

Information and Network Technology Errors or Omissions Liability Insurance - Prospectus

INTRODUCTION

Errors and omissions insurance is business liability insurance for business professionals. It covers error or omission, a mistake, which causes financial harm to another in a profession. This type of insurance helps to protect a professional, an individual or a company, from bearing the damages and claim expenses relating to an error or omission in providing covered Professional Services.

COVERAGE'S

1. **Professional and Technology Based Services:** Pays for damages and claims expenses in excess of the deductible, which the Insured shall be legally obligated to pay, arising out of any negligent act, error or omission, or any unintentional breach of contract, in rendering or failure to render Professional Services or Technology Based Services, by the Insured or by any person, for whose negligent act, error or omission or unintentional breach of contract the Insured Organization is legally responsible.
2. **Technology Products:** Pays for damages and claims Expenses, in excess of the deductible, which the Insured shall be legally obligated to pay, arising out of any negligent act, error or omission, or any unintentional breach of contract, by the Insured that results in the failure of Technology Products to perform the function or serve the purpose intended.
3. **Computer Network Security:** Pays for damages and claims Expenses, in excess of the Deductible, which the Insured shall be legally obligated to pay, arising out of any act, error or omission, in the course of providing or managing Computer Systems security by the Insured or by any person, for whose act, error or omission the Insured Organization is legally responsible that results in:
 1. the inability of a third party, who is authorized to do so, to gain access to Computer Systems or your Technology Based Services;
 2. the failure to prevent Unauthorized Access to Computer Systems that results in:
 - (a) The destruction, deletion or corruption of electronic data on Computer Systems;
 - (b) Theft of Data from Computer Systems; or
 - (c) Denial of service attacks against Internet sites or computers; or
 3. the failure to prevent transmission of Malicious Code from Computer Systems to third party computers and systems.
4. **Multimedia and Advertising:** Pays for damages and claims expenses, in excess of the Deductible, which the Insured shall be legally obligated to pay because of liability imposed by law or Assumed Under Contract, arising out of one or more acts as specified in the Policy, in the course of the Insured Organization's performance of Professional Services, Media Activities or Technology Based Services:

MAJOR EXCLUSIONS

Claims arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission committed by an Insured, arising out of or resulting from any act, error or omission committed prior to the inception date of this Insurance, acts, errors or omissions committed prior to the Retroactive Date, Bodily Injury or Property Damage, contractual liability or obligation, breach of any express warranty, guarantee, delay in delivery or performance, incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates, the failure of goods, products, or services to conform to quality, gambling, contest, lottery, claim arising out of obligation to make licensing fee or royalty payments, costs of reprinting, recall, removal or disposal of any Media Material, withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of Technology Products, the failure of Computer Systems to be protected by security practices, failure to install available software

product updates and releases, failure or malfunction of electrical or telecommunications infrastructure, alleged antitrust violation, restraint of trade, unfair competition, infringement of patent or patent rights or misuse of patent, of copyright or misappropriation of trade secret.

CANCELLATION

The Insured can cancel the policy at any time during the policy 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 subject to no claim(s) made during the policy period.

CLAIMS INTIMATION

- A. As a condition precedent to our obligations under this insurance, there must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.
- B. You must see to it that we and any other insurers are notified as soon as practicable of any wrongful act that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
 - a. how, when and where the wrongful act happened;
 - b. the names and addresses of any injured persons and organisations and any witnesses; and
- C. the nature of any injury arising out of the wrongful act. Notice of a wrongful act is not notice of a claim. C. If a claim is made or suit is brought against any insured, you must:
 - a. immediately record the specifics of the claim or suit and the date received;
 - b. notify us and other insurers as soon as practicable; and
 - c. see to it that we receive written notice of the claim or suit as soon as practicable.
- D. You and any other involved insured must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - b. authorise us to obtain records and other information;
 - c. co-operate with us and other insurers in the: a. investigation or settlement of the claim; or b. defence against the suit;
 - d. allow us all reasonable access to your premises, records and other information; and
 - e. assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the insured because of loss to which this insurance may also apply.
- E. No insured may make any admission in respect of, nor offer to settle, any claim or suit without our prior written consent.
- F. No insured will, except at that insured's own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- G. In the event of loss of an insured event the insurance company must be informed immediately. Our contact details are as follows:

Toll Free Helpline: 022-6234 6234

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the **Information And Network Technology Errors Or Omissions Liability Insurance** document. You must read the policy document to know the insurance cover fully. You can get a copy of the **Information And Network Technology Errors Or Omissions Liability Insurance** from Our branch or from Our website: www.hdfcergo.com. For any legal interpretation, policy document will hold.

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GRIEVANCE REDRESSAL PROCEDURE

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Our Grievance Redressal Officer.

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- **Call Centre** - 120 6234 6234 / 022-6234 6234
- **Emails** – grievance@hdfcergo.com
- **Contact Details for Senior Citizens:** 022 6242 6226
- **Email ID:** seniorcitizen@hdfcergo.com
- Designated Grievance Officer in each branch.
- **Company Website** – www.hdfcergo.com
- **Courier** - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com - <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office- 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Website – www.hdfcergo.com

Contact number – 022 - 62346234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION