



BAGGAGE INSURANCE POLICY

Whereas the Insured named in the Schedule hereto (hereinafter called the 'Insured') by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to L&T GENERAL INSURANCE COMPANY LIMITED (hereinafter called the 'Company') for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained, endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the intrinsic value of the accompanied baggage and personal effects of the Insured, against accidental loss, destruction or damage by any fortuitous cause occurring during the Policy Period by any cause not excluded under this Policy whilst Insured is travelling on tour and or on holiday, in all places and situations anywhere in India 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.

Baggage shall mean personal effects belonging to Insured and being carried by the Insured or his family members or his employees during a journey, excluding cell phones, music players, laptops, handheld computing, camera of any type or any other sophisticated electronic equipment or any item sold by the Insured during journey unless otherwise specified.

Personal effects shall mean articles excluding money, jewellery and valuables, which belong to the Insured and normally worn, used or carried about by the Insured or his/her Family members, (including cash or currency of less than Rs.2500/-) In case of loss of cash or currency, appropriate evidence to be provided confirming that the said amount formed part of the Baggage.

Journey shall mean the moment the Insured boards bus/train/aircraft and will continue until he reaches final destination or return to the place of origin.

EXCLUSIONS

1. Any loss or damage occurring during routine travels.
2. Baggage of consumable nature.
3. Damage caused whilst being worked upon, by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, ageing, discoloration, defect, rust, oxidation, warping, shrinkage, corrosion, erosion, metal fatigue, aridity, humidity, exposure to light or extremes of temperature, rodents, moth, vermin, insects or mildew or any other gradually operating cause.



4. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.
5. Loss or damage caused by mechanical or electrical derangement / breakdown of any article, unless caused by accidental external means.
6. Faulty material, faulty workmanship or latent defect.
7. Over winding and denting or internal damage of watches.
8. Jewellery, including but not limited to watches diamonds, precious or semi-precious stones or metals, bullion, furs, medals, numismatic property, philatelic property, curios or work of art, rare books, securities, manuscripts, deeds, plans, designs, blueprints, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travellers cheques, business books or documents, cards evidencing affiliation / membership with any third party programme or club unless specifically mentioned in the Schedule of the Policy as being insured.
9. Money except cash or currency upto a maximum of Rs.2500/- as mentioned above.
10. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids oils or material of a like nature or articles of dangerous or damaging nature.
11. Theft from any unattended vehicle except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked.
12. Loss of or damage to articles which did not form part of the baggage when the journey commences, unless specifically declared and accepted by the Company.
13. Baggage whilst being carried by any carrier under a contract of affreightment or a contract of carriage.
14. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs and property in use on the voyage or journey, or articles whilst being worn on the person or carried about.
15. Any loss or damage arising through delay, detention or confiscation by Customs or other governmental authorities.
16. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
17. Consequential loss or legal liability of any kind.
18. Loss, destruction of or damage to articles of due to inherent vice of commodity.
19. Breakage or damage directly or indirectly occasioned by Riot, Strike or Malicious Damage.



20. 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 organisation(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..

21. Loss 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, 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 or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
22. 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 ionizing 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.

CONDITIONS

SPECIAL

1. **Articles in pairs or sets:** Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set and not more than proportionate part of the insured value 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 of articles shall not exceed 5% of the total Sum Insured under this Policy.

GENERAL

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 effected.
2. **Duty of Disclosure:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation or non-disclosure of any material fact.
3. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. **Claims procedure:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy.
 - a) The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police. The Insured must also notify the Railways, Steamship company, Airline, Hotel proprietors or the Authority in whose care the baggage was at the time of the happening of any loss or damage.
 - b) The Insured shall deliver to the Company ,within 14 days of the date on which the event shall have come to the knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder and shall, if required make an Affidavit or statutory declaration in support of such claim.
5. **Indemnity:** The Company may reinstate, repair or replace the property lost or damaged, as the case may be, instead of paying the amount of loss or damage. Upon the payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
6. **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.
7. **Contribution:** If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same property



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.

- 8. Subrogation:** The Insured shall at the expense of the Company do and 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.
- 9. Fraud:** If any claim under this Policy shall in any respect be 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.
- 10. Cancellation:** The Company may at any time, cancel this Policy, by giving 15 days notice in writing by registered post with acknowledgement due 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 the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.
- 11. 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 dispute or 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 the dispute / difference 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 dispute or difference shall be referable to arbitration as hereinbefore 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.

- 12. Observance of terms and conditions :**The due observance and fulfilment of the terms, conditions and endorsement 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.
- 13. Renewal Notice:** The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.