



## **BAGGAGE INSURANCE POLICY**

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 ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (formerly known as Royal Sundaram Alliance Insurance Company Limited) (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 intrinsic value of the accompanied personal baggage of the Insured, so lost, destroyed or damaged by Fire, Riot & Strike, Terrorist Activity, Theft or Accident, anytime, whilst the Insured or Insured Person is travelling on tour and or on holiday, in all places and situations, during the period of insurance and within the limits 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.

Insured Person shall mean any employee/family member of Insured mentioned in the Schedule.

Journey shall mean the moment the Insured boards bus/train/aircraft and will continue until he reaches final destination or return to the place of origin.

### **EXCLUSIONS**

1. Any loss or damage occurring during routine travel which are not caused by insured peril.
2. 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.
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 and clocks.
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 insured..
7. Loss, destruction or damage caused by or arising from the leakage, spilling or excluding of liquids oils or material of a like nature or articles of dangerous or damaging nature.
8. Theft from any car except car of 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 commences, unless specifically declared and accepted by the Company.
10. Loss, destruction of or damage to articles of due to inherent vice of commodity.
11. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs and property in use on the voyage 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. In any action suit or other proceedings 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 governmental authorities.
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. Consequential loss or legal liability of any kind.
16. Loss or damage due to contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

## CONDITIONS

### SPECIAL

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 and not more than 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

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 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 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 the 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 support 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 the 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.
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 reasonable 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 Company may at any time cancel this Policy on the grounds of misrepresentation, fraud, non-disclosure of material facts on the Proposal Form or non-cooperation by the insured, by giving fifteen (15) days' notice in writing by courier/registered post/acknowledgement due post to the Insured at address recorded/ updated in the policy. In the event of such cancellation on the grounds of misrepresentation or fraud or non-disclosure of material facts, the policy shall be void, no refund of premium shall be made and no claim shall be payable under the policy. In the event of cancellation on the grounds of non-cooperation, the company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scale as mentioned below provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

Policy Period Required	% of Annual Premium
Not exceeding 1 month	20% of Annual Premium
Not exceeding 2 months	30% of Annual Premium
Not exceeding 3 months	40% of Annual Premium
Not exceeding 4 months	50% of Annual Premium
Not exceeding 5 months	60% of Annual Premium
Not exceeding 6 months	70% of Annual Premium
Not exceeding 7 months	80% of Annual Premium
Not exceeding 8 months	90% of Annual Premium
Exceeding 8 months	Full Annual Premium

- 11 **Arbitration :** 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



12 **Observance of terms and conditions** :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, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

13 **Renewal Notice**: The Company shall not be bound to accept any renewal premium nor give notice that such is due.

The product / plan may be withdrawn at any time, by giving a notice before 3 months from the next renewals to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded/ updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

#### **Clause J. Grievances**

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:

##### **1. Our Grievance Redressal Officer**

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.

1. In case of any grievance You may contact the company through

Website: <https://www.royalsundaram.in/customer-service>

Contact Numbers: 1860 258 0000, 1860 425 0000

E-mail: [manager.care@royalsundaram.in](mailto:manager.care@royalsundaram.in)

Sr. Citizen can email us at: [seniorcitizengrievances@royalsundaram.in](mailto:seniorcitizengrievances@royalsundaram.in)

Fax: 044-7117 7140

Courier: Grievance Redressal Unit

Royal Sundaram General Insurance Co. Limited

Vishranthi Melaram Towers,

No.2/319, Rajiv Gandhi Salai (OMR) Karapakkam,

Chennai – 600097.

You may also approach the grievance cell at any of the company's branches with the details of grievance. If You are not satisfied with the redressal of grievance through one of the above methods, You may contact the grievance officer

Mr. T M Shyamsunder



Grievance Redressal Officer,

Royal Sundaram General Insurance Co. Limited,

Vishranthi Melaram Towers, No.2/319, Rajiv Gandhi Salai (OMR),

Karapakkam, Chennai – 600097.

For updated details of grievance officer, kindly refer the link <http://www.royalsundaram.in>.

If You are not satisfied with the redressal of grievance through above methods, the You may also

approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management system <https://bimabharosa.irdai.gov.in>.

## **2. Consumer Affairs Department of IRDAI**

a. In case if it is not resolved within 15 days or if You are unhappy with the resolution, You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal – Bima Bharosa Portal by registering Your complaint at <https://bimabharosa.irdai.gov.in/>

b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

c. You can visit the portal <https://bimabharosa.irdai.gov.in/> for more details.

## **3. Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at [www.irdai.gov.in](http://www.irdai.gov.in) or of the General Insurance Council at <https://www.cioins.co.in/ombudsman> or on company website [www.royalsundaram.in](http://www.royalsundaram.in).