

INDUSIND BAGGAGE INSURANCE POLICY - COMMERCIAL - POLICY WORDING

PREAMBLE

WHEREAS the Insured described 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 IndusInd General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay in such manner and within such time as may be prescribed under the provisions of the Insurance Act, 1938 and Insurance Laws (Amendment) Act, 2015 and the Rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

OPERATIVE CLAUSE

The Company hereby agrees, subject to the definitions, 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 personal baggage of the Insured or member(s) of his family or his employees lost, destroyed or damaged by fire, riot and strike, terrorist activity, theft or accident, anytime whilst the Insured and/or members of his family and/or his employees is/are travelling on tour and/ or on holiday, in all places and situations, during the period of this insurance provided always that the liability of the Company shall in no case exceed the sum insured stated against each item or total sum insured stated in the Schedule.

DEFINITIONS

For the purposes of this policy,

- i) "Family members of the Insured" means and includes, the spouse of the Insured and the children, parents, brothers and sisters of the Insured wholly dependent on the Insured, but shall not include a legally separated spouse.
- ii) "Employee" means a person who has entered service of the Insured and includes a whole time director.

EXCLUSIONS

The Company shall not be liable in respect of:

1. 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.
2. 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.
3. Loss or damage caused by mechanical or electrical derangement / breakdown, of any article, unless caused by accidental external means.
4. Overwinding and denting or internal damage of watches.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travellers' cheques, business books or documents, unless specifically declared for insurance and accepted by the Company.
6. Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of like nature or articles of dangerous or damaging nature.
7. Theft of the personal baggage 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.
8. Loss of or damage to articles which did not form part of the personal baggage when the journey commenced unless specifically declared and accepted by the Company.
9. Loss, destruction of or damage to such item(s) of personal baggage as are of consumable or of perishable nature.
10. 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.
11. 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.
12. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
13. a. Any loss, destruction or damage to the personal baggage 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.



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- b. Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to, by or arising from nuclear weapons material.
14. Any consequential loss arising out of loss or damage to the personal baggage covered.
15. 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.
16. Loss of or damage to the personal baggage insured under this policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

SPECIAL CONDITIONS

1. Articles in pairs or sets: Where any item of personal baggage 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 not more than a 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 CONDITIONS

1. **Notice:** Every notice and communication to the Company required by this policy shall be in writing.
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, misdescription or nondisclosure of any material fact.
3. **Reasonable Care:**
The Insured shall take all reasonable care 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, the Insured shall:
 - a. Give immediate notice thereof in writing to the nearest office of the Company with a copy to the policy issuing office of the Company as well as lodge forthwith a complaint with the Police.
 - b. Notify the railways, shipping company, airline, roadways, hotel proprietors or the authority in whose care the personal baggage was at the time of happening of any loss or damage.
 - c. Deliver to the Company, within 14 days of the date on which the loss or damage shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the item(s) of personal baggage lost and the amount of damage sustained; and
 - d. Tender to the Company all reasonable information, assistance and proof in connection with any claim and if required make an affidavit or statutory declaration in substantiation of such claim.
5. **Indemnity:**
The Company may at its option reinstate, replace or repair all or any of such item(s) of personal baggage lost or damaged or any part thereof instead of paying the amount of loss or damage. Upon payment of any claim for loss under this policy, the salvage shall belong to the Company.
6. **Average:**
If any item of the personal baggage 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 of personal baggage shall be subject to this condition.
7. **Contribution:**
If at the time of happening of any loss or damage covered by this policy, there 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.
8. **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, deeds 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, deeds 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 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.

10. Cancellation:

Annual policies: The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered 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 7 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 (Table given herebelow), provided no claim has occurred up to the date of cancellation of this policy.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium

Policies covering specified journey: The Insured may cancel the policy covering specified journey prior to the date meant for the commencement of journey, in which case the Company shall refund to the Insured the premium paid for the same.

11. Arbitration Clause:

The due observance and fulfilment of the terms

- The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.
- Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

12. The Company agrees and undertakes to indemnify the Insured against any loss of or damage to the personal baggage or any part thereof suffered by the Insured not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided that Company is bound and liable to indemnify the Insured in accordance with the terms and conditions of this policy only and only if the Insured makes a demand or claim on the Company in writing within 12 (twelve) months of the date of loss or damage.

13. 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 and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.

14. Grievances:

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at (Correspondence Only)	IndusInd General Insurance, 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai - 400063

For further details on Grievance redressal procedure please refer: <https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura



HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi - 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



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NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdai.gov.in, on the website of General Insurance Council: www.gicouncil.in, our website www.indusindinsurance.com

