

# FARMER'S PACKAGE POLICY-GRIHA POLICY WORDING

Whereas the Insured has made to Generali Central Insurance Company Limited (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions and limitations, to indemnify the Insured, in excess of the amount of the Deductible and subject always to the Sum Insured and/or Limit of Indemnity against such loss as is herein provided.

#### A <u>Coverage</u>

If an insured event described in one of the Covers below occurs then the Company will make payment but only if:

- 1) the insured event arises or occurs during the Policy Period, and
- 2) only upto the available or remaining Sum Insured or Limit of Indemnity (or any sub-limit of either) as stated in the Schedule.

#### Section 1: Building & Contents

- 1) This section provides coverage for Insured's Buildings, Farmhouse and Contents in the Farmhouse on the same terms as if they were covered under the Company's GC Bharat Griha Raksha- attached as Annexure I (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
  - i) for the Policy Period only, and
  - ii) is subject to the same terms, conditions, exclusions and warranties as the Company's GC Bharat Griha Raksha-attached as Annexure I in all respects.

#### Section 2: Robbery & Burglary

- 1) This section provides coverage for:
  - i) loss or damage to the Building caused by actual or attempted Robbery or Burglary, and
  - ii) loss or damage to Contents in the Farmhouse caused by actual or attempted Robbery or Burglary, and

- iii) The reasonable costs incurred in changing damaged locks at the entry or exit points to or within the Building or the Farmhouse following actual or attempted Robbery or Burglary.
  - 2) **Special Conditions** The Insured shall:
  - i) take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost;



ii) immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company.

#### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover:

- i) for Valuables except for those items, if any, specifically listed in the Schedule; ii) for Cattle Livestock, Motor, and Pedal Cycle.
- iii) 5% of SI Minimum Rs 500/- Maximum Rs 10,000/-for each claim. iv) Where immediately Loss or Damage is not registered with Police. ii) Theft.

#### Section 3: Farm Produce

- 1) Cover is provided for loss or damage to Farm Produce stored in a godown or other Building on the Farm caused by:
  - i) Accidental fire;
  - ii) Lightning;
  - iii) The explosion of gas in a domestic appliance;
  - iv) Accidental impact damage;
  - v) Riot, strike or malicious damage.

#### 2) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for any loss or damage if Farm Produce (Solid or Liquid), which are easily ignitable/fast burning (e.g. Grass, hay, oily and /or greasy waste, straw) and flammable stored in the aggregate in excess of 1% of the total value of the stock.

#### Section 4: Agricultural Pump set

- 1) Cover is provided for the following:
  - a) Loss or damage occasioned on the Farm to the Insured's centrifugal Pump Set (whether electrical or diesel) used solely for Farm Business if caused by:
  - i) Accidental fire;
  - ii) Lightning;
  - iii) Sudden and unexpected mechanical or electrical breakdown;
  - iv) Riot, strike or malicious damage.
  - b) If the Company accepts a claim under Clause (1) i & ii then it will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set and transporting it to the closest repairer.



#### 2) Special Conditions

- i) It is a condition precedent to the Company's liability that upon the happening of any event that gives rise to or may give rise to a claim, the Insured shall immediately give the Company full details by telephone or telegram as well as in writing.
- ii) The Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
- iii) In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of the Sum Insured or actual whichever is lower subject to deduction of salvage value of burnt copper and deductible excess.

#### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- i) any fault or defect existing at the commencement date of this Policy whether or not known to the Insured or the Company;
- ii) loss or damage for which the manufacturer or supplier of the set is responsible;
- iii) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- iv) any maintenance costs for the set or any replacement parts;
- v) The cost of rectifying functional failures unless due to an insured event under this Cover.

#### Section 5: Poultry

1) Cover is provided for the death of the Insured's poultry on the Farm (in excess of the Mortality Rates shown in the Proposal Form) by disease or Accidental death, but cover shall immediately cease upon the Insured's sale or divestment of interest (temporary or permanent) in any poultry.

#### 2) Special Conditions

It is a condition precedent to the Company's liability that:

- a) the poultry are provided with proper feed, water and shelter;
- b) the Insured shall:
  - i) ensure that poultry is vaccinated at proper intervals by a qualified veterinary practitioner;
  - ii) de-beak poultry at regular intervals by engaging a qualified veterinary practitioner;



- deliver to the Company Daily Mortality Reports on a weekly basis, failing which it shall be deemed that there was no mortality for that particular week;
- iv) immediately upon discovery effectively isolate any poultry affected with any disease and take all precautions to protect against the infection of other poultry;
- v) notify the Company of a claim immediately and in any event within 72 hours of the occurrence of an insured event and produce the affected poultry or carcasses to the Company or its authorised representative if so requested; in the event of an epidemic that affects or is likely to affect more than 10% of the poultry the Insured shall additionally:
- (1) notify the Company within 12 hours of discovery of the epidemic, and
- (2) ensure that a qualified veterinary practitioner examines the poultry on a daily basis;
- the Insured shall not keep, introduce or allow the poultry into contact with any diseased or infected poultry or other animals, or allow poultry to be kept in any place where diseased or infected poultry or other animals have been kept;
- d) the Insured shall maintain and produce to the Company upon request proper regular records of the daily stock position, feed consumption, egg production, culling, the purchase and sale of poultry, de-beaking along with the certificates issued by a qualified veterinary practitioner for the same, and the poultry numbers at monthly intervals during the Policy Period duly certified by a qualified veterinary practitioner;
- e) in the event of any claim the Insured shall immediately provide the Company with a post mortem report issued by a qualified veterinary practitioner.

#### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- a) death in transit by any means;
- b) death or disease caused by or attributable to undergrowth, cannibalism, or the predatory action of other animals;
- c) Marek's disease, Ranikhet disease, Fowl Pox or Bronchitis unless the poultry has been inoculated against such diseases by a qualified veterinary practitioner at proper intervals and he has certified the same;
- d) Coccideosis and related diseases unless the Company is satisfied by the Insured that the diseases occurred in spite of the Insured having taken regular preventive and curative measures;

UIN: IRDAN132RPMS0002V02200910

e) malnutrition;



- f) the huddling or piling of poultry;
- g) Avian Leucosis Complex, Bird Flu.

#### Section 6: <u>Cart Protection & Liability</u>

- 1) This section provides coverage for following:
  - a) Loss or damage caused to the Insured's Cart by Accident or the malicious act of a third party.
  - b) If the Company accepts a claim under Clause 1)a), upto Rs.100/- per claim towards the cost of protecting and/or transporting the Cart to or from the closest repairer.
  - c) The death or permanent total disability of any animal attached to the Cart when damaged by an Accident under Clause 1)a) as long as the death or permanent total disability:
    - (i) is solely and directly caused by such event, and
    - (ii) occurs at the time of such event or within 30 days of it, and (iii) is properly certified by a qualified veterinary practitioner.
  - d) The death or permanent total disability of any authorised driver of the Cart ocurring within 12 months of and caused solely on account of the driver Accidentally sustaining Bodily Injury whilst mounting, dismounting from or driving the Cart.
  - e) Any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury or death sustained during the Policy Period whilst such third party is mounting, dismounting from or travelling as a passenger on the Cart, or the loss of or damage caused to a third party passenger's property whilst being carried on the Cart.

#### 2) Special Conditions

- a) In relation to Clause 1)c):
  - i) the humanitarian slaughter of an animal at the time of or within 30 days of the Accidental damage to the Cart and necessitated by the same shall be deemed to be death caused solely and directly by such event if the necessity for slaughter is properly certified by a qualified veterinary practitioner;
  - ii) the permanent total disability of an animal will be deemed to have occurred if a qualified veterinary practitioner properly certifies that at the time of or within

30 days of the Accidental damage to the Cart the injuries sustained by the animal rendered it permanently and totally incapable of pulling any cart or trailer:



- iii) if any animal is injured in circumstances that may give rise to a claim the Insured shall, immediately and at his own expense, have the animal examined by a qualified veterinary practitioner and follow any course of treatment recommened;
- iv) in the event of the death of an animal, the Insured shall give the Company at least 24-hours notice of his intention to dispose off the carcass and an opportunity to inspect the whole carcass before disposing of it.
- b) In relation to Clause 1)e), in the event of the Insured's death the Company shall, in respect of liability for Damages incurred by the Insured, indemnify his personal representatives provided that they comply fully with all the terms and conditions of this Policy as if they were the Insured.

#### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for the following:

- a) Any death, injury, loss, damage, liability or Damages arising out of or howsoever attributable to:
  - i) the use of any animal or Cart other than for Farm Business;
  - ii) the driver or any passenger of the Cart being under the influence of alcohol, drugs or hallucinogens;
  - iii) the driver or any passenger of the Cart committing or attemting to commit any criminal act.
- b) Additionally in relation to Clause 1)a):
  - i) loss or damage to any tyres or wheels, except that the Company shall pay 50% of the replacement cost of tyres if the Cart sustains damage covered under Clause 1) at the same time;
- ii) wear, tear, mechanical failure or breakdown or loss due to depreciation.
  - c) Additionally in relation to Clause 1)e), any claim in respect of, arising out of or howsoever attributable to:
    - i) property belonging to or in the custody or control of the Insured, any members of the Insured's family, household or persons engaged in or upon the service of the Insured;

UIN: IRDAN132RPMS0002V02200910

ii) loading or unloading

#### **Section 7: Tractors**

1) This section provides Coverage for Insured's Tractors on the same terms as if they were vehicles covered under the Company's Standard Commercial Vehicle Package Policy



(which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:

- a) for the Policy Period only, and
- b) is subject to the same terms, conditions, exclusions and warranties as the Company's Motor Policy in all respects.

#### Section 8: Pedal Cycle

- 1) This section provides Coverage for:
  - a) the loss of or damage to a Pedal Cycle belonging to the Insured or any member of the Insured's Family caused by Accident or the malicious act of a third party, and
  - any sum that the Insured is legally held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle.

#### 2) Special Exclusion:

Loss arising out of 'Theft'

#### 3) **Special Condition:**

The Company has no liability for and will not make any payment under this Cover for loss or damage:

- a) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
- b) caused or liability sustained by mechanical breakdown or overloading or strain;
- c) to accessories by theft unless the Pedal Cycle itself is stolen at the same time;
- d) caused by or arisisng from any failure to secure the Pedal Cycle when left unattended.

#### Section 9: Personal Accident

- 1) This section provides coverage for either:
  - a) the Named Insured's death within 12 months of having sustained Accidental Bodily Injury during the Policy Period; or



b) the Named Insured's Permanent Total Disability within 12 months of having sustained Accidental Bodily Injury during the Policy Period.

If the Company accepts a claim under Clause 1)a), then it will (in addition to the Sum Insured) also pay upto 2% of the Sum Insured or Rs.1,000/- (whichever is lower) towards the cost of transporting the Named Insured's remains from the place of death to a hospital, residence or cremation or burial ground

#### 2) Special Conditions

- a) If the Named Insured was suffering from any permanent disability before sustaining Accidental Bodily Injury, then the Company's payment shall be reduced by the extent of the pre-existing permanent disability as determined by the Company's medical advisors.
- b) The following are conditions precedent to the Company's liability:
  - The Insured shall immediately notify the Company of any and all changes during the Policy Period to the Named Insured's occupation or work undertaken as stated in the proposal. If any such change would have resulted in the Company charging a higher premium at the commencement date of this Policy then the Company's liability will be reduced pro-rata based on the rate of premium collected and the premium that should have been paid.
  - ii) In the event of any Accidental Bodily Injury that may give rise to a claim that the Named Insured shall:
    - (1) immediately and without any delay, consult a Doctor and follow such advice and treatment that the Doctor might recommend;
    - (2) take every other reasonable step and/or measure to minimise the consequences of the Bodily Injury;
    - (3) submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company;

- In the event of the Named Insured's death, the Insured shall give the Company written notice accompanied by a copy of the post mortem report (if any) within 14 days regardless of whether any other notice might already have been given to the Company. In the event of the Insured's death, his legal heir, executor or validly appointed legal representative shall give such written notice and documentation.
- c) The Company shall only make payment to the Insured or the Named Insured and, in the event of the Insured's death, then to his legal heirs, executor or validly appointed legal representative. Any such payment made in good faith by the Company as aforesaid shall operate as a complete and final discharge of the Company's liability to make payment for such claim.



#### 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for death or Permanent Total Disability caused by or arising from any of the following:

- a) Suicide, attempted suicide or self inflicted injury or illness.
- b) The influence of liquor or drugs.
- c) Any deliberate or intentional, unlawful or criminal act, error, or omission of the Insured and/or the Named Insured.
- d) Engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- e) The participation as driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- f) Curative treatments or interventions that the Insured and/or the Named Insured performs or has had performed on his body.
- g) Venereal or sexually transmitted disease.
- h) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- i) Pregnancy, resulting childbirth, miscarriage, abortion, or a complication arising out of any of the foregoing.
- j) The Insured's and/or the Named Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

#### Section 10: Baggage

 This section provides coverage for Insured and/or his Family against the Accidental loss or destruction of, or damage to personal baggage belonging to them or for which they are responsible whilst travelling anywhere in India beyond 25 Km radius of the insured premises.

9



#### 2) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for loss, destruction or damage to or caused by or arising from any of the following:

- a) Cracking scratching or breakage of lens or glass.
- b) Articles of a brittle or fragile nature, unless caused by an accident to a vessel, train, other mechanised vehicle or aircraft by which such baggage is conveyed by the Insured or his Family.
- c) Any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.
- d) Moth, mildew or vermin.
- e) Electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting, arcing, self heating or the leakage of electricity from whatever cause (including lightning).
- f) The mechanical derangement or over winding of watches or clocks.
- g) Theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied.
- h) Conveyance by any carrier under contract of affreightment.
- i) Valuables.
- j) Any item which did not form part of the contents of the baggage when the journey commenced unless specifically declared and accepted by the Company.
- k) Items within the baggage of a consumable nature.
- 1) Loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about.
- m) The leakage, spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature.
- n) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides.
- o) Any item of photographic equipment unless the whole unit is lost or destroyed.

#### B <u>Definitions (not applicable to Section I)</u>

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 1) 'Accident' or 'Accidental' means a sudden, unintended, fortuitous visible and external event.
- 2) 'Bodily Injury' means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
- 3) 'Building' means those buildings and structures listed in the Schedule (but not fencing, power poles and the overhead wiring between power poles) so long as they are owned by the Insured and used by the Insured for Farm Business.



- 4) 'Burglary' means the unforeseen and unauthorised entry to or exit from the Buildings or the Farmhouse (with the intent to steal Contents from it) by a third party using aggressive and detectable means.
- 5) 'Cart' means a non-mechanised and animal drawn cart as specified in the Schedule.
- 6) 'Contents' means the items listed in the Schedule so long as they belong to the Insured and are contained in the Farmhouse.
- 'Damages' means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
- 8) 'Deductible' means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
- 9) 'Defence Costs' means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
- 10) 'Doctor' means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
- 11) 'Family' means the Insured's spouse and children aged between 5 and 21 years if ordinarily resident with him.
- 12) 'Farm' means the place described in the Schedule comprising a single operating unit from which the Insured's Farm Business is conducted, so long as the Insured's Farm Business is conducted from that place.
- 13) 'Farm Business' means the type of farming business of the Farm as specified in the Schedule.
- 14) 'Farmhouse' means the building on the Farm belonging to the Insured and in which he ordinarily resides, as described in the Schedule.
- 15) 'Farm Produce' means food grown on the Farm intended for commercial sale in the course of the Farm Business, but does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos.
- 16) 'Insured' means the person or entity named in the Schedule.
- 17) 'Limit of Indemnity' means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy)
  - for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.

- 18) 'Named Insured' means the person or persons named in the Schedule.
- 19) 'Pedal Cycle' means the pedal cycle described in the Schedule.
- 20) 'Permanent Total Disability' means the certification by a Doctor of the Insureds and/or Named Insured's total, continuous and permanent:
  - a) loss of sight of both eyes;



- b) physical separation of or loss of ability to use both hands or both feet;
- c) physical separation of or loss of ability to use one hand and one foot;
- d) loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
- 21) 'Period of Insurance' means the period between the Retroactive Date and the expiry date specified in the Schedule and, if no Retroactive Date is specified, then the Policy Period.
- 22) 'Policy' means the proposal, the Schedule, the policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 23) 'Policy Period' means the period between the commencement date and the expiry date shown in the Schedule.
- 24) 'Pump Sets' means the pump sets specified in the Schedule.
- 25) 'Robbery' means the theft of Contents at the Farmhouse using unforeseen, aggressive and violent means against the Insured or persons engaged in or upon the service of the Insured.
- 26) 'Schedule' means the Schedule attached to and forming part of this Policy.
- 'Sum Insured' means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (regardless of the number of Insureds or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- 28) 'Tractor' means the tractor described in the Schedule.
- 29) 'Valuables' means:
  - a) Gold or silver or any precious metals or articles made from the same;
  - b) Watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - c) Deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

## C General Exclusions (not applicable to Section I)

These General Exclusions apply in addition to the Specific Exclusions stated under the individual Covers above. Unless specifically stated to be covered in any Cover, the Company has no liability for and will not make any payment under this Policy for any claim under any Cover caused by or arising from any of the following:

- 1) The Insured's:
  - a) consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
  - b) legal liability;
  - c) any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.

UIN: IRDAN132RPMS0002V02200910

2) Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.



- 3) Liability more specifically insured elsewhere.
- 4) Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
- Any claim in which the Insured, his servants, Family, household or persons engaged in or upon the service of the Insured are or are alleged to be involved.
- lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 7) Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- 8) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism or terrorist acts or activities military or usurped power or confiscation or nationalisation or requisition of or loss of or damage to property by or under the order of any government or public authority.
- 9) Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- 10) Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
- 11) Act of terrorism

#### D General Conditions (not applicable to Section I)

#### 1) Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Named Insured, shall be a condition precedent to any liability of the Company under this Policy.

## 2) Reasonable Care

The Insured and/or, where applicable, the Named Insured, Family, household, or persons engaged in or upon the service of the Insured shall:

- a) take all reasonable precautions to prevent loss, destruction, damage, accident, bodily injury or any other matter for which a claim might be made under this Policy;
- b) after an insured event has taken place, do or cause to be done everything necessary to minimise the quantum of any claim that may be made;
- c) ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- d) hen the Farmhouse or Buildings are left unattended or unoccupied, ensure that all means of entry to or exit from them have been properly and safely secured and any security system or aid has been properly deployed;



- e) keep the Farmhouse and Buildings, other buildings, ways and other maintainable property in a good state of repair;
- f) comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
- g) if any defect is discovered, by complaint or otherwise, take immediate steps to remedy or rectify the same and in the meantime take or cause to be taken such temporary precautions as may reasonably be required in the circumstances;
- h) exercise all reasonable care and diligence in the selection of employees or other persons engaged or to be engaged in or upon the service of the Insured;
- i) not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
- j) properly maintain all appliances, plant, machinery and any equipment and use the same or ensure that they are used only in accordance with the manufacturers recommendations and/or within capacity.

## 3) Duties & Obligations after Occurrence of an Insured Event

Without derogation from any Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy, the Insured shall:

- a) immediately and in any event within 14 days (48 hours in the case of a claim under Cover 2 [Robbery and Burglary]) give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief;
- b) if asked to do so by the Company, immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company;
- c) within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- d) expeditiously provide the Company, its representatives and appointees with all the information, assistance, records and documentation that they might require;
- e) in relation to any third party liability claim for which cover is available under this Policy:
  - not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection with it without the written consent of the Company;
  - ii) permit the Company to take over and conduct in the name of the Insured the defence and/or settlement of any such claim and to incur Defence Costs, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require; if the Company, in its sole and absolute discretion, chooses to exercise its right hereunder then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner the Company's liability or obligations under this Policy beyond those that would have existed had the Company not exercised its right;



#### 4) Basis of Claim Settlement

Without derogation from any Special Conditions applicable to a particular Cover and subject always to the Sum Insured/Limit of Indemnity or sub-limits or the amount remaining of the same:

- a) Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the Company will pay the repair or reinstatement cost limited to the cost of repairing ir restoring the item to its condition immediately before the happening of the insured event.
- In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
- c) In the case of the death of any animal insured under this Policy, the Company will pay in the same proportion as the number of deceased animals compared to the total number of animals insured bears to the Sum Insured.
- d) All items that can be insured under any Cover of this Policy must be insured at their replacement value as at the commencement date of the Policy Period, which:
  - i) for buildings means the reconstruction cost of the building with a building of the same type and specification, inclusive of all ancillary costs;
  - ii) for other items means replacement with an equivalent item of the same kind and capacity;
  - iii) for animals means the cost of replacing the animals with animals of the same type, breed, age and health.

If all items have not been insured and/or have been insured at a value less than their replacement value, then the Company's payment shall be proportionately reduced and the Insured shall be considered his own insurer of the difference.

- e) in relation to any third party liability claim for which cover is available under this Policy:
  - Defence Costs incurred by the Company by or on behalf of the Insured shall first reduce the Limit of Indemnity.
  - ii) All claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one claim under this Policy and as having been made at the time when the first claim was made in writing.
  - The Company will not settle any claim without the consent of the Insured, but if the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with the Company's prior written consent up to the date of such refusal.
  - iv) In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured or any Insured under this Policy in respect of that claim.



- v) All amounts expended by the Company on its own behalf and on the Insured's behalf in the payment of any claim and/or in Defence Costs in the course of the investigation, defence and settlement of any Claim will reduce the Limit of Indemnity.
- f) If, at the time of any claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- g) The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- h) The Company shall not be liable to make any payment for a claim made under any Cover until such time as it has been fully satisfied by the Insured of the existence and amount of a claim and the Company's liability for it.
- i) The Company's liability to make any payment under the Policy is in excess of the Deductible.
- j) If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

#### 5) Right of Inspection

- a) The Company or its representatives may at any time undertake an inspection of any property or items insured hereunder and shall be entitled to the Insured's full cooperation and assistance in such inspection in terms of permitting access and providing information or documentation.
- b) The Insured shall comply with recommendations for improvements or risk minimisation made by the Company (with or without an inspection) within the time period specified.
- c) Nothing in this General Condition 5) shall in any way take away from or reduce the Insured's obligations under this Policy (including in particular General Condition 2)) or the Insured's disclosure obligations upon inception or renewal, which shall in all cases be assessed as if this General Condition 5) did not exist or any inspection or recommendation made pursuant to it had not been made.
- d) Any inspection undertaken by the Company shall not be or be deemed to be a warranty or assurance that the item so inspected is safe or in proper condition.

#### 6) Cancellation

#### **Cancellation of policy by the Insurer:**

The Company may at any time cancel the Policy and wherever applicable, the certificate, 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.

UIN: IRDAN132RPMS0002V02200910

#### Cancellation of policy by the Insured:



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

Refund of premium will apply in the following manner:

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

#### 7) Notices

- a) Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
- b) Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

#### 8) Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

#### 9) Entire Contract

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

#### 10) Arbitration Clause

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

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

#### 11) Territorial Limits

This Policy covers insured events arising during the Policy Period within India save in respect of Cover 9 (Personal Accident) and Cover 10 (Baggage). The Company's liability to make any payment under any Cover shall be to make payment within India and in Indian Rupees only.

UIN: IRDAN132RPMS0002V02200910

#### **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 <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>

#### Annexure I

#### **GC BHARAT GRIHA RAKSHA -POLICY WORDINGS**

You chose this **GC Bharat Griha Raksha** Policy and applied to Us for insurance covers of Your choice.

You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

#### **Clause A. This Policy and the Insurance Contract**

- 1. Your Policy: This GC Bharat Griha Raksha Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.

## 2. To whom this Policy is issued and what it covers:

- a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - 1. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.

- b. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
- **3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:



- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.
- **4. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning			
Bank	A bank or any financial institution			
Carpet Area	<ol> <li>for the main building unit of Your Home, it is the net usable floor area excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internation walls of the residential unit;</li> <li>for any enclosed structure on the same site, it is the net usable floor area of such structure; and</li> <li>for any balcony, verandah area, terrace area, parking area, or an enclosed structure that is part of Your Home, it is 25% of its neusable floor area.</li> </ol>			
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.			
Cost of	The amount required to construct Your Home Building at the			
Construction	Commencement Date. This amount is calculated as follows:			
	<ul> <li>a. For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date.  The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</li> <li>b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</li> </ul>			
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.			
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.			
General Contents	<b>General Contents</b> are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.			



Valuable Contents	<b>Valuable Contents</b> of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.

and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.  Policy Schedule The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.  Premium The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.  Pucca Construction other than Kutcha Construction  Spouse Your wife or husband.  Sum Insured The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.  Total Loss A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.  We, Us, Our, Insurer Known as Future Generali India Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) that has provided Insurance Cover under this Policy; of the Company.  You, Your, Insured Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as	17. (.)				
cloth/asphalt/canvas/tarpaulin and the like.  Policy Period Policy period means the period commencing from the effective date and time  as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.  Policy Schedule The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.  Premium The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.  Pucca Construction other than Kutcha Construction  Spouse Your wife or husband.  Sum Insured The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.  Total Loss A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured Company Limited (Formerly known as Future Generali India Insurance Company Limited) that has provided Insurance Cover under this Policy; of the Company.  You, Your, Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.  Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as					
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Building having an enclosed structure and a roof, basement (if any) and used as	Your Home	Your Home Building is a building consisting of a residential unit.			
i a uweiling place described in detail as bei <b>Glause G (4)</b> Ul IIIIs FUIIGV.		a dwelling place described in detail as per Clause C (2) of this Policy.			
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## **Clause B. Insured Events**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.



The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B		
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property		
1	Fire	caused by burning of Insured Property by order of any Public Authority.		
2	Explosion or Implosion	-		
3	Lightning	-		
4	Earthquake, volcanic eruption, or other convulsions of nature	-		
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-		
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. 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, or demolition, construction, structural alterations or repair of any property, or groundworks or excavations.		
7	Bush fire, Forest Fire, Jungle Fire	-		
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.		
9	Missile testing operations	-		
10	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or temporary or permanent dispossession of Your Home by unlawful occupation by any person.		
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.		
12	Bursting or overflowing of water tanks, apparatus and pipes,	-		
12	Leakage from automatic sprinkler installations.	<ul> <li>a. repairs or alterations in Your Home or the building in which Your Home is located,</li> </ul>		



		b. repairs, removal or extension of any sprinkler installation, or defects in the construction known to
		You.
	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. any article or thing outside Your Home,
14		or b. any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted

#### Clause C. Home Building Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in **Clause B** of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C** (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C** (6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

#### 2. Your Home Building

a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

#### b. Your Home Building includes

- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
  - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
  - b) compound walls, fences, gates, retaining walls and internal roads,
  - c) verandah or porch and the like,
  - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
  - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

#### 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to

Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.



c. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what Clause C (5) (c) of this Policy provides for, We will pay You the following expenses:
  - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer; ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- **6. Loss of Rent and Rent for Alternative Accommodation:** In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
  - a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
  - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
  - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
  - d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
  - Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover. Clause D. Home Contents Cover

#### 1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

#### 2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to



- have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.
- f. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

#### 3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

#### Clause E. Additional Covers

#### 1. Optional Covers:

- a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover): For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).
  - i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
  - ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

## b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

UIN: IRDAN132RPMS0002V02200910

#### 2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

#### Clause F. Exclusions

Exclusions (What We do not cover) for all covers under this policy



We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, wilful or intentional act or ommission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event,
  - or ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 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. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.

#### Clause G. Conditions

#### (I) Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

## 2. Obligation to take care: You must:

a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that



- are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

#### 3. Inform change in circumstances: You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You.
- d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 5. Make true statements and full disclosure in the claim and related documents You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

#### (II) Renewal of Policy

- 1. **End of Policy**: This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- **3. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

#### (III) Cancellation and Termination of Policy

#### 1. Cancellation by You at any Time

- **a.** You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- **b.** If You cancel the policy, We will refund premium as follows: **For Annual Policies Short Period Scale:**

Time for which Policy in force	Refund of premium
For a period not exceeding 15 days	90 % of Annual premium
For a period not exceeding 1 month	85% of Annual premium
For a period not exceeding 2 months	70% of Annual premium
For a period not exceeding 3 months	60% of Annual premium
For a period not exceeding 4 months	50% of Annual premium
For a period not exceeding 5 months	40% of Annual premium
For a period not exceeding 6 months	30% of Annual premium
For a period not exceeding 7 months	25% of Annual premium
For a period not exceeding 8 months	20% of Annual premium
For a period not exceeding 9 months	15% of Annual premium
For a period exceeding 9 months	No refund

UIN: IRDAN132RPMS0002V02200910

#### 2. Cancellation by Us:



a. We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation on Your part.

#### 3. Automatic termination of the Policy

This Policy will automatically end in the following cases:

a. **Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

- b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. Change of use of Your Home Building or Home Contents: The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents: This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

#### e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

#### (IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

#### 1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
- i. the Policy Number,
- ii. Your name,
- iii. details of report to the police that You made, iv. You made, v. details of the Insured Event, vi. details of report to any Authority that a brief statement of the loss,

UIN: IRDAN132RPMS0002V02200910

vii. particulars of any other insurance of Your Home Building or any of Your Home Contents, viii. details of loss or damage under any Optional

Cover or Add-ons, ix. submit photographs of loss or physical damage, wherever possible.



#### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim; ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

#### 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

#### 4. Submit claim

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

#### 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and

UIN: IRDAN132RPMS0002V02200910

iii. We can also inform the police, and start legal proceedings against You.



#### 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

#### 8. Recovery action by Us

a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose.

You must not do anything which will prejudice Our right. We can do this

- i. without seeking Your consent, ii. in Your name, and iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### **Clause H. Changes to Covers**

- You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change.
   It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

#### Clause I. Waiver of Underinsurance

Underinsurance does not apply to the **GC Bharat Griha Raksha** Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

#### Clause J. Other Details

#### 1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

UIN: IRDAN132RPMS0002V02200910

#### 2. Nomination for this Policy



You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: <a href="https://generalicentralinsurance.com">https://generalicentralinsurance.com</a>

#### 3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

#### Clause K. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

#### 1. Our Grievance Redressal Officer

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

You can directly contact our Grievance Redressal Officer at our Head office.

You can email to : <a href="mailto:gcigro@generalicentral.com">gcigro@generalicentral.com</a> or call at: 7900197777
You can write directly to our Grievance Redressal Cell at our Head office:

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.

Please send your complaint in writing. You can use the complaint form, annexed with your policy. Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster

#### 2. Consumer Affairs Department of IRDAI

- a. In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an email to complaints@irdai.gov.in. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b. You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department- Grievance Redressal Cell, Sy.No.115/1,Financial District, Nanakramguda, Gachibowli, Hyderabad-500032.
- c. You can visit the portal http://www.policyholder.gov.in for more details.

#### 3. Insurance Ombudsman

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available at <a href="https://www.cioins.co.in//">https://www.cioins.co.in//</a> on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <a href="https://www.policyholder.gov.in">www.gcouncil.in</a>, the Consumer Education Website of the IRDAI at <a href="https://www.policyholder.gov.in">https://www.policyholder.gov.in</a>, or from any of Our Offices.

UIN: IRDAN132RPMS0002V02200910

Link: generalicentralinsurance.com/customer-service/grievance-redressal

#### Clause L. Information about Us

Generali Central Insurance Company Limited



Address: Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg,

Vikhroli (West), Mumbai – 400083 CIN: U66030MH2006PLC165287 E-mail: gcicare@generalicentral.com

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

#### **STANDARD SPECIAL CLAUSE**

#### Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

## SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT Forming part of Policy No:

Sabotage and Terrorism Damage Cover Endorsement (Material Damage only)

#### **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

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

- 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.

n 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, 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

UIN: IRDAN132RPMS0002V02200910

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.

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: gcicare@generalicentral.com | Toll-free Phone: 1800 220 233 / 1860 500 3333/ 022 6783 7800



## GRIEVANCE REDRESSAL PROCEDURE

#### Dear Customer,

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

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

#### What is a grievance?

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

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

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

Helpline	Website	Email	Branch GRO	Complaint Form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800 Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.	Click here to know more	Write to us at 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/