

BAGGAGE INSURANCE POLICY

POLICY WORDING

PREAMBLE

Whereas the Insured named in the Schedule hereto by a proposal and declaration has applied to the SBI 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 loss and/or destruction of personal accompanied baggage occurring during the period of Insurance stated in the Schedule or during any subsequent period while travelling within the Geographical Limit stated in the Schedule 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 and in the manner specified herein, against any loss/damage to the property insured due to operation of any of the insured perils as hereinafter mentioned during the Period of Insurance Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule hereto to be insured thereon or in the whole the total Sum Insured hereby.

DEFINITIONS

- Insured:** The person (s) named as Insured in the Schedule.
 - Baggage:** The articles and / or personal effects of the Insured (other than property of the Business) in packing or in containers suitable and standard to the mode of Travel that is accompanied by the Insured or whilst such Baggage is lodged either in a locked private room of a hotel or guest house or any other accommodation occupied by the Insured during the Insured's stay at that location or in a public locker facility availed by the Insured during the course of or at any intermediate stage of the Travel
 - Company:** SBI General Insurance Company Limited.
 - Complaint" or "Grievance**" means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and/or by distribution channel.
 - "Distribution Channels"** include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies
 - "Mis-selling"** means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
 - exercising undue influence, use of dominance position or otherwise; or
 - making a false or misleading statement or misrepresenting the facts or benefits, or
 - concealing or omitting facts, features, benefits with respect to products, or
 - not taking reasonable care to ensure suitability of the policy to the policyholders
 - "Proposal form"** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed
- decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- Explanation:**
- "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.
 - The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations
- Policy:** Policy wording, the Schedule, the Proposal and Endorsement / Memoranda, if any.
 - Schedule:** The document which describes Insured, the cover that applies, the Period of Insurance and other details of this Policy including the Geographical Limit.
 - "Salvage"** The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.
 - "Solicitation"** means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy.
 - Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
 - "Unfair trade practice"** shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time
 - Excess/Deductible** The amount stated in the Schedule, which shall be borne by Insured first in respect of each and every claim made under this Policy.
 - Travel:** Any travel extending beyond the limits of the usual city of residence of the Insured other than Travel that is a daily routine of the Insured.
 - Family** - Family means the Primary Insured Person, legally wed spouse, dependent children, and dependent parents.

WHAT IS COVERED

The Company will indemnify the Insured against the loss and/or destruction of accompanied personal baggage arising out of –

- Standard Fire and Special Perils
- Theft
- Any other accident during travel

Exclusions:

The Company shall not be liable in respect of –

- Loss, damage, liability or expenses, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith.
- Terrorism.
- Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Nuclear weapons material.

4. Any legal liabilities of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons and similar other weapons of mass destruction.
5. Loss or damage caused by depreciation or wear and tear.
6. Consequential loss of any kind or description.
7. Loss or damage due to cracking, scratching, breakage of lens or glass whether part of any equipment or otherwise, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from a vehicle or aircraft by which such property is conveyed.
8. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
9. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
10. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
11. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
12. 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.
13. Loss, destruction of articles which did not form part of the contents of any of the package when the journey commenced, unless specifically declared and accepted by the Company.
14. Loss, destruction or damage to articles of consumable nature.
15. Loose articles such as sticks, straps, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
16. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oil or materials of a like nature or articles or dangerous or damaging nature.

Conditions:

1. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage. The Insured shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
The due observance and fulfillment 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. Coverage under this Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. Every notice and communication to the Company required by this Policy shall be in writing. Upon the happening of any event giving rise to 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 where the property was at the time of the happening of any loss or damage.

- b. The Insured shall deliver to the Company, within fourteen days from the date on which the event 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 property lost or damaged together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- c. 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 as statutory declaration in substantiation of such claim.

No interest shall be payable by the Company in respect of any claim under this Policy on any account whatsoever.

3. If any claim under this Policy shall be 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.
4. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
5. If the property hereby insured shall at the commencement of any destruction of or damage to the property by any peril hereby insured against 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 ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

6. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
7. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.

8. "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."

9. Cancellation

1. Cancellation by Insured

- a. Insured can cancel this Policy at any time during the policy period by giving the Company notice in writing, in such case, The Company shall

- i. Refund the proportion premium for unexpired policy period, if the period/term of the policy is up to one year and there is no claim(s) made during the policy period.
- ii. Refund premium for the unexpired policy period, in respect of policies with the policy period/term more than one year and the risk coverage for such policy years has not commenced.

2. Cancellation by Company:

The Company will cancel the policy with 7 days' notice period only on grounds of established fraud and in such case no refund shall be made to Insured.

10. Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the Courts of India and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.
11. In no case whatsoever shall the Company 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; 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.

GRIEVANCE REDRESSAL PROCEDURE

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Stage 1: Bima Bharosa

You can register your grievances with the regulator using the following link: <https://bimabharosa.irdai.gov.in/Home/Home>

Stage 2: Head – Customer Care

Alternatively, if you wish to register your grievances directly with us, you may write to the Head – Customer Care. We aim to respond to all Grievances within 7 days. In our initial acknowledgement of receipt letter, we will provide the name and title of the person that is handling your Grievance. This individual will have the authority necessary to investigate and resolve the Grievance.

Email: head.customercare@sbigeneral.in

Toll-Free Number: 1800 102 1111 (Available 24/7)

Stage 3: Grievance Redressal Officer (GRO)

In case, you are still not satisfied with the decision/resolution communicated by the above officer or have not received any response within 5 Business days, you may escalate the matter to the Grievance Redressal Officer (GRO) which will undergo a detailed case investigation, and we aim to resolve the issue within 7 days from the date of receipt of your Grievance at GRO Desk

Email: gro@sbigeneral.in

Designation: Grievance Redressal Officer

Phone: 022-45138021

Note: - The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Stage 4: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:

<https://www.cioins.co.in/Ombudsman>