

FARMER'S PACKAGE POLICY-SOOKSHMA 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 Coverage

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 up to the available or remaining Sum Insured or Limit of Indemnity (or any sub-limit of) as stated in the Schedule.

Section 1: Building & Contents

- 1) This section provides coverage for Insured's Buildings, and Contents at the Insured location on the same terms as if they were covered under the Company's GC Bharat Sookshma Udyam Suraksha-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 Sookshma Udyam Suraksha-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 at the Insured location 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 at the Insured location 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;
- iii) 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;
- c) 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 postmortem 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) Coccidiosis 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;

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

Section 6: Cart Protection & Liability

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 occurring 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 recommended;
 - 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 attempting 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;
 - 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
 - b) 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 arising 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:

- i) 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;
- iii) 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

- 1) 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.

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.
- l) 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 Definitions not applicable to Section 1

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 at the Insured location (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 at the Insured location.
- 7) '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) '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.
- 15) 'Insured' means the person or entity named in the Schedule.
- 16) '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.

- 17) 'Named Insured' means the person or persons named in the Schedule.
- 18) 'Pedal Cycle' means the pedal cycle described in the Schedule.
- 19) '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.
- 20) '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.
- 21) '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.
- 22) 'Policy Period' means the period between the commencement date and the expiry date shown in the Schedule.
- 23) 'Pump Sets' means the pump sets specified in the Schedule.
- 24) 'Robbery' means the theft of Contents at the Insured location using unforeseen, aggressive and violent means against the Insured or persons engaged in or upon the service of the Insured.
- 25) 'Schedule' means the Schedule attached to and forming part of this Policy.
- 26) '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.
- 27) 'Tractor' means the tractor described in the Schedule.
- 28) '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 1

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.
- 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.
- 5) 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.
- 6) Ionising 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 1

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) when the Insured location 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 Insured location 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:
 - i) 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 or restoring the item to its condition immediately before the happening of the insured event.

- b) 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:
 - i) 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.
 - iii) 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 of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven

(7) calendar days.

Cancellation of policy by the Insured:

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

Refund of premium will apply in the following manner:

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

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) **Dispute Resolution**

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.

REDRESSAL OF GRIEVANCE

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

Website: <https://generalicentralinsurance.com>

Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: gcicare@generalicentral.com

Courier: Grievance Redressal Cell, Generali Central Insurance Company Limited

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

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at GCIGRO@generalicentral.com or call at: 7900197777

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

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

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

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"

ANNEXURE 1

You chose this **GC Bharat Sookshma Udyam Suraksha** Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. 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 Sookshma Udyam Suraksha** Policy is a contract between You and Us as stated in the following:

- i. This Policy document;
- ii. The Policy Schedule attached to this Policy document;
- iii. Any Endorsement attached to and forming part of this Policy document;
- iv. Any Add-on to this Policy that You may have purchased from Us;
- v. The proposal and all declarations made by You or on Your behalf;

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

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.
Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.
- ii. 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.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property 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 the Policy as an additional Clause.

3. **The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.

4. **Special Meanings of Words:** Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

Word/s	Specific meaning
Agreed Value	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
Bank	A bank or any financial institution
Building	Any building or structure in Your Premises, where You carry on Your Business. It includes: a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
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.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.

Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
Kutchra Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/ bamboo/ plastic cloth/asphalt/canvas/tarpaulin and the like.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
Partial Loss	Any loss other than Total Loss.
Plant and Machinery	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
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	Construction other than Kutchra Construction
Reinstatement/Replacement	Reinstatement/Replacement is defined as: i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

Reinstatement/Replacement Value	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
Stocks	Any stock of goods or merchandise. It may be: i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
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 of that item or in total.
We, Us, Our, Insurer	The Generali Central 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	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

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 loss or damage, or destruction caused to the Insured Property by

1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
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 Premises stand, 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 e. 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, animal, falling trees, aircraft, wall etc.)	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9.	Missile testing operations	-

10.	Riot, Strikes, Malicious Damages	caused by a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events	if it is a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

Clause C. The Standard Cover

1. What We cover:

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give **In-built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

2. Basis of Sum Insured:

- i. For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents:
Reinstatement Value
- ii. For Stocks:
 - a. For raw material: landed cost at Your Premises.
 - b. For stock in process: input cost of the stock at the time of loss.
 - c. For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

Contract Price is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The

Company's liability shall be based on the Contract Price.

iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

3. Restoration of Sum Insured:

Except as stated in **Clause G (III) (3) (e)** of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums 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.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of loss, exercise Your option not to restore the Sum Insured.

4. In-Built Covers:

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expenses.

4.1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

4.3. Temporary removal of stocks:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

4.4. Cover for Specific Contents:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

4.5. Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh (Rupees One Lakh) during the policy period.

4.6. Professional fees:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

4.7. Costs for removal of debris:

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

4.8. Costs compelled by Municipal Regulations:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this

extension will also be proportionately reduced.

- iii. All other terms and conditions of this Policy will apply to this extension.
- iv. These costs will not include
 - a. the costs incurred for complying with such regulations,
 - for destruction or damage occurring before Commencement Date,
 - for destruction or damage not insured under this Policy,
 - under which You have received notice before the destruction or damage occurred.
 - b. any additional cost required to repair or reconstruct the Insured Property to a condition
 - c. equal to its condition when new, had the need to comply with the regulation not arisen.
 - d. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

Clause D. Exclusions, that is, what We do not cover

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

1. i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. 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. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. 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.
8. 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.
9. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
 - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.

11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
 - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - ii. Stock covered under **Clause (C) (4.3)** of this Policy -.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.

Clause E. What We Pay

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
 - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
 - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
 - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
 - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
 - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a Total Loss, We will pay You as follows:
 - i. landed cost at Your Premises for Stock of raw materials,
 - ii. total manufacturing cost for Stock of finished goods,
 - iii. the input value of Stock in process at the time of loss,
 - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable

time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
 - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
 - ii. If You do not wish to Reinstatate the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy.

Clause F. Underinsurance

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this **GC Bharat Sookshma Udyam Suraksha** Policy, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.

Clause G. Conditions

I) Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
 - i. 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 declarations given by anyone else on Your behalf.
 - ii. 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, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other 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, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

2. 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 Your claim. We may also cancel Your policy.

3. Obligation to take care: You must:

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

4. Inform change in circumstances:

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- iii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

5. 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 enter Your Premises, inspect it, take photographs and where required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **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.
3. **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.

III) Cancellation and termination of Policy

Cancellation of policy by the Insurer:

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

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

Cancellation of policy by the Insured:

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

Refund of premium will apply in the following manner:

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

1. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. 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 revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
 - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
 - ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property 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. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers 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.
- g. **Policy not invalidated:** The Policy is not invalidated:
 - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer.

- ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
- iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

(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 loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- 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. details of report to any authority that You made,
 - v. details of the Insured Event
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises.
 - viii. details of loss or damage under Add-ons, if any, and
 - 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 the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property,
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
 - 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 acts 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

- i.
 - a. 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.
 - b. 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.
- ii. 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

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details.

- i. You must support Your claim for Insured Property 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 Insured Property, 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.
- iv. You must give Us, when We request, any additional information that We require for verifying Your claim.

6. Fraudulent claim

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

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- i. 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.
- ii. 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.

- iii. 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.
- iv. We will ensure that Our actions do not impose any liability on You.

8. Our rights relating to Insured Property

- i. We must investigate/survey to confirm that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
 - a. We and Our representatives will visit Your Premises and inspect the Insured Property,
 - b. We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
 - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

9. Recovery action by Us

- i. 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 the Insured Property. 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.
- ii. 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.
- iii. 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

- 1. You can choose to make changes to the covers of this Policy, for example, take additional cover 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.
- 2. This Policy (including the Policy Schedule, the proposal, declarations, the Endorsements) consists of the entire contract between You and Us.

Clause I. Other details

- 1. **Designation of Insured Property**
For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.
- 2. **Notices**

- i. 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.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

3. Applicable law and jurisdiction

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

Clause J. 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 : GCIGRO@generalicentral.com 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
Address: Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg,
Vikhroli (West), Mumbai – 400083

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 <https://www.cioins.co.in/> 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 www.gcouncil.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

Note: Insurer to give details of Insurance Ombudsmen.

Clause K. 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 any Insured Property 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. In this Clause, the word 'Bank' includes any financial institution.

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 the Insured Property or Your Premises, 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.

**TERRORISM CLAUSE/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 micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;

19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

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

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS*

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

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

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

*Whichever is applicable

ADD ON COVERS

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

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

MID TERM COVER

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

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

CANCELLATION CLAUSE

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

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

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

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"

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

GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

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

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

What is a grievance?

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

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

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

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

By when will my grievance be resolved?

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

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

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

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

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

What if I am not able to register my grievance?

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

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

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

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

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

Insurance Ombudsman:

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

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