

# PLATE GLASS INSURANCE POLICY

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# PLATE GLASS INSURANCE POLICY

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

this policy.

### 1. Operative Part

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

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

#### Definitions

- 1.1 The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and references to the male gender shall include references to the female gender wherever the context so permits:
- 1.2 "Policy" means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.
- 1.3 "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
- 1.4 "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of any claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the Deductible.
- 1.5 "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.
- 1.6 "Insured" means the person named in the Schedule.
- 1.7 "Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and only one Deductible shall be applicable in respect of such Claim.
- 1.8 "Insured Premises" means the place named in the Schedule.
- 1.9 "Schedule" means the schedule attached to and forming part of this Policy.
- 1.10 "Plate Glass" means the glass described in Schedule.
- 1.11 "Frames" and "Framework" shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
- 1.12 "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

1.13 "Business" means the business carried on at the Insured Premises as described in the Schedule.

#### 3. Exclusions

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

- 3.1 Any loss or damage that could have been insured against under a fire policy.
- 3.2 Earthquake, flood, storm, cyclone, volcanic eruption, or other convulsions of nature or atmospheric disturbances. If the Company asserts that by reason of this exclusion any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.
- 3.3 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
- 3.4 Cracked, scratched, or imperfect Plate Glass.
- 3.5 Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- 3.6 Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- 3.7 Any consequential damage or losses, whether of a financial or property nature or by reason of personal injury, and any legal liability of the Insured.
- 3.8 Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear weapons material or from the combustion of nuclear fuel; or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3.9 During the course of any alteration, removal or repair to the Plate Glass.

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

# 4. General Conditions

### 4.1 Notification of Claims

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

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

## 4.2 Assessment of Payment

- 4.2.1 The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the insured event as an alternative to making payment to the Insured.
- 4.2.2 If the Company opts to make payment to the Insured, then:
- 4.2.2.1 The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary

glazing quality, unless specifically stated otherwise in the Schedule

- 4.2.2.2 Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
- 4.2.2.3 The Company's liability to make payment shall be up to the Insured Value as specified in the Schedule for each item of Plate Glass.
- 4.2.2.4 All Plate Glass in respect of which a Claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

### 4.3 Subrogation

The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

#### 4.4 Average

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

### 4.5 Reasonable Precautions

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

### 4.6 Alteration of Risk

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

### 4.7 Contribution

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

### 4.8 Fraud

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

### 4.9 Cancellation

- 4.9.1 This Policy may be cancelled by the Insured at any time by giving at least 7 days written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium according to the Company's short-period scale.
- 4.9.2 This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 7 days written

notice to the address stated in the Schedule. The Company will retain premium on a pro-rata basis.

#### 4.10 Arbitration

- 4.10.1 Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or the quantum of any Claim shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act 1996, as amended from time to time, within a The expenses of the arbitrator(s) shall be shared equally between the parties and such expenses, along with all reasonable costs in the conduct of the arbitration, shall be awarded by the arbitrator(s) to the successful party or, where no party can be said to have been wholly successful, to such party as has substantially succeeded.
- 4.10.2 period of 30 days of either the Company or the Insured giving notice of a dispute or difference.
- 4.10.3 The applicable law in and of the arbitration shall be the law of India.
- 4.10.4 It is agreed a condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- 4.10.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

#### 4.11 Observance of Terms and Conditions

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

#### 4.12 Renewal Notice

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

## 4.13 Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

### 4.14 Territorial Limits

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

# 4.15 Notifications & Declarations

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

## **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, <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
BHUBANESHWAR	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
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, <b>NEW DELHI - 110 002</b> 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, <b>ERNAKULAM - 682 015</b> 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, <b>KOLKATA - 700 001</b> 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), <b>MUMBAI - 400 054</b> Tel: 022-26106928 Fax: 022-26106052 E-mail: ombudsmanmumbai@gmail.com	Maharashtra, Goa

# **COMPLAINT FORM**

POLICY TYPE	MOTOR TRAVEL OTHER	□ НЕАІТН □ НОМЕ	PERSONAL ACCIDENT MARINE						
POLICY DETAILS	EXISTING SERVICE REQUEST COVER NOTE	POLICY NO HEALTH CARD	CUSOMER ID APPLICATION NO						
	FIRST NAME	MIDDLE NAME	LAST NAME						
CUSTOMER NAME									
ADDRESS:									
CITY TEL NO.	PIN CODE MOBILE NO.								
Detailed description of the problem:									
-									
Customer's Signature			Date:						
You may submit your complaint	to the Nearest Branch Office or mail it to our	Customer Service Cell at:							
Customer Service Cell Future Generali India Insurand Corporate & Registered Office:-	e Company Ltd. 001, Delta Plaza, 414, Veer Savarkar Marg,	Prabhadevi, Mumbai - 400 025.							
Care Lines: MTNL/BSNL subscriber	rs- $1800$ - $220$ - $233$ , Any other service prov	vider- 1860-500-3333, Email: care@t	uturegenerali.in Website: www.futuregenerali.in						
			·						
Office Use Only:			Service / Case #						
Comments:									