

ONLINE TRANSACTION PROTECTION INSURANCE

UIN NO. IRDAN123RP0044V01202122

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Cholamandalam MS General Insurance Co. Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

Now this policy witnesseth that subject to the terms, exceptions, limitations and conditions contained herein or endorsed hereof the Company agrees to cover the **Insured Beneficiary** during the **Cover period** mentioned in the **Certificate of Insurance** and for the covers, terms and Conditions mentioned in this contract other than those specifically excluded, and within the limits stated in the **Certificate of Insurance** thereto, provided that the liability of the Company shall in no case exceed the Limit Of Liability set against such items in the **Certificate of Insurance** thereto for each claim and not exceeding in the aggregate **Limit Of Liability** specified in the **Certificate of Insurance**.

SECTION-1: COVERAGE

E-PAYMENT TRANSACTIONS

1.1 We will indemnify **You** for Theft of Funds suffered by **You** as a result of a **Cyber Incident** or **Hacking** of Your **Bank account, Credit/Debit card** and/ or **Mobile wallets** by a **Third Party** not exceeding a limit of INR equivalent of INR 150,000 (AOA:AOY 1:1) and subject to:

- a. The **Theft of Funds** occurring during the Policy period,
- b. Discovery of **Theft of Funds** no later than 90 days from the date of occurrence.
- c. You reporting to the issuing Bank or the **Mobile wallet** company within 72 hours of discovery of the **Theft of Funds**,
- d. You lodging a First Information Report (FIR) detailing the unauthorized **Theft of Funds** within 72hours upon discovery by **You**
- e. **You** providing evidence that the issuing bank and/or the **Mobile wallet** company is not reimbursing **You** for the **Theft of Funds** and a copy of FIR.

1.2 **We** will provide **You** coverage for **Legal Costs** within the limit of INR 150,000 in consultation with us to pursue a legal action, at our discretion, against Your Bank and/or **Mobile wallet** company for non-reimbursement of funds due to a **Theft of Funds** event as set forth in Section 1.1.

1.3 In addition to the General Conditions the following Conditions shall apply to Section 1.1 and Section 1.2:

- a. **You** must take due care and reasonable precautions to safeguard Your personal information, Bank accounts and/or **Credit/Debit cards** and internet communications.
- b. For **Theft of Funds** incurred while **You** are travelling outside of India, the following additional conditions shall be applicable:

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- i. A copy of FIR and/or police acknowledgement receipt confirming **Theft of Funds** should be dated within 5 days of first arrival into India.
- ii. A copy of Your passport will be required as proof of travel.
- iii. Travel duration should not exceed 2 months for a single trip outside of India (i.e. last departure from India to be no more than 2 months from latest date of arrival into India)

SECTION-2: DEFINITIONS

2.1. **Bank Account** means any bank account details including personal e-Banking login name, passwords or bank account number that are issued by banks including payment banks registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).

2.2. **Certificate of Insurance** means the Certificate issued to the Insured Beneficiary which will contain details such as the Master Policy number, name and address of the Insured Beneficiary, important terms and conditions of the coverage. For full terms and conditions, the Insured Beneficiary shall refer to the Master Policy.

2.3 **Cover Period** means the period as specified in the Certificate of Insurance under which the Insuring Clauses covered for the Insured Beneficiary is insured and covered as per Terms and Conditions of the Master Policy. This cover period will be for maximum twelve months, as per plan selected, from date of issuance of certificate, provided always that premium is received in advance in compliance with SEC-64B of Insurance Act

2.4. **Computer System** means any computer, laptop, mobile telephone or tablet owned by You

2.5. **Credit card** is a card issued by a bank which enables the cardholder to borrow funds to pay for a purchase or a transaction on the condition that the cardholder will pay back the original, borrowed amount, which is issued by a bank registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).

2.6 **Cyber Incident** means the introduction of malicious codes, programmes or digital instructions of a malicious nature, including but not limited to malware, trojans, virus, worms or cryptoware received through SMS, File transfer, downloaded programs from Internet or any other digital means.

2.7 **Data** is information processed or stored by a Computer System. This information will be in the form of but not limited to text documents, images, audio clips, software programs, or other types of data.

2.8 **Debit card** is a payment card that deducts money directly from a consumer's savings account to pay for a purchase or a transaction, which is issued by a bank registered and operating in India, which is regulated and approved by the Reserve Bank of India (RBI).

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2.9 Deductible means the amount which shall be borne by the Insured Beneficiary in respect of each and every claim made under this Certificate of Insurance. The Insurer's liability to make any payment under the Certificate of Insurance is in excess of the "Deductible".

2.10 Group: The definition of a group as per the provisions of group guidelines issued by Authority vide circular015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 and further amendments, circulars/guidelines/regulations, if any Issued/that may be issued, from time to time

2.11 Hacking means unauthorized access by a Third party using improper digital means including E-mail Spoofing and Phishing.

2.12 Insured means the Organization/Entity/Group Manager named in the Master Policy.

2.13 Insured Beneficiary shall mean members of the group covered under the Master Policy and/or referred as **YOU/He/She/His/her** elsewhere in the document, who is insured for the insuring clauses

2.14 Legal Costs means reasonable costs, expenses and/or fees for experts, investigations, court appearances, surveys, examination and/or procedures that are necessary for Your pursuit of recovery from Your Bank and/or Mobile wallet company provided always that such costs may be allowed only at **Our** discretion. This does not include your general expenses (such as salaries and overheads).

2.15 Master Policy means the Group Policy issued to the Group Manager/Insured containing the terms and conditions of the insurance coverage and under which Certificates of Insurance will be issued to the members of the group

2.16 Mobile Wallets means any online account in which You deposit or earn money which is denominated in Indian Rupees that can be spent in an online store and/or mobile application. This does not include credit bought or earned within a game, gambling site, pornography site or a subscription purchased online or digital non-fiat currencies.

2.17 Personal Information means Your private details (including any online authentication information) relating to Your identity that will allow You to be identified including but not limited to the following:

Full name

Passport number

Mailing and/or home address

Driving license number

Telephone number(s)

Online login ID and password

Credit/Debit Card number

Bank Account number

Aadhar Card Number

The term Personal Information does not include publicly available information that is lawfully made available to the general public from any source including government records

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2.18 Phishing means the attempt to obtain sensitive information such as usernames, passwords, and credit card details (and sometimes, indirectly money), often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication.

2.19 Premium means the sum of money that the Insured paid to Insurer under this Master Policy in return for the Cover, entitlements and benefits set out in this Master Policy.

2.20 Policy means the Schedule and the Policy, including any applicable Endorsements.

2.21 Policyholder means the name of the Insured holding the Master policy named within the schedule.

2.22 Policy Period refers to Master Policy period, within which Certificates of Insurances are issued to members of the group. It will be valid for one year and renewable for each subsequent year as per discretion from both the Policyholder and Company with respect to Terms and Conditions

2.23 Theft of Funds means any unauthorized digital or electronic transaction of money or official national currency owned by you or held by a financial institution in an electronic form on behalf of you. Branded, digital or virtual currencies are not considered money or official national currency.

2.24 Third Party means any natural or legal person and/or legal entity, except You and Your family

2.25 Unauthorized Access means improper access by a Third party using usual means but without the consent of You.

2.26 e-mail spoofing means any forgery or wrongful manipulation of an email header so that the message appears totally real to have originated from the actual source.

2.27. You/Your: Insured Beneficiary who is a permanent resident of India.

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2.28. We/Us/Our: Chola MS GIC Ltd or Company

SECTION-3: EXCLUSIONS

This Policy shall not provide cover for any claims arising directly or indirectly out of any of the following:

3.1 Retroactive Date - Any E-PAYMENT TRANSACTIONS loss occurring prior to the retroactive date.

3.2 Dishonest or Improper Conduct - Any criminal, dishonest, deliberate, or malicious conduct of You.

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3.3 Bodily Injury-Any physical injury, sickness, disease, or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury

3.4 Property Damage- Any loss or destruction of tangible property, or loss of use thereof, or physical theft, including wear and tear, other than damage or theft in respect of Insured event c) under Online Shopping.

3.5 Any activities carried out by You for business or professional purposes, whether in your capacity as an employee or self-employed practitioner.

3.6 War - War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities.

3.7 Terrorism means any acts 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, including cyber terrorism.

3.8 Non-Fiat Currency - Any loss payment made in Non-Fiat currencies including but not limited to Bitcoins.

3.9 Outage/ Disturbance Loss - Any failure, interruption, degradation or outage of infrastructure or related services of the following third-party providers: telecommunication, internet service, satellite, cable, electricity, gas or water providers.

3.10 Illegal Use of Data - Any use of illegal data and/or illicit material which you are not authorized to use.

3.11 Insolvency - The insolvency, liquidation, bankruptcy of an issuing bank or **Mobile Wallet** provider.

3.12 Proprietary information of Personal Data means Sensitive Personal Data , which is a personal data revealing, related to, or constituting, as may be applicable: (i) passwords; (ii) financial data; (iii) health data; (iv) official identifier; (v) sex life; (vi) sexual orientation; (vii) biometric data; (viii) genetic data; (ix) transgender status; (x) intersex status; (xi) caste or tribe (x) political ideology (xi) religious belief and any information as included in Personal Data Protection legislation in India

3.13 Others - The coverage in Section 1.1 and Section 1.2 shall not apply if at least one of the following exclusions are fulfilled:

a. **Theft of Funds** due to physical loss or theft of Your Computer system,

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- b. Withdrawal of funds via ATM made through Your Bank account and/or Credit/Debit cards by a Third party
- c. **Theft of Funds** following physical theft or loss of **Credit/Debit card**,
- d. Any loss or damage emanates from Criminal and/or fraudulent act of the insured,
- e. Circumstances or incidents that existed prior to inception of the Policy.

3.14 SPECIFIC MATTER EXCLUSION

Notwithstanding any provision to the contrary, this policy/insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following –including any fear or threat thereof, any action taken or failure to take action in controlling, preventing, suppressing or in any way responding to such whether actual/ alleged/ threat or perceived of:

- Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the insurer alleges that, by reason of this exclusion, any amount is not covered by this policy/insurance, the burden of proving the contrary shall rest on the insured

SECTION-4: CONDITIONS

4.1 Reporting a Claim

Every notice and communication to the Company required by this **Master Policy / Certificate of Insurance** shall be in writing.

This **Certificate of Insurance** shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact.

The **Insured Beneficiary** shall take all reasonable steps to safeguard his/her Computer system against Cyber incident The **Insured Beneficiary** shall exercise reasonable care to prevent all Cyber incidents and shall comply with all statutory or other regulations.

You must report as soon as is reasonably practicable during the **Policy Period** or the **Discover Period** (if applicable):

- a) to **Us** any actual, **E-PAYMENT TRANSACTIONS** loss which may give rise to payment under this **Policy**

If **You** report a claim or facts that might give rise to a claim to **Us**, then **You** must give **Us** such information and co-operation as it may reasonably require including but not limited to:

- (i) Submission of fully completed and signed claim form,
- (ii) Copy of FIR lodged with police authorities / cyber cell,
- (iii) Copies of legal notice received from any affected person/entity,
- (iv) Copies of summons received from any court in respect of a suit filed by an affected party/entity,
- (v) Copies of correspondence with **Bank** and/or **Mobile Wallet Company** with regard to **Theft of funds**;

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- (vi) Legal notice served on any **Bank** and/or **Mobile Wallet** company for **Theft of funds**,
 - (vii) Copies of invoices for expenses incurred on all costs legal and incidental cost including that of IT consultant, being claimed under this policy
 - (viii) Copies of invoices for expenses incurred due to involvement of a specialist service provider or advisor,
 - (ix) Details/invoices of costs incurred for filing of a claim for damages against a third-party perpetrator in connection with a cyber incident governed by this **Policy**,
 - (x) Proof to show ownership of **Your Computer system**, and
 - (xi) Proof to show that the **Personal data** is the propriety information belonging to **You**.
- Reimbursement will only be in INR.

4.2 Discovery Period

In the event this Master Policy and/or **Certificate of Insurance** is neither renewed, for reasons other than for non-payment of the premium, nor replaced with another Personal Cyber Insurance (or similar insurance), the **Policyholder** shall automatically be entitled, without any payment of any additional Premium, to a **Discovery Period** of 90 days after the date of expiry in Master Policy and Insured Beneficiary **under a Certificate of Insurance** shall automatically be entitled, without any payment of any additional Premium, to a **Discovery Period** of 90 days after the date of expiry of the Certificate. No incident during this Discovery Period will be covered and it is only a seamless facility to report an incident, covered under the policy /Certificate of Insurance, to Us.

4.3 Other Insurance:

If **Legal defence costs** or any other amounts insured under this Policy /Certificate of Insurance are also potentially insured under any other insurance policy or policies, then **You** must advise the **Us** within a reasonable time of making a Claim under this Policy and provide the **Us** with details of the other insurance.

4.4 Claims condition

- a) All costs incurred are subject to prior written consent by **Us**, which shall not be unreasonably withheld or delayed.
- b) All claims will be paid in Indian National Rupee (INR). If **You** have suffered a loss which is in a foreign currency, the amount will be converted into INR at cash rate of exchange published on the website of the RBI or, if it has ceased to be currency, at a currency conversion website selected by **Us**, on the date of the loss.

4.5 Fraudulent Claims

If **You** shall give any notice for any Loss under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such Loss shall be excluded from cover under the Certificate Of Insurance, and **We** shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this Certificate of Insurance in its entirety, and in such case, all Losses under the Certificate of Insurance shall be forfeited and all premium deemed fully earned and non-refundable.

4.6 Limit of Liability

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Our liability to pay or indemnify under this Policy /Certificate of Insurance for each and every Loss and for all Loss in the aggregate shall not exceed the Limit of Liability during the policy period.

Each sublimit of liability specified in the Schedule is part of the Limit of Liability and is the maximum We shall pay for the Insuring clause during the policy period.

In the event of the sub limit in respect of an Insuring clause being completely exhausted on payment of a claim, No further liability shall attach to Us in respect of the Insuring clause to which the sub limit applies.

Our liability to pay or to indemnify for each and every loss and for all losses in aggregate for specialist IT service provider fees shall not exceed the amount specified in the policy schedule / during the Policy period/ **Cover Period of Certificate of Insurance**.

4.7 Subrogation & Recovery

If **We** make any payment under this **Certificate of Insurance** , it shall be subrogated to the extent of such payment to all of the **Your** rights of recovery and shall be entitled to pursue and enforce such rights in the **Your** name, even if **You** are compensated for such Loss.

You shall provide **Us** with all reasonable assistance and shall do everything that may be necessary to secure any rights including the execution of documents necessary for **Us** to bring suit in the **Your** name.

4.8 Sanctions

We shall not be deemed to provide cover and the Insurer shall not be liable to pay any Loss or Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Loss or Claim or provision of such benefit would expose the 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 States of America and/or any other applicable national economic or trade sanction law or regulations.

4.9 Assignment

You shall not be entitled to assign **Certificate of Insurance** nor any interest or right under the **Certificate of Insurance** without prior written consent from **Us**.

4.10 Governing Law

Any interpretation of this Policy / **Certificate of Insurance** relating to its construction, validity or operation shall be made in accordance with the laws of Republic of India and in accordance with the English text as it appears in this policy/ **Certificate of Insurance**.

4.11 Territorial Scope

Where legally permissible by the law of this Policy / **Certificate of Insurance** and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this Policy/ **Certificate of**

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Insurance, this Policy/ **Certificate of Insurance** shall apply to any Loss incurred or Claims made as mentioned in the Schedule

45.12 Jurisdiction

This Policy as well as Certificate of Insurance are subject to the exclusive jurisdiction of the Courts of India.

4.13 Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this Policy/ **Certificate of Insurance**, or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this policy, shall be referred to a sole arbitrator to be appointed by the parties to the dispute within 30 days of any party giving notice of arbitration to the other(s).

In the event that the parties are unable to agree upon the identity of a sole arbitrator, the disputes or differences shall be referred to the decision of 3 arbitrators of whom one shall be appointed in writing by each of the parties within a period of 30 days after the failure to appoint a sole arbitrator and the third (who shall serve as Chairman) shall be appointed by the nominated arbitrators. In case either party shall refuse or fail to appoint an arbitrator within the aforesaid 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator who shall thereafter be empowered to conduct the arbitration and determine the disputes or differences referred to him as if he had been appointed a sole arbitrator with the consent of both parties.

The parties shall share the expenses of the arbitrator or arbitral tribunal equally and such expenses, along with the reasonable costs of the parties in the arbitration, shall be awarded by the arbitrator or arbitral tribunal in favour of the successful party in the arbitration or, where no party can be said to have been wholly successful, to the party who has substantially succeeded.

The place of arbitration shall be India, the language of the arbitration shall be English, the law applicable to and in the arbitration shall be Indian law and the arbitration process will be in accordance with the provisions of the Arbitration & Conciliation Act 1996, as amended from time to time.

It is a condition precedent to any right of action or suit upon this policy that the award by such arbitrator or arbitrators shall be first obtained.

In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian courts.

4.14 Cancellation

Cancellation of Master Policy / Certificate of Insurance by the Company:

- a. The **Master Policy** may be cancelled by the Company at any time before the expiry of the **Policy Period** by giving at least 15 days written notice to the Policyholder. Provided however if the Company cancels the **Master Policy** even then the respective **Certificate**

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- of Insurance/s** issued to various **Insured Beneficiaries** shall be valid for the Covered Period, unless the **Certificate of Insurance** is also cancelled by the company.
- b. The **Certificate of Insurance** may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the **Policyholder and Insured Beneficiary**.
 - c. Under normal circumstances the **Certificate of Insurance** shall not be cancelled by the company except on the grounds of Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the **Insured Beneficiary**. Provided however if **Certificate of Insurance** is cancelled due to Fraud, mis-representation or non-disclosure of material facts or non-co-operation by the **Insured and Insured Beneficiary** then the premium shall be forfeited and no refund of premium shall be made by the Company
 - d. If the **Certificate of Insurance** is cancelled by the Company other than "c" above. The Company shall refund to the **Insured Beneficiary** a pro-rata premium for the unexpired **Cover Period** in respect of the **Certificates of Insurance** issued prior to the date of cancellation on which no claim has been lodged, subject to retention of minimum premium of Rs.100/-
 - e. No refund shall be made in respect of **Certificates of Insurance** cancelled by the Company on which claim has been lodged by the Insured Beneficiary or a person on behalf of the **Insured Beneficiary**.
 - f. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date on which the **Certificate of Insurance** is cancelled.

Cancellation by the Insured before the expiry of Master Policy /Certificate of Insurance: (Applicable in all cases where the premium is paid by the Insured or Group Manager, who is Policyholder)

- a. The **Master Policy** may be cancelled by the **Policyholder** at any time before the expiry of the **Policy Period** of **Master Policy** by giving at least 15 days written notice to the Company.
- b. Refund, if any, shall be subject to the retention of premium as per short period scale given below subject to minimum premium retention of Rs.2500/- towards documentation charges
- c. If the **Certificate of Insurance** is cancelled within **Cover period**, the Company will retain the premium for the period this **Certificate of Insurance** has been in force at the Company's customary short period scales of rates, given below, provided no claim has been reported under the **Cover period**. **This facility is applicable only for 12 months plan** and subject to a minimum premium retention of INR100 as documentation charges.
- d. No refund of premium shall be due on cancellation of **Certificate of Insurance** if a claim has been made by the **Insured Beneficiary**.
- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of **Certificate of Insurance**.
- f. For avoidance of doubts it is also clarified that since premium is born and paid by **Insured** and received by the Company, any cancellation or refund of such premium shall always be made to **Insured** as mentioned in these Policy Terms and Conditions/wordings.

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Short Period (Not exceeding) Rate

Period	Retention Rate
Not exceeding 1 week	10% of the Annual Rate
Exceeding 1 week but not exceeding 1 month	25% of the Annual Rate
Exceeding 1 month but not exceeding 2 months	35% of the Annual Rate
Exceeding 2 months but not exceeding 3 months	50% of the Annual Rate
Exceeding 3 months but not exceeding 4 months	60% of the Annual Rate
Exceeding 4 months but not exceeding 6 months	75% of the Annual Rate
Exceeding 6 months but not exceeding 8 months	85% of the Annual Rate
Exceeding 8 months	Full Annual Premium

Upon cancellation of this Policy/ Certificate(s) of Insurance, it/they shall automatically stand cancelled, and original should be returned by **You** to **Us** immediately

Cancellation of certificate by the Insured Beneficiary or Group member (Where Insured Beneficiary has paid the premium):

- If the Certificate of Insurance is cancelled by the Insured Beneficiary prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, by giving 15 days written notice, the Company will refund, subject to retention of Rs.100 towards administrative costs as per Certificate of Insurance, the remaining premium amount
- The Insured Beneficiary may cancel the insurance cover to him/her at any time during the Cover Period by giving 15 days written notice and if no claim has been made then the Company shall refund premium, by retaining short term Premium, as per the rates detailed below.

Short Period (Not exceeding) Rate

Period	Retention Rate
Not exceeding 1 week	10% of the Annual Rate
Exceeding 1 week but not exceeding 1 month	25% of the Annual Rate
Exceeding 1 month but not exceeding 2 months	35% of the Annual Rate
Exceeding 2 months but not exceeding 3 months	50% of the Annual Rate
Exceeding 3 months but not exceeding 4 months	60% of the Annual Rate
Exceeding 4 months but not exceeding 6 months	75% of the Annual Rate
Exceeding 6 months but not exceeding 8 months	85% of the Annual Rate
Exceeding 8 months	Full Annual Premium

- No refund of premium shall be due on cancellation of Certificate of Insurance under any circumstances for those Beneficiaries who have made claim under the Certificate of Insurance.
- No refund of premium for cancellation is allowed for period less than 12months.

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- e. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the effective date of cancellation of Certificate of Insurance.
- f. For avoidance of doubts it is also clarified that since premium is born and paid by Insured Beneficiary, any cancellation or refund of such premium shall always be made to Insured Beneficiary as mentioned in these Certificate of Insurance Terms and Conditions/wordings.

4.15 REASONABLE CARE

The Insured beneficiary shall:

- i) take all reasonable steps to safeguard the Computer System and Network against any insured event
- ii) take all reasonable steps to prevent a claim from arising under this Policy and if arise then take all necessary and sufficient steps to mitigate the loss

4.16 INSURED'S REPRESENTATIONS

By acceptance of this policy/ Certificate of insurance, the Insured Beneficiary agrees that all statements contained in the proposal form for this **Policy/ Certificate of insurance** and any Declarations attached hereto are correct. This **Policy/Certificate of Insurance** is issued relying upon the truth of such statements and includes all agreements between the Insured and the Insurer.

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested and, if required by the law of India, this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

Signed by its Authorized Representative

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GRIEVANCE REDRESSAL

1. In the event of the **Insured Insured Beneficiary** being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the **Master policy / Certificate of Insurance**
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium he/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
2. If the company shall disclaim liability to the **Insured Beneficiary** or any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
3. The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this **Master Policy**.
4. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
5. No interest shall be payable by the Company in respect of any claim under this **Certificate of Insurance** on any account whatsoever

MECHANISM OF GRIEVANCE REDRESSAL

As an esteemed customer of our Company, You can contact us to register complaint/ grievance, if any, including servicing of **Master Policy, Certificate of Insurance**, claims etc. with regard to the insurance of **Master Policy / Certificate of Insurance** issued to you. The contact details of our office are given below for your reference. If any Grievances / issues on claims pertaining to Senior Citizens, **Insured / Insured Beneficiary** can register the complaint / grievance which shall be processed on Fast Track Basis by dedicated personnel.

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

Fax : 044 -4044 5550

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Courier : Cholamandalam MS General Insurance Company Limited,
Customer services, Head
Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

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 any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

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://igms.irda.gov.in/>

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 email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.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 <http://www.policyholder.gov.in> for more details.

INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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

www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at

<http://www.policyholder.gov.in>, or

from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

Online Transaction Protection Insurance

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)

Email –customercare@cholams.murugappa.com

Web site: www.cholainsurance.com