



Form No.-ANC-312

## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

### 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 The New India Assurance Company Ltd. (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 bearing 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, so lost, destroyed or damaged by Fire, Riot and Strike, Theft or Accident, anytime, whilst the insured is traveling on tour and or on holiday, in all places and situations, during the period of this 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.

#### 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, 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 travelers' cheques, business books or documents.
- 7) Loss, destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or material of a like nature of 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 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 or indirect, 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 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 authorities.
- 14) a) Any loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom 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 or contributed to by the insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
- 17) Terrorism and Sabotage risk

## **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 of 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 nor 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 :**

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 :** The Policy shall be void and all premium 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 ratable proportion of the loss or damage accordingly. Every ties, 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 ratable 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 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 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 the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

**11. ARBITRATION AND DISCLAIMER :**

If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**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 issue any renewal notice nor shall be bound to accept the renewal premium thereunder.

**NOTE :**

IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.