

# MEDIA LIABILITY INSURANCE POLICY WORDING

#### I. INSURING AGREEMENT

The Insurer will pay on behalf of the **Insured Loss** as a result of any **Claim** arising out of the **Insured's Media Activities**, provided that the **Media Activities** giving rise to the **Claim** occurred during the **Policy Period**.

# II. DEFINITIONS

A. "Application" means the application attached to and forming part of this Policy, including any materials submitted in connection with such application, all of which are on file with the Insurer and are part of this Policy, as if physically attached.

#### B. "Claim" means:

- a) Any written demand for the retraction of **Matter** published, disseminated or released by an **Insured**:
- Any written notice received by an **Insured** that it is the intention of any person or entity to hold the **Insured** responsible for monetary damages or injunctive relief;
- c) Any judicial, administrative or other proceeding against an **Insured**; or
- d) Any written request to toll or waive a statute of limitations relating to a potential **Claim** against an **Insured**.
- C. "Company" means the Entity or Individual or Insured named in the Policy Schedule.
- D. "Covered Media" means the publications, programs, broadcast or cable stations, or other communications, including any special editions of, supplements to, or on-line versions of such media. Covered Media also includes publications, programs, broadcast or cable stations, or other communications created or acquired by the Company or any Subsidiary after the Inception Date as stated in the Policy Schedule, but only with respect to Media Activities occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for Media Activities occurring after such ninety (90) day period unless the Insurer and the Company have agreed to such coverage upon such terms, conditions, and limitations of coverage and such additional premium as the Insurer may require.
- E. "Defense Expenses" means reasonable legal fees and expenses incurred in the investigation, defense or appeal of any Claim, including the costs of appeal, attachment or similar bonds, provided that the Insurer shall have no obligation to furnish any bond. Defense Expenses do



not include any remuneration, salaries, wages, tips, expenses, overhead, or benefits expenses of any **Insured**, except with the prior written consent of the Insurer.

- F. "First Inception Date/ Retroactive Date" means the Inception Date of the first Multimedia Liability Policy issued to the Company by the Insurer or an affiliate of the Insurer and continuously renewed thereafter.
- G. "Insured" means:
  - 1. The Company and any Subsidiary;
  - 2. Any person who was, is or becomes a director, an officer, an employee, or a partner of the Company or any Subsidiary, but only with respect to Claims arising out of acts, errors or omissions within the scope of the duties of such director, officer, employee or partner; in the event of the death, incapacity or bankruptcy of an Insured described in this DEFINITION (G)(2), any Claim against the estate, heirs, legal representatives or assigns of such Insured will be deemed to be a Claim against such Insured; or
  - 3. Any agent or independent contractor of the Company or any Subsidiary, including but not limited to stringers, freelancers and photographers, but only with respect to Claims arising out of Media Activities done for or at the direction of the Company or any Subsidiary, and only if and to the extent that the Company or any Subsidiary, after evaluating the merits of the Claim, has agreed in writing to include such agent or independent contractor as an Insured under this Policy.
- H. "Loss" means Defensew Expense, judgements, settlements and any damages (including punitive damages if insurable under applicable law), pre-judgement interest and post-judgement interest, which an insured is legally obligated to pay as a result of a claim; provided, that loss does not include:
  - 1. Civil or criminal fines, sanctions, taxes or penalties, including those imposed by any federal, state, or local governmental body or by ASCAP, SESAC, BMI, or other similar licensing organizations;
  - 2. The multiplied portion of any multiplied damages award;
  - 3. Matters which are uninsurable under the law pursuant to which this Policy is construed;
  - 4. The costs of compliance with, or any losses (other than **Defense Expenses**) incurred as a result of, an injunction or other equitable order or judgment; or
  - 5. The costs of recall, correction, reproduction, or reprinting of **Matter** or the costs of any services in connection therewith.

With regard to punitive damages, this insurance shall apply to the fullest extent permitted by law. Where the Insured determines, based on written opinion of counsel, that punitive damages are insurable under any applicable law, the Insurer shall not challenge the **Insured's** determination of insurability.

- I. "Matter" means the content of any communication of any kind whatsoever, regardless of the nature or form of such Matter or the medium by which such Matter is communicated, including but not limited to language, data, facts, fiction, computer coding, music, photographs, images, advertisements, artistic expression, or visual or graphical materials.
- J. "Media Activities" means, in connection with the Covered Media, any actual or alleged act, error, or omission committed in the course of, or arising out of:



- 1. The gathering, recording or collection of **Matter** for inclusion in the **Covered Media**, including but not limited to any actual or alleged:
  - Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
  - b. Outrage, infliction of emotional distress or prima facie tort;
  - c. False arrest, detention or imprisonment;
  - d. Trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
  - e. Copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or
- 2. The publication, dissemination or release of **Matter** in the **Covered Media**, by any form, method or medium of communication, including but not limited to any actual or alleged:
  - a. Libel, slander or any other form of defamation or harm to the character or reputation of any person or entity;
  - Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
  - c. Outrage, infliction of emotional distress or prima facie tort;
  - d. Product disparagement, trade libel, dilution or infringement of title, slogan, trademark, trade name, Service mark, or service name;
  - e. Copyright infringement, plagiarism, or misappropriation of property rights, information or ideas; or
  - f. Negligence in connection with the content of **Matter**, including but not limited to any **Claim** alleging harm to a person or entity who acted or failed to act in reliance upon such **Matter**;
- 3. The publication, dissemination or release of **Matter** by any party with whom the **Insured** has entered into a written, oral or implied-in-fact indemnification or hold harmless agreement regarding **Claims** arising out of the publication, dissemination or release of such **Matter**.
- K. "Policy Period" means the period stated in Policy Schedule or to any earlier cancelation date.
- L. "Related Claims" means all Claims based on, arising out of, directly or indirectly resulting from, inconsequence of, or in any way involving the same or related (logically or causally) facts, circumstances, situations, transactions, events, or Media Activities, or the same or related (logically or causally) series of facts, circumstances, situations, transactions, events, or Media Activities
- M. "Renewal Period" means any continuous and unbroken period subsequent to the conclusion of the Policy Period during which the coverage under this Policy is renewed with the Insurer or an affiliate of the Insurer.
- N. "Subsidiary" means any corporation created or acquired on or before the Policy Period/ Inception Date as stated in the Policy Schedule, during any time in which the Company owns, directly or through one or more Subsidiaries, more than fifty percent (50%) of the outstanding securities representing the right to vote for the election of such corporation's directors. Subsidiary also includes any such corporation created or acquired after the Inception of the Policy, but only with respect to Media Activities occurring during the ninety (90) days following such creation or acquisition. There will be no coverage under this policy for Media Activities



- occurring after such ninety (90) day period unless the Insurer has agreed to provide such coverage upon such terms, conditions and limitations of coverage and such additional premium, as it may require.
- O. "Extended Reporting Period" The Company agrees to provide the Insured with an additional notification period of Claims which are first made against the Insured during the Period of Insurance provided that such Claims is notified to the Company within the Extending Reporting Period of 30 days

**"Extended Reporting Period"** Shall mean the period of time after the end of the Period of Insurance for reporting Claims which have taken place prior to the end of the Period of Insurance but which the Insured became aware of

#### III. EXCLUSIONS APPLICABLE

- A. The Insurer will not pay **Loss**, including **Defense Expenses**, for **Claims**:
  - 1) Based on or directly or indirectly arising out of or resulting from any fraudulent act or omission or willful violation of any criminal statute; or the gaining by any **Insured** of any profit, remuneration or advantage to which such Insured was not legally entitled; provided, however, that this EXCLUSION (A)(1) shall not apply unless such fraudulent act or omission, willful violation of statute, or gaining of profit, remuneration or advantage has been established by a final adjudication in any judicial or administrative proceeding or by admission of an **Insured**;
  - 2) Brought by any employee, former employee or prospective employee based on or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation, or workplace torts; or
  - 3) For bodily injury or property damage, except for:
    - a) Bodily injury arising exclusively out of emotional distress allegedly caused by any Media Activities; or
    - b) Bodily injury or property damage resulting from a Claim of negligent publication as described in DEFINITION (J) (2) (f) of this Policy.
- B. The Insurer will not pay **Loss**, including **Defense Expenses**, for **Claims** based on or directly or indirectly arising out of or resulting from:
  - Any actual, alleged or threatened exposure to or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants;
  - 2) Any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any of the foregoing or any action taken in contemplation or anticipation of any such regulation, order, direction or request;
  - 3) Any actual or alleged violation of the Securities Act, the Securities Exchange Act, the Trust Act of 1939, the Investment Company Act, the Investment Advisers Act, any similar state "blue sky" statute, the Indian Securities and Exchange Board of India Act, 1992, the



Securities Contracts (Regulation) Act, 1956 and any rule or regulation promulgated under any of the foregoing, or any amendment to any of the foregoing or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities;

- 4) Any actual or alleged infringement of any patent, contributing to the infringement of any patent, or inducing the infringement of any patent;
- 5) Any actual or alleged price fixing, restraint of trade or monopolization, or any actual or alleged violation of:
  - a) The Federal Trade Commission Act, the Sherman Act, the Clayton Act, the Indian Consumer Protection Act, the Indian Competition Act or any other federal or state statutory provision anywhere in the world involving antitrust, monopoly, price fixing, price discrimination, predatory pricing, or restraint of trade activities; or
  - b) Any rules or regulations promulgated under or in connection with the statutes described in clause (a) above;
- 6) Any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a computer virus; or
- 7) Any actual or alleged delay, disruption or failure of any communication network, service, hardware or software, including but not limited to any Claim for lost profits or opportunities as a result of such delay, disruption or failure.
- 8) It is hereby agreed and understood that there will be no cover for any commercial/third Party Disputes, if any action initiated by Insured with being preliminary noticed served to them.

Also, there will be no for Pure Economic loss, Loss of Profit, Loss of Revenue, Loss of Goodwill & Loss of business reputation.

- C. The Insurer will not pay **Loss**, including **Defense Expenses**, for **Claims** based on or directly or indirectly arising out of or resulting from:
  - Any act, error, omission, fact, circumstance, situation, transaction, event, or decision which, prior to the Inception Date, is the subject of any notice or Claim under any other policy of insurance, including but not limited to any policy of which this Policy is a renewal or replacement;
  - 2) Any act, error, omission, fact, circumstance, situation, transaction, event, or decision underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding as of the Inception of the Policy.
  - 3) Any intentional false advertising or unfair or deceptive trade practices with respect to the advertising or sales of the Insured's own products, publications or services; or
  - 4) Any actual or alleged breach of any express or implied contract, agreement, warranty or guarantee, except that this EXCLUSION (C)(4) shall not apply to:

- a. Any Claim for liability which the Insured would have incurred in the absence of such contract, agreement, warranty or guarantee; or
- b. Any Claim alleging breach of contract or promissory estoppel relating to any alleged agreement between the Insured and the source of any Matter supplied



to the Insured regarding the confidentiality to be afforded to such source or such Matter.

# IV. TERMS AND CONDITIONS

# A. Territory:

This Policy applies to Media Activities occurring and Claims asserted against the Insured anywhere in the world. If judgment is rendered or settlement made in denominations other than Indian Rupees, payment under this Policy shall be made in Indian Rupees at the rate of exchange prevailing on the date such payment is made.

# B. Notice of Claims:

As a condition precedent to any right to payment or coverage under this Policy, the Insured must give written notice to the Insurer at the address set forth in the Policy Schedule of any Claim, with full details thereof, as soon as practicable after such Claim is first made. Such notice shall be effective on the date of receipt by the Company at such address.

# C. Defense of Claims:

- 1) With respect to each Claim for which coverage is afforded under this Policy, the Insured shall have the option to defend such Claim itself or to assign the duty to defend such Claim to the Insurer.
- 2) Unless the Insured notifies the Insurer of its election to assign the duty to defend a Claim to the Insurer pursuant to CONDITION (C)(3) below, the Insured shall have the duty to defend such Claim. The Insured may retain counsel from the list of Panel Counsel supplied by the Insurer, or may retain qualified counsel of its own choosing with the Insurer's prior consent, such consent not to be unreasonably withheld. The Insurer will, upon written request, pay on a current basis Defense Expenses for which this Policy provides coverage.
- 3) The Insured may elect to assign the duty to defend any Claim to the Insurer by so notifying the Insurer in writing. Such notice must be received by the Insurer within a reasonable time after such Claim is first made, but in no event later than ten (10) days from the date on which a complaint or other legal process is served on the Insured. Upon receiving such notification, the Insurer shall have the duty to defend such Claim as part of and subject to the applicable Limit of Liability stated in the Policy Schedule.
- 4) Except for Defense Expenses paid on a current basis pursuant to CONDITIONS (C)(2) and (C)(3) above, the Insurer will pay Loss only upon the final disposition of a Claim.

# D. Retraction Demands and Settlement of Claims:

- 1) The Insured shall retain sole discretion regarding whether and under what circumstances to issue a retraction of Matter previously communicated, distributed or released by the Insured.
- 2) No Insured may admit any liability for, make any settlement offer with respect to, or settle any Claim in excess of the applicable retention without the Insurer's written consent.
- 3) The Insured shall promptly communicate to the Insurer all offers to settle Claims covered by this Policy. The Insurer, however, has no right to settle Claims under this Policy without the consent of the Insured, and the Insurer's duty to defend and to pay Loss (including Defense Expenses) shall not be limited by the Insured's refusal to accept any offer to settle a Claim.



# E. Limits of Liability and Retentions:

- 1) Regardless of the number of Claims, the number of person(s) or entity (ies) included within the definition of Insured, or the number of claimants who make Claims against the Insured:
  - a) The amount stated in the Policy Schedule shall be the maximum limit of liability of the Insurer for all Loss (including Defense Expenses) resulting from each Claim or Related Claims made against the Insured, which amount shall be part of and not in addition to the amount stated in the Policy Schedule;
  - b) The amount stated in Policy Schedule shall be the maximum aggregate limit of liability of the Insurer for all Loss (including Defense Expenses) payable under this Policy.
- 2) The Deductible stated in Policy Schedule shall apply separately to each Claim or Related Claims and shall apply to all Loss (including Defense Expenses).
- 3) Defense Expenses shall be part of and not in addition to the applicable limits of liability stated in the Policy Schedule, and payment thereof by the Insurer shall reduce and may exhaust the applicable limits of liability under this Policy.
- 4) The obligations of the Insurer to pay Loss and to defend or continue to defend any Claim against the Insured shall only be in excess of the applicable deductible stated in the Policy Schedule, which amount shall be borne by the Insured at the Insured's own expense. The Insurer shall have no obligation whatsoever, either to the Insured or any other person or entity, to pay all or any portion of the applicable deductible on behalf of the Insured. The Insurer shall, however, at its sole discretion, have the right and option to do so, in which event the Insured will repay the Insurer any amounts so paid.
- 5) The Insurer shall not be obligated to pay any Loss (including Defense Expenses), or to defend or continue to defend any Claim after the applicable limit of liability has been exhausted.
- **F. Other Insurance:** All Loss payable under this Policy will be specifically excess of and will not contribute with other valid insurance (whether collectible or not), including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess of this Policy. This Policy will not be subject to the terms of any other insurance.

# G. Cooperation and Subrogation:

- 1) Except as specifically provided in CONDITION (H) below, in the event of a Claim, the Insured will provide the Insurer with all information, assistance and cooperation as the Insurer may reasonably request. The Insured shall, upon the Insurer's request, attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses.
- 2) Except as specifically provided in CONDITION (H) below, the Insured will do nothing that may prejudice the defense of a Claim or the Insurer's position or potential or actual rights of recovery in connection with a Claim.
- 3) In the event of payment under this Policy, the Insurer shall be subrogated to, and entitled to an assignment of, all of the rights of recovery therefor of the Insured. The Insured shall execute all papers and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Insurer effectively to pursue and enforce such rights and to bring suit in the name of the Insured.

#### H. Confidential Sources and Other Matter:

The Insured's rights under this Policy shall not be prejudiced by the Insured's refusal to reveal the identity of a confidential source or to produce reporter's notes or any other documents or information obtained by the Insured in the course of the Insured's Media Activities with respect to which the Insured has



asserted a claim of reporter's privilege or other applicable First statutory or common-law privilege relating to the protection of newsgathering activities.

# I. Date of Occurrence; Continuity of Coverage:

- 1) In the event of a Claim (or Related Claims) arising out of a series of Media Activities, the Media Activities shall be deemed to have occurred on the date of the first publication, dissemination or release of the Matter giving rise to such Claim (or Related Claims); or, if there was no such publication, dissemination or release during the Policy Period or any Renewal Period, then on the date of the earliest act, error or omission giving rise to such Claim (or Related Claims).
- 2) In the event that the date on which the Media Activities are deemed to have occurred under CONDITIONS (I)(1) above is prior to the First Inception Date, and in the event that there is no coverage for such Claim under any other policy of insurance, then such Media Activities shall be deemed to have occurred on the date of the first publication, dissemination or release of the Matter giving rise to the Claim (or Related Claims) subsequent to the First Inception Date; or, if there was no such publication, dissemination or release, then on the date of the first act, error or omission giving rise to such Claim (or Related Claims) subsequent to the First Inception Date.
- 3) Notwithstanding any other provision in this CONDITION (I), the Insurer shall not be responsible for that portion of any Loss fairly attributable to Media Activities occurring prior to the First Inception Date or subsequent to the conclusion of the Policy Period or any Renewal Period.

#### J. Cancellation:

- 1) The Insurer may not cancel this Policy except for failure to pay a premium when due
- 2) The Company may cancel this Policy by mailing to the Insured written notice stating when, thereafter, but not later than the Expiry Date set forth in the Policy Schedule, such cancelation will be effective. In such event, the earned premium will be computed in accordance with the customary short rate table and procedure. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
- 3) The Company may cancel this Policy on grounds of miss-representation, fraud, non-disclosure of material facts or noncooperation of the insured.
- 4) The Insurer will not be required to renew this Policy upon its expiration. The Insurer shall have no obligation to renew this policy upon its expiration or termination.
- K. Entire Agreement: The Insured agrees that this Policy, including any endorsements and the Application attached to and forming part of this Policy, and including any materials submitted in connection with such Application, which are on file with the Insurer and are a part of this Policy, as if physically attached, constitutes the entire agreement existing between the Insured and the Insurer or any of its agents relating to this insurance.
- L. Representations: The Insured represents that the particulars and statements contained in the Application and all materials submitted in connection therewith are true, accurate and complete, and agrees that this Policy is issued in reliance on the truth of these representations, and that such particulars and statements, which are deemed to be incorporated into and constitute a part of this Policy, are the basis of this Policy and are material to the Insurer's acceptance of this risk. No knowledge or information possessed by any Insured will be imputed to any other Insured except for material facts or information known to the person or persons who signed the Application. In the event that any of the particulars or



statements in the Application are untrue, this Policy will be void with respect to any Insured who knew of such untruth or to whom such knowledge is imputed.

# M. No Action against Insurer; Bankruptcy of Insured:

- 1) No action shall be taken against the Insurer unless, as conditions precedent thereto, there shall have been full compliance with all of the terms of this Policy and the amount of the obligation of the Insured to pay shall have been finally determined either by judgment against the Insured after adjudicatory proceedings or by written agreement of the Insured, the claimant and the Insurer.
- 2) No person or entity shall have any right under this Policy to join the Insurer as a party to any Claim against the Insured to determine the liability of the Insured, nor shall the Insurer be impleaded by the Insured or the Insured's legal representative in any such Claim.
- 3) Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder.
- N. Authorization and Notices: The Company shall be the sole agent and shall act on behalf of all Insured's with respect to all matters under this Policy, including but not limited to giving and receiving notices and other communications, effecting or accepting any endorsements to or cancellation of this Policy, and paying premium and receiving any return premium.
- O. Changes: Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not affect a waiver or change in any part of this Policy or estop the Insurer from asserting any right under its terms, conditions and limitations; nor shall the terms, conditions and limitations of this Policy be waived or changed except by written endorsement issued to form a part of this Policy.
- P. No Transfer or Assignment of Insured's Interest: No transfer or assignment of interest under this Policy or of any cause of action against the Insurer arising out of its performance of or alleged failure to perform in accordance with the terms and conditions of this Policy shall be effective without the Insurer's written consent.

# Q. 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."

# R. Headings:

The descriptions in the headings and sub-headings of this Policy are solely for convenience and form no part of the terms and conditions of the Policy.

The construction, interpretation, meaning and enforcement of the provisions of this Policy shall be determined in accordance with and governed by the laws of India. Except as otherwise provided in this



Policy, any disputes relating to the construction, interpretation meaning and enforcement of this Policy, shall be submitted to the exclusive jurisdiction of the Indian courts.

The provisions of this Policy shall be read subject to the provisions of any statute governing construction of this Policy and if the provisions of this Policy are inconsistent with the statute then the provisions of this Policy shall be deemed to be amended so as to comply with the statute.

#### Cancellation

Cancellation of policy can be cancelled only on the ground of miss-representation, fraud, non-disclosure of material facts or non-cooperation of the insured.

The Company may cancel this policy by giving thirty days' notice in writing of such cancellation to the Insured's last known address and in such an event the Company will return a pro-rata portion of the premium for the unexpired part of the Insurance.

The Policy may also be cancelled by the Insured by giving thirty days' notice in writing to the Company, in which event the Company will retain premium at short-period scale as per the following table provided there is no claim under the Policy during the period of Insurance. In case of any claim under the Policy no refund of premium shall be allowed.

Table of Short Period Rates				
Period of Risk (days upto)	Amount of premium to be retained by the Company			
7	10%			
30	25%			
60	35%			
90	50%			
120	60%			
180	75%			
240	85%			
Exceeding 240	100%			

# **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-

UIN: IRDAN132CPLB0014V01201718

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 <a href="mailto:GCIGRO@generalicentral.com">GCIGRO@generalicentral.com</a> or call at: 7900197777

For updated details of grievance officer, kindly refer the link <u>generalicentralinsurance.com/customerservice/grievance-redressal</u>

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) - <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) | Registered Office: Unit No. 801 & 802, 8<sup>th</sup> Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | IRDAI Regn. No.: 132 | CIN: U66030MH2006PLC165287 | Website: <a href="https://generalicentralinsurance.com">https://generalicentralinsurance.com</a> | Email ID: <a href="mailto:gcicare@generalicentral.com">gcicare@generalicentral.com</a> | Toll-

UIN: IRDAN132CPLB0014V01201718

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 GClcare@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 GCIGRO@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



# GRIEVANCE REDRESSAL PROCEDURE

# 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/