

IDENTITY THEFT 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.

Identity theft

I. What We Cover

We will pay for your expenses resulting from your efforts to resolve your identity theft, and expenses can be submitted up to 12 months after you make a claim. The following expenses are covered:

1. Legal Expenses - We will reimburse you for attorney and court fees incurred by you for:
 - a. Defending any suit brought against you by a creditor or collection agency or someone acting on their behalf as a result of the identity theft;
 - b. Removing any civil or criminal judgment wrongfully entered against you as a result of the identity theft;
 - c. Challenging the accuracy or completeness of any information in your consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of identity theft.
2. Lost Wages - We will reimburse you for time taken from work solely as a result of your efforts to correct your financial records that have been altered due to identity theft. Payment of lost wages includes compensation for whole or partial unpaid workdays. You must take these unpaid days within 12 months of making a claim.
3. Obligation to pay - If any credit accounts and or bank accounts were opened in your name without your authorization, we will pay for your actual loss from the unauthorized account. We will pay for your legal obligation to pay a creditor when the account was created as part of your identity theft.
4. Miscellaneous Expenses - We will reimburse the following expenses:
 - a. The cost of re-filing applications for credit accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of identity theft;
 - b. The cost of notarizing documents related to your identity theft, long distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report an identity theft or to correct your financial and credit records that have been altered as a result of your identity theft;
 - c. The cost of contesting the accuracy or completeness of any information contained in your credit history as a result of your identity theft;
 - d. The cost of a maximum of 4 (four) credit reports from an entity approved by us. The credit reports shall be requested when you make a claim.

II. Coverage Exclusions

We will not pay for any expenses or loss as a result of:

1. Monetary losses other than those provided under "What We Cover".
2. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
3. Requesting credit reports before the discovery of your identity theft;
4. Taking time from self-employment or workdays that will be paid by your employer in order to correct your financial records that have been altered due to identity theft.

III. Coverage Condition

1. The fraudulent account must have been opened in your name without your authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by your financial institution.
3. Coverage for false charges is limited to the amount you are held liable for by the financial institution.
4. We will be permitted to inspect your financial records.
5. You will cooperate with us and help us to enforce any legal rights you or we may have in relation to your identity theft; this may include your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You will only have to pay one deductible per identity theft occurrence during the policy period.

IV. Duties After An Accident or Loss

In the event of a covered loss you shall:

1. Call us at 1800119966 or provide written intimation to make a claim within 15 days of discovering the identity theft to obtain proper forms and instructions;
2. File a police report within 24 hours of discovering the identity theft;
3. Notify your bank(s) or credit account issuer(s) of the identity theft within 6 hours of discovering the identity theft;
4. Complete and return any claims forms including an authorization for us to obtain records and other information such as credit reports (if applicable) within 3 days of making the claim;
5. Provide proof that it was necessary to take time away from your work if you make a claim for lost wages. We will ask you to submit proof from your employer that you took unpaid days off, and you must have this information notarized;
6. Send us copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
7. Take all reasonable and prudent action to prevent further damage to your identity.

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 the insured, or actions that you have intentionally 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 fuel or 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 Warranty 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.