CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED Registered 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: <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 of			
SI. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number	
1	Product Name	ELECTRONIC AND COMPUTER CRIME INSURANCE POLICY		
2	Unique Identification Number (UIN) allotted by IRDAI	IRDAN123RP0052V01200203		
3	Structure	Indemnity basis - Territory and Jurisdiction - Within India		
4	Interests Insured	Provides coverage against the loss suffered by the Policy holder as a direct result of: fraudulent input of electronic data into the Policy holder's Computer System; or Service Bureau's Computer System; or an electronic funds transfer system; or customer communication system		
5	Sum Insured	Insurers' total Limit of Liability hereunder during the said policy Period is limited to the amount stated in the Schedule, which Limit of Liability shall be inclusive of all legal fees, court costs and legal expenses incurred, and in the event of the payment of any loss under this policy, the amount of such payment shall be deducted from the Limit of Liability stated in the Schedule unless cover has been reinstated by endorsement issued by the Insurers and upon payment of an additional premium and compliance with all other conditions of this Policy		
		Electronic and Computer Crime Insurance Policy provides coverage for financial losses caused by computer system frauds, payment or transfers resulting from fraudulent computer instructions, loss of data and electronic media, computer viruses, and forged communications. INSURING CLAUSES 1- COMPUTER SYSTEMS - Provides coverage against the loss suffered by the Policy holder as a direct result of: fraudulent input of electronic data into the Policy holder's Computer System; or Service Bureau's Computer System; or an electronic funds transfer system; or customer communication system;		
6	Policy Coverage	INSURING CLAUSE 2 ELECTRONIC COMPUTER PROGRAMS Provides coverage against the loss suffered by the Policy holder as a direct result of the Policy holder having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value as the direct result of the fraudulent preparation or the fraudulent modification of Electronic Computer Programs which fraudulent acts were instructed by or committed by a person who intended to cause the Insured to sustain a loss or to obtain financial gain for himself or any other person Insured. INSURING CLAUSE 3 ELECTRONIC DATA AND MEDIA Provides coverage against the loss of the Policy holder's Electronic Data as the result of the malicious destruction or attempt thereat by any person while; the Electronic Data are stored within the Policy holder's Computer System or a Service Bureau's Computer System or recorded upon Electronic Data Processing Media within the offices or premises of the Policy holder in the custody of a person designated by the Policy holder to act as its messenger or; the Electronic Data Processing Media upon which such Electronic Data are recorded is in transit anywhere, provided that the Policy holder is the owner of the Electronic Data Processing Media while in transit or is legally liable for		
		such loss or damage. INSURING CLAUSE 4 COMPUTER VIRUS Provides coverage against the Policy holder having transferred, paid or		

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	delivered any funds or property, established any credit, debited any account or given any value as the direct result of the destruction or attempt thereat of the Policy holder's Electronic Data due to a Computer Virus caused by any person while such Electronic Data are stored within the Policy holder's Computer System or a Service Bureau's Computer System	
	INSURING CLAUSE 5 ELECTRONIC AND TELEFACSIMILE COMMUNICATIONS Provides coverage against the Policy holder having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any electronic communications directed to the Policy holder authorizing or acknowledging the transfer, payment, delivery or receipt of funds or property which communications were transmitted or appear to have been transmitted through an Electronic Communication System, or by Tested telex, Tested TWX or similar means of Tested communication directly into the Policy holder's Computer System or to the Policy holder's Communications Terminal and fraudulently purport to have been sent by a customer, Automated Clearing House or financial institution but which communications were either not sent by said customer, Automated Clearing House or financial institution or were fraudulently modified during physical transit of Electronic Data Processing Media to the Policy holder or during electronic transmission through data communication lines including satellite links to the Policy holder's Computer System or to the Policy holder's Communications Terminal	
	INSURING CLAUSE 6 ELECTRONIC TRANSMISSIONS Provides coverage against the Policy holder having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any electronic communications purporting to have been directed by the Insured to its customer, an Automated Clearing House or a financial institution authorising or acknowledging the transfer, payment, delivery or receipt of funds or property which communications were transmitted or appear to have been transmitted through an Electronic Communication System, or by Tested Telefacsimile, Tested telex, Tested TWX or similar means of Tested communications directly into a Computer System or a Communications Terminal of said customer, Automated Clearing House or financial institution fraudulently purporting to have been sent by the Insured or were the direct result of the fraudulent modification of Electronic Data during physical transit of Electronic Data Processing Media from the Insured or during Electronic Transmission from the Insured's Computer System or the Insured's Communications Terminal; or as the direct result of the fraudulent input, the fraudulent modification or the fraudulent destruction of Electronic Data stored within or being run within the Insured's Computer System or during Electronic Transmission from the Insured's Computer System or during Electronic Transmission from the Insured's Computer System or during Electronic Transmission from the Insured's Computer System into the customer's Computer System while the Insured is acting as a Service Bureau for the said customer; and for which loss the Insured is legally liable to the customer, the Automated Clearing House or	
	the financial institution. INSURING CLAUSE 7 ELECTRONIC SECURITIES By reason of a Central Depository having transferred, paid or delivered any funds or property or debited any account of the Insured on the faith of any electronic communications purporting to have been directed by the Insured to the Central Depository authorising the transfer, payment or delivery of said funds or property or the debiting of the Insured's account in connection with the purchase, sale, transfer or pledge of an Electronic Security which communications were transmitted or reasonably appear to have been transmitted (a) through an Electronic Communication System, or (b) by Tested Telefacsimile, Tested Telex, Tested TWX or similar means of	

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		Tested communication directly into a Computer System or a Communications	
		Tested communication directly into a Computer System or a Communications Terminal of said Central Depository and fraudulently purport to have been sent by the Insured to the Central Depository but which communications were either not sent by the Insured to the Central Depository or were fraudulently modified during physical transit of Electronic Data Processing Media from the Insured or during Electronic Transmission from the Insured's Computer System or the Insured's Communications Terminal to the Central Depository and for which loss the Insured is legally liable to the Central Depository	
		INSURING CLAUSE 8 VOICE INITIATED INSTRUCTIONS By reason of (a) the Insured having transferred any funds or delivered any property on the faith of any voice initiated instructions directed to the Insured authorising the transfer of funds or delivery of any property in a Customer's account to other banks or financial institutions for the credit to persons allegedly designated by the Customer and which instructions were made over the telephone to those employees of the Insured specifically authorised to receive said instructions at the Insured's offices and fraudulently purport to have been made by a person authorised and appointed by a Customer to request by telephone the transfer of such funds or delivery of such property but which instructions were not made by said Customer or by any officer, director, partner or employee of said Customer or were fraudulently made by an officer, director, partner or employee of said Customer whose duty, responsibility or authority did not permit him to make, initiate, authorise, validate or authenticate Customer voice initiated instructions, which fraudulent acts were committed by said person who intended to cause the Insured or the Customer to sustain a loss or to obtain financial gain for himself or any other person;	
7	Add-on cover	Nil	
8	Loss Participation	Deductible as stated in Schedule	
9	Exclusions	From any of the perils covered by the Insured's Financial Institution Bond. By an identifiable director or employee of the Insured or by a person or persons in collusion with said director or employee of the Insured. Loss of income or potential income, including but not limited to interest and dividends. Indirect or consequential loss of any nature Liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement. Any and All fees, costs and expenses incurred by the Insured in establishing the existence of or amount of loss covered under this Policy; or as a party to any legal proceedings whether before a Court or tribunal except as provided by General Condition Any loss or damage which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, strike, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawful constituted Authority. IN ANY CLAIM, and in any action, suit or other proceeding to enforce a claim under this Policy for loss or damage, the BURDEN OF PROVING that such loss or damage does not fall within this General Exclusion shall be upon the Insured. Loss of Electronic Data Processing Media or Electronic Data while in the mail or with a carrier for hire other than an armoured motor vehicle company.	
10	Special conditions and warranties (if any)	In the event of the liquidation of the Insured, then this Policy shall immediately cease to afford any coverage orf any kind for loss subsequently discovered and notified to the Insurer. The Insured shall immediately advise the Insurer of any consolidation or merger with another business entity or any purchase, assignment, transfer, pledge or	

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		sale of assets or shares occasioning any change in ownership or control.	
11	Admissibility of Claim	As a condition precedent to the liability of underwriters under this policy the Insured shall: (i) give written notice to the Insurer within thirty (30) days of the event, and (ii) promptly provide the Insurer with all such further information as the Insurers may require, and (iii) obtain the written consent of the Insurer to continue some or all of the coverage provided by this policy, and (iv) give written notice within ten (10) days to the Insurers of its agreement to the terms and conditions which are required by the Insurers consequent upon such change, and (v) pay to the Insurer any additional premium. The Insurer shall indemnify the Insured against reasonable legal fees and legal expenses incurred and paid by the Insured after obtaining the prior approval of the Insurer in the defence or settlement of any suit or legal or arbitration proceedings brought against the Insured, Within six months of discovery of loss, the Insured shall furnish affirmative proof of loss to the Insurer, in writing, duly sworn to by the chief financial officer of the	
		Insured together with full particulars. The onus of proof is upon the Insured in preparing its proof of loss with respect to a loss for which claim is made under any Insuring Clause to establish that such loss directly resulted from the insured peril and not from economic conditions or other contributing causes.	
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 Turn Around Time for claims settlement is 7 Days from receipt of Award / Last Document	
13	Grievance Redressal and Policyholders Protection	GRIEVANCES 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: 1. Our Grievance Redressal Officer You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address: In case of any grievance the insured person may contact the company through Website: www.cholainsurance.com Toll free: 1800 208 9100 E-Mail: customercare@cholams.murugappa.com 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.	

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14	Obligations of Policyholder	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/ 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/ 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. c. You can visit the portal https://bimabharosa.irdai.gov.in/ for more details. 3. Insurance Ombudsman You can approach the Insurace Ombudsman depending on the nature of grievance and	
	Policyholder	(b) keep records of all transactions in such manner that the Insurer can accurately determine therefrom the amount of any individual loss.	
	Declaration by the Policy		
	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.