



# FUTURE GENERALI INDIA

## Insurance Company Limited

# **ALL RISK INSURANCE POLICY**

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## **ALL RISK INSURANCE POLICY**

Whereas the Insured described in the Schedule hereto (hereinafter called the 'Insured') by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **Future Generali India Insurance Co Ltd.** (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium stated in the said Schedule as consideration for such insurance during the period stated in the said Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent of the intrinsic value of the property of the Insured or member(s) of his family, so lost, destroyed or damaged, by Fire, Riot and Strike, Theft or Accident, from any fortuitous cause, any time during the period of this insurance and within the limits stated in the Schedule hereto, provided always that the liability of the Company shall in no case exceed the Sum Insured on each item or on the whole the Total Sum Insured hereby.

### **EXCLUSIONS**

The Company shall not be liable in respect of :-

1. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
4. Overwinding, denting or internal damage of watches and clocks.
5. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
6. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
8. Loss or damage whether direct or indirect arising from War, Warlike operations, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil war, rebellion, Insurrection, Civil Commotion, Military or Usurped Power, Seizure, Capture, confiscation, Arrests Restraints and Detainment by the order of any Government or any other authority.

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

9. **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.

10. (a) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising, radiation or contamination by radioactivity from any source whatsoever.

(b) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.

11. a) Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;  
b) Any legal liability of whatsoever nature;  
c) Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer

- (i) to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- (ii) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.

12. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - a) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
  - c) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

13. Consequential loss or legal liability of any kind.
14. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.

## CONDITIONS

### SPECIAL

1. SINGLE ARTICLE LIMIT: Unless specifically and separately stated, the Company's liability in respect of each article or pairs of articles shall not exceed 5% of the Total Sum Insured under this Policy.
2. ARTICLES IN PAIRS OR SETS : Where any item insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

### GENERAL

1. NOTICE: Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.
2. DUTY OF DISCLOSURE: This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
3. REASONABLE CARE: The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
4. CLAIMS PROCEDURE: Upon the happening of any event giving rise or likely to give rise to a claim under this Policy
  - (a) The Insured shall give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company as well as lodge forthwith a complaint with the Police. The Insured must also notify the railways, Steamship Company, airlines, hotel proprietors or the authority in whose care the property was at the time of the happening of any loss or damage.
  - (b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the intrinsic value of the property lost and the amount of damage sustained.

The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder and shall, if required, make an Affidavit of Statutory Declaration in substantiation of such claim.

5. INDEMNITY : The Company may reinstate, repair or replace the property lost or damaged, as the case may be, instead of paying the amount of the loss or damage. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
6. AVERAGE : If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss. Every item if more than one of the Policy shall be separately subject to this Condition.
7. CONTRIBUTION : If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
8. SUBROGATION : The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by the Company

for the purpose of enforcing any right and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

9. FRAUD : If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
10. CANCELLATION : The Company may at any time cancel this Policy, by giving 7 days notice in writing by to the Insured at his last known address, in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give a 7 days notice in writing to the Company for the cancellation of this Policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

11. ARBITRATION AND DISCLAIMER : If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. OBSERVANCE OF TERMS AND CONDITIONS: The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
13. RENEWAL NOTICE : The Company shall not be bound to issue any renewal notice nor to accept renewal premium thereunder.

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## Grievance Redressal Procedures



Dear Customer,

At **Future Generali** we are committed to provide Exceptional "Customer-Experience" that you remember and return to fondly. We encourage you to read your policy & schedule carefully. We want to make sure the plan is working for you and welcome your feedback.

### What Constitutes a Grievance?

A "Grievance/Complaint" is defined as any communication that expresses dissatisfaction about an action or lack of action, about the standard service/deficiency of service from Future Generali or its intermediary or asks for remedial action.

If you have a complaint or grievance you may reach us through the following avenues:

	<b>24X7 Help-lines</b>	MTNL/BSNL :1800-220-233		<b>Email</b>	<b>care@futuregenerali.in</b>
		Others :1860-500-3333		<b>Website</b>	<b>www.futuregenerali.in</b>
	<b>Customer Service Cell</b>	<b>Future Generali India Insurance Company Ltd.</b> Corporate & Registered Office: - 001, Delta Plaza, 414, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 025			

While sending in your complain in writing, please 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.

- We will acknowledge receipt of your concern within 3 - business days.
- Within 2 - weeks of receiving your grievance, we shall revert to you the final resolution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of receipt of response.

While we constantly endeavor to promptly register, acknowledge & resolve your grievance, if you feel that you are experiencing difficulty in registering your complaint, you may register your complaint through the IRDA (**Insurance Regulatory and Development Authority**).

**CALL CENTER:** TOLL FREE NUMBER (155255).

### INSURANCE OMBUDSMAN

If you are still not satisfied with the resolution to the complaint as provided by our Grievance Redressal Officer, you may approach the Insurance Ombudsman for a review. The Insurance Ombudsman is an organization that addresses grievances that are not settled to your satisfaction. You may reach the nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD - 380 014</b> Tel: 079-27546840 Fax: 079-27546142 E-mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL - 462 023</b> Tel: 0755-2569201 Fax: 0755-2769203 E-mail: <a href="mailto:bimalokpalbhopal@airtelmail.in">bimalokpalbhopal@airtelmail.in</a>	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR - 751 009</b> Tel: 0674-2596455 Fax: 0674-2596429 E-mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH - 160 017</b> Tel: 0172-2706468 Fax: 0172-2708274 E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (old 312) Anna Salai, Teynampet, <b>CHENNAI - 600 018</b> Tel:044-24333668 /5284 Fax: 044-24333664 E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamilnadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg, Asaf Ali Road, <b>NEW DELHI - 110 002</b> Tel: 011-23239633 Fax: 011-23230858 E-mail: <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>	Delhi & Rajasthan
<b>GUWAHATI</b>	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, <b>GUWAHATI - 781 001</b> Tel:0361-2132204/5 Fax: 0361-2732937 E-mail: <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1st Floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, <b>HYDERABAD - 500 004</b> Tel: 040-65504123 Fax: 040-23376599 E-mail: <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	Andhra Pradesh, Karnataka and UT of Yanam - a part of UT of Pondicherry
<b>ERNAKULAM</b>	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM - 682 015</b> Tel: 0484-2358759 Fax: 0484-2359336 E-mail: <a href="mailto:iokochi@asianetindia.com">iokochi@asianetindia.com</a>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
<b>KOLKATA</b>	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road, 4th Floor, <b>KOLKATA - 700 001</b> Tel: 033-22134866 Fax: 033-22134868 E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
<b>LUCKNOW</b>	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, <b>LUCKNOW - 226 001</b> Tel: 0522 -2231331 Fax: 0522-2231310 E-mail: <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), <b>MUMBAI - 400 054</b> Tel: 022-26106928 Fax: 022-26106052 E-mail: <a href="mailto:ombudsmanmumbai@gmail.com">ombudsmanmumbai@gmail.com</a>	Maharashtra, Goa

