

# NEON (GLOW) SIGN AND HOARDING INSURANCE POLICY WORDINGS

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#### **PREAMBLE**

WHEREAS the Insured designated in the Schedule to this Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Generali Central Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

#### **DEFINITIONS**

- 1. Accidental means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
- 2. **Business** means the business of the Insured as stated in the Policy Schedule and no other.
- 3. Claim means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
- **4. Deductible or Excess** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
- Frames and frameworks mean a structure; the immediate purpose of which is the enclosure or support of Sign Board but not the building or part of building on which the Sign Board is fixed.
- 6. Glow Sign means frame made of wood/Iron/plastic or any other material, on which advertisements are either affixed as a plastic sheet or painted on glass. The frame has bulbs/ tube lights/CFLs inside or outside the frame which glow by use of electricity.
- 7. **Hoarding** means a frame made of wood/Iron/plastic or any other material on which advertisements are either affixed or painted, and which does not have any internal electricity mechanism for glowing.
- 8. Insured Premises or Location means the place or location named in the Policy Schedule.
- 9. Neon Signs are electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases and have a frame made of wood/Iron/plastic or any other material used for displaying advertisement.
- 10. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
- 11. **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-insurance and Limitations.
- 12. **Policy Schedule** means the schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
- 13. **Sign Board** means advertising display, Hoardings, Glow Signs, Neon Signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the Policy Schedule.
- **14. Sum Insured** means the amount stated in the Policy Schedule, which shall be the Company's maximum liability under this Policy



- 15. Theft shall mean intending to take dishonestly any Sign Board out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Sign Board
- 16. We, Us, Our(s), Digit, Company, Insurer means Generali Central Insurance Company Limited
- 17. You, Your(s), Insured means the Person named in the Policy Schedule.

## **OPERATIVE CLAUSE**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed thereon that if the property described in the Schedule or any part thereof be destroyed or damaged by an insured peril, the Company will pay to the Insured the value of the destroyed or damaged property, at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule the sum respectively stated opposite thereto.

**Loss of or Damage to Sign Board**: The Sum Insured on each item or on the whole Total Sum Insured mentioned in the Policy Schedule.

We will pay up to the Sum Insured, as per the Sum Insured basis opted by You, for any loss of or damage to the Sign Board mentioned in the Policy Schedule fixed at the Insured Premises or Location arising out of the below mentioned perils: a) Accidental External Means b) Fire, Lightning, External Explosion

- c) Riot, strike, malicious damage
- d) Earthquake (fire and shock), subsidence and landslide (including rockslide) damage, flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances. e) Theft of whole Sign Board

Provided always that such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule or during any further Period for which We may accept payment for the renewal or extension of this Policy and by a cause not excluded under this Policy.

If We have admitted a claim under this Policy, We will also pay reasonable expenses necessarily incurred in connection with the following:

- a. Boarding up or temporary glazing pending replacement of the Sign Board;
- b. Replacing alarm, foil, lettering, painting, embossing, silvering or other ornamental work on glass following damage to such Sign Board c. Installation Costs.
- d. Removal of Debris.

Provided always that, Our liability will not exceed the Limits specified against each of the above items or the Total Sum Insured mentioned in the Policy Schedule, in respect of any one event and in aggregate for all occurrences during the Policy Period.

#### **Specific Exclusion:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:



- 1. The fusing or burning out of any bulbs and/or tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- 2. Mechanical or Electrical Breakdown failures or breakages and/or over-running, over-heating, overloading or strain.
- 3. Age related, wear & tear induced, manufacturing / installation defects, thermal stresses, and the like.

## A. Sum Insured Basis Options applicable

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

#### a) Market Value Basis

Sum Insured on Market Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Sign Board less depreciation for age, usage and condition.

#### b) Replacement Value Basis

Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Sign Board(s) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Sign Board by a new Sign Board in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

## B. Basis of Loss Settlement applicable

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Partial Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule against each Item:

#### 1. PARTIAL LOSS SETTLEMENT FOR SIGN BOARD:

#### a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

## b. Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

## 2. TOTAL LOSS SETTLEMENT FOR SIGN BOARD:

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule against each Item:



## a. Total Loss Settlement for Sum Insured Opted on Market Value Basis

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Sign Board as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

## b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis

In the event of Total Loss, We will pay You the Replacement Cost of the damaged Sign Board as on the Date of Loss i.e. the replacement value will be for a new Sign Board of same kind, capacity and specification excluding any allowance for betterment.

## **GENERAL EXCLUSIONS**

This Policy does not cover the following unless specially mentioned in the Policy Schedule and expressly insured by the Policy: -

- 1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
- 2. Breakage of lettering, unless the same is accompanied by the loss, destruction, damage to the Sign Board.
- 3. Loss of or Damage or Breakage to frame or framework of any type unless specifically agreed and mentioned in Your Policy Schedule.
- 4. Any damage to the Sign Board that existed before the Policy Inception i.e. any Pre-existing damage.
- 5. Loss or Damage due to gradual deterioration, deformation, distortion, wear and tear, the cost of normal upkeep and normal maintenance.
- 6. Any loss or damage caused wilfully or knowingly by You or Your Employee or Family Member.
- 7. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
- 8. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
- 9. Damage arising from the Sign Board being worked upon in any manner, including but not limited to repair, cleaning, maintenance or during its removal or replacement or erection or in the course of alteration to the Insured Premises or Location.
- 10. Damage to the Sign Board that is not completely and securely fixed.
- 11. Disfiguration, scratching, cracking or chipping unless part of fracture extending through the entire thickness of the Sign Board.
- 12. The cost of embossing, silvering, lettering, curving or ornamental work of any kind, unless specifically disclosed, agreed and mentioned in Your Policy Schedule.
- 13. Confiscation or detention by the order of any Government or Public Authority.
- 14. Consequential losses (including but not limited to loss of profit, business interruption, market loss).
- 15. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 16. Any Loss or Damage arising due to defective design or workmanship by the manufacturer or supplier.
- 17. Loss or damage or legal Liability directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war,



rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.

- 18. Loss or damage or legal Liability due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
- 19. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage 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, unless specifically agreed by Us and mentioned in Your Policy Schedule.

For the purpose of this endorsement an act of 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 organization(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.

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 the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

#### **OPTIONAL COVER**

Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) with effect from 1st April,2021(Applicable wherever Terrorism Cover is opted)

#### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from



time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

#### LOSSES EXCLUDED

- 1. loss by seizure or legal or illegal occupation; 2. loss or damage caused by: i voluntary abandonment or vacation, ii confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- 3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- 6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- 7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- 8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- 9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
- 10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;



- 11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- 12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service; 13. loss or increased cost as a result of threat or hoax;
- 14. loss or damage caused by or arising out of burglary, house breaking, looting, 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 action taken in respect of an act of sabotage and/or terrorism:
- 15. loss or damage caused by mysterious disappearance or unexplained loss;
- 16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- 17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
- 18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
- 19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
- 20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
- 21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
- 22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower. In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS\***

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000



### \*Whichever is applicable

#### ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

## SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

#### **GENERAL CONDITIONS**

#### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

#### 2. Disclosure of Information

This Policy shall be null and void and all premiums paid hereon shall be forfeited in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal



form, personal statement, declaration and connected documents, or any material information having been withheld.

#### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

#### 4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### 5. Reasonable Care:

The Insured shall take all the necessary steps to ensure that the Sign Board is protected against any kinds of damage or loss and shall properly maintain the Frames and Framework.

#### 6. Alteration of Risk

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us, if:

- any alteration to the situation or the position of the Sign Board in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Sign Board passes from the Insured to any other person or entity.
  Unless

and until You have notified Us of such alteration or change and We have agreed in writing for the same.

#### 7. Right to Inspect

You shall allow Us at any reasonable time to inspect the Sign Board, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

#### 8. Claim Procedure:

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall: a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under

this Policy, give written notice to Us to the address shown in the Policy Schedule; b. Take all steps within Your power to minimise the extend of loss or damage;

- c. In case of Theft or any malicious damage, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
- d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e. Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- f. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.



- g. Not incur any expenditure for which a claim may be made against Us without Our prior approval.
- h. Respond with clear information and / or details as requested for.

## 9. Condition of Average

If the Sign Board insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

## 10. Indemnity

We may at Our option reinstate, replace or repair the Sign Board lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and, in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Sign Board as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

#### 11. Reinstatement of Sum Insured after settlement of claim

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, prorate 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 to above shall be deducted from the net claim amount payable under the Policy.

This 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.

#### 12. Contribution

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.

#### 13. Subrogation

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any



rights and remedies or of obtaining relief or indemnity from other parties to which We 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 before or after his indemnification by Us.

#### 14. Arbitration:

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."

## 15. Policy 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:

- 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.
- 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.

#### 16. Renewal Notice:

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

UIN: IRDAN132RPMS0065V01202324

#### 17. Jurisdiction:



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

## 18. Geographical Scope:

The geographical scope of this policy will be India.

#### 19. Redressal of Grievance

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 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) - <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-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/