

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITEDRegistered Office: 2nd 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: customercare@cholams.murugappa.com; website: www.cholainsurance.com

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

Sl. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
1	Product Name	COMPUTER SERVICES AND SOFTWARE DEVELOPERS PROFESSIONAL LIABILITY INSURANCE POLICY	
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN123RP0057V01200203	
3	Structure	Indemnity basis - On claims made basis - Territory and Jurisdiction - Within India	
4	Interests Insured	Individual, partnership, corporation, joint venture or any other entity named in the schedule, any Subsidiary and any partner, director, officer or employee thereof but solely in the performance of Professional Services	
5	Sum Insured	The limits shown in the Schedule to this policy and the information contained in this section state the most the Company will pay regardless of the number of: · Persons or organization(s) covered by this policy, or · Claimants or claims made. Each wrongful act Limit: This is the most the Company will pay for all claims first made and reported to the Company in writing that result from a single wrongful act. Aggregate Limit: This is the most the Company will pay for all claims first made and reported to the Company in writing while this policy is in effect. Defence expenses are part of, not in addition to, the applicable limit of coverage.	
6	Policy Coverage	ERRORS & OMISSIONS The Company will pay amounts the insured is legally required to pay to compensate others for loss resulting from the insured's wrongful act or that of another for whom the insured is legally responsible. The Company has the right and the duty to defend any claim brought against the insured covered under this policy, even if the claim is groundless or fraudulent. Defence expenses form part of the total Liability amount. The Company will pay all interest on that amount of any judgment within the Company's limit of coverage: a) which accrues after entry of judgment, and b) before the Company has paid, offered to pay or deposited in the court that part of the judgment that is within the Company's applicable limit of coverage	
7	Add-on cover	NIL	
8	Loss Participation	Compulsory excess as stated in the Policy Schedule	
9	Exclusions	This policy will not respond to any claim directly or indirectly caused by, based on, for or arising out of: 1. the insured's dishonest, fraudulent, criminal, reckless, or malicious act, error or omission; 2. bodily injury or property damage; 3. (a) false arrest, detention or imprisonment, (b) libel, slander or defamation of character, (c) assault or battery, (d) wrongful entry or eviction, or invasion of any right of privacy 4. delay in performance or failure to perform any contract unless such claim is arising out of a wrongful act; 5. the actual or alleged intentional non-performance or default of any of the insured's contractual obligations; 6. Any guarantee of or the exceeding of cost estimates; 7. The gaining in fact of any improper personal profit or advantage to which the insured is not legally entitled, 8. Any costs and expenses incurred by the insured to comply with any warranties, guaranties, representations or promises made in respect of the insured's services, software or electronic products	

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		<p>9. Electrical failure, including any electrical power interruption, surge, brownout or blackout</p> <p>10. The failure to prevent unauthorised access to or use of any electronic data processing system or program,</p> <p>11. any infringement of patent, copyright, trademark, service mark or other intellectual property right</p> <p>12. Any violation of any securities, anti-trust, restraint of trade, unfair trade practices</p>	
10	Special conditions and warranties (if any)	<p>It is a condition precedent to Company's liability that:</p> <p>(a) The Company shall have the right and the duty to conduct, in the name of and with the co-operation of the insured and whether directly or through the Company's agents, the investigation, defence or settlement of any claim and to represent the insured in any legal or other forum in respect of that claim. Any amount incurred by or on behalf of the Company on behalf of the insured shall form part of the defence expenses.</p> <p>(b) The insured does not incur any defence expenses, admit liability for or attempt to settle, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any claim without the Company's prior written consent, such consent not to be unreasonably withheld. The Company shall not be liable for any defence expenses, settlement, admission, offer, payment, or assumed obligation to which they have not previously consented in writing.</p>	
11	Admissibility of Claim	<p>The Company will not settle any claim without the insured's consent, but if the insured refuses to consent to any settlement or compromise recommended by the Company or its agents and acceptable to the claimant and elects by its conduct or otherwise to contest the claim then the Company's liability shall not exceed the amount for which the Company would have been liable if the claim had been so settled or compromised when and as so recommended, and the Company shall have the right to withdraw from the claim by tendering control of it to the insured.</p> <p>If the insured shall make any claim for indemnity knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall be voidable at the option of the Company and if Company elects to avoid then the policy shall be avoided in its entirety and be of no effect whatsoever and all claims for indemnity hereunder shall be forfeited</p>	
12	Policy Servicing - Claim Intimation and Processing	<p>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</p> <p>Documents required for Claim processing:</p> <p>Claim form,</p> <p>Detailed note on the event leading to the loss,</p> <p>Any Legal notice / summon received from the aggrieved party,</p> <p>Defence initiated from your end, if so what are the grounds,</p> <p>KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,</p> <p>What are the preventive measures initiated to avoid recurrence,</p> <p>Any other Document</p> <p>Turn Around Time for claims settlement is 7 Days from receipt of Award / Last Document</p>	
13	Grievance Redressal and Policyholders Protection	<p>GRIEVANCES</p> <p>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:</p> <p>1. Our Grievance Redressal Officer</p> <p>You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:</p> <p>In case of any grievance the insured person may contact the company through Website: www.cholainsurance.com</p> <p>Toll free: 1800 208 9100</p> <p>E-Mail: customercare@cholams.murugappa.com</p>	

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		<p>Courier: Manager, Customer Care Chola MS General Insurance Company Limited. Hari Nivas Towers First Floor, #163, Thambu Chetty Street, Parry's Corner, Chennai - 600 001.</p> <p>Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GRO@cholams.murugappa.com For details of grievance officer, kindly refer the link www.cholainsurance.com 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. Grievance may also be lodged at IRDAI Integrated Grievance Management system https://bimabharosa.irdai.gov.in/</p> <p>2. Consumer Affairs Department of IRDAI 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 155255 (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/</p> <p>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 Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.</p> <p>c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details.</p> <p>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.</p>	
14	Obligations of Policyholder	The insured shall use due diligence and ensure that all reasonable and practicable steps are taken to avoid or diminish any liability which may give rise to or has given rise to a claim	
Declaration by the 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.