

### Classic - Single membership (Tier II)

#### **Your Terms & Conditions**

Please read this document carefully and keep it in a safe place

#### 1. Definitions

**Abroad** – In a country other than India.

**Agreement** – These terms and conditions of the Card Protection Plan product and any changes to these.

**Card** – Your credit, charge, cash, cheque, debit, store and other similar cards.

**Card Loss** – Loss by you or theft from you of a Card during the Period of Agreement.

**Claim** – Any Claim you make under this Agreement.

**Cover** – The benefits available to you under this Agreement as listed in Sections B, B1, B2, B3, B4 and C1 hereto.

**Fee** – Rupees 995 a Year or any other amount we agree with you from time to time for each Period of Agreement.

**FIR** - means the First Information Report issued by the local police or such other authority as is appropriate in the circumstances.

**Home** – The place where you live, which you have given us the address for, before making any Claim.

**Insurance Fee** -43 Rs a Year or any other amount paid by you under the Policy to the Insurer including service tax.

Insurer – Bajaj Allianz General Insurance Co. Ltd. 2007 IRDA Reg. No. 113.

**Issuer** – The issuers of the Cards.

Pay Card – The Card from which the Fee and the Insurance Fee will be collected.

**Period of Agreement** – An initial 12 month period starting on the Start Date and subsequently including any future 12 month periods for which you make a renewal payment.

**Plain Paper Police Report** – means a report prepared by the local police or such other authority and duly stamped by them in cases where an FIR may not be issued under applicable law.

**Policy** – The group policy issued by the Insurer in our favour, being the master policy number OG-09-9999-9960-0000025, for your sole benefit.

**Policyholder** – The person you have told us is responsible for this Agreement.

**Renewal Date** – The renewal date shown in the renewal letter which we send to you or which we tell you about at any other time.

Start Date – The start date shown in your welcome letter which we send to you.

**Unauthorised Use** – Use of the Card by someone else other than you following Card Loss.

We, us, our – CPP Assistance Services Private Limited.

**Year** – A period of 12 consecutive months.

**You, your** – The Policyholder.



#### Your Contract with us and our role

Under these terms and conditions and on payment of the Fee you have a contract with us for the provision of the Cover (as defined above) and as better described in Section B of these terms and conditions. On payment of the Insurance Fee by you to the Insurer, you will be enrolled in the Policy, and will be entitled to certain insurance benefits as better described within Section C of these terms and conditions.

In addition to providing the Cover, CPP acts as an administrator for the Insurer in respect of the insurance benefits. This gives you one point of contact and will enable the Insurer to deal with your claim or query quickly and concisely.

Our role in discharging our obligations hereunder shall be that of a mere facilitator, and we are not and shall not be liable to you for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the Policy.

# 2. Data Protection Notice

### Your personal details

We will use the information you provide to:

- manage this Agreement;
- collect payments when due; and
- process any Claim you make in connection with lost or stolen Cards.

We will collect the Fee from the Card that you have told us is the Pay Card. We will also collect the Insurance Fee as detailed below on behalf of the Insurer from the Card that you have told us is the Pay Card and remit it to the Insurer on your behalf. If you no longer want your Policy to cover the Pay Card or we cannot collect the fee from the Pay Card, we will collect your payments from any other Card you have registered with us and in registering your cards with us, you are giving your consent to these cards being charged with your payment.

43 (forty three) Rupees payable per Beneficiary enrolled into the Classic (Tier 2) Card Protection Product, including service tax.

If you report a lost Card to us, we will pass your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your Issuer so that they can update their records.

We may ask your Issuer to tell us about changes in your contact details / details specifically related to the insured items (subject to any disclosure contract in this regard that you may have with the Issuer) so we can update your Policy records. This may include asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone



or fax numbers or email addresses).

For Assistance Services as described under Section B

We may pass your personal information with your due consent to our approved suppliers so that we can send correspondence to you

We and our approved suppliers may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let us know when you register your Cards, or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on prospect files prepared by our Issuers. When we do this we may need to tell your Issuer that you have an Agreement with us and disclose enough personal data to enable your Issuer to identify you on these files.

By taking out this Agreement you consent that for the better performance of this Agreement we may transfer your data to a country outside India. If we do transfer your data outside India, we will make the appropriate checks to ensure that your data is adequately protected.

### **Key tags**

We will provide a key tag with our contact details.

### **Complaints**

If at any time you want to tell us about a problem with your Policy or Cover, please call us on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix your city STD code) or you can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd P O Box No 4337, Kalkaji Post Office, New Delhi - 110019

#### Claims

If you need to make a Claim on your Policy or under your Cover, please call us any time on 1800-419-4000 (Toll-free) or 6000-4000 (if calling from a mobile phone, please prefix your city STD code). We will then send you a Claim form to fill in and return to us. All Claims must be received within 30 days of the date of Card Loss. Please remember to include all the documents that we ask for, including Plain Paper Police Report, FIR if applicable, or local police report if the Card Loss occurs abroad. If you do not, we will not be able to process your Claim until we have received them. If we have received all the documents that we need, we aim to process Claims within 14 days.



# **Recording calls**

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in [English/Hindi] unless otherwise agreed.

### 3. The Policy

The Policy sets out the insurance cover that the Insurer will provide in return for your Insurance Fee during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to the insurance as listed in sections A2 and C hereto.

All Insurance Fees paid in respect of the Policy will be deemed to have been paid to the Insurer when received by CPP.

### 4. Terms and Conditions

#### A: General conditions and exclusions

#### **A1: Condition**

Your Cover under this Agreement depends on you meeting the following conditions.

- 1. You must meet all of our's and the Issuer's terms and conditions. This applies to terms and conditions set out here and any others which we change or add to this Agreement at a later date. Changes to the coverages already issued shall only be with your consent..
- 2. You must provide us with full and accurate information in connection with your Cover.
- 3. You must follow your Issuer's instructions and meet all their terms and conditions when using their Cards. We will not facilitate payment of any Claim where the Issuer tells us that you have not done this. The decision of your Issuer will be final.
- 4. You must report lost or stolen Cards to us **by telephone** within 24 hours of discovering the Card Loss.
- 5. You must do all that you reasonably can to avoid making a Claim and keep your Claims as low as possible.
- 6. You must provide the following documents while making a claim
  - a) Completed claim form in English/Hindi
- b) Attested Copy of FIR to Police (or stamped police notification) in regional language and translated in English/Hindi.
- c) Credit Card Statement certified by credit card division indicating fraudulent transactions and consumer loss liability.
  - d) Letter of Subrogation on Rs.100 stamp paper.
- 7. You must be **over the age of 18 years** and must be a resident of India.
- 8. You cannot make a Claim unless the Fee up to the date of claim has been paid.



#### A2: Exclusions

- 1. This Agreement does not Cover your liability to an Issuer if:
  - a. you use a Card in a way which the Issuer does not allow; or
  - b. someone other than you who lives at your Home uses the Card.
- 2. Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B1 and B2 of this Agreement. However, there may be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control (i.e. political instability, regularity restrictions, war or natural disaster) and for which we cannot be held liable.

# A3: Length of Agreement and Fees

- 1. This Agreement provides Cover and enrolment into the Policy that begins on the Start Date and which continues for the period up to the Renewal Date in return for the Fee and the Insurance Fee. We will renew the Agreement on the Renewal Date unless you contact us before that date and ask us not to.
- 2. The Fee and the Insurance Fee may change from time to time but it will not change for this Agreement until the next Renewal Date at which point we will advise you of any fee change.
- 3. You must pay the Fee and the Insurance Fee in advance.

### **A4:** Cancelling this Agreement

- 1. We will cancel your Agreement if we do not receive the Fee and the Insurance Fee on the date it is due. Cancellation of Insurance Agreement would be in consultation with the Insurance Provider. However, we may reinstate your Agreement if you then pay it.
- 2. We will cancel your Agreement if you have at any time:
  - a. given us false or incomplete information; or
  - b. agreed to help anyone try to take money from us or the Insurer dishonestly; or
  - c. failed to meet the terms and conditions of this Agreement, or to act openly and honestly towards us or the Insurer.
- 3. Cancellation by the Policyholder: If notice is provided within the first 30 days of cover a full refund is available. After 30 days the policy may be cancelled by the policyholder at any time by giving at least 14 days written notice to us. We will refund the Fee and the Insurance Fee by reference to the time cover provided, subject to a minimum retention of 50% of the total fees No refund of premium shall be due on cancellation under any circumstances if you have made a claim under the policy or if the cancellation notice is provided 9 months after the inception of the policy.

### **A5: Other Insurance**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any



other policy of indemnity or insurance in favour or effected by or on behalf of You that would be applicable to any Claim, then the Insurer shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### A6: Dishonest Claims

If you make a Claim which is in any way dishonest or false, we will refuse to facilitate payment of any benefit under the Cover. If you receive a benefit under the Cover and we later discover that your Claim was dishonest or false, we will take steps to recover payment(s) made, either by us or the Insurer, from you.

# A7: Setting aside terms and conditions

If we or the Insurer choose to set aside a term or condition of this Agreement, this will not prevent us or the Insurer from relying on that term or condition in the future.

### **A8:** Governing law

This Policy is governed by and must be interpreted in line with Indian law. We, the Insurer and you agree that all the disputes regarding this Agreement will be settled only in Indian courts.

#### **B:** Assistance Services

When you report a Card Loss to us, we will contact the Issuer and ask them to cancel the Card.

If you request them at the time of reporting your Card Loss, the benefits set out at B1 and B2 may be available to you and you consent to us making such enquiries of such persons and/or organizations as are necessary to assess the Claim that you are making.

Any advance made to you under this Section B shall be interest free and repayable within 28 days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, the costs of which recovery may be added to the outstanding balance of the advance made.

### **B1:** Advance of Emergency Hotel Bills

- 1. If you are Abroad at the time of the Card Loss we will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 80,000Rs per Policyholder.
- 2. We will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 40,000Rs per Policyholder if you suffer a Card Loss in India.

#### **B2: Advance of Replacement Travel Tickets**

1. We will facilitate through an authorized dealer an advance for you of up to 80,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time



as the Card Loss when you are Abroad.

2. We will facilitate through an authorized dealer an advance for you of up to 40,000/Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss whilst you are in India.

# **B3: Passport and driving licence**

1. If your passport or driving licence is lost or stolen while you are Abroad, we will help you with the notifications that you need to make and provide you with such contact details as are necessary.

### **B4: Valuable document registration**

1. If you register the details of your valuable documents with us (driving licence, share certificates, insurance policies etc), we will hold those details safe should you ever need to provide these details when the originals are not at hand.

### C: Insurance Cover and benefits

# C1: If you lose your card

- 1. The Insurer will pay any amounts subject to sections 2 and 3 detailed below which you have to pay to an Issuer as a direct result of unauthorized use, and we will merely act as a facilitator between you and the Insurer for such payment.
- 2. The Insurer will not pay more than 50,000Rs under the Policy in aggregate subject to a limit of 20,000 Rs per individual Card in any Period of Agreement of any claim relating to the period before you reported the Card Loss and in any event will not pay for any loss incurred more than seven (7) days before the loss was reported, and we will merely act as a facilitator between you and the Insurer for such payment.
- 3. The Insurer will not pay more than 1,500,000Rs under the Policy in aggregate in any Period of Agreement of any claim relating to the period after you reported the Card Loss, and we will merely act as a facilitator between you and the Insurer for such payment.



### Classic - Joint membership (Tier II)

#### **Your Terms & Conditions**

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### 1. Definitions

**Abroad** – In a country other than India.

**Agreement** – These terms and conditions of the Card Protection Plan product and any changes to these.

**Card** – Your credit, charge, cash, cheque, debit, store and other similar cards.

**Card Loss** – Loss by you or theft from you of a Card during the Period of Agreement.

**Claim** – Any Claim you make under this Agreement.

**Cover** – The benefits available to you under this Agreement as listed in Sections B, B1, B2, B3, B4 and C1 hereto.

**Fee** – Rupees 1495 a Year or any other amount we agree with you from time to time for each Period of Agreement.

**FIR** - means the First Information Report issued by the local police or such other authority as is appropriate in the circumstances.

**Home** – The place where you live, which you have given us the address for, before making any Claim.

**Insurance Fee** -43 Rs a Year or any other amount paid by you under the Policy to the Insurer including service tax.

Insurer – Bajaj Allianz General Insurance Co. Ltd. 2007 IRDA Reg. No. 113.

**Issuer** – The issuers of the Cards.

**Joint Policyholder** – The nominated second party that the person responsible for this agreement has tld us is the additional policyholder

Pay Card – The Card from which the Fee and the Insurance Fee will be collected.

**Period of Agreement** – An initial 12 month period starting on the Start Date and subsequently including any future 12 month periods for which you make a renewal payment.

**Plain Paper Police Report** – means a report prepared by the local police or such other authority and duly stamped by them in cases where an FIR may not be issued under applicable law.

**Policy** – The group policy issued by the Insurer in our favour, being the master policy number OG-09-9999-9960-0000025, for your sole benefit.

**Policyholder** – The person you have told us is responsible for this Agreement.

**Renewal Date** – The renewal date shown in the renewal letter which we send to you or which we tell you about at any other time.

**Start Date** – The start date shown in your welcome letter which we send to you.

**Unauthorised Use** – Use of the Card by someone else other than you following Card Loss.

We, us, our – CPP Assistance Services Private Limited.

**Year** – A period of 12 consecutive months.



**You, your** – The Policyholder and where the circumstances are applicable, the Joint Policyholder.

#### Your Contract with us and our role

Under these terms and conditions and on payment of the Fee you have a contract with us for the provision of the Cover (as defined above) and as better described in Section B of these terms and conditions. On payment of the Insurance Fee by you to the Insurer, you will be enrolled in the Policy, and will be entitled to certain insurance benefits as better described within Section C of these terms and conditions.

In addition to providing the Cover, CPP acts as an administrator for the Insurer in respect of the insurance benefits. This gives you one point of contact and will enable the Insurer to deal with your claim or query quickly and concisely.

Our role in discharging our obligations hereunder shall be that of a mere facilitator, and we are not and shall not be liable to you for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the Policy.

# 2. Data Protection Notice

### Your personal details

We will use the information you provide to:

- manage this Agreement;
- collect payments when due; and
- process any Claim you make in connection with lost or stolen Cards.

We will collect the Fee from the Card that you have told us is the Pay Card. We will also collect the Insurance Fee as detailed below on behalf of the Insurer from the Card that you have told us is the Pay Card and remit it to the Insurer on your behalf. If you no longer want your Policy to cover the Pay Card or we cannot collect the fee from the Pay Card, we will collect your payments from any other Card you have registered with us and in registering your cards with us, you are giving your consent to these cards being charged with your payment.

43 (forty three) Rupees payable per Beneficiary enrolled into the Classic (Tier 2) Card Protection Product, including service tax.

If you report a lost Card to us, we will pass your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your Issuer so that they can update their records.

We may ask your Issuer to tell us about changes in your contact details / details specifically related to the insured items (subject to any disclosure contract in this regard that you may have with the Issuer) so we can update your Policy records. This may



include asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone or fax numbers or email addresses).

For Assistance Services as described under Section B

We may pass your personal information with your due consent to our approved suppliers so that we can send correspondence to you

We and our approved suppliers may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let us know when you register your Cards, or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on prospect files prepared by our Issuers. When we do this we may need to tell your Issuer that you have an Agreement with us and disclose enough personal data to enable your Issuer to identify you on these files.

By taking out this Agreement you consent that for the better performance of this Agreement we may transfer your data to a country outside India. If we do transfer your data outside India, we will make the appropriate checks to ensure that your data is adequately protected.

#### Kev tags

We will provide a key tag with our contact details.

## **Complaints**

If at any time you want to tell us about a problem with your Policy or Cover, please call us on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix your city STD code) or you can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd P O Box No 4337, Kalkaji Post Office, New Delhi - 110019

#### Claims

If you need to make a Claim on your Policy or under your Cover, please call us any time on 1800-419-4000 (Toll-free) or 6000-4000 (if calling from a mobile phone, please prefix your city STD code). We will then send you a Claim form to fill in and return to us. All Claims must be received within 30 days of the date of Card Loss. Please remember to include all the documents that we ask for, including Plain Paper Police Report, FIR if applicable, or local police report if the Card Loss occurs abroad. If you do not, we will not be able to process your Claim until we have received them. If we have received all



the documents that we need, we aim to process Claims within 14 days.

## **Recording calls**

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in [English/Hindi] unless otherwise agreed.

### 3. The Policy

The Policy sets out the insurance cover that the Insurer will provide in return for your Insurance Fee during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to the insurance as listed in sections A2 and C hereto.

All Insurance Fees paid in respect of the Policy will be deemed to have been paid to the Insurer when received by CPP.

# **4. Terms and Conditions**

# This section applies to both the Policyholder and any Joint Policyholder.

### A: General conditions and exclusions

#### A1: Condition

Your Cover under this Agreement depends on you meeting the following conditions.

- 1. You must meet all of our's and the Issuer's terms and conditions. This applies to terms and conditions set out here and any others which we change or add to this Agreement at a later date. Changes to the coverages already issued shall only be with your consent..
- 2. You must provide us with full and accurate information in connection with your Cover.
- 3. You must follow your Issuer's instructions and meet all their terms and conditions when using their Cards. We will not facilitate payment of any Claim where the Issuer tells us that you have not done this. The decision of your Issuer will be final.
- 4. You must report lost or stolen Cards to us **by telephone** within 24 hours of discovering the Card Loss.
- 5. You must do all that you reasonably can to avoid making a Claim and keep your Claims as low as possible.
- 6. You must provide the following documents while making a claim
  - a) Completed claim form in English/Hindi
- b) Attested Copy of FIR to Police (or stamped police notification) in regional language and translated in English/Hindi.



- c) Credit Card Statement certified by credit card division indicating fraudulent transactions and consumer loss liability.
  - d) Letter of Subrogation on Rs.100 stamp paper.
- 7. You must be **over the age of 18 years** and must be a resident of India.
- 8. You cannot make a Claim unless the Fee up to the date of claim has been paid.

#### **A2: Exclusions**

- 1. This Agreement does not Cover your liability to an Issuer if:
  - a. you use a Card in a way which the Issuer does not allow; or
  - b. someone other than you who lives at your Home uses the Card.
- 2. Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B1 and B2 of this Agreement. However, there may be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control (i.e. political instability, regularity restrictions, war or natural disaster) and for which we cannot be held liable.

# A3: Length of Agreement and Fees

- 1. This Agreement provides Cover and enrolment into the Policy that begins on the Start Date and which continues for the period up to the Renewal Date in return for the Fee and the Insurance Fee. We will renew the Agreement on the Renewal Date unless you contact us before that date and ask us not to.
- 2. The Fee and the Insurance Fee may change from time to time but it will not change for this Agreement until the next Renewal Date at which point we will advise you of any fee change.
- 3. You must pay the Fee and the Insurance Fee in advance.

## **A4:** Cancelling this Agreement

- 1. We will cancel your Agreement if we do not receive the Fee and the Insurance Fee on the date it is due. Cancellation of Insurance Agreement would be in consultation with the Insurance Provider. However, we may reinstate your Agreement if you then pay it.
- 2. We will cancel your Agreement if you have at any time:
  - a. given us false or incomplete information; or
  - b. agreed to help anyone try to take money from us or the Insurer dishonestly; or
  - c. failed to meet the terms and conditions of this Agreement, or to act openly and honestly towards us or the Insurer.
- 3. Cancellation by the Policyholder: If notice is provided within the first 30 days of cover a full refund is available. After 30 days the policy may be cancelled by the policyholder at any time by giving at least 14 days written notice to us. We will refund the Fee and the Insurance Fee by reference to the time cover provided, subject to a minimum retention of 50% of the total fees No refund of premium shall be due on cancellation under any circumstances if you have made a claim under the policy or



if the cancellation notice is provided 9 months after the inception of the policy. This is not an option available to the Joint Policyholder.

#### **A5: Other Insurance**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour or effected by or on behalf of You that would be applicable to any Claim, then the Insurer shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### **A6: Dishonest Claims**

If you make a Claim which is in any way dishonest or false, we will refuse to facilitate payment of any benefit under the Cover. If you receive a benefit under the Cover and we later discover that your Claim was dishonest or false, we will take steps to recover payment(s) made, either by us or the Insurer, from you.

### A7: Setting aside terms and conditions

If we or the Insurer choose to set aside a term or condition of this Agreement, this will not prevent us or the Insurer from relying on that term or condition in the future.

# A8: Governing law

This Policy is governed by and must be interpreted in line with Indian law. We, the Insurer and you agree that all the disputes regarding this Agreement will be settled only in Indian courts.

#### **B:** Assistance Services

When you report a Card Loss to us, we will contact the Issuer and ask them to cancel the Card.

If you request them at the time of reporting your Card Loss, the benefits set out at B1 and B2 may be available to you and you consent to us making such enquiries of such persons and/or organizations as are necessary to assess the Claim that you are making.

Any advance made to you under this Section B shall be interest free and repayable within 28 days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, the costs of which recovery may be added to the outstanding balance of the advance made.

### **B1: Advance of Emergency Hotel Bills**

- 1. If you are Abroad at the time of the Card Loss we will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 80,000Rs per Policyholder.
- 2. We will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 40,000Rs per Policyholder if you suffer a Card Loss in



India.

## **B2: Advance of Replacement Travel Tickets**

- 1. We will facilitate through an authorized dealer an advance for you of up to 80,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss when you are Abroad.
- 2. We will facilitate through an authorized dealer an advance for you of up to 40,000/Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss whilst you are in India.

### **B3:** Passport and driving licence

1. If your passport or driving licence is lost or stolen while you are Abroad, we will help you with the notifications that you need to make and provide you with such contact details as are necessary.

## **B4: Valuable document registration**

1. If you register the details of your valuable documents with us (driving licence, share certificates, insurance policies etc), we will hold those details safe should you ever need to provide these details when the originals are not at hand.

#### C: Insurance Cover and benefits

### C1: If you lose your card

- 1. The Insurer will pay any amounts subject to sections 2 and 3 detailed below which you have to pay to an Issuer as a direct result of unauthorized use, and we will merely act as a facilitator between you and the Insurer for such payment.
- 2. The Insurer will not pay more than 50,000Rs under the Policy in aggregate subject to a limit of 20,000 Rs per individual Card in any Period of Agreement of any claim relating to the period before you reported the Card Loss and in any event will not pay for any loss incurred more than seven (7) days before the loss was reported, and we will merely act as a facilitator between you and the Insurer for such payment.
  - 3. The Insurer will not pay more than 1,500,000Rs under the Policy in aggregate in any Period of Agreement of any claim relating to the period after you reported the Card Loss, and we will merely act as a facilitator between you and the Insurer for such payment.



### Premium - Single membership (Tier III)

### **Your Terms & Conditions**

Please read this document carefully and keep it in a safe place

### 1. Definitions

**Abroad** – In a country other than India.

**Agreement** – These terms and conditions of the Card Protection Plan product and any changes to these.

**Card** – Your credit, charge, cash, cheque, debit, store and other similar cards.

**Card Loss** – Loss by you or theft from you of a Card during the Period of Agreement.

**Claim** – Any Claim you make under this Agreement.

**Cover** – The benefits available to you under this Agreement as listed in Sections B, B1, B2, B3, B4, B5 and C1 hereto.

**Fee** – Rupees 1295 a Year or any other amount we agree with you from time to time for each Period of Agreement.

**FIR** - means the First Information Report issued by the local police or such other authority as is appropriate in the circumstances.

**Home** – The place where you live, which you have given us the address for, before making any Claim.

**Insurance Fee** – 86 Rs a Year or any other amount paid by you under the Policy to the Insurer including applicable service tax.

Insurer – Bajaj Allianz General Insurance Co. Ltd. 2007 IRDA Reg. No. 113.

**Issuer** – The issuers of the Cards.

Pay Card – The Card from which the Fee and the Insurance Fee will be collected.

**Period of Agreement** – An initial 12 month period starting on the Start Date and subsequently including any future 12 month periods for which you make a renewal payment.

**Plain Paper Police Report** – means a report prepared by the local police or such other authority and duly stamped by them in cases where an FIR may not be issued under applicable law.

**Policy** – The group policy issued by the Insurer in our favour, being the master policy number OG-09-9999-9960-00000025, for your sole benefit.

**Policyholder** – The person you have told us is responsible for this Agreement.

**Renewal Date** – The renewal date shown in the renewal letter which we send to you or which we tell you about at any other time.

Start Date – The start date shown in your welcome letter which we send to you.

**Unauthorised Use** – Use of the Card by someone else other than you following Card Loss.

We, us, our – CPP Assistance Services Private Limited.

**Year** – A period of 12 consecutive months.

**You, your** – The Policyholder.



#### Your Contract with us and our role

Under these terms and conditions and on payment of the Fee you have a contract with us for the provision of the Cover (as defined above) and as better described in Section B of these terms and conditions. On payment of the Insurance Fee by you to the Insurer, you will be enrolled in the Policy, and will be entitled to certain insurance benefits as better described within Section C of these terms and conditions.

In addition to providing the Cover, CPP acts as an administrator for the Insurer in respect of the insurance benefits. This gives you one point of contact and will enable the Insurer to deal with your claim or query quickly and concisely.

Our role in discharging our obligations hereunder shall be that of a mere facilitator, and we are not and shall not be liable to you for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the Policy.

# 2. Data Protection Notice

## Your personal details

We will use the information you provide to:

- manage this Agreement;
- collect payments when due; and
- process any Claim you make in connection with lost or stolen Cards.

We will collect the Fee from the Card that you have told us is the Pay Card. We will also collect the Insurance Fee as detailed below on behalf of the Insurer from the Card that you have told us is the Pay Card and remit it to the Insurer on your behalf. If you no longer want your Policy to cover the Pay Card or we cannot collect the fee from the Pay Card, we will collect your payments from any other Card you have registered with us and in registering your cards with us, you are giving your consent to these cards being charged with your payments.

86 (eighty six) Rupees payable per Beneficiary enrolled into the Premium (Tier 3) Card Protection Product, including service tax.

If you report a lost Card to us, we will pass your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your Issuer so that they can update their records.

We may ask your Issuer to tell us about changes in your contact details / details specifically related to the insured items (subject to any disclosure contract in this regard that you may have with the Issuer) so we can update your Policy records. This may include asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone



or fax numbers or email addresses).

#### For Assistance Services as described under Section B

We may pass your personal information to our approved with your due consent suppliers so that we can send correspondence to you.

We and our approved suppliers may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let us know when you register your Cards, or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on prospect files prepared by our Issuers. When we do this we may need to tell your Issuer that you have an Agreement with us and disclose enough personal data to enable your Issuer to identify you on these files.

By taking out this Agreement you consent that for the better performance of this Agreement we may transfer your data to a country outside India. If we do transfer your data outside India, we will make the appropriate checks to ensure that your data is adequately protected.

### **Key tags**

We will provide a key tag with our contact details.

### **Complaints**

If at any time you want to tell us about a problem with your Policy or Cover, please call us on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix your city STD code) or you can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd P O Box No 4337, Kalkaji Post Office, New Delhi - 110019

#### Claims

If you need to make a Claim on your Policy or under your Cover, please call us any time on 1800-419-4000 (Toll-free) or 6000-4000 (if calling from a mobile phone, please prefix your city STD code). We will then send you a Claim form to fill in and return to us. All Claims must be received within 30 days of the date of Card Loss. Please remember to include all the documents that we ask for, including Plain Paper Police Report, FIR if applicable, or local police report if the Card Loss occurs abroad. If you do not, we will not be able to process your Claim until we have received them. If we have received all the documents that we need, we aim to process Claims within 14 days.



# **Recording calls**

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in [English/Hindi] unless otherwise agreed.

### 3. The Policy

The Policy sets out the insurance cover that the Insurer will provide in return for your Insurance Fee during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to the insurance as listed in sections A2 and C hereto.

All Insurance Fees paid in respect of the Policy will be deemed to have been paid to the Insurer when received by CPP.

### 4. Terms and Conditions

# This section applies to both the Policyholder and any Joint Policyholder.

#### A: General conditions and exclusions

### **A1: Condition**

Your Cover under this Agreement depends on you meeting the following conditions.

- 1. You must meet all of our's and the Issuer's terms and conditions. This applies to terms and conditions set out here and any others which we change or add to this Agreement at a later date. Changes to the coverages already issued shall only be with your consent.
- 2. You must provide us with full and accurate information in connection with your Cover.
- 3. You must follow your Issuer's instructions and meet all their terms and conditions when using their Cards. We will not facilitate payment of any Claim where the Issuer tells us that you have not done this. The decision of your Issuer will be final.
- 4. You must report lost or stolen Cards to us **by telephone** within 24 hours of discovering the Card Loss.
- 5. You must do all that you reasonably can to avoid making a Claim and keep your Claims as low as possible.
- 6. You must provide the following documents while making a claim
  - a) Completed claim form in English/Hindi
- b) Attested Copy of FIR to Police (or stamped police notification) in regional language and translated in English/Hindi.
- c) Credit Card Statement certified by credit card division indicating fraudulent transactions and consumer loss liability.
  - d) Letter of Subrogation on Rs.100 stamp paper.



- 7. You must be **over the age of 18 years** and must be a resident of India.
- 8. You cannot make a Claim unless the Fee up to the date of claim has been paid.

#### **A2: Exclusions**

- 1. This Agreement does not Cover your liability to an Issuer if:
  - a. you use a Card in a way which the Issuer does not allow; or
  - b. someone other than you who lives at your Home uses the Card.
- 2. Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B1, B2 and B3 of this Agreement. However, there may be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control (i.e. political instability, regularity restrictions, war or natural disaster) and for which we cannot be held liable.

### A3: Length of Agreement and Fees

- 1. This Agreement provides Cover and enrolment into the Policy that begins on the Start Date and which continues for the period up to the Renewal Date in return for the Fee and the Insurance Fee. We will renew the Agreement on the Renewal Date unless you contact us before that date and ask us not to.
- 2. The Fee and the Insurance Fee may change from time to time but it will not change for this Agreement until the next Renewal Date at which point we will advise you of any fee change.
- 3. You must pay the Fee and the Insurance Fee in advance.

#### **A4:** Cancelling this Agreement

- 1. We will cancel your Agreement if we do not receive the Fee and the Insurance Fee on the date it is due. Cancellation of Insurance Agreement would be in consultation with the Insurance Provider. However, we may reinstate your Agreement if you then pay it.
- 2. We will cancel your Agreement if you have at any time:
  - a. given us false or incomplete information; or
  - b. agreed to help anyone try to take money from us or the Insurer dishonestly; or
  - c. failed to meet the terms and conditions of this Agreement, or to act openly and honestly towards us or the Insurer.
- 3. Cancellation by the Policyholder: If notice is provided within the first 30 days of cover a full refund is available. After 30 days the policy may be cancelled by the policyholder at any time by giving at least 14 days written notice to us. We will refund the Fee and the Insurance Fee by reference to the time cover provided, subject to a minimum retention of 50% of the total fees No refund of premium shall be due on cancellation under any circumstances if you have made a claim under the policy or if the cancellation notice is provided 9 months after the inception of the policy.



#### **A5: Other Insurance**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour or effected by or on behalf of You that would be applicable to any Claim, then the Insurer shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### **A6: Dishonest Claims**

If you make a Claim which is in any way dishonest or false, we will refuse to facilitate payment of any benefit under the Cover. If you receive a benefit under the Cover and we later discover that your Claim was dishonest or false, we will take steps to recover payment(s) made, either by us or the Insurer, from you.

### A7: Setting aside terms and conditions

If we or the Insurer choose to set aside a term or condition of this Agreement, this will not prevent us or the Insurer from relying on that term or condition in the future.

#### A8: Governing law

This Policy is governed by and must be interpreted in line with Indian law. We, the Insurer and you agree that all the disputes regarding this Agreement will be settled only in Indian courts.

#### **B:** Assistance Services

When you report a Card Loss to us, we will contact the Issuer and ask them to cancel the Card.

If you request them at the time of reporting your Card Loss, the benefits set out at B1, B2 and B3 may be available to you and you consent to us making such enquiries of such persons and/or organizations as are necessary to assess the Claim that you are making.

Any advance made to you under this Section B shall be interest free and repayable within 28 days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, the costs of which recovery may be added to the outstanding balance of the advance made.

### **B1:** Advance of Emergency Hotel Bills

- 1. If you are Abroad at the time of the Card Loss we will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 120,000Rs per Policyholder.
- 2. We will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 60,000Rs per Policyholder if you suffer a Card Loss in India.

#### **B2:** Emergency Cash Advance

1. If you are in India at the time of the Card Loss we will facilitate through an



authorized dealer an emergency cash advance for you of up to 20,000Rs for basic living expenses if some or part of your cash is lost or stolen at the same time as the Card Loss.

# **B3: Advance of Replacement Travel Tickets**

- 1. We will facilitate through an authorized dealer an advance for you of up to 120,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss when you are Abroad.
- 2. We will facilitate through an authorized dealer an advance for you of up to 60,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss whilst you are in India.

### **B4: Passport and driving licence**

1. If your passport or driving licence is lost or stolen while you are Abroad, we will help you with the notifications that you need to make and provide you with such contact details as are necessary.

### **B5:** Valuable document registration

1. If you register the details of your valuable documents with us (driving licence, share certificates, insurance policies etc), we will hold those details safe should you ever need to provide these details when the originals are not at hand.

#### C: Insurance Cover and benefits

## C1: If you lose your card

- 1. The Insurer will pay any amounts subject to sections 2 and 3 detailed below which you have to pay to an Issuer as a direct result of unauthorized use, and we will merely act as a facilitator between you and the Insurer for such payment.
- 2. The Insurer will not pay more than 100,000Rs under the Policy in aggregate subject to a limit of 40,000 Rs per individual Card in any Period of Agreement of any claim relating to the period before you reported the Card Loss and in any event will not pay for any loss incurred more than seven (7) days before the loss was reported, and we will merely act as a facilitator between you and the Insurer for such payment.
- 3. The Insurer will not pay more than 2,000,000Rs under the Policy in aggregate in any Period of Agreement of any claim relating to the period after you reported the Card Loss, and we will merely act as a facilitator between you and the Insurer for such payment.



### Premium - Joint membership (T III)

### **Your Terms & Conditions**

Please read this document carefully and keep it in a safe place

### 1. Definitions

**Abroad** – In a country other than India.

**Agreement** – These terms and conditions of the Card Protection Plan product and any changes to these.

**Card** – Your credit, charge, cash, cheque, debit, store and other similar cards.

**Card Loss** – Loss by you or theft from you of a Card during the Period of Agreement.

**Claim** – Any Claim you make under this Agreement.

**Cover** – The benefits available to you under this Agreement as listed in Sections B, B1, B2, B3, B4, B5 and C1 hereto.

**Fee** –Rupees 1945 a Year or any other amount we agree with you from time to time for each Period of Agreement.

**FIR** - means the First Information Report issued by the local police or such other authority as is appropriate in the circumstances.

**Home** – The place where you live, which you have given us the address for, before making any Claim.

**Insurance Fee** – 86 Rs a Year or any other amount paid by you under the Policy to the Insurer including applicable service tax.

Insurer – Bajaj Allianz General Insurance Co. Ltd. 2007 IRDA Reg. No. 113.

**Issuer** – The issuers of the Cards.

**Joint Policyholder** – The nominated second party that the person responsible for this agreement has tld us is the additional policyholder

Pay Card – The Card from which the Fee and the Insurance Fee will be collected.

**Period of Agreement** – An initial 12 month period starting on the Start Date and subsequently including any future 12 month periods for which you make a renewal payment.

**Plain Paper Police Report** – means a report prepared by the local police or such other authority and duly stamped by them in cases where an FIR may not be issued under applicable law.

**Policy** – The group policy issued by the Insurer in our favour, being the master policy number OG-09-9999-9960-00000025, for your sole benefit.

**Policyholder** – The person you have told us is responsible for this Agreement.

**Renewal Date** – The renewal date shown in the renewal letter which we send to you or which we tell you about at any other time.

**Start Date** – The start date shown in your welcome letter which we send to you.

**Unauthorised Use** – Use of the Card by someone else other than you following Card Loss.

We, us, our – CPP Assistance Services Private Limited.

**Year** – A period of 12 consecutive months.



**You, your** – The Policyholder and where the circumstances are applicable, the Joint Policyholder.

#### Your Contract with us and our role

Under these terms and conditions and on payment of the Fee you have a contract with us for the provision of the Cover (as defined above) and as better described in Section B of these terms and conditions. On payment of the Insurance Fee by you to the Insurer, you will be enrolled in the Policy, and will be entitled to certain insurance benefits as better described within Section C of these terms and conditions.

In addition to providing the Cover, CPP acts as an administrator for the Insurer in respect of the insurance benefits. This gives you one point of contact and will enable the Insurer to deal with your claim or query quickly and concisely.

Our role in discharging our obligations hereunder shall be that of a mere facilitator, and we are not and shall not be liable to you for any claim, loss, damage, or compensation caused in relation to or arising from or in connection with the Policy.

# 2. Data Protection Notice

# Your personal details

We will use the information you provide to:

- manage this Agreement;
- collect payments when due; and
- process any Claim you make in connection with lost or stolen Cards.

We will collect the Fee from the Card that you have told us is the Pay Card. We will also collect the Insurance Fee as detailed below on behalf of the Insurer from the Card that you have told us is the Pay Card and remit it to the Insurer on your behalf. If you no longer want your Policy to cover the Pay Card or we cannot collect the fee from the Pay Card, we will collect your payments from any other Card you have registered with us and in registering your cards with us, you are giving your consent to these cards being charged with your payments.

86 (eighty six) Rupees payable per Beneficiary enrolled into the Premium (Tier 3) Card Protection Product, including service tax.

If you report a lost Card to us, we will pass your name and address and the details of the Card to the Issuer so that they can cancel it and provide a replacement. If you tell us that your address has changed, we will pass your new address details to your Issuer so that they can update their records.

We may ask your Issuer to tell us about changes in your contact details / details specifically related to the insured items (subject to any disclosure contract in this regard that you may have with the Issuer) so we can update your Policy records. This may



include asking for updated or new Card numbers or bank account details and for information about changes to any personal contact details (e.g. telephone, mobile phone or fax numbers or email addresses).

#### For Assistance Services as described under Section B

We may pass your personal information to our approved with your due consent suppliers so that we can send correspondence to you.

We and our approved suppliers may also use your personal information to contact you about goods and services that might interest you or invite you to take part in market research surveys. You may be contacted either by post, phone or e-mail for these purposes. If you would prefer this not to happen, please let us know when you register your Cards, or call us at any time if you change your mind.

To avoid contacting you unnecessarily about products you may already have, we will compare your details with information on prospect files prepared by our Issuers. When we do this we may need to tell your Issuer that you have an Agreement with us and disclose enough personal data to enable your Issuer to identify you on these files.

By taking out this Agreement you consent that for the better performance of this Agreement we may transfer your data to a country outside India. If we do transfer your data outside India, we will make the appropriate checks to ensure that your data is adequately protected.

#### Kev tags

We will provide a key tag with our contact details.

## **Complaints**

If at any time you want to tell us about a problem with your Policy or Cover, please call us on 1800-419-4000 (Toll-free) or +91-921244-4000 or 6000-4000 (if calling from a mobile phone, please prefix your city STD code) or you can write to the Complaints Manager at:

CPP Assistance Services (Pvt) Ltd P O Box No 4337, Kalkaji Post Office, New Delhi - 110019

## Claims

If you need to make a Claim on your Policy or under your Cover, please call us any time on 1800-419-4000 (Toll-free) or 6000-4000 (if calling from a mobile phone, please prefix your city STD code). We will then send you a Claim form to fill in and return to us. All Claims must be received within 30 days of the date of Card Loss. Please remember to include all the documents that we ask for, including Plain Paper Police Report, FIR if applicable, or local police report if the Card Loss occurs abroad. If you do not, we will not be able to process your Claim until we have received them. If we have received all



the documents that we need, we aim to process Claims within 14 days.

## **Recording calls**

We record all phone calls to us. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

All communications and policy documents will be in [English/Hindi] unless otherwise agreed.

### 3. The Policy

The Policy sets out the insurance cover that the Insurer will provide in return for your Insurance Fee during the period of insurance. It also sets out all the conditions, limits of liability and exclusions that apply to the insurance as listed in sections A2 and C hereto.

All Insurance Fees paid in respect of the Policy will be deemed to have been paid to the Insurer when received by CPP.

# **4. Terms and Conditions**

# This section applies to both the Policyholder and any Joint Policyholder.

### A: General conditions and exclusions

#### A1: Condition

Your Cover under this Agreement depends on you meeting the following conditions.

- 1. You must meet all of our's and the Issuer's terms and conditions. This applies to terms and conditions set out here and any others which we change or add to this Agreement at a later date. Changes to the coverages already issued shall only be with your consent.
- 2. You must provide us with full and accurate information in connection with your Cover.
- 3. You must follow your Issuer's instructions and meet all their terms and conditions when using their Cards. We will not facilitate payment of any Claim where the Issuer tells us that you have not done this. The decision of your Issuer will be final.
- 4. You must report lost or stolen Cards to us **by telephone** within 24 hours of discovering the Card Loss.
- 5. You must do all that you reasonably can to avoid making a Claim and keep your Claims as low as possible.
- 6. You must provide the following documents while making a claim
  - a) Completed claim form in English/Hindi
- b) Attested Copy of FIR to Police (or stamped police notification) in regional language and translated in English/Hindi.



- c) Credit Card Statement certified by credit card division indicating fraudulent transactions and consumer loss liability.
  - d) Letter of Subrogation on Rs.100 stamp paper.
- 7. You must be **over the age of 18 years** and must be a resident of India.
- 8. You cannot make a Claim unless the Fee up to the date of claim has been paid.

#### **A2: Exclusions**

- 1. This Agreement does not Cover your liability to an Issuer if:
  - a. you use a Card in a way which the Issuer does not allow; or
  - b. someone other than you who lives at your Home uses the Card.
- 2. Every effort will be made to provide you with emergency funds in line with the terms and conditions set out in sections B1, B2 and B3 of this Agreement. However, there may be times when it will not be possible to arrange for the transfer of funds to some countries or remote geographical locations due to events or conditions that are out of our control (i.e. political instability, regularity restrictions, war or natural disaster) and for which we cannot be held liable.

### A3: Length of Agreement and Fees

- 1. This Agreement provides Cover and enrolment into the Policy that begins on the Start Date and which continues for the period up to the Renewal Date in return for the Fee and the Insurance Fee. We will renew the Agreement on the Renewal Date unless you contact us before that date and ask us not to.
- 2. The Fee and the Insurance Fee may change from time to time but it will not change for this Agreement until the next Renewal Date at which point we will advise you of any fee change.
- 3. You must pay the Fee and the Insurance Fee in advance.

## **A4:** Cancelling this Agreement

- 1. We will cancel your Agreement if we do not receive the Fee and the Insurance Fee on the date it is due. Cancellation of Insurance Agreement would be in consultation with the Insurance Provider. However, we may reinstate your Agreement if you then pay it.
- 2. We will cancel your Agreement if you have at any time:
  - a. given us false or incomplete information; or
  - b. agreed to help anyone try to take money from us or the Insurer dishonestly; or
  - c. failed to meet the terms and conditions of this Agreement, or to act openly and honestly towards us or the Insurer.
- 3. Cancellation by the Policyholder: If notice is provided within the first 30 days of cover a full refund is available. After 30 days the policy may be cancelled by the policyholder at any time by giving at least 14 days written notice to us. We will refund the Fee and the Insurance Fee by reference to the time cover provided, subject to a minimum retention of 50% of the total fees No refund of premium shall be due on cancellation under any circumstances if you have made a claim under the policy or



if the cancellation notice is provided 9 months after the inception of the policy. This is not an option available to the Joint Policyholder.

#### **A5: Other Insurance**

If, at the time of any claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour or effected by or on behalf of You that would be applicable to any Claim, then the Insurer shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

#### A6: Dishonest Claims

If you make a Claim which is in any way dishonest or false, we will refuse to facilitate payment of any benefit under the Cover. If you receive a benefit under the Cover and we later discover that your Claim was dishonest or false, we will take steps to recover payment(s) made, either by us or the Insurer, from you.

### A7: Setting aside terms and conditions

If we or the Insurer choose to set aside a term or condition of this Agreement, this will not prevent us or the Insurer from relying on that term or condition in the future.

# **A8:** Governing law

This Policy is governed by and must be interpreted in line with Indian law. We, the Insurer and you agree that all the disputes regarding this Agreement will be settled only in Indian courts.

#### **B:** Assistance Services

When you report a Card Loss to us, we will contact the Issuer and ask them to cancel the Card.

If you request them at the time of reporting your Card Loss, the benefits set out at B1, B2 and B3 may be available to you and you consent to us making such enquiries of such persons and/or organizations as are necessary to assess the Claim that you are making.

Any advance made to you under this Section B shall be interest free and repayable within 28 days of the advance being made. In the event of the advance not being repaid then steps will be taken to recover the advance, the costs of which recovery may be added to the outstanding balance of the advance made.

### **B1: Advance of Emergency Hotel Bills**

- 1. If you are Abroad at the time of the Card Loss we will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 120,000Rs per Policyholder.
- 2. We will facilitate through an authorized dealer an advance direct to your hotel to cover your hotel bill up to 60,000Rs per Policyholder if you suffer a Card Loss in



India.

### **B2:** Emergency Cash Advance

1. If you are in India at the time of the Card Loss we will facilitate through an authorized dealer an emergency cash advance for you of up to 20,000Rs for basic living expenses if some or part of your cash is lost or stolen at the same time as the Card Loss.

### **B3: Advance of Replacement Travel Tickets**

- 1. We will facilitate through an authorized dealer an advance for you of up to 120,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss when you are Abroad.
- 2. We will facilitate through an authorized dealer an advance for you of up to 60,000Rs to replace travel tickets so that you can return to the travel destination nearest your home. We will do this if your travel tickets have been lost or stolen at the same time as the Card Loss whilst you are in India.

# **B4: Passport and driving licence**

1. If your passport or driving licence is lost or stolen while you are Abroad, we will help you with the notifications that you need to make and provide you with such contact details as are necessary.

### **B5:** Valuable document registration

1. If you register the details of your valuable documents with us (driving licence, share certificates, insurance policies etc), we will hold those details safe should you ever need to provide these details when the originals are not at hand.

# C: Insurance Cover and benefits

# C1: If you lose your card

- 1. The Insurer will pay any amounts subject to sections 2 and 3 detailed below which you have to pay to an Issuer as a direct result of unauthorized use, and we will merely act as a facilitator between you and the Insurer for such payment.
- 2. The Insurer will not pay more than 100,000Rs under the Policy in aggregate subject to a limit of 40,000 Rs per individual Card in any Period of Agreement of any claim relating to the period before you reported the Card Loss and in any event will not pay for any loss incurred more than seven (7) days before the loss was reported, and we will merely act as a facilitator between you and the Insurer for such payment.
- 3. The Insurer will not pay more than 2,000,000Rs under the Policy in aggregate in any Period of Agreement of any claim relating to the period after you reported the Card Loss, and we will merely act as a facilitator between you and the Insurer for such payment.