

BURGLARY AND HOUSE BREAKING INSURANCE POLICY

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BURGLARY AND HOUSE BREAKING INSURANCE POLICY

WHEREAS the Insured described in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Future Generali India Insurance Co. Ltd., (hereinafter called the "Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

The Company hereby agrees subject to the terms, conditions, definitions, limitations and exclusions contained herein or endorsed or otherwise expressed hereon, that if at any time during the Period of Insurance the accompanied personal Baggage of the Insured be lost, destroyed or damaged by:

Fire and allied perils

Theft by visible physical forcible and violent means, and accidental occurrence

whilst the Insured is in course of Travel for business and $\ensuremath{\text{/}}$ or for pleasure

The Company shall subject to the Limit of Indemnity (if any stated in the Schedule) indemnify the Insured for the value of Baggage (or part thereof) so lost, destroyed or damaged provided always that the liability of the Company shall in no case exceed the Sum Insured on each item stated in the Schedule or on the whole the Total Sum Insured hereby.

The Company shall however not be liable for the first amount of each and every loss stated in the Schedule as the Deductible.

DEFINITIONS

Baggage shall mean articles and / or personal effects of the Insured (other than property of the Business) in packing or in containers suitable and standard to the mode of Travel that is accompanied by the Insured or whilst such Baggage is lodged either in a locked private room of a hotel or guest house or any other accommodation occupied by the Insured during the Insured's stay at that location or in a public locker facility availed by the Insured during the course of or at any intermediate stage of the Travel.

Travel shall mean any travel extending beyond the limits of the usual city of residence of the Insured other than Travel that is a daily routine of the Insured.

Insured shall mean

- the Insured and named family members of the Insured if such Insured is an $\,$

individual person

- the named persons being employees or directors or partners of the Insured if the

Insured is a firm or other legal entity.

EXCLUSIONS

The Company shall not be liable in respect of:

- Loss, damage, liability or expenses, whether direct or indirect, occasioned by, happening through or arising form any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith
- 2. Terrorism
- 3. Loss or damage caused by depreciation or wear and tear.
- 4. Consequential loss of any kind or description
- (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by Nuclear weapons material.
 - (b) Any legal liabilities of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

combustion of nuclear fuel or form any nuclear weapons and similar other weapons of mass destruction.

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.

- 6. Loss or damage due to cracking, scratching, breakage of lens or glass whether part of any equipment or otherwise, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from a vehicle or aircraft by which such property is conveyed.
- Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing repairing or restoring to which the property is subjected.
- Loss or damage to any electrical machine, apparatus, fixtures
 or fittings (including wireless sets, radio, television sets and
 tape recorders) arising from overrunning, excessive pressure,
 short circuiting, arcing, heating or leakage of electricity from
 whatever cause (lightning included).
- Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
- Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- 12. Loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metal, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- Loss, destruction of articles which did not form part of the contents of any of the package when the journey commenced, unless specifically declared and accepted by the Company.
- Loss, destruction of or damage to articles of consumable nature.
- 15. Loose articles such as sticks, straps, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about
- 16. Loss, destruction or damage cause by or arising from the leakage, spilling or exploding of liquids, oil or materials of a like nature or articles or dangerous or damaging nature.

CONDITIONS

- Every notice and communication to the Company required by this Policy shall be in writing.
- 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. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- Upon the happening of any event giving rise to or likely to give rise to a claim under this Policy: 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, Airline, Hotel Proprietors, or the Authority where the property was at the time of the happening of any loss or damage. The Insured shall deliver to the Company, within fourteen days from 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 or damaged together with such explanations and evidence to substantiate the claim as the Company may reasonably require. 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 as statutory declaration in substantiation of such claim.

- 5. The Company may at its option reinstate, repair or replace the property lost or damaged, or any part thereof instead of paying the amount of the loss or damage or may join with any other Insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage but not more than the Sum Insured by the Company thereon. 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. 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, covered under the Policy, shall be separately subject to this condition.
- 7. If at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same property whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- 8. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing, permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's Indemnification by the Company.
- 9. If any claim under this Policy shall be in any respect be fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 10. The Company may at any time by seven days' notice in writing cancel this Policy without assigning any reason, in which case the Company shall return to the Insured a prorata portion of the premium corresponding to the unexpired period of Insurance. This policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the Company's customary short period scales of rates provided no claim has been reported under the Policy period.
- 11. 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.

The venue of the arbitration proceedings shall be at the Registered Office of the Company.72, Rajaji Salai, Chennai 600 001. 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 the 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 shall be first obtained.

- 12. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by an insurer
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premium He/She may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.
- 13. 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 suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not there after be recoverable hereunder.
- 14. 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.
- 15. The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium thereunder.
- No interest shall be payable by the Company in respect of any claim under this Policy on any account whatsoever.

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:

6	24X7 Help-lines	MTNL/BSNL :1800-220-233	@	Email	care@futuregenerali.in
		Others :1860-500-3333		Website	www.futuregenerali.in
1	Customer Service Cell	Future Generali India Insurance Company Ltd. 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
AHMEDABAD	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Tel: 079- 27546840 Fax: 079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL - 462 023 Tel: 0755-2569201 Fax: 0755-2769203 E-mail: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, BHUBANESHWAR - 751 009 Tel: 0674-2596455 Fax: 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel:044-24333668 /5284 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamilnadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, NEW DELHI - 110 002 Tel: 011-23239633 Fax: 011-23230858 E-mail: <u>iobdelraj@rediffmail.com</u>	Delhi & Rajashthan
GUWAHATI	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, GUWAHATI - 781 001 Tel:0361-2132204/5 Fax: 0361-2732937 E-mail: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	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, HYDERABAD - 500 004 Tel: 040-65504123 Fax: 040-23376599 E-mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam - a part of UT of Pondicherry
ERNAKULAM	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759 Fax: 0484-2359336 E-mail: iokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road, 4th Floor, KOLKATA - 700 001 Tel: 033-22134866 Fax: 033-22134868 E-mail: iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andeman & Nicobar Islands, Sikkim
LUCKNOW	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, LUCKNOW - 226 001 Tel: 0522 -2231331 Fax: 0522-2231310 E-mail: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), MUMBAI - 400 054 Tel: 022-26106928 Fax: 022-26106052 E-mail: ombudsmanmumbai@gmail.com	Maharashtra, Goa

COMPLAINT FORM

POLICY TYPE	MOTOR TRAVEL OTHER	HEALTH HOME	PERSONAL ACCIDENT MARINE					
POLICY DETAILS	EXISTING SERVICE REQUEST COVER NOTE	POLICY NO HEALTH CARD	CUSOMER ID APPLICATION NO					
CUSTOMER NAME ADDRESS:	FIRST NAME	MIDDLE NAME	LAST NAME					
TEL NO.	PIN CODE PIN CODE							
Detailed description of the problem:								
Customer's Signature			Date:					
You may submit your complaint	to the Nearest Branch Office or mail it to c	our Customer Service Cell at:						
Customer Service Cell Future Generali India Insurance Company Ltd. Corporate & Registered Office:- 001, Delta Plaza, 414, Veer Savarkar Marg, Prabhadevi, Mumbai - 400 025.								
Care Lines: MTNL/BSNL subscribers- 1800-220-233, Any other service provider- 1860-500-3333, Email: care@futuregenerali.in Website: www.futuregenerali.in								
Office Use Only:			Service / Case #					
Comments:								