

Credit Card Insurance Policy

UIN: IRDAN123CP0037V01201819

The Insured having made to the Insurers hereon a written Proposal Form and declaration bearing the date specified in the schedule, which it is agreed shall form the basis of this Insurance, and in consideration of the payment of the premium specified in the Schedule, now we the insurers agree to indemnify the Insured against all such losses as described hereunder which the Insured shall have sustained subsequent to the Retroactive Date but which are discovered during the Policy Period.

INSURING AGREEMENT

1. COUNTERFEIT PLASTIC CARD COVERAGE

Debits established against the Insured resulting only from the use of counterfeit Plastic Cards purporting to have been issued by the Insured and the subsequent use of such Plastic Cards by any unauthorised person;

- (a) in obtaining currency, coin, bank notes, travellers cheques, money orders, drafts or any similar written promise, order or direction to pay a sum certain in money from the Insured or its premises or from any financial institution acting upon authorisation received from the Insured, or
- (b) in the purchase or lease of goods or services.

2. LOST OR STOLEN PLASTIC CARD COVERAGE

Debits established against the Insured resulting only from the use of any lost or stolen Plastic Cards or, the contents thereof issued by the Insured and the subsequent use of such Plastic Cards or the contents thereof by any unauthorised person;

- (a) in obtaining currency, coin, bank notes, travellers cheques, money orders, drafts, or any similar written promise, order or direction to pay a sum certain in money from the Insured or its premises or from any financial institution acting upon authorisation received from the Insured, or
- (b) in the purchase or lease of goods or services.

3. EMPLOYEE DISHONESTY COVERAGE

Loss of money, securities, and other properties which the Insured shall sustain resulting directly from one or more fraudulent or dishonest acts committed by an Employee, acting alone or in collusion with others in respect of Plastic Card operations only.

Dishonest or fraudulent acts as used in this Insuring Agreement shall mean only dishonest or fraudulent acts committed by such Employee with the manifest intent;

- (a) to cause the Insured to sustain such loss; and
- (b) to obtain financial benefit for the Employee, or for any other person or organization intended by the Employee to receive such benefit, other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment.

4. MERCHANT FRAUD COVERAGE

Loss which the Insured shall sustain through forgery or alteration of, or in any written instrument required in conjunction with any Plastic Card issued by the Insured to any person anywhere within the Geographical Limits stated in the Schedule.

5. COURT COSTS AND LEGAL EXPENSES COVERAGE

Reasonable legal fees, court costs and legal expenses incurred and paid by the Insured in defending any suit or legal proceeding brought against the Insured to enforce the liability of the Insured which is finally established against the Insured, whether by judgement on the merits or by settlement agreed to by the Insured and the Insurers, provided that such liability constitutes a valid and collectible loss sustained by the Insured under the Policy in excess of the Deductible.

However, as a condition precedent to any indemnity provided by the Insuring Agreement any such suit or legal proceeding shall have resulted from the refusal of the Insured to pay such loss and that Insurers shall have given their written consent, such consent not to be unreasonably withheld, to the defense of such suit or legal proceeding and that the Insured shall have fully complied with the provisions, conditions, and other terms under which any Plastic Card, as aforesaid, shall have been issued.

It shall be the duty of the Insured and not the duty of the Insurers to defend any suit or legal proceeding against the Insured, irrespective of whether any coverage is or may be afforded under this Policy. Notwithstanding the foregoing, Insurers shall have the right but not the duty, to associate, at their own expense, with the Insured, in the investigation, defense, and settlement of any suit or legal proceeding to which this Insuring Agreement may apply.

There shall be no duty on the part of the Insurer to reimburse the Insured for any such legal fees, court costs, and legal expenses prior to the final disposition of any such suit or legal proceeding.

The liability of Insurers under this Policy for such legal fees, court costs and legal expenses shall be part of and not in addition to the Limit of Liability of this Policy.

DEFINITIONS

1. "Counterfeited" means a device or instrument purporting to be bearing an account number of the Insured:-
 - (a) which has been embossed or printed so as to purport to be a Plastic Card of the Insured, but which is not a Plastic Card because the Insured did not authorise the printing or embossing of such a Plastic Card, or
 - (b) which has been validly issued by the Insured but which has subsequently been altered or modified in any way without the Insured's consent.
2. The words "Employee" or "Employees" mean respectively one or more of the natural persons except

directors of the Insured, who on the effective date of the Policy or at any other time during the term of this

Insurance are in regular the service of the Insured in the ordinary course of the Insured's business and who are compensated by salary wages and whom the Insured has the right to govern and direct at all times in the performance of such service.

3. Plastic Card means any form of credit card.

GENERAL EXCLUSIONS

This Policy does not cover:-

- 1) Loss resulting from the use of a Plastic Card to obtain currency, coins, bank notes, cheques, travellers cheques, money orders, drafts or any similar written promise, order or direction to pay a sum certain in money or purchase or lease of goods or services except when obtained from the Insured or from any financial institution acting upon authorisation received from the Insured or from a Plastic Card Association or clearing house representing the Insured.
- 2) Loss which the Insured may legally charge back to, and obtain reimbursement from:-
 - (a) its cardholder,
 - (b) any person, firm or corporation agreeing to honour Plastic Cards of the Insured, or
 - (c) any other financial institution, Plastic Card association or clearing house representing the Insured.
- 3) Loss resulting from any Plastic Card issued to a person without application to the Insured by such person, other than the replacement of a Plastic Card previously issued by the Insured.
- 4) Loss of interest or that part of any loss due to a discount by any person, firm, or corporation agreeing to honour Plastic Cards to the Insured.
- 5) Loss resulting from the issue of any Plastic Card to guarantee the cashing of any cheque or draft.
- 6) Loss resulting from the use of one or more counterfeited Plastic Cards unless such loss shall be in excess of the amount recovered or received by the Insured under any Agreement under which the Insured is to be reimbursed for loss sustained on account of such counterfeited Plastic Cards.
- 7) Loss resulting wholly or partially from any act or default of any director or directors of the Insured whether or not an Employee except in the following circumstances;
 - (a) when employed as a salaried, pensioned or elected official or an Employee or the Insured;
 - (b) when performing acts coming within the scope of the usual duties of any Employee;
 - (c) when acting as a member of any committee duly elected or appointed by resolution of the Board of Directors of the Insured to perform specific, as distinguished from general, directorial acts on behalf of the Insured.
- 8) Loss due to the use of a genuine Plastic Card by an authorised person using his/her genuine signature with intent to defraud the Insured.
- 9) Any consequential loss, including but not limited to interruption of business, delay, loss of market or cost of replacing or reissuing such Plastic Cards.
- 10) Any loss resulting from the complete or partial non-payment of or default upon any loan or transaction in the nature of, or amounting to, a loan made by or obtained from the Insured, except when covered under Insuring Agents 1., 2., or 3.

- 11) Any legal liability of whatsoever nature.
- 12) Any loss not discovered during the Policy period and any loss sustained prior to the Retroactive Date stated in the Schedule.
- 13) Any loss which arises directly or indirectly by reason of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- 14) Any loss directly or indirectly caused by or contributed to by or arising from
 - (I) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (II) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 15) Any loss resulting directly or indirectly from any one or more dishonest or fraudulent acts of any of the Employees of the Insured unless such loss is covered by Insuring Agreement 3.

GENERAL CONDITIONS

1. DISCOVERY OF LOSS

Loss(es) resulting from the use of a Plastic Card shall be deemed discovered during the Policy Period only if the Insured first discovered during the said Period that such a card had been lost, stolen and misused by an unauthorised person. In such an event all subsequent losses resulting from the use of such a card shall be deemed to have been discovered during the said Policy Period.

In the event of cancellation, termination or non-renewal of this Policy, the Insured shall have sixty days from the date of such cancellation, termination, or non-renewal in which to discover any and all loss(es) recoverable hereunder, and such loss(es) discovered during this said sixty days shall be deemed to have been discovered during the said Policy Period.

2. LIMIT OF LIABILITY AND DEDUCTIBLES

Insurers' total Limit of Liability hereunder during the said policy Period is limited to the amount stated in the Schedule, which Limit of Liability shall be inclusive of all legal fees, court costs and legal expenses incurred, and in the event of the payment of any loss under this policy, the amount of such payment shall be deducted from the Limit of Liability stated in the Schedule unless cover has been reinstated by endorsement issued by the Insurers and upon payment of an additional premium and compliance with all other conditions of this Policy.

3. DEDUCTIBLE

The Insurers shall be liable only, in respect of each and every claim hereunder, for that part of the claim (which for the purpose of this clause shall be deemed to include all legal fees, court costs and legal expenses incurred by Insurers investigating and defending the claim), which exceeds the amount stated in Item 5 of the Schedule. It being understood and agreed that if any expenditure is incurred by the Insurers which, by virtue of this clause, is the

responsibility of the Insured then such amount shall be reimbursed to the Insurers by the Insured forthwith on demand.

4. NOTIFICATION OF LOSS; PROOF OF LOSS:

As a condition precedent to their rights and to be indemnified under this Policy, the Insured shall, as soon as possible and in any event within thirty days after discovery by the Insured of any loss or presumption of loss hereunder which may give rise to a claim for loss, give written notice thereof to the Insurers.

The Insured shall also, within six months after such discovery, furnish to the Insurers affirmative proof of loss together with full particulars.

5. SETTLEMENT OF CLAIMS

Payment of any loss or losses under this Policy shall be made by the Insurers on a quarterly basis subject to the receipt by the Insurers of the relevant bordereaux within forty-five days of each quarter, and all claims shall be settled in the currency of the Limit of Liability as expressed in the Schedule.

6. RECOVERIES

If the Insured shall sustain any loss covered by this Policy which exceeds the amount of indemnity provided hereunder, the Insured shall be entitled to all recoveries (except from suretyship, insurance, security or indemnity taken by or for the benefit of the Insurers) by whomsoever made, on account of such loss under this Policy until fully reimbursed, less the actual cost of effecting the same; any remainder shall be applied to the reimbursement of the Insurers.

7. SUBROGATION

In the event of payment under this Policy, the Insurers shall be subrogated to all the Insured's rights of recovery therefore against any person or organisation other than persons, firms, or corporations agreeing to honour Plastic Cards issued by the Insured, provided that such persons, firms or corporations are not guilty of fraud or negligence and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

8. NON-CONTRIBUTION

This Insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this Policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

9. CANCELLATION OR TERMINATION

- (a) The Insurer may cancel this Policy 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.
- (b) 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.

- (c) The payment or tender of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

10. DUTIES OF THE INSURED

The Insured shall:-

- (a) at his own expense take all reasonable precautions to prevent loss at all times and adhere to and maintain all security systems outlined in the proposal form.
- (b) keep records of all transactions in such manner that the Insurer can accurately determine therefrom the amount of any individual loss.

11. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

12. 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.

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

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Toll Free : 1800 208 9100

SMS: "CHOLA" TO 56677

Email –customercare@cholams.murugappa.com

Web site: www.cholainsurance.com