

# PLATE GLASS INSURANCE POLICY POLICY WORDINGS

Whereas the Insured has made to the Future Generali India Insurance Company Limited (hereinafter called the "Company") a proposal which it is agreed shall be the basis of this Policy and is incorporated herein, and has paid the premium specified in the Schedule, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this policy.

#### 1. Operative Part

The Company will indemnify the Insured, subject to the Deductible and the Limit of Indemnity, in respect of:

- 1.1. any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- 1.2. the cost of erecting any temporary boarding necessitated by such loss or damage to Plate Glass, and
- 1.3. the reasonable cost of repairing and reinstating Frames and Framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment of Rs.5,000/- for each and every Claim.

#### 2. Definitions

- 2.1. 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 references to the male gender shall include references to the female gender wherever the context so permits:
- 2.2. "Policy" means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
- 2.3. "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
- 2.4. "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of any claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the Deductible.
- 2.5. "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.



- 2.6. "Insured" means the person named in the Schedule.
- 2.7. "Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and only one Deductible shall be applicable in respect of such Claim.
- 2.8. "Insured Premises" means the place named in the Schedule.
- 2.9. "Schedule" means the schedule attached to and forming part of this Policy.
- 2.10. "Plate Glass" means the glass described in Schedule. 1.11"Frames" and "Framework" shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
- 2.11. "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
- 2.12. "Business" means the business carried on at the Insured Premises as described in the Schedule.
- 2.13. "Frames" and "Framework" shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.

#### 3. Exclusions

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- **3.1.** 1. Any loss or damage that could have been insured against under a fire policy.
- **3.2.** 2 Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances. If the Company asserts that by reason of this exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
- **3.3.** War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
- **3.4.** Cracked, scratched, or imperfect Plate Glass.



- **3.5.** Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- **3.6.** 6 Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- **3.7.** 7 Any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the Insured.
- **3.8.** 8 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear weapons material 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.
- **3.9.** 9 During the course of any alteration, removal or repair to the Plate Glass.

If the Company asserts that by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

#### 4. General Conditions

#### 4.1. Notifications of Claims

It is a condition precedent to the Company's liability hereunder that upon happening of any insured event under this Policy the Insured shall:

- **4.1.1.** Immediately and in any event within 14 days give written notice to the Company to the address shown in the Schedule, and provide the Company with such information and documentation (in relation to the quantum of the Claim and otherwise) that the Company may request, and
- **4.1.2.** not incur any expenditure for which a Claim may be made against the Company without the Company's prior written consent.

#### 4.2. Assessment of Payment

- **4.2.1.** The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
  - **4.2.2.** If the Company opts to make payment to the Insured, then:



- **4.2.3.** 1The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- **4.2.4.** Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
- **4.2.5.** 3 The Company's liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.
- **4.2.6.** All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

#### 4.3. Subrogation

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 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 .

# 4.4. Average

If the property hereby insured shall at the time of any Claim be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item insured hereunder shall be separately subject to this condition.

#### 4.5. Reasonable Precautions

The Insured shall take all necessary precautions to protect the Plate Glass against any loss or damage and shall properly maintain the Frames and Framework.

#### 4.6. Alteration of Risk

In the event of any alteration to the situation or the position of the glass in the Insured Premises or to the Business or to the occupancy of the Insured Premises, or any other material change in the information provided by the Insured in its proposal, the cover provided hereunder shall be suspended and no payments shall be made by the Company unless and until the Insured has notified the Company of such change and the Company has confirmed in writing that the suspension has been lifted

#### 4.7. Contribution



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

#### 4.8. Fraud

If the Insured 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.

#### 4.9. Cancellation

The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud or non-cooperation by the insured by sending fifteen days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy. The policy may also be cancelled by the insured at any time by giving fifteen days' notice in writing to the refund of premium at Company's short period premium calculation.

#### 4.10. Arbitration

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

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

### 4.11. Observance of Terms and Conditions

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

#### 4.12. Renewal Notice

The Company shall not be bound to accept any renewal premium nor to give notice that such is due.

#### 4.13. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. 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. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.



#### 4.14. Territorial Limits

The indemnity provided under this Policy is restricted to Claims occurring in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

#### 4.15. Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

#### 4.16. Redressal of Grievance

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

Website: https://general.futuregenerali.in/

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

Email: Fgcare@futuregenerali.in

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. 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 fggro@futuregenerali.in or call at: 7900197777

For updated details of grievance officer, kindly refer the link - <a href="https://general.futuregenerali.in/customer-service/grievance-redressal">https://general.futuregenerali.in/customer-service/grievance-redressal</a>

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 Integrated Grievance Management System - <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>



# **GRIEVANCE REDRESSAL PROCEDURE**

Dear Customer,

At Future Generali, 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 expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed 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	Click here to know more	Write to us at fgcare@futuregenerali.in	Click here to know your nearest branch.	Click here to raise a complaint

# By when will my grievance be resolved?

- You will receive grievance acknowledgement from us within 3 business days 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 Office at fggro@futuregenerali.in
- You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

# Future Generali India Insurance Company Ltd.

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



# **GRIEVANCE REDRESSAL PROCEDURE**

# What if I am not able to register my grievance?

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

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

- Call 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@futuregenerali.in) as complaints for faster attention or speedy disposal of grievance, if any.

#### **Insurance Ombudsman:**

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

Click here to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

Click here to access the list of insurance ombudsman offices.