



## Royal Sundaram General Insurance Co. Limited

(formerly known as Royal Sundaram Alliance Insurance Company Limited)

Corp. Office : Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR)

Karapakkam, Chennai - 600097. Regd. Office : 21, Patullos Road, Chennai - 600 002.

## SMART PROTECT

### IMPORTANT NOTES ABOUT THIS INSURANCE

- Please read and check the details of this Policy carefully to ensure its accuracy and see that it meets **your** requirements.
- Please inform **Us** immediately of any change in **your** address, occupation, state of health, or of any other changes affecting any Insured Person.
- The Policy is an evidence of the contract between **You** and Royal Sundaram General Insurance Co. Limited.
- The information given to **Us** in the Proposal form and Declaration signed by **you/Proposer** and/or over telephone to **our** teleagent by **You** / proposer, forms the basis of this Contract.
- The Policy, Schedule and any Endorsement thereon shall be considered as one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.
- Provided that **You** pay the premium for all the persons intended to be Insured under this Policy and **We** receive and accept it, **We** will provide the insurance described in the Policy.
- Insurance under this Policy is given subject to the Endorsements if any, exclusions, terms and conditions shown below and failure in compliance may result in the claim being denied.

#### A. PERSONS WHO CAN BE INSURED

This insurance is available to persons between the age of 18 and 70 years at the Commencement Date of the Policy.

#### DEFINITIONS & INTERPRETATIONS

In this Policy the singular will be deemed to include the plural, the male gender includes the female where the context permits, and the following words or phrases shall have the meanings attributed to them wherever they appear in this Policy.

#### Accident/Accidental

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

ATM means Automatic Teller Machine.

#### 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.

**Burglary** shall mean an actual theft or an attempt thereat

- a) accompanied by an actual forcible and violent entry into or exit from any Building at the Premises or
- b) following assault or violence to any person or threat thereof.

**Card** means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.

**Card Issuer means** Financial institution that offers card association branded payment cards directly to consumers.

**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.

**Counterfeit Card means** a card that has been fraudulently

manufactured, embossed or encoded to appear to be genuine but which has not been issued by Bank or Financial Institution.

**Credit Accounts** means any credit arrangements from a qualified financial institution for personal use, such as credit card account, car/ home loan account.

**Deductible** means fixed amount or percentage as specified in the Policy Schedule, to be borne or paid by the policyholder, and which the insurance company will deduct from the claim payment.

**Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934

**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.

**Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**Limit of Liability** means the limit on the maximum amount payable under the contract.

**Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without **your** assistance, consent or cooperation.

**Money** means currency, coins and bank notes in current use and having a face value.

**Personal Papers** means identification documents issued by **your** country, state including but not limited to **your** driver's license and passport.

**Personal Trip** - For a covered **personal trip**, the coverage commences when **you** leave **your** place of **residence** to commence the **personal trip** and will terminate with whichever of the following occurs first: the time of return to **your** place of **residence** on completion of **your personal trip** or the expiry of the policy. In any event coverage will not commence more than 24 hours prior to the booked departure time and will cease 24 hours after **your** actual return time.

In respect of one way **personal trip** only, the coverage will terminate with whichever of the following occurs first: the time a covered common carrier arrives at its destination or the expiry of the policy.

**Phishing** means the practice of using fraudulent e-mails and copies of legitimate websites to extract financial data from computer users for purposes of identity theft.

**Policy Period** means the period of time **you** are covered by this insurance from the effective date to the expiration date.

**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.

**Replacement cost** means the amount it would cost to replace an item of similar specifications at current prices.

**Residence** means the place that is shown as the 'insured mailing address' on the Policy Schedule.

**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.

**Skimming** means an electronic method of capturing a victim’s personal information used by unauthorized means.

**Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**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.

**Transportation tickets** means the tickets purchased for bus, subway or other type of public or private transportation.

**We, Us, Our, and Company** means the Royal Sundaram General Insurance Co. Limited.

**You / Insured 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. COVERAGES**

**Benefit Table**

Benefit	Plan/s	Section	Description
A	Card Protection	1	Lost Card Liability
		2	Card Liability due to fraudulent internet based transactions and / or misuse of PIN.
		3	Card Liability due to unauthorised usage/skimming/ counterfeit/ phishing/ compromised cards.
B	Identity Theft	1	Identity theft
C	Purchase Protection	1	Purchase Protection
D	Personal Travelling Protection	1	Personal Trip Effect coverage
		2	Home Protection while you are away
E	Wallet Protection	1	Lost Wallet Coverage
		2	ATM Assault and Robbery

**Benefit A –CARD PROTECTION**

**Benefit A - Section (1)**

**Lost Card Liability**

**I. What We Cover**

If your **card** is lost or stolen, resulting in fraudulent utilization of the lost or stolen card, we will reimburse the unauthorized charges incurred during the policy period, that you are responsible for, on your lost or stolen card, occurring within 15 days prior to your first reporting to the Card issuer, not exceeding the limits set out therein.

**II. Coverage Exclusions**

We will not pay for any expenses or loss for:

1. Charges made on **your lost or stolen card** prior to 15 days of your first reporting to the Card Issuer.
2. Charges made on **your card** if **your card** has not been lost or stolen;
3. Losses sustained by the Cardholders through forgery or alteration of or on any written instrument required in conjunction with any Card.
4. The amounts refunded upon cancellation of purchases of products or services by the Cardholders.
5. Loss incurred due to erroneous debits arising on fraudulent or other transactions, where neither the card issuer nor the cardholder are at fault, but the fault lies in the system and for which the card issuer will be liable.
6. Loss or damage on account of counterfeit cards.
7. Fraudulent transactions occurring beyond the policy period.

**Benefit A - Section (2)**

**Card Liability due to fraudulent internet based transactions and /or misuse of PIN**

**I What We Cover**

This policy shall cover Unauthorized Charges arising out of fraudulent internet based transactions, using the authorized CVV(Card Verification Value Code) or the PIN (Personal Identification Number) issued to the Cardholder by the Card Issuer, 15 days prior to your first reporting to the Card issuer, not exceeding the limits set out therein, subject to the following exclusions:

**II Coverage Exclusions**

We will not pay for any expenses or loss for:

1. Any transactions not confirmed by the host website or the authorized bank.
2. Any errors made by the host website or the authorized bank.
3. Loss incurred by the cardholder due to online transactions, effected on Indian Websites and website hosted overseas not involving an outflow of foreign exchange from India, without the mandatory additional factor of authentication.
4. Loss incurred due to erroneous debits arising on fraudulent or other transactions, where neither the card issuer nor the cardholder are at fault, but the fault lies in the system and for which the card issuer will be liable.
5. Loss incurred due to breach of security or failure of security mechanism of the card issuer.
6. Any transactions made using a PIN that has not been introduced by the card issuer in accordance with the Reserve Bank of India’s mandate.

**Benefit A-Section (3)**

**Card Liability due to unauthorized usage on account of Skimming / Phishing / Counterfeit**

**I What We Cover**

This policy shall cover unauthorized charges on your card arising out of unauthorized use of cards by skimming, counterfeiting, phishing which occurred within 15 days prior to your first reporting to the Card issuer, not exceeding the limits set out therein, subject to the following exclusions:

*Notwithstanding anything stated to the contrary in this policy, this policy shall be applicable to the following:*

1. Any unauthorized use of a card where property, labor or services are sold and delivered by a merchant to an individual purporting to be the cardholder using telephone, fax

machines, postal services or a computer based system or network.

2. Losses arising out of duplicate or counterfeit cards issued by the card issuer without the cardholder's knowledge.
3. Any loss or damage arising due to information obtained by unauthorized access to sensitive information, such as usernames, passwords and any card details, by masquerading as a trustworthy entity in an electronic communication which is not owned, operated or contracted by the card issuer or its bank card processor.

## II Coverage Exclusions

We will not pay for any expenses or loss for:

1. Any loss or damage arising out of card transactions effected outside the notification period prior to the reporting of unauthorized use of the card to the card issuer.
2. Loss incurred through use of cards, due to breach of security or failure of security mechanism of the card issuer.

### Special Condition applicable to the Benefit A

1. We will only pay for unauthorized charges for which **you** are responsible under the terms and conditions of **your card**.
2. **You** must report the loss to the Card Issuer within 24 hours after discovering **the loss event**.
3. **You** must comply with all terms and conditions given by the Card Issuer by which **your card** is issued.
4. **You** must report the loss to Police Authority within 24 hours of discovering the loss event and having reported to the Card Issuer.

### Limit on Liability

The liability per card under section 2&3 shall not exceed 1 lac unless the limit has been waived off by additional premium as shown in the Schedule.

## GENERAL EXCLUSIONS APPLICABLE TO BENEFIT A UNDER THE POLICY

We will not pay for any expenses or loss for:

1. Losses sustained by the Insured / Insured Person resulting directly or indirectly from any fraudulent or dishonest acts committed by the Insured's/Insured Person's employee/members of household, acting alone or in collusion with others.
2. Losses arising out of use of genuine Card by an authorized person with intent to defraud the Card Issuer.
3. Any legal liability, of whatsoever nature.
4. Losses arising 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, military or usurped power, martial law.
5. Any loss directly or indirectly caused by or contributed to by or arising from:
  - Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous or any explosive nuclear assembly or nuclear component thereof.
6. Loss of Interest, Consequential loss, loss of market, late fees, interest and charges levied by the card issuer.
7. Any loss or damage arising out of any Card transactions which have occurred after the loss or theft of card has been reported to the Card Issuer.
8. Any loss/unauthorized use occurring at a POS (Point of Sale) terminal which is not secured with technology infrastructure

i.e., Unique Key Per Terminal (UKPT), Derived Unique Key Per Transaction (DUKPT), Terminal Line Encryption (TLE) as per Reserve Bank of India's guidelines for which the card issuer or acquiring bank is liable.

9. Any loss in respect of credit / debit cards used internationally which are not EMV chip and Personal Identification No. enabled.
10. Loss incurred due to gross negligence on part of the cardholder, including but not limited to insufficient measures taken by the cardholder to keep the PIN safe and recording of the PIN in an intelligible form by the card holder.

## BENEFIT B –IDENTITY THEFT

### I What We Cover

We will pay for your expenses resulting from your efforts to resolve your identity theft occurring during the policy period:

The following expenses shall be payable provided they are incurred and reported within 12 months of the occurrence:

#### 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.

#### 3) Legal Liability:

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:

- a. the cost of refiling application 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 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 for:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of your identity theft outlined in this policy.
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 Conditions

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. File a Police report within 24 hours of discovering the identity theft.
7. Notify the Card Issuer or the Financial Institution of the identity theft within 24 hours of discovering the identity theft.

## BENEFIT C – PURCHASE PROTECTION

### I. What We Cover

We will cover items that **you** purchase entirely with **your card** from loss due to **burglary**, theft or accidental damage for 90 days from the date of purchase.

### II. Coverage Exclusions

We will not pay for:

1. items **you** carried with **you** or acquired by **you** during a **personal trip**;
2. items that were **lost or stolen** from a vehicle;
3. any motor vehicle including automobiles, boats and airplanes, and any equipment and/or parts necessary for their operation and/or maintenance;
4. permanent household and/or business fixtures
5. travelers cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables and services;
6. art, antiques, firearms, and collectable items;
7. furs, jewelry, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious Stones);
8. items **you** have rented or leased;
9. used, rebuilt, refurbished, or remanufactured items at the time of purchase;
10. shipping and handling expenses or installation, assembly related costs;
11. items purchased for resale, professional, or commercial use;
12. losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust;
13. losses due to mechanical failure, electrical failure, software failure, or data failure including, but not limited to any

electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;

14. items damaged due to normal wear and tear, inherent product defect or normal course of play (such as, but not limited to sporting or recreational equipment);
15. items that **you** damaged through alteration (including cutting, sawing, and shaping);
16. items left unattended in a place to which the general public has access;
17. Items damaged or stolen from a place other than the residence mentioned in the policy schedule.

## III. Coverage Conditions

1. Items given as gifts are included.
2. **We** will decide whether to have the item repaired or replaced, or to reimburse **you** (cash or credit) up to the amount charged to **your card**, and not to exceed the original purchase price. Claim shall be considered subject to due depreciation of value for usage.
3. Items must be purchased entirely with **your card**.
4. If the item is part of a pair or set, **you** will only receive compensation for the value of the stolen or damaged item unless the articles are unusable individually and/or cannot be replaced individually; the theft or damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limitation still applies.
5. Product rebates, discounts or money received from Price Protection will be deducted from the original cost of the item.
6. File a Police report within 24 hours of discovering the loss/theft/damage

## BENEFIT D – PERSONAL TRAVELLING PROTECTION

### 1. Personal trip effects coverage

#### I. What We Cover

When the entire cost of the **passenger fare(s)** of a **personal trip** are charged to **your payment** card while the insurance is effective, **we** will cover **you** during the **personal trip** travel time for:

1. the loss, **theft** or accidental damage to **your luggage**, personal effects and **personal papers**;
2. the loss, **theft** of **your money** and **cheque(s)**;
3. the reasonable additional travel and accommodation expenses incurred that are necessary to obtain a replacement of **your lost or stolen** passport while abroad.

#### II. Coverage Exclusions

**We** will not pay for any damages or losses that:

1. occurred during a **travel time** that is longer than 2 weeks;
2. are for any type of commercial and administrative documents, transportation tickets, transport vouchers;
3. occur to prams, buggies, wheelchairs, pedal cycles, motor vehicles, or diving equipment and craft, surfboards or related equipment or fittings of any kind;
4. occur to stamps, spectacles and contact lenses, sunglasses, antiques, furs, tape recorders, cassettes and players, radios, compact discs and players or other personal listening and recording devices, computer and telecommunication equipment of any kind, cellular telephones;
5. occur to firearms, jewelry, precious stones and articles made of or containing gold (or other precious metals and/or precious stones);
6. are for breakage of sports equipment whilst in use;
7. are for household goods or anything shipped as freight;

8. are for dentures or bridgework, artificial limbs or hearing aids of any kind;
9. are for items carried on a bus roof rack;
10. are for items that are left unattended in a place to which the general public has access;
11. are for **money** and/or **cheque(s)** left in checked-in luggage;
12. are from normal wear and tear, decay and manufacturing defects;
13. are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust;
14. are caused by cleaning, repairs or restoration;
15. are caused by mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
16. are caused by leakage of powder or liquid carried within personal effects or **luggage**;

### III. Coverage Conditions

1. The **passenger fare(s)** for a covered **personal trip** must be paid entirely with **your payment card**.
2. The **luggage, money, and personal papers** left in an unattended motor vehicle {fitted with an alarm} will be covered as long as the items are in the car trunk at the time of theft.
3. In no event will we pay more than the **replacement cost** of the covered item.
4. File a Police report within 24 hours of discovering the loss / theft / damage

### 2. Home protection while you are away

#### I. What We Cover

When the entire cost of the **passenger fare(s)** of a **personal trip** are charged to **your payment card** while the insurance is effective, we will cover the damage, disappearance or destruction of the following items due to **burglary** at **your residence** during **your personal trip travel time**:

1. **your** furniture, clothes, electrical and electronic appliances
2. **your money** and **cheque(s)**

#### II. Coverage Exclusions

We will not pay for:

1. losses that occurred when **your travel time** is longer than 2 weeks;
2. losses to personal effects **you** have carried with **you** during the **personal trip**;
3. losses to any other items that are not listed under the "What We Cover" section;
4. losses that are due to events other than **burglary**, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;

### III. Coverage Conditions

1. The **passenger fare(s)** for a covered **personal trip** must be paid entirely with **your payment card**.
2. For a covered **personal trip**, the coverage commences when **you** leave **your** place of **residence** to commence the **personal trip** and will terminate with whichever of the following occurs first: the time of return to **your** place of **residence** on completion of **your personal trip** or the expiry of the policy. In any event coverage will not commence more than 24hours prior to the booked departure time and will cease 24 hours after **your** actual return time.

3. Electrical and Electronic appliances includes TVs, CD/DVD players, stereo sets, computers, and refrigerators.
4. In no event will we pay more than the **replacement cost** of the covered item.
5. File a Police report within 24 hours of discovering the loss / theft / damage

#### Limit on Liability Under Benefit D

The maximum liability of the Company for loss of money and Cheque shall not exceed Rs.10,000/- per Policy.

### BENEFIT E – WALLET PROTECTION

#### Section E (1) Lost Wallet Coverage

##### I. What We Cover

We will cover **you** for the following when **your** wallet is **lost or stolen**:

1. **Replacement costs** for the **lost or stolen** wallet as well as the **personal papers** and **cards** that were in the wallet;
2. Application fees for applying for new **personal papers** and/ or **cards**.

##### II. Coverage Exclusions

We will not cover:

1. **money, cheque(s), transportation tickets**, or other similar items that were in the **lost or stolen** wallet other than **your personal papers** and **cards**;
2. losses that are caused by any events other than **lost or stolen**, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to **your** wallet and items inside;
4. any fraudulent/unauthorized charges on the **lost or stolen cards**;
5. any **identity theft** related costs that are caused by **lost or stolen personal papers** or **cards**.

#### Section E (2) ATM assault and robbery

##### I. What We Cover

1. **ATM Robbery** - We will reimburse **you** for the **money you** withdrew from any ATM around the world using **your card** against a **robbery** event that occurs within 15 minutes of the withdrawal of the **money**.
2. **Bodily Injury** - We will reimburse **you** for reasonable emergency first aid charges for bodily injury during a **robbery** that is covered by **our** ATM assault and robbery coverage.

##### II. Coverage Exclusions

We will not pay for any:

1. damages and/or liabilities to any third parties;
2. damages or losses to anything other than the **money you** withdrew from **your** account;
3. damages and/or liabilities that happened before or after the covered **robbery** period;
4. charges for emergency first aid to anyone other than **you**.

### III. Conditions applicable to Section E

1. File a Police report within 24 hours of discovering the loss / theft / damage.

#### POLICY EXCLUSIONS (applicable to all sections)

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 ionizing radiations contamination by radio activity 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 radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- j) Losses due to nuclear weapons material.
- k) Losses due to or related to nuclear, biological or chemical event
- l) 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 organization(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.

#### **C. POLICY DEDUCTIBLE(applicable to all sections)**

Subject to the policy limits that apply, **we** will pay only that part of the total of all covered loss that exceeds the deductible amount shown in the Policy Schedule.

#### **D. POLICY LIMITATION(applicable to all sections)**

For each of the coverage, **we** will pay up to the maximum amount per occurrence and per **policy period** as shown in the Policy Schedule.

#### **E. CONDITIONS (applicable to all sections)**

##### **Claim Procedure**

Upon happening of any event which may give raise to claim, **You** shall contact **us** at 1860 425 0000 or provide written intimation within the time limit as specified under the different section of benefits under the policy, of **your** discovery of the loss to make a claim and obtain the proper forms and instructions.

##### **1. Claim Intimation**

- Call us or email us at customer.services@royalsundaram.in or provide written intimation to make a claim within 15

days of discovering the loss

- Call us or email us at customer.services@royalsundaram.in or provide written intimation to make a claim within 6 hours of discovering the loss in case of claim under Home Protection cover under the policy.

#### **2. Claim Document Submission**

- Submit the claim form duly filled and signed along with necessary documents within 30 days from intimation.

#### **3. Claim Documentation**

- **Documentation applicable to all Benefits under the Policy**
  - i) Attested copy of FIR / General Complaint to Police
  - ii) ) Attested Copy of Final Report from Police
- **Documentation applicable to Benefit A and D**
  - i) Card Statement
- **Documentation applicable to Benefit A and B**
  - i) Evidence from Card issuer certifying the Date & Time of blocking of the Card after intimation from CardHolder regarding the loss of the same.

#### **Documentation specific to Benefits**

- **Lost Card Liability (Benefit A)**
  - i) Charge slips.
  - ii) Statement from Card Issuer showing the transactions and confirmation that the charges are unauthorised and there is liability on the card holder.
- **Identity Theft (Benefit B)**
  - i) Advance letter of subrogation on a Rs.100/- non judicial stamp paper in case of burglary/theft.

#### **Legal Expenses**

- i) Proof of Expenses.

#### **Lost Wages**

- i) Statement from employer on the leave availed with reasons and wages lost.

#### **Legal Liability**

- i) Statement from Financial Institution detailing transactions that are not authorised.
- ii) All correspondence including court notices, awards etc.

#### **Miscellaneous Expenses**

- i) Proof of Expenses.

#### **• Purchase Protection (Benefit C)**

- i) Charge Slips
- ii) Purchase Invoice
- iii) Items lost/ damaged/ destroyed (Description, Quantity, Value, Nature of loss) supported by Purchase Invoices.
- iv) Advance letter of subrogation on a Rs.100/-non judicial stamp paper in case of burglary/theft

**Note:** For items lost/ stolen/ damaged/ destroyed, use a separate sheet in the following format

#### **Sl.No./ Description / Quantity / Rate / Value**

#### **• Personal Travelling Protection (Benefit D)**

- i) Passenger ticket
- ii) Card Statement showing payment of passenger ticket fare
- iii) Charge Slips
- iv) Purchase Invoice
- v) Items lost/ damaged/ destroyed (Description, Quantity, Value, Nature of loss) supported by Purchase Invoices

#### **• Lost Wallet Coverage (Benefit E)**

- i) Details of cards & personal papers lost (number validity period, issuer)
  - ii) Application for obtaining new cards/personal papers & fee paid
  - iii) Copies/ details of new cards/ personal paper issued
- **ATM assault and Robbery (Benefit E)**
    - i) ATM Transaction slip
    - ii) Bank statement showing transaction
    - iii) Vouchers in support of first aid expenses

**Bodily Injury Claims**

- iv) Medical bills
- v) Investigation reports
- vi) Certificate from Attending Physician /Hospital Discharge Summary
- vii) X-ray or Radiological Plates

**Note:** Any other supporting document as may required by the Company for the above Benefits.

The documents should be sent to:

**Claims Department**

M/s. Royal Sundaram General Insurance Co. Ltd.,  
 Vishranthi Melaram Towers,  
 No.2/319, Rajiv Gandhi Salai (OMR),  
 Karapakkam, Chennai 600 097.

**Payment of Claim**

- All claims under this Policy shall be payable in Indian Currency.
- Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.
- The Company shall be liable to pay an interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days from the date of acceptance.
- **On payment** of a claim by the Company, the Sum Insured under the policy shall stand reduced by the amount of claim paid.

**Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by You and Us jointly. If there is no agreement upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**Excess of Other Insurance Coverage**

Coverage provided by this policy are EXCESS; this means that if, at the time of occurrence, you have other valid and collectible insurance - such as but not limited to homeowner's or renter's insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage. If the event is covered by more than one of the policy coverage, we will only pay the amount from the coverage under which you first filed the claim.

**Governing Law**

This Policy shall be governed by the law of India.

**Policy Period**

The maximum policy period for this policy is one year. This coverage will continue as long as the premium is paid, except if coverage is otherwise cancelled under this policy.

**Policy Changes**

**You** must notify **us** within 7 days of any change in circumstance which will affect this insurance. If **we** are advised by **you** of any change in circumstance which will affect this insurance, **we** reserve the right to amend any of the terms or conditions of this insurance, subject to IRDA approval, following at least 30 days notice to **you** by **us**.

No change or modification of this policy shall be effective except when made by written endorsement signed by **our** authorized representative.

**Policy Cancellation**

You may cancel this policy by giving us 15 days written notice and we shall then refund a portion of the premium on short period rates for the remaining policy period, subject to our retention of the minimum premium. However, if you have made any claim on this policy before the cancellation date and the same has been accepted by us then no refund of premium will be given

**Short period scales**

Period	% of annual premium to be retained
Not Exceeding 1 month	1/4 <sup>th</sup> of annual premium
Exceeding 1 month but not exceeding 3 months	1/2 <sup>of</sup> annual premium
Exceeding 3 months but not exceeding 6 months	3/4 <sup>th</sup> of annual premium
Exceeding 6 months	Full annual rate

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts on the Proposal form or non-cooperation of the Insured, by giving fifteen (15) days notice in writing to the Insured at address recorded/ updated in the policy. In the event of such cancellation on the grounds of mis representation or fraud or non disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

**Concealment or Fraud**

If **You** or anyone acting on **Your** behalf put forward any claim under this Policy knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall be void in its entirety and be of no effect whatsoever and all claims that **You** may have made for an indemnity under it shall be forfeited.

**You** must use all reasonable means to avoid future loss at and after the time of loss.

**Duties After an Accident or Loss**

**We** have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed under conditions of the Policy. **You** are required to cooperate with **us** in investigating, evaluating and settling a claim.

**Transfer**

Transferring of interest in this Policy to anyone else is not allowed.

**Notice**

Every notice and communication to the **Company** required by this Policy shall be in writing to the office of the **Company**, through which this insurance is effected. However Initial notification of

claim can be made by telephone.

#### **Misdescription**

This Policy shall be void and all premium paid hereon shall be forfeited to the **Company**, in the event of misrepresentation, misdescription or non-disclosure of any material fact.

#### **Geographical Scope**

Home Protection Cover operates in India Only. Benefits from A to E other than Home Protection operates Worldwide.

#### **Insurer's rights (Subrogation)**

We have the right to do the following, in Insured Person's name at **Our** expense:

- Take over the defense on settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else for payments that have already been made by **Us**.

#### **Renewals**

The **Company** shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the **Company** under the insurer. Nothing herein or otherwise shall oblige the **Company** to offer renewal terms or restrict any renewal terms as to premium or otherwise. If any claim is lodged after cancellation of the Policy during the period in which the policy was in force, then the premium refunded will be collected back prior to settlement of the admissible claim. But the policy will still be considered as cancelled.

#### **Disclaimer**

It is also hereby further expressly agreed and declared that if the **Company** shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 3 calendar months from

the date of such disclaimer have been made the subject matter of a suit in a Court of law or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **Change of address**

The Insured must inform in writing of any change in his/her address.

#### **Compliance with Policy provisions**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

#### **Grievances**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the **Company** at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the **Company**.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other Grievance

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneswar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.

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#### **WHAT IF I EVER NEED TO COMPLAIN?**

*We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.*

*In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in) or write us to Royal Sundaram General Insurance Co. Limited, Vishranthi Melaram Towers, No. 2 / 319, Rajiv Gandhi Salai (OMR), Karapakkam, Chennai - 600097.*

*Royal Sundaram General Insurance Co. Limited*

*IRDA Registration No.102*