HDFC ERGO General Insurance Company Limited

Policy Wordings

Baggage Insurance

Baggage Insurance
UIN: IRDAN125RP0002V01201112

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 HDFC ERGO General Insurance Company (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 accompanied personal baggage of the insured or member (s) of his family, so lost, destroyed or damaged by fire, Riot and Strike, Terrorist Activity, Theft or Accident, anytime, the insured is travelling on tour and/or on holiday. In all places and situations, during the period of this insurance and within the limit 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.

EXCLUSIONS:

1. Any loss or damage occurring during routine travel.
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin or insects if mildew or any other gradually operating cause.
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. Over winding and bending or internal damage of watches and clocks.
6. Loss or damage to Money, Securities, Manuscripts, deed, bonds, Bills of Exchange, Promissory Notes, Stocks or share Certificates, stamps and travel tickets or travellers cheques, business books or documents, weapons and explosive of all kind.
7. Loss, destruction or damage caused by a arising from the leakage, spilling or exuding of liquids, oils or material or a like nature or articles of damaging nature.
8. Theft from any car except car if fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
9. Loss of/ or damage to articles which did not form part of the baggage when the journey commenced unless specifically declared and accepted by the Company.
10. Loss destruction of or damage to articles of consumable and 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, arising from War, War-like 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 proceeding 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.

13. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
14. a. Any loss, destruction or damage to any property whatsoever, or any loss or expenses whatsoever, resulting or arising wherefrom or any consequential loss, and any legal liability of whatsoever nature, indirectly caused by or contributed to, by or arising from ionizing radiation of 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.
15. Consequential Loss or legal liability of any kind.
16. Loss or damage due or contribution to by the insured having caused or suffered anything to be done whereby the risk hereby insured against were unnecessarily increased.
17. Acts of Terrorism. Loss or damage, cost or expenses 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

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

    An act of terrorism means an act 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), 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.

SPECIAL CONDITIONS

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 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.
3. ROUTINE TRAVEL: Any travel undertaken by the individual on regular basis during a course of business or official duties and would include travelling to and from residential place within city limits and would not include outstation travels.

GENERAL CONDITIONS

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 affected.

2. DUTY OF DISCLOSURE: The Policy shall be void and all premiums paid bearing shall be forfeited to the Company in the event of misrepresentation, misdescription 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 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.

   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 substantiation 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 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.

   Multiple policies involving Bank or other lending or financing entity -

   In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

   Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.
8. SUBROGATION: The Insured and any claimant under this Policy 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 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: The Insured can cancel the policy at any time during the policy term, by informing the Company.
    The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.
    The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.
11. 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.
12. RENEWAL NOTICE: The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.

Grievance Redressal Procedure

1. Our Grievance Redressal Officer

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us - 022 6158 2020/ 022 6234 6234
- Emails - grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Emails – grievance@hdfcergo.com
  Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West)
Mumbai-400078,

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West) Mumbai-400078,
e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management system-

https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website **www.hdfcergo.com** **https://www.hdfcergo.com/customer-voice/grievances** for detailed grievance redressal procedure.

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD **Office of the Insurance Ombudsman,** Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahemdabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU **Office of the Insurance Ombudsman,** Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	Karnataka.
BHOPAL **Office of the Insurance Ombudsman,** 1st floor,"Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR **Office of the Insurance Ombudsman,**	Odisha.

62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in	
CHANDIGARH **Office Of The Insurance Ombudsman,** Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI **Office of the Insurance Ombudsman,** Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI **Office of the Insurance Ombudsman,** 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.
GUWAHATI **Office of the Insurance Ombudsman,** Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.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.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.

Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in	
JAIPUR **Office of the Insurance Ombudsman,** Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in	Rajasthan.
KOCHI **Office of the Insurance Ombudsman,** 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA **Office of the Insurance Ombudsman,** Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW **Office of the Insurance Ombudsman,** 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI **Office of the Insurance Ombudsman,** 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),	List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and

Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in	areas of Navi Mumbai.
NOIDA **Office of the Insurance Ombudsman,** Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA **Office of the Insurance Ombudsman,** 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.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.: 020-24471175 Email: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region
THANE **Office of the Insurance Ombudsman,** 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."