## **HDFC ERGO General Insurance Company Limited**





## FinTech Insurance Policy

This document provides only key information about your policy. Please refer to the policy document for detailed terms and conditions.

Title	Description (Please refer to applicable Policy Clause Number in next column)	
Product Name	FinTech Insurance Policy	NA
Unique Identification Number (UIN) allotted by IRDAI	IRDAN125CP0006V01202122	NA
Structure	State basis of Sum / Limit Insured Indemnity Basis	NA
Interests Insured	Financial technology companies including but not limited to Payment processing platforms, Virtual Banks, Online trading platforms, Personal finance management, Lending platforms, Aggregators & Stock broking platforms.	NA
Sum Insured	< <as per="" policy="" schedule=""></as>	Policy schedule
Policy Coverage	This policy is designed to protect, the Insured, against certain Liability and Loss that he may become exposed to during the course of his business activities. It covers certain Losses that he may suffer and Claims that may be made against him by his clients, customers or other third parties.	Insuring Clauses
	The policy covers following risks:	
	1. Professional Liability	
	It pays Liability and Costs and Expenses on behalf of the Insured in respect of any Claim in connection with the Insured's Business, other than from a Theft of Money & Financial Instruments, Network Security Incident or Telephone Phreaking against the Insured in respect of any actual or alleged	
	<ul> <li>(a) negligence or breach of professional duty;</li> <li>(b) negligent misstatement or negligent misrepresentation;</li> <li>(c) breach of a duty of care or confidentiality or of any rights to privacy</li> <li>(d) Data &amp; Document Loss Incident;</li> <li>(e) infringement of Intellectual Property Rights;</li> <li>(f) libel or slander;</li> <li>(g) dishonesty of Employees;</li> <li>(h) negligent acts or omissions of Service Providers resulting in any of (a) to (f) above; or</li> </ul>	
	Product Name Unique Identification Number (UIN) allotted by IRDAI Structure Interests Insured Sum Insured	Product Name   FinTech Insurance Policy

SI. No.	Title			otion refer to applicable Policy Clause Number in next column)	Policy Clause Number
		2. Directors & Officers –			
			Insurer's agree to pay for -		
			a)	Insured Persons' Liability - Liability and Costs and Expenses on behalf of any Insured Person arising from any Claim for a Wrongful Act	
			b)	Extradition - Extradition Costs on behalf of any Insured Person;	
			c)	Prospectus Liability - Liability and Costs and Expenses on behalf of any Insured Person arising from any Claim for an Offering Wrongful Act	
			d)	Outside Position Liability - Liability and Costs and Expenses on behalf of any Insured Person whilst serving in an Outside Position and arising from any Claim for a Wrongful Act	
			e)	Company Reimbursement - on behalf of the Insured to the extent that the Insured has indemnified any Insured Person for any Liability and Costs and Expenses covered under insuring clauses	
			f)	Company Derivative Action Costs - Derivative Action Costs on behalf of the Insured	
		3.	The	eft –	
			The	e Insurers agree to:	
			a)	Internal Theft - indemnify the Insured for Loss directly caused by any Theft of Money & Financial Instruments (including via electronic means) committed by an Employee, with or without collusion with a third party, first discovered	
			b)	External Theft - indemnify the Insured for Loss directly caused by any Theft of Money & Financial Instruments (including via electronic means) committed by a third party, first discovered	
			c)	System and Data Rectification Costs - reimburse the Insured for System and Data Rectification Costs which arise from a Loss covered under insuring clauses	
			d)	Extortion - pay on behalf of the Insured the costs required to deal with, contain, mitigate and/or pay a ransom demand by a third party who first commenced Extortion against the Insured and is insurable by law	
		4.	4. Cyber Liability and Loss -		
			a)	Liability from a Network Security Incident - Liability and Costs and Expenses arising from a Network Security Incident	
			b)	System and Data Rectification Costs - System and Data Rectification Costs as a result of a Network Security Incident	
			c)	Business Interruption - Business Interruption which arises directly from a Network Security Incident	

SI. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		d) Telephone Phreaking - Loss which arises from Telephone Phreaking	
		The policy also extends to cover:  1. Acquisitions and Formations of Companies  2. Continuous Cover  3. Court Attendance Compensation  4. Crisis Management Costs  5. Employee Indemnification  6. Mitigation  7. Public Relations Services  8. Regulatory Investigations	
7	Add-on Cover	< <as per="" policy="" schedule="">&gt;</as>	Policy schedule
8	Loss Participation	< <as per="" policy="" schedule="">&gt;</as>	Policy schedule
9	Exclusions	This policy will not pay for any loss arising out of, or in any way connected with:	General Exclusions
		<ul> <li>Asbestos</li> <li>Betterment</li> <li>Bodily Injury</li> <li>Consortia and Joint Ventures</li> <li>Contractual Liability</li> <li>Contractual Service Credits or Penalty Clauses</li> <li>Dishonest, Fraudulent, Criminal or Malicious Acts or Omissions</li> <li>Electro-magnetic</li> <li>Employers' Liability and Employment Practices Liability</li> <li>Financial Interest</li> <li>Fines, Penalties and Non-Compensatory Damages</li> <li>Fraud directly against Customers</li> <li>Infrastructure Failures</li> <li>Insolvency/Bankruptcy</li> <li>Insufficient IT Infrastructure Capacity</li> <li>Jurisdictional Limits</li> <li>Known Circumstances and IT Vulnerabilities</li> <li>Market Fluctuations</li> <li>Patents and Trade Secrets</li> <li>Plastic Cards</li> <li>Pollution</li> <li>Property Damage</li> <li>Radioactive Contamination or Explosive Nuclear Assemblies</li> <li>Retroactive Date</li> <li>Subsidiaries</li> <li>Taxation, Competition, Restraint of Trade and Anti-Trust</li> <li>Uninsured Clauses</li> <li>Upstream Disputes</li> <li>USA</li> <li>Virtual Currencies</li> <li>War and Terrorism</li> </ul>	

SI. No.	Title	Description (Please refer to applicable Policy Clause Number i	Policy Clause Number	
10.	Special Conditions and Warranties (if any)	< <as per="" policy="" schedule="">&gt;</as>	Policy schedule	
11.	Admissibility of Claim	<ul> <li>Mention the broad principle of admissibility / denial of claims [Example: Reporting of loss occurrence; Duty of care &amp; loss minimization; Exclusion of Willful Negligence]</li> <li>Intimation of a claim or any circumstances which may give rise to any claim should be reported immediately.</li> <li>No admission, offer, promise or payment of liability without Insurer consent.</li> <li>Provide documents in support of your claims</li> <li>Provide all such information and assistance to company which is required.</li> <li>Company has right to defend the claim against Insured.</li> <li>Include a sample claim calculation process for retail products</li> <li>Claim shall be paid as per following calculation:-</li> </ul>		NA
		Head	Example	
		liability as covered under the policy (a)	100000	
		Defense cost (b) (wherever applicable)	20000	
		total loss amount (c = a+b)	120000	
		Deductible (d) 10000		
		Net Payable amount (c-d)	110000	
12	Policy Servicing - Claim Intimation and Processing	<ul> <li>Contact us- 022 6158 2020/ 022 6234 6234</li> <li>Website - www.hdfcergo.com         Email- care@hdfcergo.com</li> <li>Details of designated company officials to be contacted in time of claim Liability Claims Manager – email ID - care@hdfcergo.com</li> <li>Turn Around Time (TAT) for claims settlement</li> <li>Registration of claim – T +1 days</li> <li>List of requirement – 7 days from registration</li> <li>Claim settlement / Denial = T+30 days (T = date of receipt of last documents)</li> <li>Escalation Matrix when TAT is not satisfied Email to – liabilityclaims@hdfcergo.com</li> </ul>		NA
13.	Grievance Redressal and Policyholders Protection	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:  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:		Grievance Redressal Procedure

SI. No.	Title	Description (Please refer to applicable Policy Clause Number in next column)	Policy Clause Number
		Contact us- 022 6158 2020/ 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 The Company Ltd. 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 The 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 <a href="https://www.hdfcergo.com/tustomer-voice/grievances">www.hdfcergo.com/tustomer-voice/grievances</a> for detailed grievance redressal procedure.	