

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

2. Steps to prevent loss and damage
 - a You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
 - b Until We have inspected Your Home Building and Home Contents, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
 - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.
3. Immediate notice to Authorities
 - a As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
 - b We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.
4. Submit claim
 - a Claim form:
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
 - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
 - b We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.
5. Establish loss
 - a You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
 - b When We request,
 - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
 - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.

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- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.
- 6. Fraudulent claim**

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

 - i. We will not pay,
 - ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
 - iii. We can also inform the police, and start legal proceedings against You.
- 7. Other insurance**
 - a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Cover, You have a right to ask for settlement of Your claim under any of these policies.
 - b. If You choose to claim under this cover from Us, We will settle Your claim within the limits and the terms and conditions of this cover.
 - c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
 - d. We will ensure that Our actions do not impose any liability on You.
- 8. Recovery action by Us**
 - a. When We accept and pay Your claim under the cover, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
 - i. without seeking Your consent,
 - ii. in Your name, and
 - iii. whether or not Your loss has been fully compensated.
 - b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
 - c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.
- Clause H. Changes to covers applicable to Chola MS Bharat Griha Raksha Policy**
 - a. You can choose to make changes to the covers of this Endorsement as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
 - b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

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Clause I. Waiver of Underinsurance applicable to Chola MS Bharat Griha Raksha Policy

Underinsurance does not apply to the **Bharat Griha Raksha** Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Clause J. Other Details

1. Notices

- a We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: www.cholainsurance.com

3. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

This benefit is over and above the base Sum Insured. Claim under Chola MS Bharat Griha Raksha will be treated as per policy terms and conditions, irrespective of claim settlement under Base CI or PA cover during the policy period

4. Territorial Limits:

The Insurer's liability to make any payment under this section will be for Insured contingencies occurring within the premises named in the Policy.

Endorsement no.28 – FINANCIAL EMERGENCY ASSISTANCE:

a. Coverage

In the event the Insured requires financial emergency Assistance following incidents ie. Burglary/ theft of luggage/ money or hold up. The Assistance Service provider shall co- ordinate with the Insured's relatives within India to provide emergency cash assistance to the Insured per Insured's requirement, and make payment for transfer charges which has been made through Assistance Service Provider up to the limit of Sum Insured specified in the Policy Schedule/Certificate.

This benefit is over and above the Base Sum Insured.

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Endorsement no.28A – FINANCIAL EMERGENCY ASSISTANCE ON BENEFIT BASIS:**a. Coverage**

In the event the Insured requires financial emergency Assistance following incidents ie. Burglary/ theft of luggage/ money or hold up. The Assistance Service provider shall co- ordinate with the Insured's relatives within India to provide emergency cash assistance to the Insured per Insured's requirement, and pay a fixed benefit towards transfer charges which has been made through Assistance Service Provider as specified in the Policy Schedule/Certificate.

This benefit is over and above the Base Sum Insured.

Endorsement no.29 – PET CARE:**a. Coverage**

This policy shall reimburse medical expenses including fees for the Veterinary Medical Practitioner's fees towards the medical care and treatment of the pet animal (limited to cat or dog) of the Insured / Insured Person arising due to an injury sustained whilst under the care of a friend, relative, house servant, other family members of the house or a Professional Carrier in India during the Insured/ Insured Person's trip, covered under this Policy.

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

This benefit is over and above the Base Sum Insured.

b. Special Exclusions applicable to Pet Care:

This benefit does not cover any loss other than those mentioned above under the head "coverage", directly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

Endorsement no.30 – SPORTS EQUIPMENT COVER:**a. Coverage**

In the event of Insured Person's own or hired Sports Equipment and / or its accessories are lost due to theft or damaged during the entire trip, the policy shall reimburse the market value of such lost or damaged equipment upto the maximum of the Sum Insured as mentioned in the Policy Schedule/Certificate.

The Insurer's liability to make payment is only in excess of the Deductible as mentioned in the Policy Certificate. 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. Specific Exclusions applicable to Sports Equipment Cover:

Following losses are not covered under the policy:

1. Any loss due to theft or damage to insured/Insured Person sports equipment and accessories during insured's entire journey if he does not get a written PIR (Property Irregularity Report) issued by the airline. For the purpose he shall be required to lodge the complaint with the airline immediately.

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2. Loss to sports equipment and accessories at any other time if insured does not report the loss or theft to the local police within 24hrs of discovering it and get a written police report from them.
3. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure.
4. Loss or damage to sports equipment and accessories left unattended at any place.
5. Any loss or damage to the property due to confiscation or detention by any authority other than airline.
6. Any loss falling under the General Exclusions of the Policy
7. Any amount of loss that has already been compensated from the club.

c. Specific Conditions applicable to Sports Equipment Cover:

1. The Insured must keep the damaged property for inspection of the insurer or its authorized representative at any time after the loss is reported to the insurer.
2. The Insured shall be required to surrender the said damaged property to the insurer on demand by them at the time of final settlement of the claim or shall agree to deduct an appropriate salvage value from the claim amount admissible at the option of the insurers.
3. If the claim involves a part of a set of Property, the insurer liability shall be limited to the value of that part which has been damaged or lost during the trip.
4. Receipts for items lost, stolen or damaged or proof of ownership should be preserved properly so as to the Insured to substantiate his claim.
5. The insured shall preserve all his recovery rights against the Third Party and shall be required to subrogate the same to the insurer at the time of settlement of claim.
6. Maximum depreciation applicable under this benefit shall not exceed 50% in any event.

Endorsement no.31 – ADVENTURE SPORTS:

a. Coverage

Any Injury / illness / diseases related to or contracted due to participation in any adventure sports activity will be covered under the base cover-Emergency Accidental Hospitalization and the optional covers- Emergency Medical Evacuation & Repatriation of Mortal remains, if opted on payment of requisite additional charges as agreed.

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

This benefit will form part of Base Sum Insured.

Endorsement no.32 – CRUISE COVER:

a. Coverage

The policy shall reimburse the following expenses incurred by the Insured Person in excess of the deductible upto a maximum of the Sum Insured as mentioned in Policy Certificate during the Policy Period:

1. Missed Port Departure

In the event where the insured / Insured person fails to arrive at the departure point in time to board the ship on which he has booked to travel on the initial journey of his trip as a result of:

- a) The failure of scheduled public transport on which the insured person is travelling
- b) An accident to or breakdown of the vehicle in which the insured person is travelling;