

# FG SOOKSHMA LITE POLICY WORDINGS

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# FG SOOKSHMA LITE POLICY WORDINGS

You chose this **FG SOOKSHMA LITE** 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 FG SOOKSHMA LITE 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/Optional covers 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/optional 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          | <ul> <li>A bank or any financial institution</li> <li>Any building or structure in Your Premises, where You carry on Your Business.</li> <li>It includes: <ul> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following 'additional structures' located on Your Premises and used for Your Business, that are shown in the Policy Schedule: <ul> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>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,</li> <li>iv. water, gas and sewage pipeline within Your premises or v. any other structure shown in the Policy Schedule.</li> </ul> </li> </ul></li></ul> |  |  |
| 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,<br>Stocks and other Contents which, for the purposes of Your Business<br>on any one location, You own, or hold as tenant or occupant, or hold<br>in trust or on commission, or are legally responsible for as part of Your<br>trade, even if You have not taken insurance cover for any of them.  |  |  |
| Insured Property  | The Building, Plant and Machinery, Furniture, Fixture and Fittings,<br>Stocks and any other Contents that are declared and insured by You<br>under this Policy, and are located in Your Premises unless specifically<br>stated in this Policy. The Insured Property is shown in the Policy<br>Schedule.   |  |  |



| Kutcha Construction                | Building(s) having walls and/or roofs of wooden planks/thatched<br>leaves and/or grass/hay of any kind/bamboo/plastic<br>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, cheq<br>crossed banker's drafts, postal orders, luncheon vouchers, cur<br>postage stamps, trading stamps, National Savings Certifica<br>Premium Bonds, credit sales vouchers or receipts, unexpired unit<br>franking machines, gift tokens and consumer redemption vouch<br>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,<br>servers and preloaded licensed system software located within any<br>structure or in the open area of Your Premises.<br>It includes<br>i. machines under repair,   |  |  |
|                                    | <ul><li>ii. machines taken on hire or lease, or through any system of purchase of goods,</li><li>iii. foundation, bedding or setting of the machines, or</li><li>iv. accessories of machines.</li></ul>  |  |  |
| Policy Period                      | Policy period means the period commencing from the effective date<br>and time as shown in the Policy Schedule and terminating at Midnight<br>on the expiry date as shown in the Policy Schedule or on the<br>termination of or the cancellation of Insurance as provided for in<br><b>Clause I (III)</b> of this Policy, whichever is earlier.   |  |  |
| Policy Schedule                    | The document accompanying and forming part of the Policy that gives<br>Your details and of Your insurance cover, as described in <b>Clause A</b><br>(3) of this Policy.  |  |  |
| Premium                            | The premium is the amount You pay Us for this insurance. The Policy<br>Schedule shows the amount of premium for the Policy Period and all<br>other taxes and levies.   |  |  |
| Pucca Construction                 | Construction other than Kutcha Construction  |  |  |
| Reinstatement/Replacement          | Reinstatement/Replacement is defined as:<br>i. the reconstruction of buildings or replacement of other property lost<br>or destroyed.<br>ii. the repair or partial replacement of property damaged.<br>In either case, to a condition substantially the same as but not superior,<br>better or more extensive than its condition if it were new on the date<br>it is damaged or destroyed.   |  |  |
| Reinstatement/Replacement<br>Value | This is the amount at which the Insured Property can be reinstated or<br>replaced by a similar property, without deducting depreciation, and to<br>the extent required to bring that Property to a condition substantially<br>the same as, but not superior, better or more extensive than its<br>condition if it were new on the date it is damaged or destroyed.                           |  |  |
| Stocks                             | Any stock of goods or merchandise.<br>It may be:<br>i. Finished goods, semi-finished goods, stock in process, stock<br>invoiced and ready for dispatch,<br>ii. Raw materials, packing materials, or<br>iii. Stock held in trust for which You are responsible.<br>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 compl                |  |  |
|                      | 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 Future Generali India Insurance Company 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,<br>or natural heating or spontaneous<br>combustion. | <ul> <li>caused by</li> <li>a. its undergoing any heating or drying process,</li> <li>or</li> <li>b. burning of Insured Property by order of any Public Authority.</li> </ul>  |
| 2. | Explosion or Implosion   | <ul> <li>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</li> <li>b. caused by centrifugal forces.</li> </ul> |
| 3. | Lightning  | -  |
| 4. | Earthquake, volcanic eruption, or other convulsions of nature                                    | -  |
| 5. | Storm, Cyclone, Typhoon, Tempest,<br>Hurricane, Tornado, Tsunami, Flood and<br>Inundation,       | -  |
| 6. | Subsidence of the land on which Your<br>Premises stand, Landslide, Rockslide                     | caused by<br>a. normal cracking, settlement or bedding<br>down of new structures,  |



|          |  | <ul> <li>b. the settlement or movement of made up ground,</li> <li>c. coastal or river erosion,</li> <li>d. defective design or workmanship or use of defective materials, or</li> <li>e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.</li> </ul>   |  |
|----------|--|---|--|
| 7.<br>8. | Bush fire, Forest fire, Jungle fire,   | -   |  |
| 0.       | Impact damage of any kind, i.e., damage<br>caused by impact of, or collision caused by<br>any external physical object (e.g. vehicle,<br>animal, falling trees, aircraft, wall etc.) | <ul><li>a. caused by pressure waves caused by aircraft<br/>or other aerial or space devices travelling at<br/>sonic or supersonic speeds.</li><li>b. caused by vehicle, animal or aircraft<br/>belonging to or owned by Insured or their<br/>employee while acting in the course of<br/>employment.</li></ul>   |  |
| 9.       | Missile testing operations   | -   |  |
| 10.      | Riot, Strikes, Malicious Damages   | caused by<br>a. total or partial cessation of work or the<br>retardation or interruption or cessation of any<br>process or operations or omissions of any kind,<br>b. temporary or permanent dispossession,<br>confiscation, commandeering, requisition or<br>destruction by order of the government or any<br>lawful authority, or<br>c. temporary or permanent dispossession of any<br>Building by unlawful occupation by any person. |  |
| 11.      | Bursting or overflowing of water tanks, apparatus and pipes,   | -   |  |
| 12.      | Leakage from automatic sprinkler installations.  | <ul><li>a. repairs or alterations in the Building in which<br/>Your Business is located,</li><li>b. repairs, removal or extension of any sprinkler<br/>installation, or</li><li>c. defects in the construction known to You.</li></ul>  |  |
| 13.      | Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events   | <ul><li>if it is</li><li>a. of any article or thing outside Your Premises, or</li><li>b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.</li></ul>  |  |

# **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 F** 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 I (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 H 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. Optional Covers**

Below mentioned are an additional covers that extends the insurance cover that we give under the **FG SOOKSHMA LITE**. We give these additional covers if you have applied to and paid premium for the covers and we have accepted to give covers to you.

#### 1. Sabotage And Terrorism Damage Cover Endorsement (Material Damage Only)

#### **INSURING CLAUSE**

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to



time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

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

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

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

# LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-1. loss by seizure or legal or illegal occupation;

2. loss or damage caused by:

(i) voluntary abandonment or vacation,

(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;

4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;

6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;

7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;

8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;



9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

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

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

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

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

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

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

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000 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/- 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

#### 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/- 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/-

#### **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.

# (Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

### I. Terrorism Third Party Liability Insurance Add On Cover

#### 1. Insuring Clause

1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.

1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.

1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer' limits of liability under this endorsement.

1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.

1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

#### 2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

#### 3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;



2. Loss, injury or damage arising out of discrimination or humiliation;

3. Loss or damage to property

(a) owned, leased, rented or occupied by the Insured;

(b) in the care, custody or control of the Insured;

4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;

5. 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 Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

# (Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

# II. Political Violence Insurance Extension - Property Damage Wording

# 1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

- 1. Civil Commotion;
- 2. Insurrection, Revolution or Rebellion;
- 3. Mutiny and/or Coup d'Etat;
- 4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

#### 2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

"Mutiny" shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

#### 3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.



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

# 4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

#### 2. Declaration Policy For Stocks

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:

2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.

3. Your declaration shall state

i. Average of the value at risk on each day of the month, or

ii. Highest value at risk during the month

4. The value for Your declaration shall be the market value. Any loss covered shall be settled on the basis of the market value immediately before the loss.

5. You must give a separate declaration relating to each separate location.

6. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.

7. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,

The total of values declared or deemed to have been declared  $\div$  the number of declarations made or deemed to have been made.

8. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.

9. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or some one else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.



10. If after loss has occurred, it is found that the amount of last declaration before the loss is less that the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.

11. If You cancel the policy (whether any stock exists or not), We will retain short period premium calculated on the average amount insured until the cancellation, or 50% of the provisional premium, whichever is higher. If You cancel the policy after loss has occurred, We will retain the premium of the higher of the two amounts:

i. The pro-rata proportion of the premium calculated on the average amount insured until cancellation plus the pro-rata proportion of the premium from the date of loss to the end of the Policy Period, and ii. 50% of the provisional premium.

12. You cannot reduce the Sum Insured during the Policy Period.

13. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in Clause 7 above.

14. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.

15. All other terms and conditions of the Policy shall apply to the Declaration Policy.

#### 3. Involuntary Betterment

It is understood and agreed that in the event that new property of like kind and quality is not obtainable, property which is as similar as possible to that which has sustained damage and which is capable of performing the same function shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new property, the Company will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new

equipment installed to replace equipment which has sustained damage and undamaged existing equipment at the same or an interdependent location.

Provided always that

1. damage was directly caused

2. the Company shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the damage

3. the Company shall be liable for only the difference between

i. the highest sales value of the undamaged existing equipment at the same or interdependent location, and

ii. the installed cost of the technologically current equipment.

Sum Insured/ Limit of Liability: - Up to 50% of Total Sum insured excluding Stocks

Deductible: As per base product



# 4. Escalation

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increased per annum. Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers:-

a. The sum to be insured under each item above, but the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by the any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and

b. The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Escalation will apply to Building, Machinery and Accessories only and will not apply to Stock.

Sum Insured/Limit of Liability: - The selected percentage increase shall not exceed 25% of the Total Sum Insured (excluding stocks).

Deductible: As per base product

# 5. Claim Preparation Costs

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in this Policy and subject to the Insured having paid the agreed additional premium that the Company shall indemnify the insured for reasonable and necessary claim preparation costs, which Insured incur, solely at Company's request in the determination of the extent of loss or damage prior to Company's final adjustment of Insured's claim, provided that any loss is payable under this policy. Company will not pay for the services of Insured's attorneys or public adjusters.

Sum Insured/ Limit of Liability: - Up to 50% of Total Sum insured

Deductible: As per base product

# 6. Additional Custom Duty

In consideration of the Insured having paid the additional premium, it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the Policy, towards the additional Customs Duty amount stated (in respect of this endorsement) in the Schedule which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the sum insured of the affected items. The limit of liability will stand reduced by such Additional Customs Duty after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.

Sum Insured/ Limit of Liability: - Up to 50% of Total Sum insured excluding stocks.



Deductible: 5% of the admissible custom duty incurred in addition to the excess amount applicable for the affected item under the policy.

# 7. Loss Of Rent Clause

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured. Maximum indemnity period not to exceed 3 (three) years.

Limit of Liability/Sum Insured: Up to 25% of Total Sum Insured

Deductible: As per base product

# 8. Insurance Of Additional Expenses Of Rent For An Alternative Accommodation

Additional expenses of rent for an alternative accommodation may be covered on the following basis:

a) The period of Indemnity may be limited to the period during which the original premises remain untenantable as a result of occurrence of perils insured against. Maximum indemnity period not to exceed 3 (three) years.

b) The additional expense recoverable under the policy may be additional rent actually paid i.e. the difference between the new and the original rent only.

c) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenantable will be accepted as adequate proof of the fact that the premises, in fact, have become untenantable.

d) Insurance should be granted against Perils covered under "**FG SOOKSHMA LITE**" should be granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.

e) The cover may be limited to buildings other than those of "Kutcha" construction.

f) The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city of town.

g) Cover may be permitted to the tenant as also to the Owner-Occupant. Further, in respect of the Owner-Occupant, the alternative accommodation may be limited to the area presently under his occupation.

h) For the Owner-Occupant, since he will not be paying any rent based on the area occupied by him (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for the purpose of this insurance.

i) It will be compulsory for

i. the Owner-Occupant to insure both building and contents.

ii. the tenant to insure the contents of the premises for which he is seeking this extension



Endorsement wording for insurance of rent for alternative accommodation Tenant or Owner-Occupant It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as "PREMISES" being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the "PREMISES" is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of ....... months whichever is earlier. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

# **SPECIAL CONDITIONS:**

This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.
 If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured"s occupation bears to the area of the alternative accommodation taken by the insure of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality

so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

#### EXPLANATION

Additional Rent : If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

Limit of Liability/Sum Insured : Up to 25% of Total Sum Insured

Deductible: As per base product

#### 9. Deterioration Of Stocks In Cold Storage Premises

# A. Deterioration Of Stocks In Cold Storage Premises Due To Accidental Power Failure Consequent To Damage At The Premises Of Power Station Due To An Insured Peril

Policy covering stocks in cold storage premises may be extended to cover the above subject to following endorsement wordings:



"In consideration of the payment of additional premium of Rs. \_\_\_\_\_\_\_ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions, this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply at the terminal ends of electric service feeders from which the Insured obtains electric supply directly due to damage caused by any peril insured against under this policy to property at insured premises or any Electric Station or Sub-Station of Public Electric Supply undertaking from which the Insured obtains electric supply.

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy."

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

Subject otherwise to the terms, extensions, conditions and limitations of this Policy".

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

# B. Deterioration Of Stocks In Cold Storage Premises Due To Change In Temperature Arising Out Of Loss Or Damage To The Cold Storage Machinery(Ies) In The Insured's Premises Due To Operation Of Insured Peril

"In consideration of the payment of additional premium of Rs.\_\_\_\_\_\_ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy covers destruction of or damage to the property herby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s).

[Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours

Subject otherwise to the terms, extensions, conditions and limitations of this Policy".

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

Limit of Liability/Sum Insured: \_\_\_\_\_Any One Accident (AOA) : \_\_\_\_\_Any One Year (AOY) (with AOY Upto 25% of Total Sum Insured)

This cover is on first loss basis without application of average

Deductible: As per base product

#### 10. Accidental Damage

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra



premium, the policy extends to indemnify the Insured against loss, destruction of or damage to the insured property and property held in trust as mentioned in the schedule caused by accidental external damage, excluding damages caused by or in consequence of:

a) Mechanical or electrical breakdown or derangement of machinery or equipment

b) The freezing solidification or inadvertent escape of molten material

c) Damage resulting from over load experiments or tests requiring the imposition of abnormal conditions.

d) Damage due to wear and tear, rust, corrosion, erosion, cavitations, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, gradual deterioration due to atmospheric conditions or due to such other causes.

e) Property Insured in transit other than within the premises specified in the Schedule.

f) Plant machinery or equipment during installation removal or reciting (including dismantling reerection stripping down and assembly) if directly attributable to such operations

g) Property Insured undergoing manufacture alteration, repair, testing, installation or servicing including materials and supplies thereof if directly attributable to the operations or work being performed thereon unless damage by a cause not otherwise excluded ensues and then company will be liable only for such ensuing loss

h) Collapse either full or partial

i) Any other cause specifically excluded hereunder

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the limit of liability hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Limit of Liability/Sum Insured: \_\_\_\_\_Any One Accident (AOA) :\_\_\_\_\_Any One Year (AOY) (with AOY Upto 25% of Total Sum Insured)

This cover is on first loss basis without application of average

Deductible: As per base product

#### **11. EMI Protection Cover**

#### **Coverage:**

In consideration of the payment of additional premium as mentioned in the policy schedule, it is hereby understood and agreed subject to the terms, conditions, exclusions and limitations, the Company will pay the Insured an amount up to a maximum of INR 50,000 (per month) towards EMI when the insured property as mentioned in the Schedule of the Policy has suffered a Loss, Damage or destruction due to operation of insured peril covered under the policy, provided:

1. Company will pay subject to claim in respect of insured property being admissible.



2. Company will pay only those EMI's which are related to the "business" covered under the base policy.

3. Liability of the company shall be limited to 3 EMIs upto the maximum amount (per month) mentioned as above or the actual EMI prevailing at the time of loss whichever is lower.

4. Maximum one claim shall be admissible under this optional cover during the policy period.

5. Onus of proof while making any claim for EMI under this cover, shall be upon the insured and he needs to submit suitable documentary evidence like bank account statement, loan account statement reflecting EMI etc. to the Insurer.

6. It will be condition precedent to the liability that normal business operations must be continuing for minimum 30 days in the insured premises prior to the date of incident resulting into claim under this coverage substantiated by valid documentary evidence.

# Exclusions:

1. Consequential Loss of any nature.

2. Any Loss or damage occasioned by or through or in consequence directly or indirectly caused by any other perils which is not insured in the policy.

3. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations by order of the Government or any lawfully constituted Authority or any Statutory authority,

4.Under no circumstances, insurer is liable to pay more than the actual EMI incurred by the insured.

#### **Definitions:**

1.EMI means the equated monthly instalment of Loan/ Interest against credit line/ working capital loans from a Bank/ Financial Institution

2.Bank means a banking company which transacts the business of banking in India.

3. Financial Institution means a non-banking institution as defined under Section 45-I of the Reserve Bank of India Act, 1934.

Deductible: As per the base product

#### **Clause E. Special Clauses / Endorsements**

#### 1. 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.

#### Clause F. 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:

- 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 (if opted) 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.
- 17. Terrorism Damage Exclusion Warranty

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

#### **Clause G. 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 Reinstate 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 of 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 Reinstate 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 H of this Policy.

# **Clause H. Underinsurance**

- 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 H (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 **FG SOOKSHMA LITE** 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 I. 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 I** (**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

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

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

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

#### 2. Cancellation by Us

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

#### **3.** Automatic termination of the Policy:

This Policy will automatically end in the following cases:

a. Destruction of 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 (if opted), 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 J. 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 K. 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.

#### 4. Arbitration Clause

For policyholders, who are other than individuals, the following provision shall be applicable: The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

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

# **Clause L. 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 : fggro@futuregenerali.in or call at: 7900197777** You can write directly to our **Grievance Redressal Cell at our Head office:** 

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. 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

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

- a. 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.

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

#### 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 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.generalinsurancecouncil.org.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 M . Information about Us The Future Generali India Insurance Company Limited Address Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg, Vikhroli (West), Mumbai – 400083 CIN: U66030MH2006PLC165287 Web: https://general.futuregenerali.in E-mail : fgcare@futuregenerali.in Customer Service: 1800-220-233 |1860-500-3333 | 022-67837800



# **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<br>1800 220 233/<br>1860 500 3333/<br>022-67837800 | Click here<br>to know more | Write to us at fgcare@futuregenerali.in | Click here<br>to know your<br>nearest branch. | Click here<br>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.