

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**

of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.

- c. The premium payable for the extension of the Policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
- d. Provided further that for an Insured, the maximum trip duration (including the extension as provided earlier) shall not exceed 365 days in total.

5. Premium Chargeable:

The premium charged shall be based on the number of man days insured in each category at the commencement of the Policy Period, as declared by the Insured Person. Depending on the actual number of man days covered in the Policy Period in each category as at the last day of such Policy period, if the premium calculated on the actual number of man days shall differ from the premium charged at the commencement of the Policy, then such difference shall be paid to the Company or refunded by the Company as the case may be.

6. Disclosure of Information:

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the Insured/Insured Person.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

II. CONDITIONS APPLICABLE DURING THE CONTRACT**7. Obligations of the Insured/ Insured Person:**

- a) Insured/ Insured Person shall provide to the Company or the Assistance Service Provider appointed by the Company, on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits.
- b) If requested to do so by the Company or the Assistance Service Provider appointed by the Company, the Insured/ Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by the Assistance Service Provider. For the purpose of settlement of claims only. The cost towards the medical examination shall be borne by the Company.
- c) The Company or the Assistance Service Provider appointed by the Company is authorized to take all measures which includes the Insured/ Insured Person's transportation back to his/her usual place of residence in India. The transportation of the Insured/ Insured person back to his/her usual place of residence in India shall be done only on agreement and confirmation from the attending medical practitioner that the Insured/ Insured Person is capable of being transported to his/her usual place of residence in India with consent from Insured/Insured Persons.
- d) The Company shall be released from any obligation to pay benefits under this Policy, if any, of the aforementioned obligations are breached by the Insured/ Insured Person.

8. Condition Precedent to Admission of Liability:

The terms and Conditions of the policy must be fulfilled by the Insured Person for the Company to make any payment for claim(s) arising under the policy.

9. Geography:

This Policy applies to incidents anywhere in India while travelling.

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10. No constructive Notice:

Any knowledge or information of any circumstance or condition in connection with the **Insured Person** in possession of any official of the **Company** shall not be notice to or be held to bind or prejudicially affect the **Company** notwithstanding subsequent acceptance of any premium.

11. Multiple Claims:

In the event a claim is payable in multiple sections under this policy the Company's liability will be restricted to the highest amount payable per section. This will not apply to the following sections: Accidental Death (AD); Permanent Total Disability (PTD); Permanent Partial Disablement (PPD)

12. Nomination

The Insured is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the Insured. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the Insured, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Insured whose discharge shall be treated as full and final discharge of its liability under the policy.

13. Fraud

If any claim made by the Insured Person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a) the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b) the active concealment of a fact by the insured person having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

III. CONDITIONS WHEN A CLAIM ARISES

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14. Claims Procedure:

1. In the event of an accident or sudden illness which is likely to give rise to a claim under this Policy, the Insured Person shall immediately contact the Assistance Service Provider giving details of the Policy issued to him/her. The details of phone numbers and Helpline are given in the Schedule/Certificate attached to this Policy.
2. The Insured Person or his representative shall provide to the Assistance Service Provider maximum information about the illness, accident or occurrence as is available, as well as other information such as the Policy number etc. Assistance Service Provider shall assist the Insured Person in getting admitted in to a hospital / getting treatment from a Medical Practitioner as an outpatient.
3. Where it is not possible to make an emergency call before consulting a Medical Practitioner or going into hospital, the Insured Person shall contact the Assistance Service Provider as soon as possible. In either case, when being admitted as a patient, the Insured Person shall inform the Medical Practitioner or personnel at the hospital, the details of his/her policy coverage and shall state the details of the Assistance Service Provider and request them to contact them.
4. All necessary claim documents should be furnished to the Company/ Assistance Service Provider by the policy holder/insured to make a claim. However, claims filed even beyond such period should be considered if there are valid reasons of any delay.
5. If proper intimation is given, the Assistance Service Provider shall give a cashless authorisation to the hospital / other providers for the costs of hospitalization under Scope of Coverage under the Policy. These costs will be settled directly by the Assistance Service Provider on behalf of and for the account of the Company. The Insured Person shall release Medical Practitioners/hospital contacted by Assistance Service Provider from their duty not to disclose information about his/her case.
6. In such cases, the Insured Person before his discharge from the Hospital, shall fill up and sign the claim form and hand over the same to the Hospital authorities to be handed over to Assistance Service Provider. Please send the duly signed claim form along with all the documents to designated TPA within 30 days of the occurrence of the Incident. However, claims filed even beyond such period should be considered if there are valid reasons of any delay.
7. Where no information is given to Assistance Service Provider and the payment for hospital treatment / outpatient treatment has been made by the Insured Person, the reasons therefore shall have to be given by the Insured Person along with the claim form giving details of treatment and bills for expenditure to the Company or Assistance Service Provider. After examining the facts and establishing the liability, in consultation and with the approval of the Company, Assistance Service Provider will reimburse to the Insured Person the costs incurred within the Scope of Coverage of the Policy on behalf of and for the account of the Company.
8. Besides where the Insured Person and Assistance Service Provider agree that even though the procedure under Claims Procedure is complied with, the claim should be settled on a reimbursement basis (in consultation and with the approval of the Company), then it will be done so accordingly.

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9. The Company shall only be liable to indemnify if, besides proof of insurance cover, the documentary proofs required as per the claims procedure stated in the Policy, is also submitted.
10. The total loss of checked-in baggage caused by the Common Carrier (airlines) must be reported to the Common Carriers and a Property Irregularity Report (P.I.R) shall be obtained from them. Original report together with the ticket(s), baggage tag(s) and the claim form are to be submitted in support of a claim by the Insured Person to the Company or Assistance Service Provider.
11. Loss of Gadgets must be reported to the police authorities within 24 hours of discovery of such loss and an official report obtained from the Police authorities. The original official report of the Police authorities should also be submitted along with the claim form to the Company or Assistance Service Provider.
12. Failure to comply with the claims procedure stated above in respect of Total Loss of Checked-in Baggage and, Gadgets, may prejudice the claim of the Insured Person.
13. Claims for reimbursement shall be submitted to the Company or Assistance Service Provider within one month after completion of the treatment or transportation home. In the event of accidental death, the same shall be submitted within one month after transportation of mortal remains/burial.
14. The Insured Person shall provide Assistance Service Provider / the Company on demand with any information that is required to determine the occurrence of the insured event or the scope of the Company's liability. In particular, at the request of Assistance Service Provider / the Company proof shall be furnished of the actual commencement of the trip abroad.
15. If requested to do so by Assistance Service Provider / the Company, the Insured Person shall authorise Assistance Service Provider / the Company to obtain all the information considered necessary from third parties (Medical Practitioners, dentists, alternative practitioners, medical institutions of any kind, insurance carriers, health or pension offices) and release these parties from their obligation not to disclose information.
16. If requested to do so by Assistance Service Provider / the Company, the Insured Person is obliged to undergo a medical examination by a Medical Practitioner designated by Assistance Service Provider / the Company.
17. In case of any claim under Personal Liability, proof of judicial decision rendered by a Court of Law may be required.
18. In case of any accident giving rise to a claim under the Personal Accident section of the Policy, the Insured Person, his/her nominee or legal representatives, as the case may be, shall provide complete information and details about the Insured Person in the claim form along with the claim documents listed in the policy wordings to the Company or Assistance Service Provider.
19. The Insured/ Insured Person shall provide the Company with the details of the trip and other information as may be required by the Company from time to time.
20. In case a covered insured event, as described in the Benefit Section, occurs before date of purchase of this policy or advance warning is issued by the relevant authorities of the likelihood of such an event happening before date of purchase of this policy the Company shall not be liable to pay a claim.

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15. Claim Settlement:

1. Reimbursement of claims shall be in India, in Indian Rupees.
2. We shall settle claims, including its rejection, within thirty days of the receipt of last 'necessary' document.
3. However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, Insurer shall settle the claim within 45 days from the date of receipt of last necessary document.
4. In case of delay in the payment, the Company shall be liable to pay penal interest at a rate which is 2% above the Bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

16. Claim Documentation:

Claim documents as detailed in Annexure II – Claim Documentation is to be submitted along with the copy of Policy Certificate and duly filled and signed claim form by the Insured Person or Nominee or Legal heir.

- KYC of the Insured for other than death claim and KYC of the nominee / legal heir in case of death claim
- Account details with proof for NEFT of the Insured for other than death claim and KYC of the nominee/legal heir in case of death claim i.e. cancelled cheque, passbook copy

17. Transfer and Set-off of Claims:

- a) If the Insured/ Insured Person have any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.
- b) In so far as an Insured/ Insured Person receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable.
- c) Claims to the insurance benefits may be neither pledged nor transferred by the Insured/ Insured Person. Transfer and Set-off of Claims shall not be applicable to any of the medical sections under Emergency Medical Expenses, Emergency Medical Evacuation, Repatriation of Mortal Remains, Personal Accident, Accidental Death and Permanent Total Disablement – Common carrier, Accidental Dental Treatment, Daily Allowance in case of hospitalization

18. Right to inspect:

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured Person shall on being required so to do by the Company produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his possession including presenting himself for examination and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.

19. Electronic Transaction:

The Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic,