

**Baggage Insurance**  
 UIN: IRDAN123CP0013V01201819

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 Cholamandalam MS General Insurance Co. Ltd., (Hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

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

- (a) Fire and allied perils,
- (b) Theft by visible physical forcible and violent means,
- (c) And 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**

1. **"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.
2. **"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.
3. **"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. Loss, damage, liability or expenses, whether direct or indirect, occasioned by, happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Terrorism
3. Loss or damage caused by depreciation or wear and tear.
4. Consequential loss of any kind or description
5. (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Nuclear weapons material.  
 (b) Any legal liabilities of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons and similar other weapons of mass destruction.  
 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.
6. Loss or damage due to cracking, scratching, breakage of lens or glass whether part of any equipment or otherwise, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from a vehicle or aircraft by which such property is conveyed.
7. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
8. Loss or damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).
9. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
10. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
11. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
12. Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metal, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
13. Loss, destruction of articles which did not form part of the contents of any of the package when the journey commenced, unless specifically declared and accepted by the Company.
14. Loss, destruction of or damage to articles of consumable nature.
15. Loose articles such as sticks, straps, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
16. Loss, destruction or damage cause by or arising from the leakage, spilling or exploding of liquids, oil or materials of a like nature or articles or dangerous or damaging nature.

**Conditions**

1. Every notice and communication to the Company required by this Policy shall be in writing.
2. This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
3. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. Upon the happening of any event giving rise to or likely to give rise to a claim under this Policy: 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 where the property was at the time of the happening of any loss or damage.  
 The Insured shall deliver to the Company, within fourteen days from 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 or damaged together with such explanations and evidence to substantiate the claim as the Company may reasonably require.  
 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 as statutory declaration in substantiation of such claim.
5. The Company may at its option reinstate, repair or replace the property lost or damaged, or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer in so doing but 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 occurrence of such loss or damage but not more than the Sum Insured by the Company thereon. 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.

## Baggage Insurance- POLICY WORDING

6. 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, covered under the Policy, shall be separately subject to this condition.
7. If at the time of the happening of any loss or damage covered by this Policy there shall be existing 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. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing, 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. If any claim under this Policy shall be in any respect be 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. The Company may at any time by seven days notice in writing cancel this Policy without assigning any reason, in which case the Company shall return to Insured a pro rata portion of the premium corresponding to the unexpired period of Insurance. This policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the Company's customary short period scales of rates provided no claim has been reported under the Policy period.
11. 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. In the event of the insured being aggrieved by
  - (a) Any partial or total repudiation of claims by an insurer
  - (b) Any dispute in regard to premium paid or payable in terms of the policy
  - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
  - (d) Delay in settlement of claims
  - (e) Non-issue of any insurance document to customers after receipt of premium he/she may, wherever permissible subject to provisions of redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
13. 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 suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. The due observance and fulfilment of the terms, conditions and endorsements 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.
15. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium there under.
16. No interest shall be payable by the Company in respect of any claim under this Policy on any account whatsoever.

## 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

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

In case of any grievance the insured person may contact the company through

Website : [www.cholainsurance.com](http://www.cholainsurance.com)  
 Toll free : 1800 208 9100  
 E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
 Fax : 044 -4044 5550  
 Courier : Cholamandalam MS General Insurance Company Limited,  
 Customer services, Head  
 Office Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [GRO@cholams.murugappa.com](mailto:GRO@cholams.murugappa.com)

For details of grievance officer, kindly refer the link [www.cholainsurance.com](http://www.cholainsurance.com)

If any Grievances / issues on Health insurance related claims pertaining to Senior Citizens, Insured can register the complaint / grievance in 'Senior Citizen Channel' which shall be processed on Fast Track Basis by dedicated personnel.

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person 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://igms.irda.gov.in/>

### 2. CONSUMER AFFAIRS DEPARTMENT OF IRDAI

a. In case 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 email to [complaints@irdai.gov.in](mailto:complaints@irdai.gov.in). You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at [igms.irda.gov.in](http://igms.irda.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 <http://www.policyholder.gov.in> for more details.

### 3. INSURANCE OMBUDSMAN

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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 [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Please find below the latest/updated link of the Ombudsman offices

<https://www.cioins.co.in/Ombudsman>

## INFORMATION ABOUT US

Cholamandalam MS General Insurance Company Limited  
 HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.  
 Toll Free : 1800 208 9100  
 SMS: "CHOLA" TO 56677 \*(Premium SMS charges apply)

Cholamandalam MS General Insurance Company Ltd. Reg. office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123|CIN: U66030TN2001PLC047977| Toll Free Number: 1800 208 9100| SMS Chola to 56677| [Customercare@cholams.murugappa.com](mailto:Customercare@cholams.murugappa.com) | [www.cholainsurance.com](http://www.cholainsurance.com).

**Baggage Insurance- POLICY WORDING**



Email –[customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)  
Web site: [www.cholainsurance.com](http://www.cholainsurance.com)