

BAGGAGE INSURANCE POLICY

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:

1. **Insured:** The person (s) named as Insured in the Schedule.
2. **Company:** SBI General Insurance Company Limited.
3. **Proposal:** The application form Insured sign for this insurance and/or any other information Insured give to the Company or which is given to the Company on Insured's behalf.
4. **Policy:** Policy wording, the Schedule, the Proposal and Endorsement / Memoranda, if any.
5. **Schedule:** The document which describes Insured, the cover that applies, the Period of Insurance and other details of this Policy including the Geographical Limit.
6. **Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
7. **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.
8. **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.
9. **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.
10. **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 –

1. Standard Fire and Special Perils
2. Theft
3. Any other accident during travel

Exclusions: The Company shall not be liable in respect of –

1. 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.
2. Terrorism.
3. 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 of 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 cause 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. 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 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 the 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.

9. The Company may at any time cancel the Policy by sending the Insured 15 days notice by registered letter, at the Insured's last known address and in such event the Company shall refund to the Insured a pro-rata' premium for unexpired period of Insurance.

This cancellation will only happen in case of any fraud, misrepresentation, or suppression of any material fact either at the time of taking the Policy or any time during the currency of the earlier policies by Insured. the Company shall, however, remain liable for any claim which arose prior to the date of cancellation.

The Insured may also at any time cancel the Policy by giving a written notice to the Company and in such event the Company shall allow refund of premium at the Company's short period rates as per the Table given here below, provided no claim has occurred up to the date of cancellation.

Policy run period	% of Annual Premium Refundable
Up to one month	75% of annual rate
Up to three months	50% of annual rate
Up to six months	25% of annual rate
Exceeding six months	Nil

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.

Grievances:

The Grievance Redressal Cell of the SBI General looks into complaints from Insured. The Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance. Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears on our website.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance.

List of Ombudsman offices with contact details are attached for ready reference. For updated status, please refer to website www.irdaindia.org.

Offices	Areas of Jurisdiction	Addresses of the Ombudsman Offices
Ahmedabad	Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	2nd Floor, Shree Jayshree Ambica Chambers,
		Nr. C U Shah College, 5, Navyug Colony, Ashram Road,
		AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
Bhopal	Madhya Pradesh and Chattisgarh.	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email: insombmp@satyam.net.in
Bhubaneswar	Orissa.	62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220 Fax: 0674-2531607 Email: susantamishra@yahoo.com , iobbsr@vsnl.net
Chandigarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2nd Floor,
		Batra Building, Sector 17 D, CHANDIGARH-160 017
		Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
Chennai	Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: insombud@md4.vsnl.net.in
		2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
Delhi	States of Delhi and Rajasthan.	6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email: insombud@hd2.vsnl.net.in
		2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email: insuranceombudsmankochi@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
Hyderabad	Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
		3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
		Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Kochi	Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email: insuranceombudsmankochi@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
		Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
Kolkata	West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
		Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Lucknow	Uttar Pradesh and Uttaranchal.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
		Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Mumbai	Maharashtra and Goa.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
		Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Guwahati	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
		North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
		Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION