

# STANDARD FIRE & SPECIAL PERILS POLICY POLICY WORDING

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to **Generali Central Insurance Company Limited** (hereinafter called the Company) the full premium mentioned in the said schedule, the company agrees, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

#### I. Fire

Excluding destruction or damage caused to the property insured by

- (i). its own fermentation, natural heating or spontaneous combustion.
- (ii). its undergoing any heating or drying process.
- (iii). burning of property insured by order of any Public Authority.
- II. Lightning
- III. Explosion / Implosion

#### Excluding loss, destruction of or damage

- (a) to boilers (other than domestic boilers), economizers or oth er vessels, machinery or apparatus (in which steam is generated), or their contents resulting from their own explosion /implosion
- (b) caused by centrifugal forces

#### IV. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

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#### V. Riot, Strike & Malicious Damage



# Loss of or visible physical damage or destruction by external violent means Directly caused to the property insured but excluding those caused by:

- (a) total or partial cessation of work or the retarding or interruption or cessation of any process or operations or omissions of any kind.
- (b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- (c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- (d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

# VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood And Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption, or other convulsions of nature. (Wherever earthquake cover is given as an 'add on cover" all the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted).

## VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- (a) the Insured or any occupier of the premises or
- (b) their employees while acting in the course of their employment.

### VIII. Subsidence and Landslide Including Rockslide

Loss, Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide/ Rockslide excluding:

- (a) the normal cracking, settlement or bedding down of new structures
- (b) the settlement or movement of made up ground
- (c) coastal or river erosion
- (d) defective design or workmanship or use of defective materials
- (e) demolition, construction, structural alterations or repair of any property or groundwork or excavations.

#### IX. Bursting and/ or Overflowing Of Water Tanks, Apparatus And Pipes

#### X. Missile Testing Operations

# XI. Leakage From Automatic Sprinkler Installations Excluding loss, destruction or damage caused by

- (a) Repairs or alterations to the buildings or premises,
- (b) Repairs, Removal or Extension of the Sprinkler Installation
- (c) Defects in construction known to the Insured.

# XII. Bush Fire

# Excluding loss, destruction or damage caused by Forest Fire.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by the memorandum hereon or attached hereto



signed by or on behalf of the Company.

#### (A) . GENERAL EXCLUSIONS

- 1. This Policy does not cover (not applicable to policies covering dwellings)
  - 1.1. Policies having Sum Inured up to I NR 10 crore per location 5% of claim amount subject to a minimum of Rs 10,000/-
  - 1.2. Policies having Sum Insured above INR 10 crore per location up to INR 100 crore per location 5% of claim amount subject to a minimum of INR 25.000
  - 1.3. Policies having Sum Insured above INR 100 crore and up to INR 1500 crore per location-5% of claim amount subject to a minimum of INR 5 lakhs
  - 1.4. Policies having Sum Insured above INR 1500 crore and up to INR 2500 crore per location 5% of claim amount subject to a minimum of INR 25 lakhs
  - 1.5. Policies having Sum Insured above INR 2500 crore per location 5% of claim amount subject to a minimum of INR 50 lakhs

#### The Excess shall apply per event per insured.

- 2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionizing radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - (a) Loss, destruction or da mage caused to the insured property by pollution or contamination excluding pollution or contamination which itself results from a peril hereby insured against
  - (b) any peril hereby insured against which itself results from pollution or contamination
- 5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents, of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- 6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any perils covered.
- 11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious Damage cover.



- 12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
- 13. Loss or damage to property insured if removed to any building or place other than in which it

is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

#### (B). GENERAL CONDITIONS

- 1. This policy shall be voidable in the event of mis-representation, mis-description or non disclosure of any material particular.
- 2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and occurrence confirmed in writing to this effect.

- 3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-
  - (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - (c) If the interest in the property passes from the insured otherwise than by will or operation of law.
- 4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- 6.
  (i). On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - (a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of



the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

(b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, and give to the Company, all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any atter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

- (ii). In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 month from the happening of the loss or damage unless the claim is the subject of pending action or arbitration, it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 7. On the happening of loss or damage to any of the property insured by this policy, the Company may
  - (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
  - (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - (c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - (d) sell any such property or dispose of the same for account of whom it may Concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 8. If the claim be in any respect fraudulent, or if any false declaration be made or use d in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefit under this Policy shall be forfeited.
- 9. If the Company at its option, reinstate or replace the Property damaged or destroyed, or an y part thereof, instead of paying the amount of the loss or damage, or join with any other Company or



insurer(s) in so doing, 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 the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be do ne, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the Property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- 10. If the Property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or da mage to the property by any other peril hereby insured against 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 rate able proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
- 11. If at the time of any loss or damage happening to any property hereby insured there be an y other subsisting insurance or insurances, whether effected by the insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 12. The insured shall at the expense of the Company do and concur in
  - doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any right and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.
- 14. Every notice and other communication to the Company required by these conditions must be written or printed.
- 15. At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be de ducted from the net claim amount payable under the policy. This c continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.



#### **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.

#### Redressal of Grievances

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

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

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/customer-service/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>

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, 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: IRDAN132CPPR0013V01201920

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/