

## Kotak Cyber Secure Policy Wording

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In consideration of the **Policyholder** named in the Schedule hereto having paid premium (mentioned in the said Schedule) in full to Kotak Mahindra General Insurance Company Limited (hereinafter called the **Company**), the **Company** agrees to indemnify the **Policyholder** in excess of the amount of the Deductible (if any), subject always to the Limit of Indemnity against such loss as is herein provided and to the conditions and exclusions contained herein or endorsed or otherwise expressed hereon.

### Insuring Sections

In consideration of the payment of the Premium, **We** and **You** agree as follows:

#### SECTION 1

##### Digital Theft of funds

##### Coverages

**1.1 We** will indemnify **You** for **Theft of funds** suffered by **You** as a result of a **Cyber Incident** or **Hacking** of **Your Bank account, Credit/Debit card** and/or **Mobile wallets** by a **Third party** subject to:

- a. The loss occurring during the **Policy period**,
- b. Discovery of **Theft of funds** is no longer than 90 days from the date of occurrence,
- c. **You** report to the issuing **Bank** or the **Mobile wallet** company within 72 hours of discovery of the breach,
- d. **You** lodge an First Information Report ( FIR ) with the Police detailing the unauthorized **Theft of funds** within 72 hours upon discovery of the breach by **You**,
- e. **You** provide evidence that the issuing **Bank** and/or the **Mobile wallet** company has not reimbursed and or shall not be reimbursing **You** for the fraudulent transaction along with a copy of FIR.

**1.2 We** will provide **You** coverage for legal costs incurred to pursue a legal action against **Third party** for non-reimbursement of funds due to **Theft of funds** event as set forth in **Section 1.1**.

**1.3** In addition to the General and Special Conditions the following Conditions shall apply to **Section 1.1** and **Section 1.2**:

- a. **You** must take due care and reasonable precautions to safeguard details of **Your Bank accounts** and/or **Credit/Debit cards** and internet communications.
- b. For **Theft of funds** incurred while **You** are travelling outside of India, the following additional conditions shall be applicable:
  - i. A copy of FIR and/or duly acknowledged copy of a Police Complaint 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)

##### 1.4 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 **You** in taking precautions to safeguard Your Personal information, **Bank accounts** and/or **Credit/Debit cards** and or **Mobile wallets** information and internet communication,
- b. **Theft of funds** due to physical loss or theft of **Your Computer system**,
- c. Withdrawal of funds via ATM and/or cheque or any physical bank instruments made through **Your Bank account** and/or Credit/Debit cards by a **Third party**
- d. **Theft of funds** following physical theft or loss of Credit/Debit card,
- e. Criminal and fraudulent Acts committed by **You**,
- f. Any loss of Non-Fiat currencies including but not limited to Bitcoins,
- g. Circumstances or incidents that existed prior to inception of the **Policy**.

#### SECTION 2

##### E-Reputation Loss and E-Extortion Threat

##### Coverages

**2.1 We** will reimburse **You** for **Your E-reputation loss** due to a **Cyber Bullying** or **Defamation Event**, subject to prior written consent by **us**, not to be unreasonably withheld or delayed.

**E-reputation loss** means:

- a. Costs for availing the services of a specialist IT service provider for the purpose of seeking the removal of the online material which is relevant to the **Cyber Bullying** or **Defamation Event**,
- b. **Counselling Costs** up to fifteen hours or actual incurred costs, whichever is lower,
- c. Legal costs incurred to pursue or defend a civil lawsuit against or by a **Third Party**, and
- d. **Lost wages** for up to a maximum of 7 working days for each loss occurrence

**2.2** In addition to the General and Special Conditions the following Conditions shall apply to **Section 2.1**:

- a. **You** have suffered **Cyber Bullying** or **Defamation Event**,
- b. The **Cyber Bullying** or **Defamation Event** first occurs and is first discovered by **You** during the **Policy period**,
- c. The **Cyber Bullying** or **Defamation Event** is reported by **You** to the police within 72 hours of discovery by **You**, and;
- d. The **Cyber Bullying** or **Defamation Event** is reported by **You** to **Us** as soon as practicable but in no event more than 30 days after the date it is first discovered by **You**.
- e. A **Claim** for **Lost wages** must be supported by:
  - i. A letter from **Your** employer to confirm wages have not been paid for absence due to illness as a result of **Cyber Bullying** or **Defamation Event**.
  - ii. A medical certificate from a qualified physician declaring that **You** are unable to attend work due to a **Cyber Bullying** or **Defamation Event**.

**2.3 We** will reimburse **You** for the **Extortion loss** incurred by **You** due to an **Extortion Threat**.

**2.4** In addition to the General and Special Conditions the following Conditions shall apply to **Section 2.3**:

- a. You have suffered an **Extortion Threat**,
- b. The **Extortion Threat** occurs and is first discovered by **You** during the **Policy period**,
- c. The **Extortion Threat** is reported by **You** to the police within 72hours of discovery by **You**, and;
- d. The **Extortion Threat** is reported by **You** to **Us** as soon as practicable but in no event more than 30 days after the date it is discovered by **You**.

##### 2.5 Exclusions

The coverage in **Section 2.1** and **Section 2.3** shall not apply if at least one of the following exclusions are fulfilled:

- a. **E-reputation Loss** or **Extortion Loss** caused by a **Journalist**, or
- b. Any publication or material relating to non-digital media including but not limited to radio, newspaper (including electronic newspaper) or television broadcast.

#### SECTION 3

##### Data Recovery

##### Coverage

**3.1 We** will reimburse **You** for any reasonable and necessary costs incurred by **You** to pay a Specialist IT Service Provider to restore **Your data** on **Your Computer System** which has been lost, altered, corrupted or destroyed as a direct result of a **Cyber Incident**.

**3.2 We** will reimburse **you** for any reasonable and necessary costs of a specialist IT service provider incurred by **you** to decontaminate, clean and restore **Your Computer System** which was affected by the **Cyber Incident**.

**3.3 We** will reimburse **You** for the **Extortion loss** incurred due to a **Data Extortion Threat**.

**3.4** In addition to the General and Special Conditions the following Conditions shall apply to **Section 3**:

- a. The loss, alteration, corruption or destruction of **Your data** occurs and is first discovered by **You** during the **Policy period**,
- b. The loss, alteration, corruption or destruction of **Your data** is reported by **You** to **Us** as soon as practicable but in no event more

- than 45 days after the date it occurs and is discovered by **You**, and;
- c. **You** apply security critical updates for the operating system on **Your Computer system** within 45 days of their release by the respective supplier.

### 3.5 Exclusions

- a. **We** will not pay for or replace any hardware components, software or license. We also will not pay for **Your data** which cannot be recovered or any loss sustained as a result of the inability to recover **Your data**.
- b. **We** will not pay for any costs of betterment of **Your computer system** beyond the state existing prior to the insured event unless unavoidable.

## SECTION 4

### Media Liability Coverage

- 4.1 **We** will pay any sums for which **You** are legally liable arising from a **Third party** claim for:

- i. defamation,
- ii. breach of copyright, title, slogan, trademark, trade name, service mark, service name or domain name, or
- iii. breach or invasion interference of privacy rights,

resulting from your **online media activities** including media activities in social media including but not limited to such as Facebook, Instagram or LinkedIn.

- 4.2 **We** will also reimburse your **Legal Defence Costs** incurred by **You** resulting from the **Third Party claim** as set forth in Clause 4.1.

The above coverage is subject to:

- i. Any **Third party claim** must first be made against **You** during the **Policy period** and reported to **Us** during the **Policy period** or **Discovery Period** (if applicable).

## SECTION 5

### Definitions

- a. **Bank Account** means any bank account details including personal e-Banking login name, passwords or bank account number that are issued by banks including payment banks registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
- b. **Credit card** is a card issued by a bank which enables the cardholder to borrow funds to pay for a purchase or a transaction on the condition that the cardholder will pay back the original, borrowed amount, which is issued by a bank registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
- c. **Computer System** means any computer, laptop, mobile telephone or tablet owned by **You**.
- d. **Counselling costs** means cost of availing face-to-face consultation with a psychologist if **You** are referred by an attending physician for post traumatic stress disorder, depression, anxiety, debilitating shock, mental anguish, or mental injury and any such similar psychological diagnosis.
- e. **Cyber Incident** means the introduction of malicious codes, programmes or digital instructions of a malicious nature, including but not limited to malware, trojans, virus, worms or cryptoware received through SMS, File transfer, downloaded programs from Internet or any other digital means.
- f. **Cyber Bullying** means the posting of material online by a **Third Party** acting maliciously and is intended to cause **You** embarrassment, humiliation or distress.
- g. **Data** is information processed or stored on **Your Computer System**. This information will be in the form of but not limited to text documents, images, audio clips, software programs, or other types of data.
- h. **Data Extortion Threat** means any threat conveyed over internet to demand money from **You** by threatening to delete, alter or corrupt **Your data** stored in **Your Computer System** while still in **Your** physical possession and custody.
- i. **Debit card** is a payment card that deducts money directly from a consumer's savings account to pay for a purchase or a transaction, which is issued by a bank registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).
- j. **Defamation Event** means the posting of material online by an individual acting maliciously which comes into public domain and is untrue and is intended to damage **Your** reputation.
- k. **Email spoofing** means any forgery or wrongful manipulation of an email header so that the message appears totally real to have originated from the actual source.
- l. **Extortion Loss** means any:
  - i) Legal costs incurred to pursue a civil lawsuit against a **Third party**
  - ii) monies paid by **You** to prevent or end an **Extortion Threat**; or

- iii) fees for specialist IT service consultant to conduct an investigation to determine the cause of an **Extortion Threat**.

- m. **Extortion Threat** means any imminent and credible threat conveyed over the internet to demand money from **You** by threatening to inflict harm to **Your** reputation by publishing online **Your Personal information** taken from **Your Computer system** while still in **Your** physical possession and custody.
- n. **Family Members** means the **Policyholder's** immediate family which includes a legal spouse and a maximum of two children below the age of 18, all of whom must be residing at the same address as the named **Policyholder** per the schedule at the time of the **Claim**.
- o. **Hacking** means unauthorized access or intrusion by a **Third party** using improper digital means including **E-mail Spoofing** and **Phishing**.
- p. **Journalist** is a person employed by traditional news media or any professional medium or agency to regularly gather, process and disseminate news and information to serve the public interest.
- q. **Legal Defence Costs** means any costs, expenses and/or fees for experts, investigations, court appearances, surveys, examination and/or procedures that are necessary for **Your** civil, commercial, administrative defence. This does not include **Your** general expenses (such as salaries and overheads).
- r. **Lost wages** means actual wages that would have been earned for time reasonably and necessarily taken off work and away from **Your** work premises. **Lost wages** shall be computed based on the following:
  - i. If **You** are employed, **Lost wages** will be calculated based on the daily rate of **Your** last drawn monthly salary, but no more than ₹6,500 per day.
  - ii. If **You** are self-employed, **Lost wages** will be calculated based on **Your** tax returns in the prior year, but no more than ₹6,500 per day.
- s. **Personal Information** means **Your** private details (including any online authentication information) relating to **Your** identity that will allow **You** to be identified including but not limited to the following:
  - Full name
  - Passport number
  - Mailing and/or home address
  - Driving license number
  - Telephone number(s)
  - Online login ID and password
  - Credit/Debit Card number
  - Bank Account number
  - Aadhar Card Number

The term **Personal Information** does not include publicly available information that is lawfully made available to the general public from any source including government records.

- t. **Phishing** means 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.
- u. **Mobile Wallets** means any online account approved by the Reserve Bank of India (RBI) in which **You** deposit or earn money which is denominated in Indian Rupees that can be spent in an online store and/or mobile application. This does not include credit bought or earned within a game, gambling site, pornography site or a subscription purchased online or digital non-fiat currencies.
- v. **Online media activities** means any text, images, videos or sound distributed via **Your** personal website, personal social media presence or personal e-mail only.
- w. **Policy** means the Schedule and the Policy, including any applicable Endorsements.
- x. **Policyholder** means the individual named within the schedule.
- y. **Policy Period** means the duration of this policy as stated in the schedule.
- z. **Theft of funds** means any unauthorized digital or electronic transaction of money or official national currency owned by **You** or held by a financial institution in an electronic form on behalf of **You**. Branded, digital or virtual currencies are not considered money or official national currency.
- aa. **Third Party** means any natural or legal person and/or legal entity, except **You** and **Your family**.
- bb. **Third party claim** means any written demand or assertion of an intention to hold **You** responsible for compensation or damages by a **Third Party**.
- cc. **Unauthorized Access** means improper access by a **Third party** using usual means but without the consent of **You**.
- dd. **You/Your:** The **Policyholder** who is a permanent resident of India. If Family Cover is purchased, the **You/ Your** means the **Policyholder** and **Policyholder's Family Members**, who are also legal permanent residents in India.
- ee. **We/Us/Our/ Company:** Kotak Mahindra General Insurance Company Ltd.

## SECTION 6

### General Exclusions

This Policy shall not provide cover for any **Claims** arising directly or indirectly out of any of the following:

#### 6.1 Dishonest or Improper Conduct

Any criminal, dishonest, deliberate or malicious conduct of You including any Intentional or known violation of any duty, obligation, contract, law or regulation.

#### 6.2 Bodily Injury

Any physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury due to a **Cyber Bullying** or **Defamation Event**.

#### 6.3 Property Damage

Any loss or destruction of tangible property, or loss of use thereof, or physical theft, including wear and tear.

#### 6.4 Any activities carried out by You for business or professional purposes, whether in your capacity as an employee or self-employed practitioner.

#### 6.5 Intellectual Property and Trade Secrets

Any actual or alleged plagiarism or infringement of any Trade Secrets, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property stands excluded, except to the extent of coverage extended under Section 4 (Media liability).

#### 6.6 Prior Acts

Any loss or circumstance which first occurred before the inception of the Policy.

#### 6.7 Any loss or damage caused by the order of any government authority.

#### 6.8 War

War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities.

#### 6.9 Terrorism means any acts committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear, including cyber terrorism.

#### 6.10 Government Authority

Any loss or damage caused by seizure, confiscation, demand, destruction or damage to **Your computer system**, due to the action, requirement or order of any government, regulator, court or other body acting within its lawful authority.

#### 6.11 Non-Fiat Currency

Any loss payment made in Non-Fiat currencies including but not limited to cryptocurrency (example Bitcoins).

#### 6.12 Outage/ Disturbance Loss

Any failure, interruption, degradation or outage of infrastructure or related services of the following **Third Party** providers: telecommunication, internet service, satellite, cable, electricity, gas or water providers.

#### 6.13 Illegal Use of Data

Any use of illegal data and/or illicit material which you are not authorized to use.

#### 6.14 Unauthorized Collection of Data

Any unlawful or unauthorized collection of personal Data or Client Information.

#### 6.15 Prior Notification

Any fees and costs incurred before first acknowledged notification of a **Claim**.

#### 6.16 Insolvency

The insolvency, liquidation, bankruptcy of an issuing bank or **Mobile Wallet** provider.

#### 6.17 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.

## SECTION 7

### Special Conditions

#### 7.1 Reporting a Claim

You must report as soon as is reasonably practicable during the **Policy Period** or the **Discovery Period** (if applicable):

- a) to **Us** any actual **Theft of funds, E-reputation loss, Extortion Loss, Data Extortion Threat, Extortion Threat**, loss, alteration, corruption or destruction of **Your Data**, which may give rise to payment under this **Policy**.

If **You** report a **Claim** or facts that might give rise to a **Claim** to **Us**, then **You** must give **Us** such information and co-operation as it may reasonably require including but not limited to:

- i) Submission of fully completed and signed claim form,
- ii) Copy of FIR lodged with police authorities / cyber cell and/or duly acknowledged copy of a Police Complaint,
- iii) Copies of legal notice received from any affected person/entity,
- iv) Copies of summons received from any court in respect of a suit filed by an affected party/entity,
- v) Copies of correspondence with **Bank** and/or **Mobile Wallet** with regard to **Theft of funds**;
- vi) Legal notice served on any **Bank** and/or **Mobile Wallet** company for **Theft of funds**,
- vii) Original and/ or attested invoices for expenses incurred on all costs being claimed under this Policy,
- viii) Original and/ or attested for expenses incurred due to involvement of a specialist service provider or advisor,
- ix) Details/invoices of costs incurred for filing of a **Claim** for damages against a **Third Party** perpetrator in connection with a cyber incident governed by this **Policy**,
- x) Proof to show ownership of **Your Computer system**, and
- xi) Proof to show that the **Personal data** is the propriety information belonging to **You**.

Reimbursement will only be in ₹.

#### 7.2 Discovery Period

In the event this Policy is neither renewed, for reasons other than for non payment of the premium, nor replaced with another Personal Cyber Insurance (or similar insurance), the **Policyholder** shall automatically be entitled, without any payment of any additional premium, to a **Discovery Period** of 90 days.

#### 7.3 Other Insurance:

If any other amounts insured under this **Policy** are also potentially insured under any other insurance policy or policies, then **You** must advise the **Us** within a reasonable time of making a **Claim** under this **Policy** and provide the **Us** with details of the other insurance.

#### 7.4 Claims condition

- a) All costs incurred are subject to prior written consent by **Us**, which shall not be unreasonably withheld or delayed.
- b) All **claims** will be paid in Indian National Rupee (₹). If **You** have suffered a loss which is in a foreign currency, the amount will be converted into ₹ at cash rate of exchange published on the website of the RBI or, if it has ceased to be currency, at a currency conversion website selected by **Us**, on the date of the loss.

## SECTION 8

### General Terms and Conditions

#### 1. Disclosure of Information

The **Policy** shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a **Claim** being fraudulent or any fraudulent means or devices being used by **You** or any one acting on **Your** behalf to obtain any benefit under this **Policy**.

#### 2. Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** in so far as they relate to anything to be done or complied with by **You**, shall be a condition precedent to the **Company's** liability to make any payment under this **Policy**.

#### 3. Material Change

Material information to be disclosed to the **Company** includes every matter that **You** are aware of or could reasonably be expected to know that relates to questions in the Proposal Form and which is relevant to the **Company** in order to accept the risk and the terms of acceptance of the risk.

#### 4. No constructive Notice

Any knowledge or information of any circumstances or condition in **Your** connection in possession of any of the **Company's** personnel and not specifically informed to the **Company** by **You** shall not be held to bind or prejudicially affect the **Company** notwithstanding subsequent acceptance of any premium.

#### 5. Terms and conditions of the Policy

The terms and conditions contained herein and in the Policy Schedule shall be deemed to form part of the **Policy** and shall be read together as one document.

#### 6. Contribution

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage the **Company** shall not be liable for more than its rateable proportion of such loss or damage.



## 7. Subrogation

**You** and any claimant under this **Policy** shall at the expense of the **Company** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Company** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from the parties to which the **Company** shall be or would become entitled or subrogated upon the 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 **Your** indemnification by the **Company**.

## 8. Jurisdiction

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

## 9. Limitation of Liability

If a **Claim** is rejected or partially settled under the terms of the **Policy** and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the **Claim** shall be deemed to have been closed and **Our** liability in respect of it shall be extinguished.

## 10. Cancellation / Termination / Refund

The **Policy** may be cancelled by or on behalf of the **Company** by giving **You** at least 15 days written notice and in such event the **Company** shall refund to **You** a pro rata premium for the unexpired period of the **Policy**. For the avoidance of doubt, the **Company** shall remain liable for any **Claim** that was made prior to the date upon which the insurance was cancelled.

The **Policy** may be cancelled by **You** at any time by giving at least 15 days written notice to the **Company**. The **Company** will retain premium on a short period scale, as provided below, for the period the **Policy** has been in force, subject to no **Claim** under the **Policy**.

The rates for Short period scale are as follows:

Policy Period		% of Annual rate to be retained
For a period not exceeding	1 month	20 % of the Annual Premium
For a period not exceeding	2 months	30% of the Annual Premium
For a period not exceeding	3 months	40% of the Annual Premium
For a period not exceeding	4 months	50% of the Annual Premium
For a period not exceeding	5 months	60% of the Annual Premium
For a period not exceeding	6 months	70% of the Annual Premium
For a period not exceeding	7 months	80 % of the Annual Premium
For a period not exceeding	8 months	90 % of the Annual Premium
For a period exceeding	8 months	The full Annual Premium

The **Policy** may also be cancelled by or on behalf of the **Company** on grounds of mis-representation, fraud, non-disclosure or non-cooperation by **You** by giving **You** at least 15 days written notice and in such event there shall be no refund made to **You**.

## 11. Renewal Notice

The **Company** shall not be bound to accept any renewal premium nor give notice that such renewal is due. Every renewal premium (which shall be paid and accepted in respect of this **Policy**) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to **You** that may result to enhance the risk of the **Company** under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the **Company** and signed by an authorised official of the **Company**.

## 12. Cause of Action/ Currency for Payments

No **claims** shall be payable under this **Policy** unless the cause of action arises in India, unless otherwise specifically provided in **Policy**. All **Claims** shall be payable in India and shall be in Indian Rupees only.

## 13. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both **You** and **Company** to be adjudicated or interpreted in accordance with Indian law and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

## 14. Limit of Liability

**Our** 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.

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum **We** shall pay for the Insuring clause during the **Policy** period.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a **Claim**, No further liability shall attach to **Us** in respect of the Insuring clause to which the sub limit applies.

## 15. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this **Policy** (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole 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 dispute or 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 action or suit upon this **Policy** that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

## 16. 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 **You** and accordingly no **Third Party** shall acquire any rights in relation to or under this **Policy** nor can enforce any benefits of **Claim** under term of this contract against the **Company**.

## 17. Sanctions / Embargoes

The **Company** shall not be deemed to provide cover and shall not be liable to pay any loss or **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such loss or **Claim** or provision of such benefit would expose the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/ or any other applicable national economic or trade sanction law or regulations.

## 18. Communications & Notices

Any communication, notice, direction or instruction given under this **Policy** shall be in writing and delivered by hand, post, or facsimile to:

In the Insured's case, at the last known address per **Company** records in respect of this **Policy**.

In **Company**'s case, at the address specified in the Policy Schedule.

No insurance agent, broker or any other person is authorised to receive any notice on **Company**'s behalf.

## 19. Customer Service

If at any time **You** require any clarification or assistance, **You** may contact **Company**'s offices at the address specified in the Policy Schedule, during normal business hours or contact the **Company**'s call centre.

## 20. Electronic Transactions

**You** agrees to adhere to and comply with all such terms and conditions as the **Company** may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the **Company**, for and in respect of the **Policy** or its terms, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the **Company**'s terms and conditions for such facilities, as may be prescribed from time to time.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to **You**. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/confirmed by the **You**.

## 21. Grievances

For resolution of any query or grievance, **You** may contact the respective branch office of the **Company** or may call toll free number 1800 266 4545 or may write an e- mail at care@kotak.com.

In case **You** are not satisfied with the response, **You** may contact the Grievance Officer of the **Company** at grievanceofficer@kotak.com. In case if **You** are not satisfied with the solution the Grievance Officer has provided, **You** can write to seniorgrievanceofficer@kotak.com / chiefgrievanceofficer@kotak.com.

However, if the resolution provided by us is not satisfactory **You** may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no. 155255.

**You** may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at **Company's** website: [www.kotakgeneralinsurance.com](http://www.kotakgeneralinsurance.com).

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: [www.ecoi.co.in/ombudsman.html](http://www.ecoi.co.in/ombudsman.html).

#### Annexure I: Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
<b>Ahmedabad:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06. email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru:</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Gr. Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
<b>Bhopal:</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003. Tel.: 0755-2769201 / 2769202, Fax : 0755-2769203. Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
<b>Bhubneshwar:</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461/2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
<b>Chandigarh:</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai:</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>New Delhi:</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
<b>Guwahati:</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad:</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599. Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur:</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
<b>Ernakulam:</b> Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.: 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata:</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>Lucknow:</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310. Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>Mumbai:</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052. Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>Noida:</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddha Nagar, Noida, U.P.-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Patna:</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email: bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
<b>Pune:</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555. Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

#### Kotak Mahindra General Insurance Company Ltd.