



BAGGAGE INSURANCE POLICY

WHEREAS the Insured described in the Schedule hereto by a Proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the TATA AIG GENERAL INSURANCE COMPANY LIMITED (hereinafter referred to as the Company) and has paid the Premium stated in the Schedule as consideration for such insurance for the Period of Insurance stated in the said Schedule.

The Company hereby agrees subject to the terms, conditions, definitions, limitations and exclusions contained herein or endorsed or otherwise expressed hereon, that

if at any time during the Period of Insurance or during any further period for which the Company may accept payment of Premium for the renewal or extension of this Policy

the accompanied personal Baggage of the Insured be lost, destroyed or damaged by :

Fire,
Riots, Strikes,
Theft by visible physical forcible and violent means,
an accidental occurrence

whilst the Insured is in course of Travel for business and / or for pleasure

the Company shall subject to the Limit of Indemnity (if any stated in the Schedule) indemnify the Insured for the value of Baggage (or part thereof) so lost, destroyed or damaged provided always that the liability of the Company shall in no case exceed the Sum Insured on each item stated in the Schedule or on the whole the Total Sum Insured hereby.

The Company shall however not be liable for the first amount of each and every loss stated in the Schedule as the Deductible.

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

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K.Marg, Lower Parel, Mumbai - 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170 Email: customersupport@tata-aig.com

Website: www.tataaiginsurance.com IRDA of India Registration No: 108

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- 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

There shall be no indemnification under the provisions of this Policy in respect of the following :

1. Loss destruction or 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 destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external accidental means.
4. Loss destruction or damage caused by overwinding and denting or internal damage of watches and clocks.
5. Loss destruction or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
6. Loss destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
7. Theft of Baggage from any motor vehicle unless such is a fully enclosed type passenger carrying motor car with a permanent top and glass windows (not being a convertible) and then unless
 - such theft is by visible physical and forcible means and
 - such Baggage was stored concealed in the boot of the motor car and the motor car had all the doors, windows and other openings securely locked and properly fastened and
 - the Insured was in the course of a Travel and at the time of the theft was not resident in any hotel, guest house or other accommodation.
8. Loss destruction or damage to articles which did not form part of the Baggage when the Travel commenced unless specifically declared and accepted by the Company
9. Loss destruction or damage to articles of consumable and perishable nature.
10. Undamaged article(s) being part of a pair or set, loose articles such as sticks, umbrellas, sun shades, fans, deck chairs, property in use during the Travel or articles whilst being worn on the Insured's person or carried about.

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11. Any loss destruction or damage arising through delay, detention or confiscation by Customs or other authorities.
12. Loss destruction 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, sabotage, 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 proceedings where the Company alleges that by reason of the above provisions any loss destruction or damage is not covered by this insurance, the burden of proving that such loss destruction or damage is covered, shall be upon the Insured.
13. Terrorism Damage Exclusion Warranty : Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage, destruction, 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 warranty 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.

The warranty also excludes loss, 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 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.

14. (a) Any loss destruction or damage to any property 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 destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
15. (a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- (b) Any legal liability of whatsoever nature;
- (c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or

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failure of any computer

- (i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- (ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

16. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
- (a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - (b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
 - (c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

17. Consequential loss or legal liability of any kind.
18. Loss destruction or damage due or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

CONDITIONS

1. **ARTICLES IN PAIRS OR SETS**

Where any item insured hereunder consists of articles being a pair or set, the Company's liability in respect of any particular part or parts of such pair or set which may be lost or damaged shall not exceed

either

the value of the particular part or parts without reference to any special value which such article or articles may have as part of such pair or set

or

the proportionate part of the sum insured of the pair or set.

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2. SINGLE ARTICLE LIMIT

Unless specifically and separately stated, the Company's liability in respect of each article or pairs or sets of articles shall not exceed 5% of the Total Sum Insured under this Policy.

3. 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 effected.

4. 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 non-disclosure of any material fact.

5. REASONABLE CARE

The Insured shall take all reasonable steps to safeguard the Baggage against accident, loss or damage.

6. CLAIMS PROCEDURE

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, the Insured shall :

- 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 authorities. The Insured must also notify within the time limitations prescribed by the contract of services /carriage or regulations and seek full recovery of the loss or damage from 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.
- 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.
- tender to the Company all reasonable information assistance and process in connection with any claim hereunder and shall if required make an Affidavit or Statutory Declaration in substantiation of such claim.

7. INDEMNITY

The Company may at its option at any time reinstate, repair or replace the property lost or damaged, as the case may be, instead of paying the amount of the loss or damage provided that the Company in making good the loss or damage shall not be bound to replace or reinstate such property exactly and completely but only to do so substantially as nearly as circumstances permit and in a reasonably sufficient manner. 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.

8. 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.

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9. 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 such loss or damage.

10. 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.

11. 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 benefit and rights under the Policy shall be forfeited.

12. CANCELLATION

The Company may at any time cancel this Policy by giving 7 days notice in writing 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 a 7 days notice in writing to the Company for the cancellation of this Policy, in which case the Company shall refund a proportion of the Premium corresponding to the unexpired period of insurance provided that no claim has been indemnified by the Company during the Period of Insurance.

13. ARBITRATION AND DISCLAIMER

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 to 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 difference or dispute 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.

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.

14. OBSERVANCE OF TERMS AND CONDITIONS

The due observance and fulfillment of the terms, conditions and endorsements of this

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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.

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SECTION - Customer Grievance Redressal Procedure

The Company is committed to extend the best possible services to its customers. However, if **you** are not satisfied with **our** services and wish to lodge a complaint, please feel free to call **our** 24X7 Toll free number 1800-266-7780/022-66939500 (toll free) or **you** may email to the customer service desk at customersupport@tata-aig.com.

Nodal Officer

Please visit **our** website at www.tataaiginsurance.in to know the contact details of the nodal officer for **your** servicing branch.

After investigating the grievance internally and subsequent closure, **We** will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **We** will inform **you** of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to manager.customersupport@tata-aig.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet **your** expectations, **you** can write to the Head - Customer Services at head.customerservices@tata-aig.com. After examining the matter, **We** will send **you** our final response within a period of 7 days from the date of receipt of **your** complaint on this email id.

Within 30 days of lodging a complaint with **us**, if **you** do not get a satisfactory response from **us** and **you** wish to pursue other avenues for redressal of grievances, **you** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Jurisdiction territory	Office of the Ombudsman
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel : 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in
State of Karnataka.	24th Main Road, Jeevan Soudha Bldg, JP Nagar, 1st Phase, Bengaluru – 560 025. Tel.: 080-22222049/22222048 Fax: 080 - Email: bimalokpal.bengaluru@gbic.co.in
States of Madhya Pradesh and Chattisgarh.	2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in

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State of Orissa.	62, Forest Park, BHUBANESHWAR-751 009. Tel.: - 0674-2596455/2596003 Fax : 0674-2596429 Email : bimalokpal.bhubaneswar@gbic.co.in
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	SCO No.101-103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706468/2772101 Fax : 0172-2708274 Email : bimalokpal.chandigarh@gbic.co.in
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.: 044 - 24333668 / 24335284 Fax : 044-24333664 Email : bimalokpal.chennai@gbic.co.in
States of Delhi.	2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI-110 002. Tel.: 011-23234057/23232037 Fax : 011-23230858 Email : bimalokpal.delhi@gbic.co.in
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	“Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax : 0361-2732937 Email : bimalokpal.guwahati@gbic.co.in
States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of the Union Territory of Pondicherry.	6-2-46, 1 st Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040-23376599 Email : bimalokpal.hyderabad@gbic.co.in
State of Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Road, Jaipur - 302 005. Tel.: 0141-2740363 Fax: 0141 - Email : bimalokpal.jaipur@gbic.co.in
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road, ERNAKULAM-682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email : bimalokpal.ernakulam@gbic.co.in
States of West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.	Hindustan Building. Annexe, 4 th Floor, C.R. Avenue, Kolkatta – 700 072. Tel.: 033 - 22124339 / 22124346 Fax : 033 - 22124341 Email : bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh : Laitpur, Jhasi, 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, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email : bimalokpal.lucknow@gbic.co.in

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Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel.: 022-26106960/26106552 Fax: 022 - 26106052 Email : bimalokpal.mumbai@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	3 rd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-32341320 Fax: 020 -2 Email : bimalokpal.pune@gbic.co.in
State of Bihar and Jharkhand.	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel No: 0612-2680952 Email: bimalokpal.patna@gbic.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, Gautambodhanagar, Ghazaibad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53 Email: bimalokpal.noida@gbic.co.in

This Policy is subject to IRDAI (Protection of Policyholder's Interests) Regulation, 2017.

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