

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

Registered Office: 2nd Floor, "DARE House", 2, N.S.C. Bose Road, Chennai – 600 001.

Toll free: 1800 208 9100, T: +91 (0) 44 4044 5400, F: +91 (0) 44 4044 5550

E: customercare@cholams.murugappa.com; website: www.cholainsurance.com

IRDA Regn. No.123; PAN AABCC6633K CIN U66030TN2001PLC047977



GROUP DOMESTIC TRAVEL INSURANCE

CHOTGDP23004V012223

Policy Wordings

c. Co-Payment applicable to Travel Service Supplier Insolvency:

It is also hereby agreed and declared that the Insured Person shall bear a co-payment as specified in the Policy Schedule/Certificate. Co-Payment shall be applied on the admissible claim amount in respect of each and every claim.

This benefit is over and above the Base Sum Insured.

Endorsement no.23 – CAR RENTAL EXCESS INSURANCE:

a. Coverage

The policy shall reimburse to the Insured/ Insured Person up to the limit of sum Insured as specified in the policy schedule/certificate the "Excess Amount" that the Insured is obliged to pay arising from physical loss of or damage to the rental car whilst in the Insured's control and custody during the covered trip. This policy covers the Excess Charge following the theft or damage to Rental car including the undercarriage, windows and tyres. The policy will also reimburse to the Insured for the costs of followings for which the Insured is liable in case of insured event:

1. **CAR RENTAL KEY COVER:** Replacing a lost or stolen rental car key, including replacement of locks and locksmith charges up to 20% of limit of indemnity under this section
2. **MISFUELING COVER:** Cleaning out the engine and fuel system and associated towing costs up to 20% of the limit of indemnity as mentioned in the schedule, in case the Insured put wrong type of fuel in its rented vehicle,
3. **TOWING COSTS COVER:** Towing or recovery costs following an accident or breakdown involving the Rental Vehicle, up to a maximum of 20% of the limit of indemnity under this section.

b. Co-Payment applicable to Car Rental Excess Insurance:

It is also hereby agreed and declared that the Insured Person shall bear a co-payment as specified in the Policy Schedule/Certificate. Co-Payment shall be applied on the admissible claim amount in respect of each and every claim.

This benefit is over and above the Base Sum Insured.

UNDER NO CIRCUMSTANCES THE TOTAL PAYMENT FOR ALL ABOVE CONTINGENCIES SHALL EXCEED THE LIMIT AS SHOWN IN THE SCHEDULE OF POLICY UNDER THIS SECTION

c. Specific Conditions applicable to Car Rental excess Insurance:

1. All insured drivers must hold a valid and effective driving license, or hold a fully recognized license which must be effective at the time of incident.
2. Except with the written consent of the insurers, no person is entitled to admit liability on their behalf or to give any representations or other undertakings binding upon them. The insurer shall be entitled to the absolute conduct, control and settlement of all proceedings arising out of or in connection with claims in the name of the insured person.
3. The insurers may at their option take proceedings in the name of the insured person to recover compensation from any Third party in respect of any indemnity provided under this insurance and any amounts so recovered shall belong to the insurers and the insured person shall render all reasonable assistance to the insurers.

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4. The cover under this section will incept from the time the Insured Person takes legal control of Rental Car and will cease at the time Rental Agency assumes back control of rented car, subject always to the condition that the custody of such rental car with the Insured Person is during the period of his covered Trip only.

d. Specific Exclusions applicable to Car Rental Excess Insurance:

The Company shall not be liable in respect of any claim made of:

1. Loss or destruction of or damage to any property whatsoever, or any liability, loss or exposure whatsoever resulting or arising there from or any consequential loss directly caused by or contributed to or arising from
 - (a) ionizing radiation or contamination by radioactivity from any Nuclear fuel or any waste and the combustion of nuclear fuel or
 - (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof.
2. Operation of the vehicle in violation of the terms of the rental agreement.
3. Automobiles, or other vehicles, which are not rental vehicles and not rented from a licensed rental agency.
 1. whether by the Insured Person or by any person acting on behalf of the Insured Person.
 2. Any loss falling under the 'General Exclusions' Section of the Policy.
4. The rental of certain vehicles namely, motor homes, trailers or caravans, vans, trucks, non-passenger carrying vehicles, vehicles that carry more than 9 people including the driver, motorcycles, mopeds, motorbikes, off-road vehicles and recreational vehicles.
5. Expenses reimbursed by the insured person's employers' Insurer.
6. Applicable to car rental key cover – replacement of locks when only the parts need to be changed.
7. Applicable to misfueling cover – repair or replacement of any mechanical part or damage to engine arising from the use of the incorrect fuel, i.e. only cleaning charges are payable under this section.

Endorsement no.24 – PERSONAL LIABILITY:

a. Coverage

The Company shall indemnify the Insured/ Insured Person towards legal liability of the Insured/ Insured Person to a third party for an incident which results in accidental death, injury or damage to the health or property of such third party whilst on a trip during the period of insurance covered by this Policy, up to the limits specified in the Policy Schedule/Certificate. The incident leading to the legal liability of the Insured/ Insured Person should have occurred during the period of insurance and whilst on a trip covered by this Policy.

A Deductible as mentioned in the Policy Certificate shall be separately applicable for each and every claim made under this Benefit.

This benefit is over and above the Base Sum Insured.

b. Special Exclusions applicable to Personal Liability:

The Company shall not be liable to make any payment under this Section in respect of the following:

- 1 Any claim arising from Insured's/ Insured Person's personal contractual liability or through promises made by the Insured/ Insured Person.
- 2 Any claim of personal liability of the Insured/ Insured Person towards his/her family, relations and travelling

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- companions, whether personal or official.
- 3 Any claim resulting from transmission of an illness or disease by the Insured/ Insured Person.
 - 4 Any claim for damage resulting from professional activities/ sports involving the Insured/ Insured Person.
 - 5 Any claim for liability, arising directly from or due to:
 - a) possession of animals, birds, reptiles, insects etc. and their by- products like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
 - b) ownership or possession of vehicles, aircrafts, water crafts, or activities of the insured/insured person involving parachuting, hand-gliding, hot air ballooning or use of fire arms.
 - c) Any willful, negligent, malicious or unlawful act.
 - d) Insanity, the use of any alcohol/drugs (except as medically prescribed) or drug addiction.
 - e) Any supply of goods or services on the part of the Insured/Insured Person.
 - f) Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
 - 6 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

c. Special Conditions applicable to Personal Liability:

- 1 The Company shall be responsible for contesting unjustified claims against the Insured/Insured Person and providing indemnity for the damages, which the Insured/Insured Person has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a Court of Law.
- 2 If there is a legal action in process against the Insured/Insured Person over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured/Insured Person at the Company's sole discretion.
- 3 The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured/Insured Person the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim, the Company may relinquish the same.
- 4 In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under these Special Conditions.

Endorsement no.25 – LEGAL EXPENSES:

a. Coverage

The policy shall reimburse the legal costs and expenses incurred by the Insured/ Insured Person, as the case may be, towards claims for from third parties for compensation for accidental death or disablement arising due to an injury, whilst on a trip, up to the limits specified in the Policy Schedule.

The benefit under the Section is limited to the Sum Insured as specified in the Policy Schedule/certificate.

A Deductible as mentioned in the Policy Certificate shall be separately applicable for each and every claim made under this Benefit.

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This benefit is over and above the Base Sum Insured.

b. Special Exclusions applicable to Legal Expenses:

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Any existing physical disability.
2. Accidents due to sleep disorders, hypnosis, tolerance and / or withdrawal symptoms due to intake of psychoactive drugs, stimulants, sedatives, narcotics, hallucinogens.
3. Damage to health caused by curative measures, radiation, Infection, poisoning except where these arise from an accident.
4. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of accidental death.
5. Any other claim after a claim for accidental death has been admitted by the Company and becomes payable.
6. Any claim which arises out of an accident connected with the operation of an aircraft (Including Cabin Crew) or which occurs during parachuting except when the Insured/Insured Person is flying as a Fare Paying passenger in a multi-engine, scheduled commercial aircraft or Air Charter company.
7. Payment of compensation in respect of accidental death, injury or disablement of the Insured/Insured Person from;
 - a. intentional self-injury, suicide, or attempted suicide.
 - b. whilst under the influence of intoxication, liquor or drugs.
 - c. arising or resulting from the insured/insured person committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion.
 - d. whilst engaging in speed contest or racing of any kind, hunting, bungee jumping, parasailing, ballooning, skydiving, paragliding, hand gliding, mountaineering or rock climbing, potholing, abseiling, deep sea diving, polo, snow and ice sports, etc. unless specifically covered and duly mentioned in the Policy Schedule.
8. Any consequential loss or damage cost or expense of whatsoever nature.
9. Accidental Death or disablement resulting, directly caused by, contributed to or aggravated or prolonged by childbirth, maternity or pregnancy or in consequence thereof, venereal disease or infirmity.
10. Payment of compensation in respect of accidental death, injury or disablement of the Insured/Insured Person, due to or arising out of or directly connected with or traceable to act of terrorism or terrorist activities.
11. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Endorsement no.26 – HOME BURGLARY INSURANCE (CONTENTS):

a. Coverage

This Section provides for indemnity, against any loss, destruction or damage to the contents of the Insured's home in India caused by burglary and/or housebreaking specified hereunder whilst the Insured is on a trip covered by the Policy.

The maximum amount payable under this Section as indemnity is limited to the Sum Insured as specified in the Policy Schedule/certificate in any one period of insurance irrespective of the number of such incidents or occurrences arising out of such incidents.

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Jewellery kept in safe will be covered under this benefit as part of contents up to 20% of the Sum Insured as specified in the Policy Schedule or actuals whichever is less.

b. Special Exclusions applicable to Home Burglary Insurance (contents):

The Company shall not be liable to make any payment under this Policy for:

1. Loss or damage caused by the Insured/Insured Person's and/or Insured/Insured Person's employee(s) or agents and/ or Insured/Insured Person's Family member's direct or indirect involvement in the actual or attempted burglary.
2. Any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards, precious stones that are not part of jewellery or ornaments, gold bullion (unless previously specifically declared to, and accepted by, the Company in writing).
3. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever.
4. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
5. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
6. Consequential loss or legal liability of any kind.
7. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
8. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

Terrorism Damage 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 of 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 expense 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.