

PACK & PROTECT POLICY WORDINGS

I. PREAMBLE

WHEREAS the Insured/Group Administrator named in the Schedule hereto has made a Proposal to Generali Central Insurance Company Limited (hereinafter, called the 'COMPANY')

which, together with any other statements made by the Insured/ Group Administrator, in writing, shall be the basis of this contract of insurance between the Insured/ Group Administrator and the Company, and is deemed to be incorporated herein, subject to the receipt of the premium amount specified in the said Schedule/Certificate of Insurance, in full, as consideration for such insurance during the Period of Insurance specified in the said Schedule/Certificate of Insurance or during any further period, for which the Company may accept payment for the renewal or extension of this Policy.

Claims made in respect of the Insured under this Policy shall be made in accordance with the procedures set out in this Policy, and shall remain subject to the terms, conditions and exclusions of this Policy.

II. DEFINITIONS

As used in this Policy, the following terms shall have the respective meanings set forth below, wherever they may appear in the Policy, the Policy Schedule, Certificate of Insurance and any endorsements thereto. Where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same. As the context may require based on the nature of the contract of insurance entered into, the words Insured, Group Administrator', Schedule, Master Policy Schedule and Certificate of Insurance shall stand to hold such meaning as may be respectively applicable to the individual and group insurance covers.

1. **Luggage** shall mean the following, as specified in the Cover:

- (a) Your Suitcase/trunk/bag/backpack (or similar luggage carrier) of the Insured, taken on a journey, and
- (b) The contents carried by You in a luggage carrier, but solely for the purpose of Your individual use.

2. **Checked-in Luggage** means the Luggage handed over by You and accepted by a Common Carrier for transportation in the same carrier in which You are or would be travelling and for which the Common Carrier has issued a luggage receipt.

3. **Common Carrier** means any civilian land or water conveyance or scheduled aircraft in each case operated under a valid license for the transportation of passengers for hire.

4. **Routine Travel** means 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.

5. **Group/Master Policy** means the insurance cover issued to the Group Administrator and

under which, Certificates of Insurance will be issued to the members of the group. The validity of the Group/Master Policy shall be for a period of Twelve months.

6. **Group Administrator** means the organization/legal entity/group manager named in the Group/Master Policy Schedule.
7. **Insured Beneficiary**-Means members covered under the Group/Master Policy.
8. **Geographical Limits** means the place or places specified in the Schedule.
9. **Schedule/Master Policy Schedule/Certificate of Insurance** means the document attached to and forming a part of the Policy which describes the Insured's personal details, the cover in force, the Period of Insurance and other details of this Policy including the Geographical Limit applicable under the Policy. Any annexure or endorsement/memoranda to the Schedule, shall also be a part of the Schedule.
10. **Insured/You/Your** means the person or persons named in the Schedule/Certificate of Insurance, who has concluded this Policy with the Company and is insured under the Policy/Certificate of Insurance. Provided that such Insured is a natural person, save and except a Group Administrator, and the definition includes the family members (legally wedded spouse, dependent children, and dependent parents) of the Insured.
11. **Insured Event** means the occurrence of loss, destruction or damage of the Insured's Luggage due to fire, riot, strike, accident, theft, burglary or any of the fortuitous causes not expressly excluded under the Policy.
12. **Period of Insurance/Policy Period** means the time period for which the contract of insurance is valid as specified in the Policy Schedule and the Insured is liable to make a claim subject to the terms and conditions under this Policy.
13. **Cover Period:** Period mentioned in the Certificate of Insurance during which Contract remains valid.

Policy includes the complete set of documents, consisting of the statements in the Proposal, these Policy wordings, the Schedule/Master Policy Schedule and Certificate of Insurance issued to respective Insured Beneficiary/ies and any endorsements attaching to or forming part thereof, either on the Cover period or during the Policy Period/Period of Insurance.
14. **Proposal** means the application form duly filled and signed by the Insured for issuing of the Policy and/or any other information provided by the Insured, in the said form, to the Company.
15. **Deductible/Excess** means the amount specified in the Schedule, which shall be borne by Insured first in respect of each and every claim made under this Policy.
16. **Sum Insured** means the amount specified in the Schedule against a Cover that represents Our maximum, total and cumulative liability for any and all claims made under the Policy under that Cover during the Period of Insurance.
17. **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.

18. We/Our/Us/Company means Generali Central Insurance Company Limited

III. BASIS OF SUM INSURED

Sum Insured for the Luggage carrier is the purchase price of the carrier or value as agreed. For a luggage carrier that is more than 6 months old, Sum Insured shall be the then-prevailing market purchase price of same make & model less depreciation. However, Sum Insured for the contents shall be equal to the Sum Insured for Cover 1(a), wherever opted for.

IV. COVERAGE

A. Carrier

The Company shall pay the Sum Insured specified against this cover in the Schedule, in excess of the Deductible, in the event that Your Luggage as defined under Clause 1(a) is lost, destroyed or damaged due to fire, riot, strike, accident, theft, burglary or any of the fortuitous causes not expressly excluded under the Policy, whilst You are traveling on tour and/or on holiday during the Period of Insurance and within the Geographical Limits specified in the Schedule, provided that such Luggage is accompanied by the insured or :

- (i) entrusted as Checked-in Baggage, or
- (ii) in a locked private room of a hotel, guest house or any other accommodation where the Insured is staying, or
- (iii) in a public locker facility availed by the Insured during the journey.

B. Contents

The Company shall pay the Sum Insured specified against this cover in the Schedule, in excess of the Deductible, in the event that Your Luggage as defined under Clause 1(b) is lost, destroyed or damaged due to fire, riot, strike, accident, theft, burglary or any of the fortuitous causes not expressly excluded under the Policy, whilst You are traveling on tour and/or on holiday during the Period of Insurance and within the Geographical Limits specified in the Schedule, provided that such Luggage is accompanied by the Insured or :

- (i) entrusted as Checked-in Baggage, or
- (ii) in a locked private room of a hotel, guest house or any other accommodation where the Insured is staying, or
- (iii) in a public locker facility availed by the Insured during the journey.

The payment under this Cover shall be subject to the following conditions:

- (1) The contents carried by You should be in a luggage carrier suitable and standard to the mode of travel; and
- (2) A claim under Cover A (Carrier) has been admitted by the Company for the same

occurrence of the Insured Event.

V. EXCLUSIONS

The Company shall not be liable to make any payment for any claim under the Policy, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

1. The Deductible/Excess specified in the Schedule to be borne by the Insured for each occurrence of the Insured Event.
2. Any loss or damage occurring during Routine Travel.
3. Loss or damage caused by depreciation or wear and tear.
4. Consequential loss or legal liability of any kind or description.
5. 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.
6. Nuclear weapons material.
7. 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.
8. 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.
9. Any loss, damage, destruction of contents of the Luggage, unless accompanied by loss, damage, destruction of the luggage carrier itself, where applicable.
10. Loss or damage of any aesthetic nature such as scratches, dents, stains etc.
11. Loss or damage caused by moth, mildew, vermin, birds, bats, rodents, insects, animals or any process of cleaning, dyeing or bleaching, repairing or restoring or deterioration to which the property is subjected.
12. 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).
13. Loss of or damage caused by mechanical or electrical derangement unless caused by external accidental means.
14. Loss destruction or damage caused by overwinding and denting or internal damage of watches and clocks.
15. Theft of luggage from any motor vehicle unless such is a fully enclosed type passenger carrying motor car with a permanent top and glass windows (not being convertible) having had all its doors, windows and other openings securely locked and properly fastened.

16. Loss or damage whilst being conveyed by any Common Carrier under contract of affreightment.
17. 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, cash, currency, cheques bank drafts negotiable instruments, works of art, artefacts, and curios.
18. Loss, destruction of articles which did not form part of the contents of any of the Luggage when the journey commenced, unless specifically declared by You in advance and accepted by the Company in writing.
19. Loss, destruction of or damage to articles of consumable and perishable nature.
20. Loss, damage or destruction caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his representatives.
21. Any reduction in value of an undamaged article(s) being part of a pair or set due to any special value attributable as part of such pair or set, loose articles such as sticks, straps, umbrellas, sun shades, fans, deck chairs, property in use during travel or articles or clothes whilst being worn on the person or carried about.
22. 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.
23. Any loss destruction or damage arising through delay, detention or seizure by customs, police or other public authorities.
24. Any loss, destruction or damage caused by or arising from carriage of banned goods, such as alcohol, explosives, acids, bleach, as applicable.
25. 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 public authority.

26. Infectious Disease / COVID-19 Exclusion Clause

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, including any fear or threat thereof, whether actual or perceived :

- Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or
 - Coronavirus (COVID-19) including any mutation or variation thereof; or
 - Pandemic or epidemic, declared as such by the World Health Organization or any governmental authority.
27. Any payment which would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of applicable law.

28. Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this Policy it is agreed that this Policy 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. 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.

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 Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

VI. SPECIAL CONDITIONS

1. Only one single claim (per luggage Insured) is payable under the Policy, and no reinstatement of Sum Insured is allowed under this Policy.
2. The Company's total, maximum and cumulative liability under each Cover under the Policy will be restricted to the Sum Insured specified against each Cover in the Schedule, as applicable to the Insured.

VII. GENERAL CONDITIONS

1. NOTICE

Every notice and communication to the Company required by this Policy shall be in writing to the nearest office of the Company and acknowledged through which this Policy is affected.

2. DUTY OF DISCLOSURE

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 by the Insured.

3. REASONABLE CARE

The Insured shall take all ordinary and reasonable steps to safeguard the Luggage insured against Accident, loss or damage.

4. SUBROGATION

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 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.

5. FRAUD

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means, statement, declaration is made or used in support thereof, 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.

6. CANCELLATION

Cancellation of policy by the Insurer:

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

Cancellation of policy by the Insured:

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

In case of group policies:

Cancellation of cover by Insured Beneficiary (Where Insured Beneficiary has paid the premium)

The Insured Beneficiary can cancel the insurance cover, being the holder of the certificate of insurance, at any time during the currency of that certificate by serving a written notice to the Company, with or without citing the cause/reason.

The pro-rated refund amount shall be credited to the designated bank account of the Insured Beneficiary, while the certificate will be cancelled. This refund will not be made by the Company if a claim has been made against the certificate.

Cancellation by the Group Administrator before the expiry of Master Policy/Certificate of Insurance (Applicable in all cases where the entire premium is borne and paid by the group administrator)

The Group Administrator/Master Policyholder can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

Refund of premium will apply in the following manner:

1. If the Policy Period is upto one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
2. If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

Effect of termination of policy by the Group Administrator:

On and from the effective date of cancellation or termination of this Policy or, if applicable, the certificate of insurance:

The cover contained in each of the issued certificates of insurance will continue through its respective period of insurance; and

The group administrator will continue to facilitate the claim proceedings to the full extent of the risk cover period provided to the Insured Beneficiary under the respective Certificate of Insurance.

7. ARBITRATION CLAUSE

For policyholders, who are other than individuals, the following provision shall be applicable:

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.

8. OBSERVANCE OF TERMS AND CONDITIONS

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.

9. RENEWAL NOTICE

The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium thereunder. The Company may also revise any of the terms, conditions and exceptions of this Policy, including the premium payable on renewal in accordance with the guidelines/rules framed by the IRDAI, and after obtaining prior approval from the IRDAI. Unless renewed as herein provided, this Policy shall terminate at the expiration of the Period of Insurance specified in the Schedule for which the premium has been received in full.

10. GEOGRAPHICAL LIMIT

Cover under this Policy applies to Insured Events taking place within the Geographical Limit specified in the Schedule. The Geographical Limit of this Policy shall be India, unless specifically extended for worldwide coverage, as specified in the Schedule. All claims shall be settled in Indian rupees only.

11. JURISDICTION

This Policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

VIII. CLAIMS PROCEDURE

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

- a) The Insured shall give notice immediately, but in no event later than 7 days thereof, in writing to the nearest office of the Company with a copy to the Policy issuing office of the Company along with the following documentation:
 - a. A copy of the complaint lodged with the applicable police authority. The Insured must also notify the railways, steamship company, airline, hotel proprietors, or the applicable management where the Luggage was located at the time of the happening of any loss or damage.
 - b. Duly completed claim form signed by the Insured, along with all documentation required to support and substantiate the amount sought from the Company, including but not limited to:

- Copy of FIR (in case of Burglary/ Physical loss due to theft)
 - Estimate of loss
 - Invoice/ Bills/Receipts
 - Property Irregularity Report
 - Destruction of Luggage – Proof of destruction.
 - Any other details/documents called for a specific loss
- c. Any other document deemed necessary by the Company to establish a claim under the Policy, or its quantum depending upon the nature of claim.
- b) The Insured shall deliver to the Company, within 14 days from the date on which the event shall have come to the Insured's knowledge, a detailed statement in writing of the loss or damage, with an estimate of the value of the Luggage lost or damaged together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
- c) 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.
- d) The Insured must give the Company such relevant information and evidence as may be required and must co-operate fully in the investigation or adjustment of any claim. Any act or omission on the part of Insured that is found to be prejudicial to the Company's investigation, including in relation to General Terms and Condition 6 of the Policy (Fraud), shall vitiate the claim and render the Policy void.
- e) In case all of the foregoing requirements for submission to the Company are not complete even after 30 days of expiry of the Period of Insurance, all benefits payable under the Policy in respect of such claim shall be deemed to be unconditionally forfeited by the Insured, and no further payments shall be made by the Company in respect of such claim.
- f) On receipt of all required information/ documents that are relevant and necessary for the claim, the Company shall, within a period of 30 days offer a settlement of the claim to the Insured. If the Company, for any reasons, decides to reject a claim under the Policy, it shall do so within a period of 30 days from the receipt of last relevant and necessary document. In the event the claim is not settled within 30 days as stipulated above, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the Insured/claimant till the date of actual payment.

Information about Us

Generali Central Insurance Company Limited

Address Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg, Vikhroli (West),
Mumbai – 400083

CIN: U66030MH2006PLC165287

Web: <https://generalicentralinsurance.com>

E-mail : gcicare@generalicentral.com

Customer Service: 1800-220-233 | 1860-500-3333 | 022-67837800

Redressal of Grievance

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

Website: <https://generalicentralinsurance.com> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800 Email: gcicare@generalicentral.com

Courier: Grievance Redressal Cell, **Generali Central Insurance Company Limited**
Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express
Highway Behind TCS, Thane West – 400607

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 GCIGRO@generalicentral.com or call at: 7900197777

For updated details of grievance officer, kindly refer the link
generalicentralinsurance.com/customer-service/grievance-redressal

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. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

STATUTORY NOTICE: “INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION”

Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) | Registered Office: Unit No. 801 & 802, 8th Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | **IRDAI Regn. No.:** 132 | **CIN:** U66030MH2006PLC165287 | **Website:** <https://generalicentralinsurance.com> | **Email ID:** gcicare@generalicentral.com | **Toll-free Phone:** 1800 220 233 / 1860 500 3333/ 022 6783 7800

GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Generali Central Insurance, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

What is a grievance?

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or voice based electronic scripts), of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

"Complainant" means a policyholder or prospect or any beneficiary of an insurance policy who has led a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint Form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800 Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.	Click here to know more	Write to us at GCIcare@generalicentral.com Senior citizens can avail priority support by writing to care.assure@generalicentral.com	Click here to know your nearest branch.	Click here to raise complaint.

By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us immediately for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Officer at **GCI GRO@generalicentral.com**
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address:

GENERALI CENTRAL INSURANCE COMPANY LIMITED (Formerly known as Future Generali India Insurance Company Limited)

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607

What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority of India (IRDAI).

- ▶ Call on toll-free number: **155255**
- ▶ **Click here** to register complaint online

Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (**care.assure@generalicentral.com**) as complaints for faster attention or speedy disposal of grievance, if any.

Insurance Ombudsman:

If you are still dissatisfied with the grievance redressal, you may approach the Office of the Insurance Ombudsman located in your vicinity, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, are available on the website a (**<https://www.cioins.co.in/About>**) of the Insurance Ombudsman. **Click here** to access the list of insurance Ombudsman offices.

You can also lodge an online complaint through the website of the Council for Insurance Ombudsmen (CIO): **<https://www.cioins.co.in/>**