

Cholamandalam MS General Insurance Company Limited

NOTICE

This is a claims made insurance policy. This policy will only apply to Claims first made against the Insured by a Third Party and reported to the Insurer during the Policy Period. The limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defence. Further, please note that the amounts incurred for legal defence shall be applied against the Retention amount.

"WHEREAS you have made to us, a Proposal, which is hereby agreed to be the basis of this Policy and have paid to us the premium specified in the Schedule.

NOW WE agree, subject always to the following terms, exclusions, limitations and conditions, to indemnify you in excess of the amount of the Retention and subject to the Limit of Indemnity, against such loss as is herein provided."

SECTION I - COVERAGES

All cover under this policy is afforded solely with respect to Claims first made against an Insured during the Policy Period and reported to the Insurer as required by this policy.

Professional Liability: The Insurer will pay on behalf of any Insured all Damages resulting from any Claim for any Breach of Duty of the Insured.

Fraud/Dishonesty: The Insurer will pay on behalf of any Insured, who is not the actual perpetrator, all Damages resulting from any Claim for Fraud/Dishonesty of any Employee.

Defence: The Insurer has the right to defend any Claim which this policy may respond to under its Covers or Extensions. The Insurer shall pay Defence Costs incurred in defending such Claim.

The Insurer is under no obligation to pay Loss, unless the Wrongful Act: (i) first takes place on or after the Retroactive Date; and (ii) is committed solely in the performance of or failure to perform Professional Services

SECTION II - EXTENSION ENDORSEMENTSS

Court Attendance: 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 will include the following rates per day for each day on which attendance in court has been required.

(i) for any principal, partner, or director Insured	INR. 25,000
(ii) for any Employee	INR. 12,500

No Retention shall apply to this Extension.

Extended Reporting Period: If the Insurer cancels or does not renew this policy, other than for any breach of the terms of this policy by an Insured, the Policyholder shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice of any covered Claim first made against the Insured. That extended reporting period shall not apply if this policy or its cover has been replaced

Loss of Documents: With respect to a Third Party's Documents:

(1) for which an Insured is legally responsible, and

(2) that, during the Policy Period, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance or nonperformance of Professional Services, Damages shall also include costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents provided that:

(a) such loss or damage is sustained while the Documents are either:

(i) in transit; or

(ii) in the custody of the Insured or of any person to whom the Insured has entrusted them;

(b) where the lost or mislaid Documents have been the subject of a diligent search by or on behalf of the Insured;

(c) the amount of any Claim for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the Insurer with the consent of the Insured; and

(d) the Insurer shall not be liable for any Claim arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the Insured's control.

This Extension will be subject to a Sublimit of Liability of INR.....

A separate retention of INR..... instead of the Retention will apply to each Claim covered under this Extension.

SECTION III - DEFINITIONS

“Bodily Injury” means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

“Breach of Duty” means any actual or alleged negligent breach of duty, act, error, misstatements, misleading statements, breach of confidentiality or omission in the performance of or failure to perform Professional Services.

“Claim” means any: (i) written demand or (ii) civil or administrative proceeding, that seeks Damages from Wrongful Acts.

“Damages” means any amount that an Insured shall be legally liable to pay to a Third Party in respect of judgments rendered against an Insured, or for settlements negotiated by the Insurer with the consent of either the Insured or the Policyholder.

“Defence Costs” means reasonable fees, costs and expenses incurred by or on behalf of the Insured in the investigation, defence, adjustment, settlement or appeal of any Claim. “Defence Costs” shall not mean any internal or overhead expenses of any Insured or the cost of any Insured’s time.

“Documents” means all documents of any nature whatsoever including computer records and electronic or digitized data; but does not include any currency, negotiable instruments or records thereof.

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same “insured contract”; and
- (b) Such legal fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

“Employee” any natural person who is or has been expressly engaged as an employee under a contract of employment with the Policyholder, including Insurance Sales Persons (ISP) and Financial Service Executives (FSE). “Employee” shall not mean any: (i) principal, partner or director; (ii) temporary contract labour, self-employed person or labour-only subcontractor; or (iii) an Intern.

“Fraud/Dishonesty” means fraudulent or dishonest conduct of an Employee:

- (i) not condoned, expressly or implicitly; and
- (ii) that results in liability to;
the Policyholder.

“Infringement” means an unintentional infringement of any intellectual property right of any Third Party, Other than patents and Trade Secrets.

“Insured” means:

- a. the Policyholder;
- b. any natural person, who is or has been a principal, partner or director of the Policyholder;
- c. any Employee;
- d. any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the Policyholder; and
- e. any estates or legal representatives of any Insured described in (b) and (c) of this definition;

but only when providing Professional Services in the foregoing capacities.

“Insurer” means the Cholamandalam MS General Insurance Co Ltd.

“Limit of Liability” means the amount specified as such in the Schedule

“Loss” means Damages and Defence Costs. “Loss” shall not mean and this policy shall not cover any

- a. taxes;
- b. non-compensatory damages, including punitive, multiple, exemplary or liquidated damages;
- c. fines or penalties;
- d. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- e. compensation, benefits or overhead of, or charges or expenses by any Insured; or
- f. any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought.

“Policy Period” means the period of time specified in the Schedule unless the policy is cancelled in which event the Policy Period will end on the effective date of the cancellation.

“Policyholder” means the entity or natural person specified as such in the Schedule.

“Pollutants” means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. “Waste” includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

“Premium” means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.

“Professional Services” means the professional services of the Policyholder as specified in the Schedule.

“Property Damage” means damage to or loss of or destruction of tangible property or loss of use thereof.

“Retention” means the amount specified as such in the Schedule.

“Retroactive Date” means the date of grant of licence/certificate of registration issued by the Insurance Regulatory and Development Authority of India and which is specified as such in the Schedule. “Third Party” means any entity or natural person; provided, however, Third Party does not mean:

- a. any **Insured**; or
- b. any other entity or natural person having a financial interest or executive role in the operation of the **Policyholder**.

Suit means a civil proceeding in which damages because of professional negligence to which this insurance applies are alleged. Suit includes:

- a. An arbitration proceeding in which such damages claimed and to which the Insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

“Trade Secret” means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

“Wrongful Act” means any **Breach of Duty, Infringement, libel, slander, or Fraud/Dishonesty.**

SECTION IV- EXCLUSIONS

This policy shall not cover Loss in connection with any Claim:

Antitrust arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition;

Bodily Injury/ Property Damage arising out of, based upon or attributable to Bodily Injury or Property Damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing Professional Services;

Contractual Liability/Performance Guarantees arising out of, based upon or attributable to any:

contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the professional services provided;

(i) guarantee or warranty; or

(ii) delay in performing, failing to perform or failing to complete any Professional Services, unless such delay or failure arises from a Breach of Duty by an Insured;

Costs Assessment arising out of, based upon or attributable to any failure by any Insured or other party acting for the Insured to make an accurate pre-assessment of the cost of performing Professional Services;

Employment/ Discrimination arising out of, based upon or attributable to any: (i) actual or alleged employment related: practices, harassment or discrimination; or (ii) intentional or systemic harassment or discrimination;

Insolvency arising out of, based upon or attributable to the insolvency, administration or receivership of the Insured;

Infrastructure failure arising out of, based upon or attributable to:

- a. mechanical failure;
- b. electrical failure, including any electrical power interruption, surge, brown out or black out; or
- c. telecommunications or satellite systems failure;

Joint Ventures arising out of, based upon or attributable to work carried out by the Insured for and in the name of any association or joint venture of which an Insured forms part;

Misdeeds arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an Insured admits, to be a criminal, dishonest or fraudulent act; and in such event, the Insurer shall be reimbursed for all Loss paid in connection with such Claim; provided, however, that this exclusion shall not apply to the Fraud/Dishonesty Cover.

Patent/Trade Secret arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or Trade Secrets;

Pollution arising out of, based upon or attributable to: (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants, or (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or (b) respond to or assess the effects of Pollutants;

Prior Claims/Circumstance

- a. made prior to or pending at the inception of this policy; or
- b. arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may reasonably have been expected by any Insured to give rise to a Claim;

Professional Services of FSEs arising directly or indirectly from insured providing or failing to provide investment, financial advice or arrangement in relation to investments, loans or mortgages of any kind

Trade Debts arising out of, based upon or attributable to any:

- a. trading debt incurred by an Insured or
- b. guarantee given by an Insured for a debt;

U.S.A./Canada claims made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions;

War/Terrorism arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

SECTION V- CLAIMS

Notification of Claims: 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 first made against the Insured as soon as practicable, during the Policy Period and in any event within 30 days of any Claim made against any Insured or any circumstances occurring during the Policy Period which might reasonably be expected to give rise to a Claim. All notifications must be in writing or by facsimile, and addressed as required in the Claims Notice Item on the Schedule.

Related Claims: If notice of a Claim against an Insured is given to the Insurer pursuant to the terms and conditions of this policy, then: (i) any subsequent Claim alleging, arising out of, based upon or attributable to the facts alleged in that previously noticed Claim; and (ii) any subsequent Claim alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged in that previously noticed Claim, shall be considered made against the Insured and reported to the Insurer at the time notice was first given. Any Claim or Claims arising out of, based upon or attributable to (i) the same cause, or (ii) a single Wrongful Act, or (iii) a series of continuous, repeated or related Wrongful Acts, shall be considered a single Claim for the purposes of this policy.

Circumstances: During the Policy Period, an Insured may become aware of circumstances which may reasonably be expected to give rise to a Claim. In such event, an Insured may report the circumstances in writing to the Insurer. If in doing so, the Insured provides: (i) the reasons for anticipating the Claim, and (ii) full particulars as to dates, acts and persons involved; then any Claim which is subsequently made against an Insured and reported in writing to the Insurer alleging, arising out of, based upon or attributable to such circumstances, or alleging any Wrongful Act which is the same as or related to any Wrongful Act alleged or described in the previously notified circumstances, shall be considered first made against the Insured and reported to the Insurer at the time the facts or circumstances were first reported, if accepted by the Insurer.

Defence/Settlement: The Insurer does not assume any duty to defend, and the Insured shall defend and contest any Claim made against them unless the Insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any Claim. If the Insurer does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer. The Insurer has the right at any time after notification of a Claim to make a payment to the Insured of the unpaid balance of the Limit of Liability, and upon making such payment, all obligations of the Insurer to the Insured under this policy, including, if any, those relating to defence, shall cease.

Insurer's consent: As a condition precedent to cover under this policy, no Insured shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any Defence Costs without the prior written consent of the Insurer. Only those settlements, judgments and Defence Costs consented to by the Insurer, and judgments resulting from Claims defended in accordance with this policy, shall be recoverable as Loss under this policy. The Insurer's consent shall not be unreasonably withheld, provided that the Insurer shall be entitled to exercise all of its rights under the policy.

Insured's consent: 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 Claim, plus Defence Costs incurred as of the date such settlement was proposed in writing by the Insurer, less coinsurance (if any) and the applicable Retention.

Co-operation: The Insured will at their own cost: (i) render all reasonable assistance to the Insurer and co-operate in the defence of any Claim and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any Loss under this policy; (iii) give such information and assistance to the Insurer as the Insurer may reasonably require to enable it to investigate any Loss or determine the Insurer's liability under this policy.

Allocation: In the event that any Claim involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each Insured and the Insurer taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

Fraudulent claims: If any Insured shall give any notice or claim cover 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 policy, and the Insurer shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for Loss under the policy shall be forfeited and all Premium deemed fully earned and non-refundable.

SECTION VI- PURCHASE AND ADMINISTRATION

Policy Purchase: In granting cover to the 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. If the Insurer becomes entitled to avoid this policy from inception or from the time of any variation in cover, the Insurer may at its discretion maintain this policy in full force but exclude the consequences of and any Claim relating to any matter which ought to have been disclosed before inception or any variation in cover.

Administration: The Policyholder has acted and shall act on behalf of each and every Insured with respect to: (1) negotiating terms and conditions of, binding and amending cover; (2) exercising rights of Insureds; (3) notices; (4) Premiums; (5) endorsements; (6) dispute resolution; and (7) payments to any Insured.

SECTION VII- LIMIT AND RETENTION

Limit Of Liability: The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub-limits of Liability, Extensions and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The **Limit of Liability** for the period provided in the Extended Reporting Period Extension is part of, and not in addition to, the **Limit of Liability** for the **Policy Period**. The inclusion of more than one Insured under this policy does not operate to increase the total amount payable by the **Insurer** under this policy. The Lost Documents Extension Sublimit of Liability shall be part of and not in addition to the **Limit of Liability**

Retention: The **Insurer** shall only pay for the amount of any **Loss** which is in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Retention** is to be borne by the **Insured** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from all **Claims** alleging the same **Wrongful Act**. **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Insureds** forthwith.

Other Insurance/Indemnification: Unless otherwise required by law, Cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon an insurer a duty to defend a **Claim**, **Defence Costs** arising out of such **Claim** shall not be covered under this policy.

UIN No.

SECTION VIII- GENERAL PROVISIONS

Assignment:

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the Insurer

Cancellation

The Insurer may cancel this policy, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Policyholder, by giving 30 days written notice of such cancellation to the last known address of the Insured and in such event the insurer will return a pro-rata portion of the premium for the unexpired policy period

This policy may also be cancelled by the Insured by giving 30 days written notice to the insurer in which event the Insurer will retain premium at the customary short period scale, provided that there has been no Claim under the policy during the policy period in which case no refund of premium shall be allowed.

Short Period Scale

<u>Period</u>	<u>Rate</u>
Up to 1 week	10% of the Annual rate
Greater than 1 week and Up to 1 Month	25% of the Annual rate
Greater than 1 month and Up to 2 Months	35% of the Annual rate
Greater than 2 months and Up to 3 Months	50% of the Annual rate
Greater than 3 months and Up to 4 Months	60% of the Annual rate
Greater than 4 months and Up to 6 Months	75% of the Annual rate
Greater than 6 months and Up to 8 Months	85% of the Annual rate
Exceeding 8 Months	Full Annual Premium

PROFESSIONAL INDEMNITY (BROKERS/CORPORATE AGENT/WEB AGGREGATORS/IMF) POLICY

UIN No.

Territory & Jurisdiction:

This policy applies to professional negligence occurring anywhere in the Indian territory subject to the terms, conditions and exclusions of the policy and provided that the **Claim** is brought in any jurisdiction where legally permissible and subject to USA/Canada exclusion and thereafter actual or attempted enforcement against the Insured within India of a judgment or award or any other order obtained outside of India is made whether or not such judgment or award or any other order is subsequently deemed enforceable by a Court within India.

Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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.

Plurals, Headings and Titles.

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them

Scope and Governing Law

Where legally permissible and subject to USA/Canada exclusion, this policy shall apply to any **Claim** made against any **Insured** anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with laws of India and in accordance with the English text as it appears in the policy

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

Representations

By accepting this policy, Insured agrees:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations Insured made to us; and
- c. We have issued this policy in reliance upon Insured's representations.

Subrogation

If any payment is to be made under this policy in respect of a Claim, the Insurer shall be subrogated to all rights of recovery of the Insured whether or not payment has in fact been made and whether or not the Insured has been fully compensated for its actual loss. The Insurer shall be entitled to pursue and enforce such rights in the name of the Insured, who shall provide the Insurer with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any amount recovered in excess of the Insurer's total payment shall be restored to the Insured less the cost to the Insurer of such recovery. The Insurer agrees not to exercise any such rights of recovery against any Employee unless the Claim is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the Employee. In its sole discretion, the Insurer may, in writing, waive any of its rights set forth in this Subrogation Clause.

Validity

This policy is not binding upon the Insurer unless it is countersigned on the Schedule by an authorised representative of the Insurer

INFORMATION TECHNOLOGY HAZARDS CLARIFICATION CLAUSE ENDORSEMENT [NMA2912]

Property damage covered under this Agreement shall mean physical damage to the Substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption, losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

b) Loss or damage resulting from impairment in the function, availability, range of use of accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE ENDORSEMENT [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

PROFESSIONAL INDEMNITY (BROKERS/CORPORATE AGENT/WEB AGGREGATORS/IMF) POLICY
UIN No.

GRIEVANCE REDRESSAL

In the event of the Insured 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 Policy
- (c) Any dispute on the legal construction of Policy 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, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

If the company shall disclaim liability to the Insured 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. 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 Policy.

The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.

No interest shall be payable by the Company in respect of any claim under this Insurance on any account whatsoever

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
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/>

2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an 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.

3. 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>

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

For Complaints

If You have not received any reply from us within 15 days from the date of the lodging of complaint or if You are not satisfied with the reply of the Company, you can contact the IRDA Grievance Call Centre at the toll free no. 155255 or 1800- 4254-732 or email at complaints@irda.gov.in or make use of Integrated Grievance management system by registering and monitoring of Your claim at igms.irda.gov.in or send a letter to IRDAI, Consumer Affairs Department- Grievance Redressal Cell, Sy.no.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad-500032

For resolution of Your grievances pertaining to Insurance claim that has been rejected

- or Dispute of a claim on legal construction of the policy
- or Delay in settlement of claim
- or Dispute with regard to premium
- or Non-receipt of your insurance document

You can registering the grievance or the nearest Insurance Ombudsman, whose addresses are mentioned below:

