

# Fraudulent Charges Cover

## PERSONAL EXTENDED PROTECTION POLICY

Whereas the Insured by a proposal and declaration which shall form the basis of this contract, has applied to Tata-AIG General Insurance Company Ltd. (hereinafter called the Company) and having paid the full Premium mentioned in the schedule as consideration for the insurance, The Company Agrees, (Subject to the Terms, Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) to pay the Insured, if the insured shall sustain loss, damage or liability during the period of insurance stated herein, the amount of benefits specified herein or liability incurred but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

### POLICY DEFINITIONS

This section is applicable to all coverage sections of the policy.

- A. You and Your means:
  - 1. The "named insured" shown in the Declaration page; and
  - 2. The legally married spouse or dependent children under age 21 (twenty-one), living with you in your home.
- B. We, Us, and Our means the Tata AIG General Insurance Company Ltd.
- C. Relative means your legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.
- D. Policy period means the period of time you are covered by this insurance from the effective date to the expiration date.
- E. Money means currency, coins and bank notes in current use and having a face value.
- F. Payment card means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.
- G. SIM card means the Subscriber Identity Module (SIM) card that is delivered together with a subscription contract or pay-as-you-go contract used for the operating of mobile phones.
- H. ATM means automatic teller machine.
- I. Lost or Stolen means having been inadvertently lost or having been stolen by a third party without your assistance, consent or co-operation.
- J. Cheque(s) means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
- K. Residence means the place that is shown as the "insured mailing address" on the Policy Schedule.
- L. Business means:
  - 1. A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - 2. Any other activity engaged in for money or other compensation.

### Fraudulent charge

#### I. What We Cover

If your payment card / sim card as specified in the schedule is lost or stolen, we will reimburse the unauthorized charges that you are responsible for on your lost or stolen payment card / sim card, up to ..... days / hours prior to your first reporting the event to your payment card issuer(s) / mobile telephone service provider and ..... days post reporting of the event to your payment card issuer / mobile telephone service provider.

#### II. Coverage Exclusions

We will not pay for any expenses or loss for:

1. Charges made on your lost or stolen payment card / sim card more than .....days / hours prior to your first reporting the event to your payment card issuer(s) / mobile telephone service provider and ..... days post reporting of the event to your payment card issuer / mobile telephone service provider;
2. Charges made on your payment card / sim card if your payment card / sim card has not been lost or stolen;
3. Cash advances made with your lost or stolen payment card;
4. Charges incurred by a resident of your household, or by a person entrusted with your payment card / sim card.
5. Any liability arising out of lost or stolen sim card except as provided under "What We Cover"

#### III. Coverage Condition

1. We will only pay for unauthorized charges for which you are responsible under the terms and conditions of your payment card / sim card.
2. You must report the loss or theft of your payment card / sim card to the issuer(s) within 3 hours after discovering your lost or stolen payment card / sim card event.
3. You must comply with all terms and conditions by which your payment card /sim card is issued.

#### IV. Duties After An Accident or Loss

In the event of a covered loss:

1. You shall call us at 1800119966 or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on your lost or stolen payment card / sim card;
2. You shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents we may ask you to provide;
3. The claims form and accompanying documents must be returned to us within 3 days of making the original claim.

#### Fraudulent Charge (card not lost)

It is hereby declared and agreed that if your payment card is still in your possession and unauthorized charges are made on your bank account and/or credit account, through: (i) instore, (ii) telephone, (iii) ATM withdrawals, and/or (iv) online purchase(s), using your payment card information, we will reimburse you for the unauthorized charges, for which you are responsible, which are incurred up to 7 days prior to your first reporting of the event to your payment card issuer(s) and 7 days post reporting of the event to your payment card issuer(s).

Our liability shall be limited up to the per occurrence and per policy period limits stated on the policy schedule:

#### Coverage Exclusions:

1. Costs other than those listed above.
2. Additional losses that occur due to your failure to comply with provisions under "Duties after a Loss".
3. Unauthorized ATM withdrawals that were made more than 7 days prior to your first reporting of the event to your payment card issuer(s), bank account issuer(s) and/or credits account issuer(s) and 7 days post reporting of the event to your payment card issuer(s), bank account issuer(s) and/or credits account issuer(s);
4. Unauthorized charges made on your payment card if your payment card has not been lost or the object of theft more than 7 days prior to your first reporting the event to your payment card issuer(s) and 7 days post reporting of the event to your payment card issuer(s);
5. Charges incurred by a resident of your household, or by a person entrusted with your payment card;
6. Losses that do not occur during the policy period;
7. Losses that result from, or are related to, business pursuits including your work or profession;
8. Losses caused by your, or your relatives', illegal act
9. Losses that you have intentionally caused;
10. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned;
11. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
12. Losses due to the order of any government, public authority, or customs' official.

#### Coverage Conditions:t

1. We will only pay for unauthorized charges for which you are responsible under the terms and conditions of your payment card(s).
2. You must comply with all terms and conditions by which your payment card(s) is/are issued.
3. You must submit evidence to us that unauthorized charges were made from your bank account or credit account.

#### Duties after a Loss:

In the event of a covered loss, you shall:

- Contact us at 1800 266 7780 within 24 hours of your discovery of a loss, to obtain a claim form and instructions on what to do after a loss;
- File a police report within 24 hours of discovering unauthorized charges or ATM withdrawals;
- To the extent your payment card was not lost or the object of theft, report the unauthorized charges, or ATM withdrawal(s), to the payment card issuer(s), bank account issuer(s) or credit account issuer(s), and to us, within 24 hours of your discovery of a loss;
- Complete, sign and return the claim form to us with all the following documents, within 3 days of making the original claim:
  - documentation from the payment card issuer(s) verifying the unauthorized charges for which you are held responsible;
  - an official police report regarding the loss; and
  - all other relevant documents we may ask you to provide; and
  - Cooperate with us in investigating, evaluating and settling a claim.

Rest all terms, conditions and exclusions of the policy remains unaltered.

#### Coverage Definitions

1. Identity Theft means the unauthorized and/or illegal use of your personal information such as your name to open credit accounts and/or bank accounts that you did not authorize.
2. Credit Accounts means any credit arrangements from a qualified financial institution for personal use, such as credit card account, car/home loan account.
3. Suit means a civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which you are charged with illegal acts committed by someone else while engaged in the theft of your identity
4. Robbery means the unlawful taking of money or other property from your care and custody by one who has caused or threatened you with bodily harm and has committed an illegal or violent act.
5. Bodily injury means bodily harm, sickness or disease, including required care, loss of services and death that result.
6. Replacement cost means the amount it would cost to replace an item of similar specifications at current prices.
7. Personal Papers means identification documents issued by your country, state including but not limited to your driver's license and passport.
8. Transportation tickets means the tickets purchased for bus, subway or other type of public or private transportation.
9. Unauthorised charges means those charges which are incurred on the payment card / sim card after the physical loss of the payment card / sim card and without the knowledge or consent of the payment card / sim card holder as per provisions, terms and conditions of payment card issuer / mobile service provider."

### POLICY EXCLUSIONS

This section is applicable to all coverage sections of the policy.

We will not cover the following:

- A. Losses that do not occur within the policy period;
- B. Losses that result from or related to business pursuits including your work or profession;
- c. Losses caused by illegal acts;
- D. Losses that you have intentionally caused;
- E. Losses that result from the direct actions of a relative, or actions that a relative knew of or planned.
- F. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- G. Losses due to the order of any government, public authority, or customers' officials.
- H. Losses due to ionising radiations contamination by radioactivity from any nuclear waste from the combustion (including any self sustaining process of nuclear fission)of nuclear fuel.
- I. Losses due to the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- J. Losses due to nuclear weapons material.
- K. Terrorism Exclusion Warrantly Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.