

BAGGAGE INSURANCE POLICY

PREAMBLE

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Liberty Videocon General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

OPERATIVE CLAUSE

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the intrinsic value of the accompanied personal baggage of the Insured, their employees or member(s) of his family, so lost, destroyed or damaged by Fire, Riot and Strike, Theft by visible physical forcible and violent means or Accident from any fortuitous event, anytime, whilst the Insured is travelling on tour and or on holiday, in all places and situations, during the Period of Insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the sum Insured on each item or on the whole total Sum Insured hereby.

EXCLUSIONS

This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:-

- 1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
- 2. Loss destruction or damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
- 3. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curious, gramophone records, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.
- 4. Loss destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external accidental means.
- 5. Loss destruction or damage caused by over winding and denting or internal damage of watches and clocks.



- 6. Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metal, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- 7. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
- 8. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 9. Loss destruction or damage to articles which did not form part of the baggage when the travel commenced unless specifically declared and accepted by the Company.
- 10. Loss destruction or damage to articles of consumable and perishable nature.
- 11. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and or journey, or articles whilst being worn on the person or carried about.
- 12. Any loss destruction or damage arising through delay, detention or confiscation by Customs or other authorities.
- 13. Loss destruction or damage, whether direct or indirect, arising from war, warlike operations, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, civil commotion, sabotage, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any Government or any other Authority. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss destruction or damage is not covered by this Insurance, the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
- 14. Terrorism Damage Exclusion Warranty :

This Policy 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes 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 the above.



- 15. (a) Any loss destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss, and, any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from ionising radiation or contamination by radioactivity, from any source whatsoever.
 - (b) Any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 16. Consequential loss or legal liability of any kind.
- 17. Loss destruction or damage due or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- 18. Loss or damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).
- 19. Loss or damage whilst being conveyed by any carrier under contract of affreightment.

DEFINITIONS

- 1. **"Property"** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade belonging to the Insured described in the Schedule to this Policy.
- 2. **"Period of Insurance"** means the period between the commencement date and the expiry date shown in the Schedule.
- 3. "Family" means the Insured Person/ primary Insured Person, his/her lawful spouse, dependent child/children.
- 4. **"Insured Person/s"** means the person/s named in the Schedule to the Policy, who is/are Resident Indian/s and for whom the Insurance is also proposed and appropriate premium paid.
- 5. "**Proposal"** means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Company by Insured or on Insured's behalf.
- 6. **"Policy"** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties on which the Policy is issued.



- 7. **"Schedule"** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.
- 8. "Sum Insured" means the Monetary Amounts shown against item/s insured.
- 9. **"Excess"** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
- 10. "Contents" means items declared for insurance and specified in the Schedule.
- 11. "Business" means the business of the Insured as stated in the Schedule.
- 12. **"Claim"** means a claim under an Operative Clause in respect of an insured event that has taken place or is likely to take place.
- 13. **"Money"** means cash, current coins, bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and luncheon Voucher.
- 14. "Intrinsic Value" means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation.
- 15. **"Market Value"** means replacement value of insured property or item as new at the time of damage or loss less due allowance for betterment, wear and tear and/or depreciation.
- 16. "Accident" means a circumstance that is sudden, unexpected and unintentional damage not excluded under the policy.

SPECIAL CONDITIONS

1. Articles in Pairs or Sets:

Where any item insured hereunder consists of articles being a pair or set, the Company's liability in respect of any particular part or parts of such pair or set which may be lost or damaged shall not exceed either the value of the particular part or parts without reference to any special value which such article or articles may have as part of such pair or set or the proportionate part of the Sum Insured of the pair or set.

2. Single Article Limit:

Unless specifically and separately stated, the Company's liability in respect of each article or pairs



or sets of articles shall not exceed 5% of the Total Sum Insured under this Policy.

3. Onus of Proof:

In any action, suit or other proceedings where Insurer alleges that by reason of the above provisions any damage is not covered by this Insurance, the burden of proving that such damage is covered shall be upon Insured.

GENERAL CONDITIONS

1. Notices and Alterations to the Policy:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

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 in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

3. Termination of Insurance:

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-

- a) If the nature of the occupation of or other circumstances affecting the property insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the interest in the property passes from the insured otherwise than by will or operation of law.

4. Reasonable Care:

The Insured shall take all ordinary and reasonable precautions for the safety of the property insured against accident, loss or damage.



5. Basis of Sum Insured:

The Sum Insured under the Policy would be fixed on current market value basis (i.e. new replacement cost less depreciation).

6. Mid Term Increase in Sum Insured:

In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy.

7. Mid Term Reduction in Sum Insured:

In the event of a decrease in the Sum Insured being agreed to, the Company shall refund premium on such reduction in Sum Insured. The premium refunded will be Premium collected less premium chargeable for the expired period on Short period scale. Expired period herein is period from policy inception date till date of decrease in Sum Insured endorsement. However, no reduction in Sum Insured shall be allowed for Declaration policies during the currency of the policy.

Sl. No	Period		Rate
1	For a period not exceeding	15 days	10% of Annual Rate
2	do	1 Month	15% of Annual Rate
3	do	2 Months	30% of Annual Rate
4	do	3 Months	40% of Annual Rate
5	do	4 Months	50% of Annual Rate
6	do	5 Months	60% of Annual Rate
7	do	6 Months	70% of Annual Rate
8	do	7 Months	75% of Annual Rate
9	do	8 Months	80% of Annual Rate
10	do	9 Months	85% of Annual Rate
11	For a period exceeding	9 Months	Annual Rate

The Short Period scale is as below:



8. Reinstatement and Repair:

The Company at any time before payment of a claim and notwithstanding that an offer of settlement has been made instead of paying the amount of the loss or damage in respect of any property or the premises may make it good by reinstating or replacing any of the property stolen or repairing the premises damaged or such items or part thereof as the Company may think fit and paying the amount of the loss or damage in respect of the residue of such property or premises. Provided that if the Company elects to replace any property or reinstate any premises the Company in making good the loss or damage shall not be bound to replace or reinstate such property or premises exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. In case where any of the property or insurers in replacing or reinstating the same.

9. Average:

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy, shall be separately subject to this Condition.

10. Contribution:

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other Insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

11. Subrogation:

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or 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 rights 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.



12. Fraud:

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

13. Cancellation:

The Company may at any time, cancel this Policy, by giving 15 day's notice in writing by Regd. A/D. to the Insured at his last known address, in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance. The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales, provided no claim has occurred up to the date of cancellation of this Policy. Notwithstanding the above, if the policy is cancelled by the Insured after a loss has occurred, the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured upto the date of cancellation plus the pro-rata proportion of the premium from the date of loss to the expiry of the Period of Insurance on the amount of loss paid.

14. Arbitration:

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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitrators, 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 dispute or difference 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 herein under, 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.

15. Claims Procedure:

- 1. On the happening of any loss or damage the Insured shall give immediate notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

16. Prosecution:

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.



17. Renewal Notice:

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

18. Geographical Scope:

The geographical scope of this Policy will be India unless the policy has been specifically extended for worldwide coverage in which case the claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

19. Observance of Terms and Conditions:

The due observance of the terms of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

20. Jurisdiction:

This Policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

21. Claim Settlement:

The company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

22. Grievances:

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance



Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.

Grievance Redressal Procedure

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care Cell Liberty Videocon General Insurance Company Limited 10th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai E-mail :______ Toll Free No .

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned Below;

Office of the	Contact Details	Areas of Jurisdiction
Ombudsman		
AHMEDABAD	Insurance Ombudsman, Office of the	Gujarat , UT of Dadra & Nagar Haveli,
	Insurance Ombudsman, 2nd Floor,	Daman and Diu
	Ambica House, Nr. C.U. Shah College,	
	Ashram Road, AHMEDABAD-380 014.	
	Tel.:- 079-27546840 Fax : 079-27546142	
	Email <u>ins.omb@rediffmail.com</u>	
BHOPAL	Insurance Ombudsman, Office of the	Madhya Pradesh & Chhattisgarh
	Insurance Ombudsman, Janak Vihar	
	Complex, 2 nd Floor, 6, Malviya Nagar,	
	Opp. Airtel, Near New Market,	
	BHOPAL(M.P.)-462 023. Tel.:- 0755-	
	2569201 Fax: 0755-2769203	
	Email <u>bimalokpalbhopal@airtelmail.in</u>	



BHUBANESHW	Insurance Ombudsman, Office of the	Orissa
AR	Insurance Ombudsman, 62, Forest Park,	Olissa
21 1	BHUBANESHWAR-751 009. Tel.:- 0674-	
	2596455 Fax : 0674-2596429	
	Email <u>ioobbsr@dataone.in</u>	
CHANDIGARH	Insurance Ombudsman, Office of the	Punjab , Haryana, Himachal Pradesh,
	Insurance Ombudsman, S.C.O. No.101-	Jammu & Kashmir , UT of Chandigarh
	103, 2nd Floor, Batra Building. Sector 17-	
	D, <u>Chandigarh-160 017.</u>	
	Tel.:- 0172-2706468 Fax : 0172-2708274	
	Email <u>ombchd@yahoo.co.in</u>	
CHENNAI	Shri V. Ramasaamy, Insurance	Tamil Nadu, UT–Pondicherry Town
	Ombudsman, Office of the Insurance	and Karaikal (which are part of UT of
		Pondicherry)
	Floor, 453 (old 312), Anna Salai,	.,
	Teynampet, CHENNAI-600 018. Tel.:-	
	044-24333668 / 5284 Fax : 044-24333664	
	Email <u>insombud@md4.vsnl.net.in</u>	
NEW DELHI	Shri Surendra Pal Singh, Insurance	Delhi & Rajasthan
	Ombudsman, Office of the Insurance	,
	Ombudsman, 2/2 A, Universal Insurance	
	Bldg., Asaf Ali Road, <u>NEW DELHI-110</u>	
	002.	
	Tel.:- 011-23239633 Fax : 011-23230858	
	Email <u>iobdelraj@rediffmail.com</u>	
GUWAHATI	Shri Sarat Chandra Sarma, Insurance	Assam , Meghalaya, Manipur,
	·	Mizoram, Arunachal Pradesh,
		Nagaland and Tripura
	Near Panbazar Overbridge, S.S. Road,	
	GUWAHATI-781 001 (ASSAM). Tel.:-	
	0361-2132204/5 Fax : 0361-2732937.	
	Email <u>ombudsmanghy@rediffmail.com</u>	
HYDERABAD	Shri K Chandrahas, Insurance	Andhra Pradesh, Karnataka and UT of
	Ombudsman, Office of the Insurance	Yanam – a part of the UT of
	Ombudsman, 6-2-46, 1 st Floor, Moin	Pondicherry
	Court, A.C. Guards, Lakdi-Ka-Pool,	
	HYDERABAD-500 004. Tel : 040-	
	65504123 Fax: 040-23376599,	
	Email <u>insombudhyd@gmail.com</u>	
ERNAKULAM	Insurance Ombudsman, Office of the	Kerala , UT of (a) Lakshadweep ,
	Insurance Ombudsman, 2nd Floor, CC	(b) Mahe – a part of UT of
	27/2603, Pulinat Bldg., Opp. Cochin	Pondicherry
	Shipyard, M.G. Road, <u>ERNAKULAM-682</u>	
	015. Tel : 0484-2358759 Fax : 0484-	
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	2359336.	
	Email <u>iokochi@asianetindia.com</u>	
KOLKATA	Ms. Manika Datta, Insurance Ombudsman,	West Bengal , Bihar , Jharkhand and
	Office of the Insurance Ombudsman,	UT of Andeman & Nicobar Islands ,
	North British Bldg., 29, N.S. Road, 4 th	Sikkim
	Floor, KOLKATA-700 001. Tel : 033-	
	22134866 Fax : 033-22134868.	
	Email <u>iombkol@vsnl.net</u>	
LUCKNOW	Insurance Ombudsman, Office of the	Uttar Pradesh and Uttaranchal
	Insurance Ombudsman, Jeevan Bhawan,	
	Phase-2, 6 th Floor, Nawal Kishore Road,	
	Hazaratganj, <u>LUCKNOW-226 001.</u> Tel :	
	0522 -2231331 Fax : 0522-2231310	
	Email <u>insombudsman@rediffmail.com</u>	
MUMBAI	Shri S Viswanathan, Insurance	Maharashtra , Goa
	Ombudsman, Office of the Insurance	
	Ombudsman, 3rd Floor, Jeevan Seva	
	Annexe, S.V. Road, Santacruz(W),	
	MUMBAI-400 054. Tel : 022-26106928	
	Fax : 022-26106052	
	Email <u>ombudsmanmumbai@gmail.com</u>	

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.