

**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 E: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com);;

website: [www.cholainsurance.com](http://www.cholainsurance.com) IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977

**Chola D&O Protect Plus**  
**UIN: IRDAN123RP0003V01202223****NOTICE**

Various provisions in this policy restrict coverage. Please read the entire policy carefully to understand rights, duties and what is and is not covered.

This policy only covers Claims first made against an Insured during the Policy Period that are reported to the Insurer as required by this policy. Defence Costs will reduce the Limits of Liability available to pay judgments or settlements. The Insurer has the right, but does not assume any duty to defend. This policy is not binding upon the Insurer unless it is countersigned on the Schedule by an authorized representative of the Insurer or its general agent. Words and phrases that appear in bold, italics or quotation mark type have special meaning.

Throughout this policy the words "you" and "your" refer to the Company in the schedule, and any other person qualifying as an "Insured" under this policy. The words "we", "us" and "our" "Chola MS" refer to the Company providing this insurance or "Insurer". The word "Insured" means any person as such under definitions Section 2.10- "Insured". Other words and phrases that appear in bold or quotation mark type have special meaning. Refer to Section-<sup>1</sup>

Please read this policy carefully and let us know immediately if any discrepancies are noticed

**PREAMBLE:**

**WHEREAS** the *policyholder* has made to us, the *insurer*, a *proposal*, which is hereby agreed to be the basis of this *policy* and has paid to the *insurer* the premium specified in the *schedule*.

**NOW THE INSURER** agrees, subject always to the following terms, exclusions, limitations and conditions, to indemnify the *insured* in excess of the amount of the *Retention* and subject to the limit of liability, against such *loss* as is herein provided.

**1. INSURING CLAUSES****1.1 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*.

**1.2 COVERAGE-B: CORPORATE REIMBURSEMENT**

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*.

Subject to the terms and conditions of this *policy*, the *insurer* shall advance *defence costs* resulting from any *claim* before its final resolution as they are incurred.

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<sup>1</sup> .1 **Associated Company** means any company of which the *policyholder* owns on or before the inception of the *policy period* more than 20 per cent but less than or equal to 50 per cent of the issued and the outstanding voting shares either directly or indirectly through one or more of its *subsidiaries*.

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**2. DEFINITIONS****2.2 Claim** means:

- (i) any suit or proceeding brought by any person or organisation against an *insured* for monetary damages or other relief, including non-pecuniary relief;
- (ii) any written demand from any person or organisation that it is the intention of the person or organisation to hold an *insured* responsible for the results of any specified *wrongful act*;
- (iii) any criminal prosecution brought against an *insured*;
- (iv) any administrative or regulatory proceeding or official investigation regarding any specified *wrongful act* of an *insured*;
- (v) Employment Practice claim against an Insured
- (vi) Security claim against an Insured

All *claims* resulting from the same *wrongful act* or attributable to the same cause, or a series of continuous, repeated or related *wrongful acts* shall be deemed to be one *claim* with a single limit of liability under this *policy*, and only one *Retention* shall be applicable in respect of such *claim* or *claims*.

**2.3 Company** means the *policyholder* specified in the *schedule* and any *subsidiary*.**2.4 Continuity date(s)** means the date(s) specified in the *schedule* which shall be the date from which the *policyholder* has maintained uninterrupted cover with the *insurer*, or with any other *insurer*, if proof of continuity in expiring policy is provided to the *insurer* and accepted by the *insurer* at the inception of this *policy*, or such date(s) as agreed with the *insurer*.**2.5 Defence costs**

"Defence Cost" shall mean all "reasonable and necessary" costs, charges, fees and expenses, including legal representation costs (other than salaries, commissions, expenses or other benefits of Insured(s) which are incurred with "our" prior written consent by an Insured:

- a) in the defence of any Claim;
- b) in the negotiation of any settlement of any Claim;
- c) in the attendance of a regulatory or other official investigation, examination or enquiry;
- d) in the appeal of any Claim and the costs of bail or similar bonds.

Defence Costs also includes the costs of obtaining the opinion of a Senior Counsel or equivalent appointed in accordance with the terms of this Policy.

**2.6 Director or officer** means any natural person duly appointed or elected as a *director* or *officer* of the *company* while acting in their capacity as a *director* or *officer* or any equivalent position for the *Company*.**2.7 Discovery period** means the period of time specified in Extension 4.6 immediately following the termination of this *policy* during which written notice may be given to the *insurer* of any *claim* first made against the *insured* during such period of time for any *wrongful act* occurring prior to the end of the *policy period* and otherwise covered by this *policy*.**2.8 Employment practice** claim means any claim or series of related claims relating to a past present or prospective employee of the company and arising out of any actual or alleged unfair or wrongful dismissal, discharge or termination, either actual or constructive, of employment, employment-related misrepresentation, wrongful failure to employ or promote, wrongful deprivation of career opportunities, wrongful discipline; failure to furnish accurate job references; failure to provide rightful severance benefits and obligations, retaliation (including lockouts); failure to grant tenure or

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negligent employee evaluation; or sexual or workplace or racial or disability harassment of any kind (including the alleged creation of a harassing workplace environment); or unlawful discrimination, whether direct, indirect, intentional or unintentional, or failure to provide adequate employee policies and procedures or Whistle blower retaliation as per respective legislation

Employment practice claims shall not include any claim directly or indirectly based upon, attributable to, or in consequence of any requirement relating to notification or payment of wages, benefits or other compensation arising from full or partial closure or the cessation of business or operations,

2.9 **Full annual premium** means the annual premium level in effect immediately prior to the end of the policy period

2.10 **Insured** means any natural person who was, is, or shall become a director or officer of the company. Cover will automatically apply to any natural person who becomes a director or officer after the inception date of this policy. Insured shall include any employee of the company. Insured shall also include any natural person who is a compliance committee member(s) including external member(s).

In case of trusts, housing societies, clubs, Non Govt Organizations and any Not-for-profit entities, which are duly registered under relevant laws, Insured shall include any natural person who was, is or shall become a chairperson, director, officer, secretary, joint secretary, treasurer, Trustee, managing committee member, executive committee member, governing council member, compliance committee member and member with equivalent positions. Insured shall also include any employee of the above mentioned entities,

In case of Limited Liability Partnership, Insured shall include members and Partners and also their employees

2.11 **Insurer** means Cholamandalam MS General Insurance Company Limited.

2.12 **Loss** means damages, judgments, settlements, prejudgment and post judgment interest and defence costs. However, loss shall not include civil or criminal fines or penalties imposed by law, non-compensatory damages including punitive or exemplary damages (other than damages awarded for libel and slander), taxes, any amount for which the insured is not legally liable, or matters which may be considered uninsurable under the law pursuant to which this policy shall be construed.

For employment practice claim, Loss shall not include:

- i. fines or penalties imposed by law, or any matter deemed uninsurable under the law;
- ii. punitive or exemplary damages (except if awarded for libel or slander);
- iii. back pay, or any Compensation or damages attributable to the back payment of remuneration, where the Company is ordered by the relevant court or tribunal to reinstate the claimant as an Employee;
- iv. front pay, future loss, future damages, future Compensation or future economic relief (in all cases, considered from the point in time that reinstatement was to occur)
- v. taxes or sums payable in relation to taxes;
- vi. the multiplied portion of any damages awarded;
- vii. internal education costs or building or property costs in relation to any Employment Wrongful Act;
- viii. any obligation pursuant to any law, regulation or Industrial Instrument in any jurisdiction in respect of remuneration (including, without limitation, minimum rates, overtime, shift penalties, weekend and public holiday penalties and allowances), leave, payments on termination of employment (including, without limitation, payments in lieu of notice and redundancy payments), redundancy or unemployment Benefits or compensation, unemployment insurance, workers Compensation, occupational or workplace health and safety, disability benefits, retirement benefits, social security benefits or any other similar law or regulation or provision of an Industrial Instrument;
- ix. Employment Benefits (including leave encashment, Gratuity and others);

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- x. any sum of money or non-monetary benefit: a. in respect of a notice period or a fixed term of a contract; b. pursuant to an express term of a contract of employment; or c. pursuant to an express obligation to make payments in the event of termination of employment (including redundancy payments).

**2.13 No liability** means:

- (i) a final judgment of no liability obtained prior to trial in favour of all insureds by reason of a motion to dismiss or a motion for summary judgment after the exhaustion of all appeals; or  
(ii) a final judgment of no liability obtained after trial in favour of all insureds, after the exhaustion of all appeals.

In no event shall the term no liability apply to a claim made against an insured for which a settlement has occurred.

**2.14 Not-for-profit entity** means an entity or a trade association which for the purposes of this policy shall mean a body of persons, registered under relevant laws; which is formed for the purpose of furthering the interests of its members, or of persons represented by its members.

**2.15 Outside entity** means any

- (i) entity in which the Company owns on, before or after the inception of the Policy Period, 20% or more of the issued and outstanding voting shares, but that it is not a Subsidiary; or (ii) Non-Profit Entity

Outside entity shall not include any entity:

- (a) incorporated in the United States of America or its territories; or  
(b) that is a Financial Institution; or  
(c) which has any **Securities** traded on any exchange in the United States of America or its territories; unless listed by endorsement to this Policy

**2.16 Policy** means the schedule, insuring clause(s), definitions, exclusions, conditions, and other terms contained herein and any endorsement attaching to and forming part of the policy either at inception or during the policy period and the proposal.

**2.17 Proposal** means the application for insurance completed by the insured and any ancillary information and documentation supplied by the insured in connection with this insurance.

**2.18 Policyholder** means the organisation specified in the schedule.

**2.19 Policy period** means the period of time from the inception date to the expiry date specified in the schedule or the effective date of the cancellation of this policy.

**2.20 Pollutants** include (but are not limited to) any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed.

**2.21 Retention** means the amount stated in the schedule

**2.22 Security** means any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security of the company, and shall include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or purchase, voting trust certificate relating to, certificate of deposit for, or other interest in any of the foregoing.

**2.23 Security Claim means**

- (a) any written demand or written allegation

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(b) civil, criminal, administrative, regulatory or arbitration proceedings for monetary or non-monetary relief, in respect of a Wrongful Act involving Securities, but solely in relation to:

- a. violation of any laws (statutory or common), rules or regulations regulating Securities of the Company, the purchase or sale or offer, or solicitation of an offer, to purchase or sell any Securities of the Company or any registration relating to such Securities; or
- b. the ownership of Securities of the Company brought by a holder of such Securities, whether directly or on behalf of the Company.

Securities Claim shall not mean any Claim by a director, officer or employee of a Company alleging, arising out of, based upon or attributable to the loss of, inadequate consideration for or the failure to receive or obtain, the benefit of any Securities (including any warrants or options)

2.24 **Schedule** means the schedule attached to this policy

2.25 **Single wrongful act** means a wrongful act or any related, continuous or repeated wrongful acts, whether committed by the insured individually or by more than one insured and whether directed to or affecting one or more than one person or legal entity.

2.26 **Subsidiary** means companies in which the policyholder directly or indirectly;

- (i) controls the composition of the board of directors; or
- (ii) controls more than half of the voting power; or (iii) holds more than half of the issued share capital.

Cover for any claim against any of the directors, officers and employees of any subsidiary shall apply only for wrongful act(s) committed while such company is a subsidiary of the policyholder. However, upon written request by the policyholder, the insurer shall consider, after assessment and evaluation of the increased exposure, granting cover for wrongful act(s) committed prior to the acquisition of the subsidiary by the policyholder.

2.27 **Transaction** means any one of the following events:

- (i) the policyholder consolidates with or merges into or sells all or substantially all of its assets to any other person or entity or group of persons and/or entities acting in concert; or
- (ii) any person or entity, whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50 per cent of the voting power for the election of directors of the policyholder, or acquires the voting rights for such an amount of the shares.

2.28 **Wrongful act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, misrepresentation, omission, defamation, breach of warranty of authority or other act by *Insureds* acting solely in their capacity as such or any matter claimed solely because of such capacities listed in definition 2.10

### 3. EXCLUSIONS

The insurer shall not be liable to make any payment for loss for any claim made against the insured, which is directly or indirectly caused by, based on, arising out of or howsoever attributable to:

#### 3.1 *Conduct*

- i. the gaining in fact of any profit or advantage to which the insured was not legally entitled;
- ii. the committing in fact of any deliberate, criminal, dishonest or fraudulent act, or any wilful violation of any statute, rule or law.

For the purpose of determining the applicability of these exclusions, the wrongful act of any insured shall not be imputed to any other insured. These exclusions shall only apply if it is established through a judgment, or any other final adjudication adverse to the insured, or any admission by an insured that the relevant conduct did in fact occur;

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- 3.2 *Prior acts & circumstances* - the facts alleged or to the same or related wrongful act(s) alleged or contained in any *claim* which has been reported or in any circumstances of which notice has been given under any *policy* of which this *policy* is a renewal or replacement or which it may succeed in time;
- 3.3 *Prior knowledge* - any fact or matter of which the insured was, or ought reasonably to have been, aware prior to the inception date of this policy;
- 3.4 *Insured-vs-Insured claims*- brought by or on behalf of any insured or the company; provided, however, that this exclusion shall not apply to:
- (i) any employment practice claim brought by any insured;
  - (ii) any claim brought or maintained by an insured for contribution or indemnity, if the claim directly results from another claim otherwise covered under this policy;
  - (iii) any shareholder derivative action brought or maintained on behalf of the company without the solicitation, assistance or participation of any insured or the company;
  - (iv) any claim brought or maintained by a liquidator, receiver or administrative receiver either directly or derivatively on behalf of the company without the solicitation, assistance or participation of any insured or the company;
  - (v) any claim brought or maintained by any former director or officer, partner, trustee or *employee* of the *insured* who has not served in that capacity during the period of 12 months immediately preceding the *claim*;
- 3.5 *Pollution and pollutants* - the actual, alleged or threatened discharge, dispersal, release or escape of *pollutants*; or any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *pollutants*, nuclear material or nuclear waste;
- 3.6 *Trustee, fiduciary liability* (statutory or non-statutory including common) or administrator of any superannuation, pension, profit sharing or health or welfare or other employee benefits programme, including but not limited to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Provident Fund Act of 1952 (India) or the Payment of Gratuity Act, 1972 (India), Employee Pensions Scheme, 1995 (India), Employee Retirement Income Security Act of 1974 (USA) or the Pensions Act 1995 (UK) and any amendments to any of the foregoing thereto or any similar provisions of the law from time to time in force, common or statutory, of any state, territory, jurisdiction, or political subdivision thereof;
- However, this exclusion shall not apply to any **Employment Practices** claim
- 3.7 *Liability for acts not done in insured's capacity* - any act or omission in the *insured's* capacity as a *director* or *officer* of any entity other than the *company*, or by reason of the *insured's* status as a *director*, *officer* or employee of the other entity, other than as provided in Extension 4.5;
- 3.8 *Bodily Injury &/or Property Damage* - for bodily injury, sickness, disease, death or emotional distress of any person, who is a third party, or damage to or destruction of any tangible property of a third party, including loss of use thereof; provided, however, this exclusion shall not apply to the following with limits as per schedule
- i) Defence costs
  - ii) any *claim* for emotional distress with respect to an *employment practice claim*;
  - iii) any follow-on claim by Company's shareholders
- 3.9 *Professional services* - the company's or an insured's performance of or failure to perform professional services for others for a fee, or any act, error, or omission relating thereto;
- This exclusion shall not apply to any Claim brought or maintained by a shareholder holder or group of shareholders of the Company directly or derivatively alleging a failure to supervise those who performed or failed to perform such professional services.



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3.10 *Intellectual Property* - any actual or alleged infringement of registered design, trademark, copyright, patent and trade secret

3.11 *Cyber Loss Exclusion Clause*

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

However this exclusion does not apply to Defence cost for the Insured

3.12 *Contractual liability* - based on, arising from, alleging or attributable to any liability of others assumed by the Company or Insured under any contract or agreement; provided that this exclusion shall not apply to liability that would have attached to the Insured in the absence of such contract or agreement.

3.13 *Prospectus -Primary & secondary offering of securities* - based on, arising out of, attributable to the actual or intended private placement or public offering of any Securities occurring after the inception of the policy.

3.14 *War* - directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.

3.15 *Terrorism* - directly or indirectly based upon, attributable to, or in consequence of any loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any: (a) act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. (b) action taken in controlling, preventing, suppressing or in any way relating to any *Act of Terrorism*.

*Act of Terrorism* means any act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) 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.

3.16 *Antitrust Claim* - directly or indirectly based upon, attributable to, or in consequence of any loss in connection with any claim made against any Insured involving directly or indirectly, *Antitrust actions* or proceedings / offences

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*Antitrust actions* are legislation developed by a Government to protect Consumers and competition from predatory business practice where such practice by a Company do not provide an equal playing field for similar businesses that operate in a specific industry but allow that Company gaining too much power over their competition and deprive the consumers to access fair business deal.

### 4. AUTOMATIC EXTENSIONS

Subject to all of the terms, definitions, exclusions and conditions of this *policy*, cover is extended as follows:

#### 4.1 Legal Representation at Investigations and Examinations

This *policy* shall provide cover for any reasonable and necessary fees, costs and expenses (but shall not include the salary of any *insured*) incurred with the prior written consent of the *insurer* resulting from any legally required attendance by any *director*, *officer* or employee of the *company* at any official investigation, examination, inquiry or other similar proceeding in relation to the affairs of the *company*.

If the *director*, *officer* or employee of the *company* believes that as a result of such *official investigation*, examination, inquiry or other similar proceeding, circumstances exist which may reasonably be expected to give rise to a *claim*, it is a condition precedent to *insurer's* liability under this *policy* that notice is given to the *insurer* of the circumstances and the reasons for anticipating a *claim* with full particulars as to dates and persons involved in accordance with General provision 5.5.

*Official Investigation* mean a formal administrative or formal regulatory inquiry requiring the attendance of an *Insured* in their *Insured* capacity commenced by the service of a formal notice on such *Insured* during the *Policy Period* by a governmental, regulatory, statutory body that is empowered by statute to investigate the affairs of an *Insured* or the Company.

These costs are not in addition to but part of defence cost covered under the policy

#### 4.2 Court Attendance Costs

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a Claim notified under and covered by this policy, Defence Costs shall include the rates per day for each day on which attendance in court has been required as mentioned in the schedule.:

- (i) for any principal, partner, or director or officer or equivalent position of the Insured as mentioned in the schedule
- (ii) for any other Employee of the Company

These costs are not in addition to but part of defence cost covered under the policy

#### 4.3 Emergency defence Costs Advancement

If *Defence Costs* or *Legal Representation Costs* are incurred by an *Insured*, prior to receiving the written consent of the *Insurer*, the *Insurer* agrees to give retrospective approval for such amounts incurred by the *Insured* to the point in time when the *Insured* could reasonably have sought the *Insurer's* written consent. The *Policyholder* or the *Insured* shall give written notice to the *Insurer* of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed. The sublimit for this cover is the amount shown in the Schedule in the aggregate for all *Defence Costs* and *Legal Representation Costs*.

Notwithstanding above, if it is established that there is no entitlement to indemnity under the *Policy* for the specific *Defence Costs*, *Legal Representation Costs*, such amounts shall be repaid to the Insurer within 30 days

These costs are not in addition to but part of defence cost covered under the policy



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#### 4.4 New *Subsidiaries*

Cover under this *policy* is extended to any *subsidiary* which the *policyholder* acquires or creates after the inception date of this *policy* provided that the *subsidiary*:

- (i) has total gross assets or gross revenues, which are less than the amount specified in the *schedule*; or (ii) is not domiciled in the United States of America or Canada or
- (iii) does not have a listing of any of its *securities* on any exchange in the United States of America or Canada. or
- (iv) is not a financial institution

If a newly acquired or created *subsidiary* fails to meet any of the above conditions, the *policyholder* may request an extension of this *policy* for such *subsidiary* and the *policyholder* shall give the *insurer* the details needed to enable the *insurer* to assess and evaluate the *insurer's* potential increase in exposure. The *insurer* shall be entitled to amend the *policy* terms and conditions, during the *policy period*, including by the charging of a reasonable additional premium.

Unless otherwise agreed, cover as is afforded to the *directors*, *officers* or employees of any *subsidiary* by virtue of this extension shall only apply for *wrongful act(s)* committed while such *company* is or was a *subsidiary* of the *policyholder*.

#### 4.5 Outside Directorships

Cover includes *loss* arising from any *claim* made against any *insured* who was, is or may become, at the specific request of the *company*, a *director* or *officer* of any *outside entity* for any *wrongful act* in the *insured's* capacity as a *director* or *officer* of the *outside entity*.

This cover shall be specifically excess of any insurance in force in respect of the *outside entity* as well as any indemnification provided by the *outside entity*.

The cover provided by this clause shall not apply in connection with any *claim* made against any *insured* by the *outside entity*, any of its *directors* or *officers* or any shareholder of the *outside entity* holding more than 20 per cent of the issued and outstanding voting share capital of the *outside entity*.

#### 4.6 Bilateral Discovery Period

If the *Insurer* refuses to renew this *policy*, then the *Policyholder* shall have the right to purchase a 12 month *discovery period* for 50 percent of the annual premium. A longer *discovery period* may be available at the *Insurer's* sole discretion for a premium to be determined by the *Insurer*.

The *Insured* shall be entitled to a 90 day *discovery period* at no additional premium if this *policy* is not renewed by either the *policyholder* or the *Insurer*. If the *Policyholder* elects to purchase a *discovery period*, this 90 day *discovery period* shall be part of and not in addition to the purchased *discovery period*.

To purchase the *discovery period*, the *Policyholder* must request its purchase in writing within 15 days of the termination date of the *policy* and must pay the additional premium by the termination date. The additional premium is not refundable and the *discovery period* is not cancellable.

If a *transaction* takes place, then the *Policyholder* shall not have the right to purchase a *discovery period* as set forth above.

However the *Company* may request *Us* for a replacement run-off *Policy* at least 15days before the *Effective Date of Transaction* or date of expiry of the *policy* whichever is earlier

*Effective date of Transaction* means the date of obtaining Court Order of approval of such *Transaction*.

The offer of renewal terms or premiums different from those in effect prior to renewal shall not constitute a refusal to renew.

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### 4.7 Heirs, Estates and Legal Representatives

If an *insured* dies, becomes incompetent, insolvent or bankrupt, this *policy* shall cover *loss* arising from any *claim* made against the estate, heirs, or legal representatives of the *insured* for any *wrongful act* of such *insured*.

### 4.8 Joint Property Liability

This *policy* shall cover *loss* arising from any *Claim* made against the lawful spouse (whether that status is derived by reason of the statutory law, common law or otherwise of any applicable jurisdiction in the world) of an *Insured* for any *Claim* arising out of his or her status as the spouse of an *Insured* including any *claim* that seeks damages recoverable from marital community property or property jointly held by the *Insured* and the spouse; provided, however, that this extension shall not afford cover for any *Claim* for any *Wrongful act* of the spouse and that this *policy* shall apply only to *Wrongful act(s)* of an *Insured*.

### 4.9 Asset & Liberty cost

The *Insurer* shall pay, an amount not exceeding 50% of limit of liability, the (i) Bail Bond and Civil Bond Premium, (ii) Prosecution Costs and any (iii) Asset and Liberty Expenses, of every Insured in Asset and Liberty Proceeding.

- a) *Asset and Liberty Expenses*: reasonable *fees*, costs and expenses incurred, with the *Insurer's* prior written consent, by any Insured to defend any Asset and Liberty Proceeding.
- b) *Bail Bond and Civil Bond Premium*: the reasonable premium (but not collateral) for any bond or other financial instrument to guarantee an *Insured's* contingent obligation for a specified amount required by a court hearing a Claim.
- c) *Prosecution Costs*: reasonable fees, costs and expenses incurred, with the *Insurer's* prior written consent, by an *Insured*, to bring legal proceedings for a declaration and/or an injunction in connection with any *Asset and Liberty Proceedings*.

*Asset and Liberty Proceeding* means any proceeding brought against any *Insured* by any Official Body seeking:

- (i) to disqualify an *Insured* from holding office as a director or officer;
- (ii) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an *Insured*;
- (iii) a charge over real estate property or personal assets of an *Insured*;
- (iv) a temporary or permanent prohibition on an *Insured* from holding the office of or performing the function of a director or officer; or
- (v) a restriction of an *Insured's* liberty to a specified domestic residence or an official detention.

### 4.10 Public Relation Expenses to mitigate Damage to Reputation

Public Relations Expenses means reasonable fees, costs and expenses incurred, with the *Insurer's* prior written consent, of public relations consultants retained by an *Insured* directly to mitigate the adverse effect or potential adverse effect on that *Insured's* reputation from a Claim, by disseminating findings made in a final judicial disposition of that Claim which absolves the Insured from fault, liability or culpability

### 4.11 Special Excess Protection for Directors Including Non-Executive Directors

The *Insurer* shall pay, in addition to *Limit Of Liability* on behalf of the Company's Directors a separate Excess Limit on behalf of each of the *Company's* directors including Non-Executive Directors serving during the *Policy Period* for any *Loss*, subject to sub limit mentioned in the schedule

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Excess limit means the amount mentioned in the schedule that is available when

- (i) the *Limit of Liability*;
- (ii) all other applicable management liability insurance whether specifically written as excess over the *Limit of Liability* of this policy or otherwise; and
- (iii) all other indemnification for Loss available to any Director including Non-Executive Directors, have all been exhausted

#### 4.12 Discovery Period for Retired and Resigned Directors & Officers

The *Insurer* will indemnify any retired or resigned Directors or Officers for Claims made against, such persons during the period mentioned in the *Policy* schedule immediately following the expiry of this *Policy* period, but only to the extent that such *Claims* are for *Wrongful Act* occurring prior to the effective date of termination or non-renewal, provided that: i. this *Policy* is not renewed or replaced with any other *Policy* affording Directors and Officers or management liability cover; ii. an *Extended Reporting Period* is not invoked; iii. a *Transaction* has not taken place; and, iv. External Administrator's appointment has not taken place v. such Director or Officers is not disqualified to hold the office or managing the office of the company

Discovery period for retired directors: as specified in the schedule

### 5. GENERAL PROVISIONS

#### 5.1 *Representations and Severability*

In granting cover to any one *insured*, the *insurer* has relied upon the material statements and particulars in the *proposal* together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this *policy*.

By acceptance of this policy the Company affirms that all statements contained in the proposal form for this Policy and any Declarations attached hereto are correct.

The *proposal* shall be construed as a separate *proposal* by each of the *insured*. With respect to statements and particulars in the *proposal*, no statements made or knowledge possessed by any *insured* shall be imputed to any other *insured* to determine whether cover is available for any *claim* made against such other *insured*.

#### 5.2 *Changes in Risk During Policy Period*

- (i) If during the *policy period* a *transaction* takes place, then the cover provided under this *policy* is amended to apply only to *wrongful act(s)* committed prior to the effective date of the *transaction*.
- (ii) If during the *policy period*, the *company* decides to make an initial offering of its *securities*, by any means, public or private, then as soon as the information is publicly available, the *company* shall provide the *insurer* with any prospectus or offering statement and any other information and documentation that the *insurer* might require for the evaluation and assessment of the increased exposure of the *insured* and the *insurer* shall be entitled to amend the terms and conditions of this *policy* and/or charge any additional premium reflecting the increase in exposure.

At the *policyholder's* request, prior to the public announcement of such *securities* offering, the *insured* may provide the *insurer* with information and ask the *insurer* to evaluate and assess the increased exposure and advise of all amendments to the terms and conditions of this *policy* and additional premium based upon the information so provided. In this event and at the request of the *policyholder*, the *insurer* will, subject to the *insured* bearing the costs (legal and other), enter into a confidentiality agreement with the *policyholder* relating to any information provided regarding the proposed *securities* offering.

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**5.3 Limit of Liability**

The limit of liability specified in the *schedule* is the total aggregate limit of the *insurer's* liability for all *loss*, arising out of all *claims* made against all *insureds* under all insurance covers under this *policy* combined. The limit of liability for the *discovery period* shall be part of and not in addition to the total aggregate limit of liability for the *policy period*. *Loss* arising from any *claim* which is made subsequent to the *policy period* or *discovery period* which pursuant to General provision 5.5 is considered made during the *policy period* or *discovery period* shall also be subject to the same total aggregate limit of liability. *Defence costs* are not payable by the *insurer* in addition to the total aggregate limit of liability. *Defence costs* are part of *loss* and are subject to the total aggregate limit of liability for *loss*.

**5.4 Retention**

The *insurer* shall only be liable for the amount of *Loss* arising from a *Claim* which is in excess of the *Retention* amount specified in the *schedule* with regard to all *Loss* under all insurance covers under this *Policy* for which the *Company* has indemnified or is permitted or required to indemnify the *Insured*. The *Retention* amount is to be borne by the *company* and shall remain uninsured. Provided, however, that no *Retention* shall apply and the *Insurer* shall thereupon reimburse any *defence costs* paid by the *Company*, in the event of:

- (i) a determination of *no liability* of all *insureds*, or
- (ii) a dismissal or a stipulation to dismiss the *claim* without prejudice and without the payment of any consideration by any *Insured*.

Provided, however, that in the case of (ii) above, such reimbursement shall occur 90 days after the date of dismissal or stipulation as long as the *Claim* is not re-brought (or any other *Claim* which is subject to the same single *Retention* by virtue of this General provision 5.4 is not brought) within that time, and further subject to an undertaking by the *Company* in a form acceptable to the *insurer* that such reimbursement shall be paid back by the *Company* to the *Insurer* in the event the *Claim* (or any other *claim* which is subject to the same single *Retention* by virtue of this General provision 5.4) is brought after such 90 day period.

**5.5 How to Give Notice and Report a Claim**

- (i) Notice of a *claim* or of circumstances which may result in a *claim* shall be given in writing to the *Company* as soon as practicable. If posted the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.
- (ii) The *company* or the *insured* shall, as a condition precedent to the obligations of the *insurer* under this *policy*, give written notice to the *insurer* of any *claim* made against an *insured* as soon as practicable and either: (a) any time during the *policy period* or during the *discovery period*; Or  
(b) within *Discovery period*
- (iii) If, during the *policy period* or during the *discovery period* written notice of a *claim* against an *insured* has been given to the *insurer* pursuant to the terms and conditions of this *policy*, then any *claim* arising out of, based upon or attributable to the facts alleged in the *claim* previously notified to the *insurer* or alleging a *single wrongful act* which is the same as or related to any *wrongful act* alleged in the previously notified *claim*, shall be considered made against the *insured* and reported to the *insurer* at the time the first notice was given.
- (iv) If during the *policy period* or during the *discovery period*, the *company* or the *Insured* shall become aware of any circumstances which may reasonably be expected to give rise to a *Claim* being made against an *insured* and shall give written notice to the *insurer* of the circumstances and the reasons for anticipating a *Claim*, with full particulars as to dates and persons involved, then any *Claim* which is subsequently made against an *insured* and reported to the *insurer* arising out of, based upon or attributable to the circumstances or alleging any *wrongful act* which is the same as or related to any *wrongful act* alleged or contained in those circumstances, shall be considered made against the *insured* and reported to the *insurer* at the time the notice of the circumstances was first given.

**Documents required for Claim processing:**

- a. Claim form,
- b. Detailed note on the event leading to the loss,
- c. Any Legal notice / summon received from the aggrieved party,

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- d. Defence initiated from your end, if so what are the grounds,
- e. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
- f. What are the preventive measures initiated to avoid recurrence,
- g. Any other Document,
- h. **Turn Around Time** for claims settlement is 7 days from receipt of Award / Last Document.

Any notice of losses and circumstances to be notified to the following

Cholamandalam MS General Insurance Company Limited

Commercial Claims Department

Dare House 2nd Floor, Parry's Corner; No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free: 1800 208 5544

Email: [notifyclaim@cholams.murugappa.com](mailto:notifyclaim@cholams.murugappa.com)

**5.6 Presumptive Indemnification:**

If the *Company* is permitted or required by law to indemnify, or is not prevented by law from indemnifying, an *Insured* for *Loss* but fails or refuses, other than for reason of insolvency or bankruptcy to so indemnify an *Insured* then the Insurer shall pay such *Loss* on behalf of such *Insured* subject to all of the Exclusions of this policy.

In such event the applicable *Retention* Amount set forth the Schedule shall be paid by the *Company* to the *Insurer*. No *Retention* amount shall apply in the event of insolvency or bankruptcy

**5.7 Advancement of defence Costs**

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*.

The advance payments by the *insurer* shall be repaid within 30 days of demand to the *Insurer* by the *Company* or the *Insured*, severally according to their respective interests, in the event and to the extent that the *Company* or the *Insured* shall not be entitled to payment of the *loss* under the terms and conditions of this *policy*. In the event and to the extent that the *Company* is permitted or required to indemnify the *Insured* but for whatever reason fails to do so, the *Insurer* shall advance all *defence costs* to the *Insured* on behalf of the *Company*. In this case, however, the *Retention* amount specified in the *schedule* shall be repaid by the *Company* to the *insurer*; unless the *company* is insolvent.

**5.8 Reasonable care**

The *Insured* shall take all reasonable steps to prevent a claim from arising under this Policy and if arises then take all necessary and sufficient steps to mitigate the loss

**5.9 How Defence Will Be Conducted**

The *insured* shall have the right and duty to defend and contest any *claim*. The *insurer* shall have the right to effectively associate with the *insured* and the *company* in the defence and settlement of any *claim* that appears reasonably likely to involve the *insurer*; including but not limited to effectively associating in the negotiation of any settlement.

The *Insured* shall not admit or assume any liability, enter into any settlement agreement, stipulate to any judgment or incur any *defence costs* without the prior written consent of the *Insurer* as a condition precedent to the *Insurer's* liability for *Loss* arising out of the *claim*. Only those settlements, stipulated judgments and *defence costs*, which have been consented to by the *Insurer*; shall be recoverable as *Loss* under the terms of this *policy*. The *Insurer's* consent shall not be unreasonably withheld, provided that the *Insurer* shall be entitled to effectively associate in the defence and the negotiation of any settlement of any *Claim* in order to reach a decision as to reasonableness.

The *Insurer* may make any settlement of any claim it deems expedient with respect to any *Insured* subject to such *Insured's* written consent. If any *Insured* withholds consent to such settlement, the *Insurer's* liability for all *Loss* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such a claim plus defence costs incurred as of the date such settlement was proposed in writing by the *Insurer*. The *Company* and the *Insured* shall give the *Insurer* full co-operation and all information as it may reasonably require as a condition precedent to the *Insurer's* liability for *Loss* arising out of the *Claim*.



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**5.10 Allocation**

(i) The *Insurer* has no obligation under this *policy* for *defence costs* incurred by the *Company*, or any judgments rendered against or settlements by the *Company*, or any obligation to pay *Loss* arising out of any legal liability that the *Company* has to the third party claimant. Accordingly, with respect to:

- (a) *defence costs* jointly incurred by;
- (b) any joint settlement made by; and/or
- (c) any adjudicated judgment of joint and several liability rendered against the *Company* and any *Insured*, the *Company* and the *Insured* and the *Insurer* agree to use their best efforts to determine a fair and proper allocation of the amounts as between the *Company* and the *Insured* and the *Insurer*; taking into account the relative legal and financial exposures of and the relative benefits obtained by the *Insured* and the *Company*.

(ii) In the event that any *claim* involves both covered matters and matters not covered under this *policy*, a fair and proper allocation of any *defence costs*, judgments and/or settlements shall be made between the *Company*, the *Insured* and the *Insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this *policy*.

(iii) In the event that a determination as to the amount of *defence costs* to be advanced to the *Insured* under this *policy* cannot be agreed to, then the *Insurer* shall advance *defence costs* which the *insurer* states to be fair and proper until a different amount shall be agreed upon or determined pursuant to the provisions of this *policy* and applicable law.

**5.11 Order of payments**

*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.

The Policyholder agrees that payment pursuant to this order of payments clause shall fully discharge *Us* from *Our* obligations under this *Policy*.

**5.12 Subrogation**

In the event of any payment under this *policy*, the *insurer* shall be subrogated to all of the *insured's* rights of recovery to the extent of such payments against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and ensure that nothing is done to prejudice such rights and provide the *insurer* with whatever reasonable co-operation and assistance they might require.

However, it is specifically agreed that the *insurer* will not exercise its rights of subrogation against an employee of the *insured* unless the aforesaid payment has been caused by or contributed to in any way by the fraud or dishonesty of any such employee.

In the event of any recovery being made, it is specifically understood that the recovered funds shall be applied in the following order:

- (a) *Insurer* shall be reimbursed to the extent of any payment they have made under this *policy*.
- (b) *Insurer* shall be reimbursed the actual costs and expenses they have incurred in pursuing the recovery.
- (c) The *insured* shall be entitled to reimbursement in respect of its *losses* only after the payment of (a) and (b) and only to the extent of any recovered funds that might remain.

**5.13 Other Insurance**

Unless otherwise required by law, any insurance as is provided under this *policy* shall apply only as excess over any other valid and collectible insurance.



**Multiple policies involving Bank or other lending or financing entity**

If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

**5.14 Insolvency or Liquidation or Receivership:**

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.

However the *Company* may request *Us*, for continuance of the cover as soon as the *Company* becomes aware of the Insolvency proceedings. *Insurer* shall reserve the right to discontinue the cover or continue the cover with terms as deemed appropriate.

**5.15 Notice and Authority**

It is agreed that the *policyholder* shall act on behalf of its *subsidiaries* and all *insureds* with respect to the giving and receiving of notice under this *policy*, including the giving of notice of *claim*, the payment of premiums that may become due under this *policy*, the receipt and acceptance of any endorsements issued to form a part of this *policy* and the exercising or declining to exercise any right to a *discovery period*.

**5.16 Assignment**

This *policy* and any rights hereunder cannot be assigned without written consent of the *insurer*.

**5.17 Territory & Jurisdiction-India**

This *policy* applies to *Wrongful acts* occurring anywhere in the India subject to the terms, conditions and exclusions of the *policy* and provided that the *Claim* is brought in India and determined according to Indian law. For the avoidance of doubt, this *policy* will not respond to the actual or attempted enforcement against the *Insured* within India of a judgment or award or any other order obtained outside of India whether or not such judgment or award or any other order is subsequently deemed enforceable by a Court within India. It is acknowledged and agreed by the *Insured* that the premium for this *policy* has been calculated accordingly and no consideration has been paid in respect of liabilities arising under any other law or the jurisdiction of any other Courts.

**5.18 Cancellation**

The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

**5.19 Non-avoidance**

If the *Insurer* is entitled to avoid this *Policy* from inception or from the time of any variation in cover due to fraudulent non-disclosure or misrepresentation by the Company or one or more *Insured*, the *Insurer* shall maintain cover for each *Insured* or *Company*, subject to all Policy terms, to the extent that such *Insured* or *Company* was not involved in or aware of any such conduct. The *Insured* and *Company* agree that the *Insurer* is entitled to reduce its liability to nil in respect of those *Insured* or *Company* who were involved in or aware of such conduct

**5.20 Policy Construction**

The construction, interpretation and meaning of the provisions of this *Policy* shall be determined in accordance with the laws of India and any dispute relating thereto shall be submitted to the exclusive jurisdiction of the courts of Chennai, India. The titles of paragraphs in this *Policy* are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. Under this Policy, the masculine includes the feminine and the singular includes the plural and vice versa.

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**5.21 Titles**

The titles of these paragraphs are for convenience only and do not lend any meaning to this contract. In this *policy* words in italics have special meaning and are defined

**5.22 Entire Agreement**

*Insured* and the *Insurer* agree that this *Policy* (including the Proposal and any materials submitted therewith) and any written endorsements attached hereto constitute the sole and entire agreement between the parties with respect to this insurance. Any prior agreement or understanding between the parties is no longer valid.

**5.23 Sanctions Limitation and Exclusion Clause [LMA3100]**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Excluded from insurance are the (financial) interests of individuals, companies, governments and other entities in respect of which the insurer(s) is (are) not allowed to insure those interests in accordance with national and international law or regulations.

Excluded are damage and/or loss to items of property in which may not be traded under national or international law or regulations

**GRIEVANCE REDRESSAL**

In case of any grievance the insured person may contact the company through

WEBSITE: [www.cholainsurance.com](http://www.cholainsurance.com)

Toll free: 1800 208 9100

E-MAIL: [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Courier: Manager, Grievance Cell,  
Chola MS General Insurance Company Limited,  
Hari Nivas Towers First Floor,  
#163, Thambu Chetty Street,  
Parry's Corner, Chennai - 600 001

**Procedure of Grievance Redressal**

- Please write to [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com) to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

**Escalation Matrix**

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - [Nodalescalation@cholams.murugappa.com](mailto:Nodalescalation@cholams.murugappa.com) (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com) (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

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website: [www.cholainsurance.com](http://www.cholainsurance.com) IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977

**INFORMATION ABOUT US**

Cholamandalam MS General Insurance company Limited

HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.

Toll Free : 1800 208 9100

SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)

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Sl.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
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		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
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		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
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		60-B, Hoshangabad Road, Bhopal - 462011		
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				Tel.: 0674 - 2596429
		Bhubaneswar - 751 009.		Tel.: 0674 - 2596003
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		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468
		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tel.: 044 - 24333668
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		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>	Tel.: 0361 - 2632204
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**CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED**

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