

Internet Purchase Protection Policy Wordings



WITH YOU ALWAYS

Tata AIG General Insurance Company Limited (hereinafter called "the Company") will provide the insurance cover detailed in the Policy to the Insured described in the schedule up to the Sum Insured subject to the terms, conditions and exceptions of this Policy, Insured's payment of premium, and Insured's statements in the Proposal, which is incorporated into the Policy and is the basis of it

I. DEFINITIONS

The following definitions apply to this **Policy**:

Internet Purchase means the act of purchasing **good(s)** over the internet via **internet banking** or **payment card** having **Valid Account**.

Good(s) mean brand new retail items of personal property which are purchased on the Internet subject to the Terms, Conditions and Exclusions of this **policy**.

Payment card means any debit card or credit card issued by a qualified financial institution for personal use only.

Internet Banking is a system that allows you to use the Internet to communicate with your bank, check your account, allow transfer funds and pay bills etc..

Valid Account: Wherever payment is made by **payment card**, your payment card account must be valid and in good standing for coverage to apply.

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, or drafts that have been endorsed by **you** before being **stolen**.

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

Insurer means TATA AIG General Insurance Company Ltd. and referred to as Company in the **Policy**.

Policy means **Your** proposal, the Schedule, **Our** covering letter to **You**, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of Insurance.

Policy Period: The Period of time **You** are covered by this insurance from the effective date to the expiration date.

Seller means an online retailer with a registered company postal address in INDIA.

We, Our, Us - means **TATA AIG General Insurance Company Ltd.**

You and **Your** means "named insured" shown in the Policy Schedule.

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.

Business means:

- A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- Any other activity engaged in for money or other compensation.

Theft means an act of directly or indirectly and illegally permanently depriving you and/or your family of the possession of the contents by any person by violent or forceful means or otherwise.

Burglary means the taking of **your** property by a person or persons who illegally entered the premises using force or violence of which there shall be visible signs of entry.

Short Period Rates means:

Period	% of annual premium
Not Exceeding 1 month	1/4 th of annual rate
Exceeding one month but not exceeding 3 month	1/2 of the annual rate.
Exceeding 3 month but not exceeding 6 month	3/4 th of annual rate.
Exceeding 6 month	Full annual Rate.

II. COVERAGES

What We Cover:-

We will cover **Good(s)** against non-delivery if the **Good(s)** have not been delivered and the **Seller** has failed to refund **you** to **your** credit or debit card or bank account by no later than the 60th day after making online payment. We will also cover delivered **Good(s)** against loss or damage due to fire, burglary, theft or any accidental damage for number of days, as specified in the schedule, from the date of making online payment.

What We do not cover:-

We will not cover

- i. lawful confiscation by Police, Government Agencies, Courts or other empowered authorities;
- ii. any fraudulent, illegal act by you.
- iii. jewellery, fine art, precious metals, gems, antiques and collectable items unless specifically declared and accepted by us.
- iv. animals or plant life.
- v. cash, bullion, negotiable instruments, shares, travelers Cheques, or tickets of any description (including but not limited to tickets for sporting and entertainment events, and travel)
- vi. consumable or perishable items (including but not limited to food, flowers, drink, drugs, nutrition supplements);
- vii. motor vehicles, motor cycles or motor scooters, watercraft, aircraft
- viii. **good(s)** purchased for business/commercial use including items purchased for re-sale or tools of trade or profession

- ix. access to internet websites, software or data files downloaded off the internet including music files, photos, reading material, books and movies
- x. services provided via the internet such as hotel bookings, car rental, financial advice
- xi. **good(s)** purchased from a natural person either through a private transaction or an online auction website.
- xii. any used rebuilt, refurbished, or remanufactured items at the time of purchase.
- xiii. shipping and handling expenses or installation, assembly related costs.
- xiv. contractual / legal liability or any consequential loss.
- xv. **good(s)** that were lost or stolen from a vehicle.
- xvi. **good(s)** you have rented or leased.
- xvii. losses that are caused by vermin, insects, termites, mold, wet or dry rot, bacteria or rust.
- xviii. 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.
- xix. **good(s)** 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);
- xx. **good(s)** that you damaged through alteration (including cutting, sawing, and shaping);
- xxi. **good(s)** left unattended in a place to which the general public has access.
- xxii. losses due to or related to nuclear, biological or chemical event.
- xxiii. Losses that **you** have intentionally caused;
- xxiv. Theft or burglary Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.

Coverage Conditions:-

- I. The delivery address for the **Good(s)** must be to **your** postal address in INDIA.
- ii. **You** must take all necessary action against the **Seller** to send replacement **Good(s)** or refund the purchase amount to **you**.
- iii. The condition precedent for the **Insurer's** liability is that **You** have informed the **Seller** in writing and by registered mail of the Non-delivery of **Good(s)** and demanded replacement **Good(s)** or a full refund and the **Good(s)** have not been delivered.
- iv. In the event that a claim for non-delivery is paid to **You**, and the original **Good(s)** eventually arrive, **you** should pay back any indemnity received to Company.
- v. **You** will cooperate with **us** and help **us** to enforce any legal rights **you** or **we** may have in relation to **your** claim.
- vi. The damage or loss of the items must be within number of days as specified in the Schedule from the purchase date.
- vii. **We** will decide whether to have the item repaired or replaced, or to reimburse **you** (cash or credit) up to the amount charged to you not exceeding the original purchase price.
- viii. 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.
- ix. For **theft** claims, **you** must provide an official police report regarding the incident to **us** within the required time frame.

Duties after an Incident or loss:-

If an event occurs that may give rise to a claim under this **Policy**, or there are circumstances that are likely to give rise to a claim, **You** must:

- 1. Contact **us** at < 1800 266 7780 > within 3 days of discovering a covered incident to obtain a claims form and instructions from Company on how to proceed.
- 2. **You** shall file a police report (In case of **theft & burglary**) within 24 hours of discovering a covered incident.
- 3. Complete, sign and return the claims form with the following documents:

For Non Delivery:-

- I. A print out of the order (e – mail), any confirmation of acceptance of the order sent by merchant or a print out of the order screen page.
- II. Copies of all relevant receipts, registered letter / email sent to Seller informing non delivery of **good(s)**, bank account / credit card / debit card statements, Police Reports (if required or lodged by you) and other documents as well as detailed particulars and proof of your loss as Company may reasonably require.

For physical loss / damage:-

- I. A print out of the order (e – mail), any confirmation of acceptance of the order sent by merchant or a print out of the order screen page.
- II. Copy of Invoice or any other document (if required) confirming date of delivery.
- III. Other relevant documents **We** may ask you to provide, including but not limited to police report (where necessary) and/ or the repair estimate (for damage claim only), repair bill.
- 4. disclose to Company details of any other insurance cover under which **you** are entitled to claim and must first make a claim under that insurance;
- 5. Return claims form and accompanying documents to **us** within 7 days of making the original claim.
- 6. For damage claims, **you** may be required to send in the damaged **Good(s)**, at your expense, for further evaluation of **your** claim.

IV. POLICY CONDITIONS

- 1. **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 affected.
- 2. **Duty of Disclosure:-** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

3. Excess of Other Insurance Coverage:-

Coverages provided by this policy are EXCESS; this means that if, at the time of occurrence, **You** have other valid insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the coverage.

4. Policy Limitation:-

The liability of Company under this **Policy** shall not exceed the actual purchase price (inclusive of VAT but excluding any delivery or handling charges) that **you** paid for the **Good(s)** using a Credit or Debit card or internet banking, Subject to the Policy limits fixed per occurrence or / and per **policy period** as per policy schedule. Company will consider all **Goods** purchased in one transaction and sent for delivery together as one claim.

5. 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 in each coverages section. **You** are required to cooperate with us in investigating, evaluating and settling a claim.

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

7. SUBROGATION: The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any right and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

8. 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. We shall not pay any claim under this **Policy** when **you** have procured, instigated or deliberately caused non-delivery of the **Good(s)**.

9. CANCELLATION: The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation. In the event of cancellation of this Policy on grounds of mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled on the grounds of non-cooperation of the insured or insured has initiated cancellation of the policy then the premium shall be computed in accordance with company's short period rate for the period the Policy has been in force provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no refund of premium. Return of the premium by the Company will be subject to retention of the minimum premium.

10. ARBITRATION AND DISCLAIMER: 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 the parties to or if they cannot agree 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

12. RENEWAL NOTICE: the Company shall not be bound to issue any renewal notice or to accept renewal premium hereunder.

13. GOVERNING LAW: - This Policy shall be governed by the law of India.

Grievance Redressal Procedure:

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780 or 022-66939500 (tolled)) or you may email to the customer service desk at customersupport@tata-aig.com.

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at head.customerservices@tata-aig.com After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

INSURANCE OMBUDSMAN CENTRES

Office Details	Jurisdiction of Office Union Territory, Charge District	Date of Taking
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in	Karnataka.	14-08-2014
BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgar.	27-05-2013
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.	22-07-2014
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	21-09-2012
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	09-05-2013
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.	15-07-2014
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	
HYDERABAD - Shri. G. Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	15-05-2013
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.	10-10-2014
ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	14-07-2014

Office Details	Jurisdiction of Office Union Territory, Charge District	Date of Taking
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	30-07-2014
LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	04-08-2014
MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	16-05-2013
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.	
PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	10-09-2014

GOVERNING BODY OF INSURANCE COUNCIL

GOVERNING BODY OF INSURANCE COUNCIL,
3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.

Tel.: 022 - 26106889 / 671 / 980
Fax: 022 - 26106949
Email: inscoun@gbic.co.in

Smt. Ramma Bhasin, Secretary General
Shri. Y.R. Raigar, Secretary

IRDA of India Regulation No. 5: This Policy is subject to regulation 5 of IRDA (Protection of Policyholder's Interests) Regulation.

Tata AIG General Insurance Company Limited

Registered office: Peninsula Business Park, Tower A, 15th Floor, G. K. Marg, Lower Parel, Mumbai - 400 013.
UIN No. TAG-MO-P16-46-V01-15-16 IRDA of India Registration Number: 108,
CIN: U85110MH2000PLC128425
Toll Free Helpline No. 1800 266 7780 • Visit us at www.tataaiginsurance.in

UIN: TAG-OT-P15-57-V01-14-15, Tata AIG General Insurance Company Limited, Internet Purchase Protection, Policy Wordings