

Cyber Protect Group Insurance Policy - Endorsements

Endorsement 1 – Family Cover

This **Certificate of Insurance** is extended to cover **Family Members** of the **Insured** as specifically listed in the **Certificate of Insurance** within the same **Limit of Liability** and Sublimits as available to the **Insured** under the applicable Insuring Clause and/or **Endorsements** covered in this **Certificate of Insurance**.

Endorsement 2 . Online Sales Cover

The **Insurer** shall indemnify the **Insured** for **Direct and Pure Financial Loss** resulting from the **Insured** selling goods **Non-Commercially** online to a **Third Party** in good faith who turned out to be dishonest or fraudulent, ie, where the **Insured** has lost physical control of the goods but in return has not received due payment for such goods.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. **You** are able to show **Us** that **You** have made reasonable attempts to seek due payment or recover the delivered goods from such **Third Party** or other relevant parties to indemnify **You** for **Your Direct and Pure Financial Loss**.
- ii. The **Loss** was **Discovered** during the **Period of Insurance** and reported to **Us** and the police or other relevant law enforcement authorities within 72 hours of the **Discovery**.

For the purpose of this cover –

Non-Commercially – means sales made privately and on an individual basis, not through an owned web-shop or any formal establishment. Goods sold **Non-Commercially** shall not include goods sold in bulk amounts.

Endorsement 3 - Online Shopping Cover

The **Insurer** shall indemnify the **Insured** for **Direct and Pure Financial Loss** due to transactions on the internet via a debit card, credit card or **Mobile Wallet** that **You** have been dishonestly induced to enter into by a **Third Party** through electronic means to make a purchase of good(s) and/or service(s) which are not delivered or rendered.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The insured event occurs during the **Period of Insurance** and reported by **You** to **Us**, **Your** card issuer or **Financial Institution/ Payment System Operator** or other relevant entity within 48 hours of **Discovery** and

- ii. The debit or credit card issuer, **Mobile Wallet** company, the relevant **Financial Institution/ Payment System Operator**, or the online e-commerce site from where **You** purchased the good(s) and/or service(s), refuses in writing to reimburse **You** for **Direct and Pure Financial Loss** caused to **You** from such online transaction.

Specific Exclusions – The **Insurer** shall not be liable to make any payment for any **Loss** caused under this **Endorsement**, directly or indirectly, based upon, arising out of, or in any way attributable to any of the following:

- i. Quality of good(s) and/or service(s)
- ii. Any mis-description of good(s) and/or service(s)
- iii. Delivery of wrong or different good(s) and/or service(s).

Endorsement 4 - Replacement of Hardware Cover

The **Insurer** shall indemnify the **Insured** for the reasonable and necessary costs to replace the **Insured's Computer System** if an **IT Consultant** engaged by **Us** has determined that the replacement of the entire or parts of the **Insured's Computer System** will be more efficient and economical than to restore the **Data** of the **Insured** or to decontaminate or clean the **Insured's Computer System** after damage caused by a **Malware** or **Cyber Attack**.

The replacement of **Hardware** shall have to be of similar make, model and quality as the **Insured's Computer System** to be replaced.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The **Malware** or **Cyber Attack** is **Discovered** during the **Period of Insurance** and reported to **Us** within 72 hours of the **Discovery**.

For the purpose of this cover –

Hardware – means the physical components of any **Computer System** used to store, record, transmit, process, read, amend or control **Data**.

Endorsement 5 - Consequential Loss (Theft of Funds) Cover

The **Insurer** shall indemnify the **Insured** for any penalty/charges imposed on **You** by a **Financial Institution** or **Payment System Operator** or credit organization for -

- a) not maintaining the minimum balance in a bank account
- b) missing an Equated Monthly Payment (EMI) on a loan

solely as a result of theft of **Funds** due to an **Unauthorized Transaction** as covered under Insuring Clause **"IT Theft/ Theft of Funds/ Financial Loss Cover"** under the **Certificate of Insurance**.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The insured event is **Discovered** during the **Period of Insurance** and reported to **Us** not later than 72 hours of the **Discovery**.
- ii. **You** provide **Us** the proof that the **Financial Institution** or **Payment System Operator** or credit organization has levied the penalty/charges and provide evidence that they have not been waived off such penalty/charges.

Endorsement 6 - Liability arising due to Underage Dependent Children

The **Insurer** shall indemnify the **Insured** for **Damages** and any **Defence Costs** arising due to a **Claim** made by a **Third Party** for a **Cyber Attack** on **Insured's Computer systems** resulting from online activities by an underage person (i.e., an age below 18 years) who is a **Family Member** that the **Insured** failed to prevent and which has caused damage, alteration, destruction or theft of **Data** or a **DoS Attack** on the **Third Party's Computer System**.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The **Claim** is made by a **Third Party** against the **Insured** during the **Period of Insurance** and reported to **Us** within 72 hours of the **Claim** being made.

For the purpose of this cover –

DoS Attack – means any **Cyber Attack** causing total or partial disruption or unavailability of **Computer System** by an overloading stream of requests, including distributed denial-of-service attacks.

Endorsement 7 - Network Security Liability

The **Insurer** shall indemnify the **Insured** for **Damages** and **Defence Costs** arising due to a **Claim** made by a **Third Party** for a **Cyber Attack** on **Insured's Computer System** that the **Insured** failed to prevent and which has caused damage, alteration, destruction or theft of **Data** or a **DoS Attack** on **Third Party's Computer System**.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The **Claim** is made by a **Third Party** is made against **You** during the **Period of Insurance** and reported to **Us** within 72 hours of **Discovery** or notice.

For the purpose of this cover –

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DoS Attack – means any **Cyber Attack** causing total or partial disruption or unavailability of **Computer systems** by an overloading stream of requests, including distributed denial-of-service attacks.

Endorsement 8 – Smart Home Cover

The **Insurer** shall indemnify the **Insured** for the **Restoration Cost** incurred due to the involvement of an **IT Consultant** after a **Cyber Attack** to decontaminate and restore the **Computer Systems** pertaining to the **Insured's** smart home, to the closest possible condition in which they were immediately before the **Cyber Attack**.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. **You** immediately, and in any event, within 24 hours, inform **Us** of any such cyber incidence that may require decontamination and restoration of **Your smart home Computer System**.
- ii. The **Cyber Attack** being **Discovered** during the **Period of Insurance**.

Endorsement 9 - Unauthorized Physical Transactions

The **Insurer** shall indemnify the **Insured** for **Direct and Pure Financial Loss** sustained by the **Insured** as a result of:

- a. Unauthorized and fraudulent physical use of the **Insured's** credit/debit cards at a merchant outlet/point of sale (POS) terminal.
- b. Wrongful withdrawal of money/cash from ATM using **Your** debit card or credit card issued by any **Financial Institution** authorized under the Central Government, State Government or the RBI.
- c. Hold-up, robbery, theft, or burglary while the **Insured** is in transit from the ATM of the **Financial Institution** and carrying the money/cash, provided that the **Insured's** destination is within the city limits and the transit from the ATM/**Financial Institution** is completed within a period of 2 hours in normal course.
- d. Usage of forged signatures and physical documents attributing the same to **You**.
- e. **Lost Wages** attributable solely to any other insured event covered under this **Endorsement**.
- f. Any re-issuance charges of a credit card or debit card, blocked due to any insured event covered under this **Endorsement**.
- g. **Defence Costs** for prosecution of a **Third Party** in a criminal case under any applicable law prevalent in India for committing any of the unauthorized physical transactions covered under this **Endorsement**.

This coverage is subject to sub limits as specified in the **Certificate of Insurance**.

The following is a condition precedent to the **Insurer's** liability under this **Endorsement**:

- i. The insured event being **Discovered** during the **Period of Insurance**.
- ii. **You** report to **Us** and the relevant **Financial Institution** or the **Mobile Wallet** company immediately, and in any event, no later than 72 hours, of the **Discovery** of the insured event.
- iii. **You** lodge a First Information Report (FIR) with the police detailing the unauthorized theft of **Funds** within 72 hours upon **Discovery** of such insured event, if the claim amount exceeds Rs.5000. For claim amounts lesser than Rs.5000, an e-complaint may be lodged at the National Cyber Crime Reporting Portal or equivalent portal as applicable from time to time.
- iv. **You** provide evidence that the relevant **Financial Institution**/debit or credit card issuer and/or the **Mobile Wallet** company has not reimbursed and/ or shall not be reimbursing **You** for such fraudulent transaction along with a copy of FIR.
- v. **You** provide a confirmation from **Your** employer that the **Lost Wages** have not been and will not be paid to the **Insured** separately.

Specific Exclusions – The **Insurer** shall not be liable to make any payment for any claim under this **Endorsement**, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- a) There was deliberate, criminal, fraudulent, dishonest or malicious act or omission by **You** in taking precautions to safeguard **Your Personal Data**, bank accounts and/or credit cards /debit cards and/ or **Mobile Wallets** and internet communication, PIN, Passwords etc. and such deliberate, criminal, fraudulent, dishonest or malicious act or omission directly leads to the **Direct and Pure Financial Loss**.
- b) Sharing of **Your** sensitive account information, logins, OTPs, PIN/TAN, passwords etc. with any **Third Party**,
- c) Any **Loss of Non-Fiat Currencies** including but not limited to cryptocurrencies such as bitcoins.