# CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered Office: 2<sup>nd</sup> Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001. Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550 Email: <u>customercare@cholams.murugappa.com</u>; website: <u>WWW.cholainsurance.com</u> IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



	CUSTOMER INFORMATION SHEET					
This document provides key information about your policy. You are also advised to go through your policy document						
SI. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number			
1	Product Name	CHOLA D&O PROTECT PLUS (RETAIL)				
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN123RP0003V01202223				
3	Structure	Indemnity basis TERRITORY & JURISDICTION - India only (unless otherwise covered thru Endorsement)				
4	Interests Insured	D&O insurance designed to cover Insured person(s) as Directors and Officers of a Company for claims first made against Insured person(s) during the policy period by reason of any alleged or actual Wrongful Act or error and omission including that of Fiduciary Duty, Ultra Vires acts, Negligence, Joint Liability and Disclosure and thus protect Management Liability of the Company represented by the Insured person(s). Ultimately D&O insurance protects personal assets of the Insured person(s).				
5	Sum Insured	This D&O Policy has defined limits, which are: Any One Accident (AOA): It defines the maximum amount payable for each accident under the policy. The AOA limit is assessed with the nature of business operations and worst possible loss in the premises. Any One Year (AOY): It describes the maximum payable amount for any one year under the policy. In case of D&O, it should be 1:1 ratio only.				
6	Policy Coverage	Coverage-A: Directors and officers Liability [The insurer shall pay the loss of each insured resulting from any claim first made against the insured during the policy period for any wrongful act in the insured's capacity as a director, officer or employee of the company except for and to the extent that the company has indemnified the insured.] Coverage-B: Corporate Reimbursement for claims indemnified [The insurer shall pay the loss of the company resulting from any claim first made against the insured during the policy period for any wrongful act in the insured's capacity as a director, officer or employee of the company but only when and to the extent that the company has indemnified the insured for the loss.] Legal Representation at examination and investigation extension Points to be noted: • Defence cost is within Limit Of Liability • Employment Practice Violation claims or Employment Practice Liability claims (Non-Entity) including Whistle-blower's retaliation protection are part of the standard cover • Entity Employment Practice Liability is available as an option in lieu of additional premium (preferably India only cover but always non US/Canada cover)				

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7	Add-on cover	<ul> <li>AUTOMATIC EXTENSIONS:</li> <li>3. Legal representation at Investigation &amp; Examination</li> <li>4. Court attendance cost</li> <li>5. Emergency Defence Cost advancement</li> <li>6. New Subsidiaries (treaty restrictions to be checked)</li> <li>7. Outside Directorship</li> <li>8. Bilateral Discovery period (treaty restrictions to be checked)</li> <li>9. Heirs, Estates and Legal Representatives</li> <li>10. Joint Property Liability extension</li> <li>11. Asset Liberty cost extension (treaty restrictions to be checked)</li> <li>12. Public Relation Expenses to mitigate damage to reputation (post claim expenses)</li> <li>13. Special Excess protection for Directors including Non-Executive Directors (treaty restriction to be checked)</li> <li>14. Discovery period for retired and resigned directors</li> </ul>	
8	Loss Participation	Compulsory excess as stated in the Schedule	
9	Exclusions	<ol> <li>Conduct - Fraud, personal profit, Insider trading, any deliberate criminal, dishonest or fraudulent act, or any willful violation of any statute, rule or law with carve-back for successfully defended cases.</li> <li>Prior acts and circumstances (like prior/pending claims/litigations)</li> <li>Prior knowledge</li> <li>Insured Vs Insured defence cost except for EPLI and Derivative claims</li> <li>Pollution and pollutants</li> <li>Trustee and Fiduciary liability</li> <li>Liability for acts not done in insured's capacity</li> <li>Bodily injury/Property damage</li> <li>Professional services</li> <li>Intellectual property</li> <li>Cyber loss absolute exclusion clause</li> <li>Contractual liability</li> <li>Prospectus -Primary &amp; secondary offering of securities</li> <li>War</li> <li>Terrorism</li> <li>Anti-Trust claims</li> </ol>	
10	Special conditions and warranties (if any)	We shall pay Loss covered under the Policy in the order in which such Loss is presented to us for payment. If the Limit of Liability is not sufficient to cover all such Losses, then we shall prioritize payment as under 1) Loss covered under Insuring clause-A (Directors' and Officers' Liability) 2) Loss covered under Insuring clause-B (Company Reimbursement) and other indemnifiable losses 3) Loss covered under Entity Covers as mentioned in the schedule. In the event of the winding up of the Company or the appointment of a Insolvency professional, receiver, administrative receiver, liquidator or administrator to the Company, this Policy shall apply only to Wrongful Acts committed prior to the date of commencement of the Insolvency or winding up or the date of such appointment. This policy and any rights hereunder cannot be assigned without written consent of the insurer.	
11	Admissibility of Claim	The insurer shall pay to the insured or the company defence costs under all insurance covers under this policy within 30 days of receipt of sufficiently detailed Invoice of costs incurred and to the extent they are found reasonable; before the final disposition of the claim.	

Refer our website for Policy Wordings and detailed Terms & Conditions, Exclusions and the Ombudsman list. Call Toll Free: 1800 208 9100 | SMS CHOLA to 56677 | Visit www.cholainsurance.com | Email customercare@cholams.murugappa.com

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12	Policy Servicing - Claim Intimation and Processing	For queries related to policy / claim servicing, please contact us at our Toll free number 1800-208-9100 or write to us at customercare@cholams.murugappa.com. Claim intimations be sent to notifyclaim@cholams.murugappa.com Documents required for Claim processing: Claim form, Detailed note on the event leading to the loss, Any Legal notice / summon received from the agreived party, Defence initiated from your end, if so what are the grounds, KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc., What are the preventive measures intilated to avoid recurrence, Any other Document <b>Turn Around Time</b> for claims settlement is 7 Days from receipt of Award / Last Document	
13	Grievance Redressal and Policyholders Protection	<ul> <li>GRIEVANCES</li> <li>If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:</li> <li>1. Our Grievance Redressal Officer</li> <li>You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:</li> <li>In case of any grievance the insured person may contact the company through Website: www.cholainsurance.com</li> <li>Toll free: 1800 208 9100</li> <li>E-Mail: customercare@cholams.murugappa.com</li> <li>Courier: Manager, Customer Care</li> <li>Chola MS General Insurance Company Limited.</li> <li>Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001.</li> <li>Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.</li> <li>If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com</li> <li>For details of grievance officer, kindly refer the link www.cholainsurance.com</li> <li>If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.</li> <li>2. Consumer Affairs Department of IRDAI</li> <li>a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 15525(5(or) 1800 4254 732 or sending an e-mail to complaints@irdai.gov.in. You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at https://bimabharosa.irdai.gov.in/</li> <li>b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Co</li></ul>	

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		3. Insurance Ombudsman You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at https://www.cioins.co.in/ombudsman, or on company website www.cholainsurance.com.			
14	Obligations of Policyholder	Policyholder/ Insured Beneficiary is at obligation to disclose all material information in the Proposal form. In the event of misrepresentation, misdescription or non-disclosure of any material fact by the Insured, the Policy shall be void.			
	Declaration by the Policy	Policyholder:			
	I have read the above and confirm having noted the details				
	Place:				
	Date:		Signature of the Policyholder:		

### Note:

i. In case of any conflict, the terms and conditions mentioned in the policy document shall prevail.