

Baggage Insurance Policy - Policy Wordings

Preamble

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called “the Company”) for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

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, damaged or destroyed by fire and allied perils, riot and strike, burglary and/or housebreaking including theft and 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

Baggage shall mean 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.

Travel shall mean 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.

Insured shall mean

- the Insured and named family members of the Insured if such Insured is an individual person
- the named persons being employees or directors or partners of the Insured if the Insured is a firm or other legal entity.

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) Unexplained and mysterious disappearance / loss.
- 3) 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.

- 4) Loss or damage caused by mechanical or electrical derangement / breakdown, of any article, unless caused by accidental external means.
- 5) Overwinding and denting or internal damage of watches.
- 6) 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.
- 7) Loss, damage or destruction 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.
- 8) 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.
- 9) 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.
- 10) Loss, damage to or destruction of such item(s) of personal baggage as are of consumable or of 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) 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.
- 13) Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
- 14) a) Any loss, damage to or destruction of 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.
b) Any loss, damage, destruction or legal liability, directly or indirectly, caused by or contributed to, by or arising from nuclear weapons material.
- 15) Any consequential loss arising out of loss or damage to the personal baggage covered.
- 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) 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.

18) Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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 endorsement an act of terrorism means an act, including but not limited to the use of force of 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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 and be addressed 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, misdescription or nondisclosure 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) All cover under this Policy shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by the Company in writing.
- 5) **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 with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police;
 - b) deliver to the Company, within 14 days of 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 and the amount of damage sustained; and
 - c) tender to the Company all reasonable information, assistance and proof in connection with any claim.
- 6) **Indemnity:** If the Company at its option, reinstates or replaces the property lost, 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. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- 7) **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, in the Policy, shall be separately subject to this condition.

- 8) **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.
- 9) **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.
- 10) **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.
- 11) **Cancellation:** The Company may at any time, cancel this Policy, by giving 7 days 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 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 here below), 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

- 12) **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 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 herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

- 13) The Company agrees and undertakes to indemnify the Insured against any loss of or damage to property 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 the 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 occurrence of any event giving rise to a claim hereunder.

- 14) At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy. Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

- 15) 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 rateable proportion of such loss or damage.
- 16) **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.

Insurance is the subject matter of the solicitation.

