit means a cost-sharing requirement under this Policy in which We would not be liable to pay any amount in excess of the pre-defined limit specified in the Schedule/Certificate against an Insuring Clause or Insured Equipment.
48. **Sum Insured:** Sum Insured means the amount specified in the Schedule/Certificate against the respective Insuring Clause or set of Insuring Clauses that represents Our maximum, total and cumulative liability for all claims made in respect of that Insured under that Insuring Clause during the Policy Period/Coverage Period.
49. **Theft of funds** is any unauthorized electronic transfer of money, assets or any other funds.
50. **Third-party** is any person or legal entity other than the insured as stated in the schedule.
51. **Third party claim** is any written demand or assertion for compensation or damages by a third party against you.
52. **War** includes and is not limited to any armed conflict involving physical force
- By a sovereign state against another sovereign state, or
 - As part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power.
53. **We/Our/Us/Company:** We/Our/Us/Company means Acko General Insurance Limited.
54. **You/Your/Policyholder:** You/Your/Policyholder means the legally constituted entity named in the Schedule/Certificate who has concluded this Policy with Us.

7 Grievance Redressal

For resolution of any query, insured may contact the company on our helpline number 1800 266 2256 or may write an e-mail at hello@acko.com

For resolution of grievance, insured may contact the company on our toll-free helpline number 1800 210 4990 (Operating hours: 10 AM – 7 PM, all days of the week).

You can also write to grievance@acko.com. Your complaint will be acknowledged by us within 24 working hours.

If in case you are dissatisfied with the decision/resolution provided through details indicated above on your Complaint or have not received any response within 14 working days, you may write or email to

Chief Grievance Officer:

Email: gro@acko.com

Postal Address: Acko General Insurance Limited 36/5 Hustlehub One East, Somasandrapalya, 27th Main Road Sector 2, HSR Layout, Karnataka Bangalore – 560102.

The Chief Grievance Officer will provide a final response within 7 days of receipt of the escalation. If in case your issue remains unresolved within 14 days of lodging a complaint with us and you wish to pursue other avenues for redressal of grievances, you may approach IRDAI by calling on the Toll-Free no. 155255 or you can register an online complaint on the website <https://irdai.gov.in/igms1>

Insurance Ombudsman for Redressal, whose details are given below: General Manager Consumer Affairs Department- Grievance Redressal Cell Website: <https://cioins.co.in/Ombudsman>

In the event of an unsatisfactory response from the Grievance Officer, You may register a complaint in the Integrated Grievance Management System (IGMS) of the IRDAI.

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	oio.ahmedabad@cioins.co.in	079 - 25501201/02
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078.	oio.bengaluru@cioins.co.in	080 - 26652048 / 26652049
3	BHOPAL	1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.	oio.bhopal@cioins.co.in	0755 - 2769201 / 2769202 / 2769203
4	BHUBANESWAR	62, Forest park, Bhubaneswar – 751 009.	oio.bhubaneswar@cioins.co.in	0674 - 2596461 / 2596455/2596429 / 2596003
5	CHANDIGARH	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	oio.chandigarh@cioins.co.in	0172-2706468

6	CHENNAI	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet CHENNAI – 600 018.	oio.chennai@cioins.co.in	044 - 24333668 / 24333678
7	DELHI	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	oio.delhi@cioins.co.in	011 - 46013992/232135 04/23232481
8	GUWAHATI	Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM).	oio.guwahati@cioins.co.in	0361 - 2632204 / 2602205 / 2631307
9	HYDERABAD	6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	oio.hyderabad@cioins.co.in	040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325
10	JAIPUR	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	oio.jaipur@cioins.co.in	0141- 2740363
11	KOCHI	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011.	oio.ernakulam@cioins.co.in	0484 - 2358759
12	KOLKATA	Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	oio.kolkata@cioins.co.in	033 - 22124339 / 22124341
13	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	oio.lucknow@cioins.co.in	0522 - 4002082 / 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	oio.mumbai@cioins.co.in	022 - 69038800/27/29/3 1/32/33
15	NOIDA	Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	oio.noida@cioins.co.in	0120-2514252 / 2514253
16	PATNA	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	oio.patna@cioins.co.in	0612-2547068
17	PUNE	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor, Jeevan Chintamani Building, Vasanttrao Naik Mahamarg, Thane (West)- 400604	oio.thane@cioins.co.in	022-20812868/69

The updated details of Insurance Ombudsman offices are also available at the IRDAI's website at www.irdai.gov.in , or on the website of Council for Insurance Ombudsmen at www.cioins.co.in or on the Our website at www.acko.com/gi.