



FUTURE GENERALI INDIA

Insurance Company Limited

FUTURE KISAN SURAKSHA

INSURANCE POLICY

FUTURE KISAN SURAKSHA INSURANCE POLICY

Whereas the Insured has made to Future Generali India Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions and limitations, to indemnify the Insured, in excess of the amount of the Deductible and subject always to the Sum Insured and/or Limit of Indemnity against such loss as is herein provided.

A Coverage

If an insured event described in one of the Covers below occurs then the Company will make payment but only if:

- 1) the insured event arises or occurs during the Policy Period, and
- 2) only upto the available or remaining Sum Insured or Limit of Indemnity (or any sub-limit of either) as stated in the Schedule.

Section 1: Building & Contents

- 1) This section provides coverage for Insured's Buildings, Farmhouse and Contents in the Farmhouse on the same terms as if they were covered under the Company's [Fire] Policy (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
 - i) for the Policy Period only, and
 - ii) is subject to the same terms, conditions, exclusions and warranties as the Company's [Fire] Policy in all respects.

Section 2: Robbery & Burglary

- 1) This section provides coverage for:
 - i) loss or damage to the Building caused by actual or attempted Robbery or Burglary, and
 - ii) loss or damage to Contents in the Farmhouse caused by actual or attempted Robbery or Burglary, and
 - iii) The reasonable costs incurred in changing damaged locks at the entry or exit points to or within the Building or the Farmhouse following actual or attempted Robbery or Burglary.
- 2) Special Conditions
The Insured shall:
 - i) take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost;
 - ii) immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company.
- 3) Special Exclusions
The Company has no liability for and will not make any payment under this Cover:
 - i) for Valuables except for those items, if any, specifically listed in the Schedule;
 - ii) for Cattle Livestock, Motor, and Pedal Cycle.
 - iii) 5% of SI Minimum Rs 500/- Maximum Rs 10,000/-for each claim.

- iv) Where immediately Loss or Damage is not registered with Police.
- ii) Theft.

Section 3: Farm Produce

- 1) Cover is provided for loss or damage to Farm Produce stored in a godown or other Building on the Farm caused by:
 - i) Accidental fire;
 - ii) Lightning;
 - iii) The explosion of gas in a domestic appliance;
 - iv) Accidental impact damage;
 - v) Riot, strike or malicious damage.
- 2) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for any loss or damage if Farm Produce (Solid or Liquid), which are easily ignitable/fast burning (e.g. Grass, hay, oily and /or greasy waste, straw) and flammable stored in the aggregate in excess of 1% of the total value of the stock.

Section 4 : Agricultural Pump set

- 1) Cover is provided for the following:
 - i) Loss or damage occasioned on the Farm to the Insured's centrifugal Pump Set (whether electrical or diesel) used solely for Farm Business if caused by:
 - ii) Accidental fire;
 - iii) Lightning;
 - iv) Sudden and unexpected mechanical or electrical breakdown;
 - v) Riot, strike or malicious damage.
 - vi) If the Company accepts a claim under Clause (1) i & ii then it will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set and transporting it to the closest repairer.
- 2) Special Conditions
 - i) It is a condition precedent to the Company's liability that upon the happening of any event that gives rise to or may give rise to a claim, the Insured shall immediately give the Company full details by telephone or telegram as well as in writing.
 - ii) The Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
 - iii) In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of the Sum Insured or actual whichever is lower subject to deduction of salvage value of burnt copper and deductible excess.
- 3) Special Exclusions
The Company has no liability for and will not make any payment under this Cover for:
 - i) any fault or defect existing at the commencement date of this Policy whether or not known to the Insured or the Company;
 - ii) loss or damage for which the manufacturer or supplier of the set is responsible;

- iii) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- iv) any maintenance costs for the set or any replacement parts;
- v) The cost of rectifying functional failures unless due to an insured event under this Cover.

Section 5: Poultry

- 1) Cover is provided for the death of the Insured's poultry on the Farm (in excess of the Mortality Rates shown in the Proposal Form) by disease or Accidental death, but cover shall immediately cease upon the Insured's sale or divestment of interest (temporary or permanent) in any poultry.

- 2) Special Conditions

It is a condition precedent to the Company's liability that:

- a) the poultry are provided with proper feed, water and shelter;
- b) the Insured shall:
 - i) ensure that poultry is vaccinated at proper intervals by a qualified veterinary practitioner;
 - ii) de-beak poultry at regular intervals by engaging a qualified veterinary practitioner;
 - iii) deliver to the Company Daily Mortality Reports on a weekly basis, failing which it shall be deemed that there was no mortality for that particular week;
 - iv) immediately upon discovery effectively isolate any poultry affected with any disease and take all precautions to protect against the infection of other poultry;
 - v) notify the Company of a claim immediately and in any event within 72 hours of the occurrence of an insured event and produce the affected poultry or carcasses to the Company or its authorised representative if so requested; in the event of an epidemic that affects or is likely to affect more than 10% of the poultry the Insured shall additionally:
 - (1) notify the Company within 12 hours of discovery of the epidemic, and
 - (2) ensure that a qualified veterinary practitioner examines the poultry on a daily basis;
- c) the Insured shall not keep, introduce or allow the poultry into contact with any diseased or infected poultry or other animals, or allow poultry to be kept in any place where diseased or infected poultry or other animals have been kept;
- d) the Insured shall maintain and produce to the Company upon request proper regular records of the daily stock position, feed consumption, egg production, culling, the purchase and sale of poultry, de-beaking along with the certificates issued by a qualified veterinary practitioner for the same, and the poultry numbers at monthly intervals during the Policy Period duly certified by a qualified veterinary practitioner;
- e) in the event of any claim the Insured shall immediately provide the Company with a post mortem report issued by a qualified veterinary practitioner.

- 3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- a) death in transit by any means;
- b) death or disease caused by or attributable to undergrowth, cannibalism, or the predatory action of other animals;
- c) Marek's disease, Ranikhet disease, Fowl Pox or Bronchitis unless the poultry has been inoculated against such diseases by a qualified veterinary practitioner at proper intervals and he has certified the same;
- d) Coccidiosis and related diseases unless the Company is satisfied by the Insured that the diseases occurred in spite of the Insured having taken regular preventive and curative measures;
- e) malnutrition;
- f) the huddling or piling of poultry;
- g) Avian Leucosis Complex, Bird Flue.

Section 6: Cart Protection & Liability

- 1) This section provides coverage for following:

- a) Loss or damage caused to the Insured's Cart by Accident or the malicious act of a third party.
- b) If the Company accepts a claim under Clause 1.a), upto Rs.100/- per claim towards the cost of protecting and/or transporting the Cart to or from the closest repairer.
- c) The death or permanent total disability of any animal attached to the Cart when damaged by an Accident under Clause 1.a) above as long as the death or permanent total disability:
 - (i) is solely and directly caused by such event, and
 - (ii) occurs at the time of such event or within 30 days of it, and
 - (iii) is properly certified by a qualified veterinary practitioner.
- d) The death or permanent total disability of any authorised driver of the Cart occurring within 12 months of and caused solely on account of the driver Accidentally sustaining Bodily Injury whilst mounting, dismounting from or driving the Cart.
- e) Any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury or death sustained during the Policy Period whilst such third party is mounting, dismounting from or travelling as a passenger on the Cart, or the loss of or damage caused to a third party passenger's property whilst being carried on the Cart.

- 2) Special Conditions

- a) In relation to Clause 1.c):
 - i) the humanitarian slaughter of an animal at the time of or within 30 days of the Accidental damage to the Cart and necessitated by the same shall be deemed to be death caused solely and directly by such event if the necessity for slaughter is properly certified by a qualified veterinary practitioner;
 - ii) the permanent total disability of an animal will be deemed to have occurred if a qualified veterinary practitioner properly certifies that at the time of or within 30 days of the Accidental damage to the

Cart the injuries sustained by the animal rendered it permanently and totally incapable of pulling any cart or trailer;

- iii) if any animal is injured in circumstances that may give rise to a claim the Insured shall, immediately and at his own expense, have the animal examined by a qualified veterinary practitioner and follow any course of treatment recommended;
- iv) in the event of the death of an animal, the Insured shall give the Company at least 24-hours notice of his intention to dispose off the carcass and an opportunity to inspect the whole carcass before disposing of it.

- b) In relation to Clause 1)e), in the event of the Insured's death the Company shall, in respect of liability for Damages incurred by the Insured, indemnify his personal representatives provided that they comply fully with all the terms and conditions of this Policy as if they were the Insured.

3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for the following:

- a) Any death, injury, loss, damage, liability or Damages arising out of or howsoever attributable to:
 - i) the use of any animal or Cart other than for Farm Business;
 - ii) the driver or any passenger of the Cart being under the influence of alcohol, drugs or hallucinogens;
 - iii) the driver or any passenger of the Cart committing or attempting to commit any criminal act.
- b) Additionally in relation to Clause 1.a):
 - i) loss or damage to any tyres or wheels, except that the Company shall pay 50% of the replacement cost of tyres if the Cart sustains damage covered under Clause 1) at the same time;
 - ii) wear, tear, mechanical failure or breakdown or loss due to depreciation.
- c) Additionally in relation to Clause 1.e), any claim in respect of, arising out of or howsoever attributable to:
 - i) property belonging to or in the custody or control of the Insured, any members of the Insured's family, household or persons engaged in or upon the service of the Insured;
 - ii) loading or unloading

Section 7: Tractors

- 1) This section provides Coverage for Insured's Tractors on the same terms as if they were vehicles covered under the Company's Standard Commercial Vehicle Package Policy (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
 - a) for the Policy Period only, and
 - b) is subject to the same terms, conditions, exclusions and warranties as the Company's Motor Policy in all respects.

Section 8: Pedal Cycle

- 1) This section provides Coverage for:
 - a) the loss of or damage to a Pedal Cycle belonging to the Insured or any member of the Insured's Family caused by Accident or the malicious act of a third party, and

- b) any sum that the Insured is legally held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle.
- 2) Special Exclusion :
Loss arising out of 'Theft'
- 3) Special Condition:
The Company has no liability for and will not make any payment under this Cover for loss or damage:
 - c) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
 - d) caused or liability sustained by mechanical breakdown or overloading or strain;
 - e) to accessories by theft unless the Pedal Cycle itself is stolen at the same time;
 - f) caused by or arising from any failure to secure the Pedal Cycle when left unattended.

Section 9: Personal Accident

- 1) This section provides coverage for either:
 - a) the Named Insured's death within 12 months of having sustained Accidental Bodily Injury during the Policy Period; or
 - b) the Named Insured's Permanent Total Disability within 12 months of having sustained Accidental Bodily Injury during the Policy Period.

If the Company accepts a claim under Clause 1)a), then it will (in addition to the Sum Insured) also pay upto 2% of the Sum Insured or Rs.1,000/- (whichever is lower) towards the cost of transporting the Named Insured's remains from the place of death to a hospital, residence or cremation or burial ground

- 2) Special Conditions
 - a) If the Named Insured was suffering from any permanent disability before sustaining Accidental Bodily Injury, then the Company's payment shall be reduced by the extent of the pre-existing permanent disability as determined by the Company's medical advisors.
 - b) The following are conditions precedent to the Company's liability:
 - i) The Insured shall immediately notify the Company of any and all changes during the Policy Period to the Named Insured's occupation or work undertaken as stated in the proposal. If any such change would have resulted in the Company charging a higher premium at the commencement date of this Policy then the Company's liability will be reduced pro-rata based on the rate of premium collected and the premium that should have been paid.
 - ii) In the event of any Accidental Bodily Injury that may give rise to a claim that the Named Insured shall:
 - (1) immediately and without any delay, consult a Doctor and follow such advice and treatment that the Doctor might recommend;

- (2) take every other reasonable step and/or measure to minimise the consequences of the Bodily Injury;
 - (3) submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company;
- iii) In the event of the Named Insured's death, the Insured shall give the Company written notice accompanied by a copy of the post mortem report (if any) within 14 days regardless of whether any other notice might already have been given to the Company. In the event of the Insured's death, his legal heir, executor or validly appointed legal representative shall give such written notice and documentation.
- c) The Company shall only make payment to the Insured or the Named Insured and, in the event of the Insured's death, then to his legal heirs, executor or validly appointed legal representative. Any such payment made in good faith by the Company as aforesaid shall operate as a complete and final discharge of the Company's liability to make payment for such claim.

3) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for death or Permanent Total Disability caused by or arising from any of the following:

- a) Suicide, attempted suicide or self inflicted injury or illness.
- b) The influence of liquor or drugs.
- c) Any deliberate or intentional, unlawful or criminal act, error, or omission of the Insured and/or the Named Insured.
- d) Engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- e) The participation as driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
- f) Curative treatments or interventions that the Insured and/or the Named Insured performs or has had performed on his body.
- g) Venereal or sexually transmitted disease.
- h) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
- i) Pregnancy, resulting childbirth, miscarriage, abortion, or a complication arising out of any of the foregoing.
- j) The Insured's and/or the Named Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

Section 10: Luggage

- 1) This section provides coverage for Insured and/or his Family against the Accidental loss or destruction of, or damage to personal luggage belonging to them or for which they are responsible whilst travelling anywhere in India beyond 25 Km radius of the insured premises.

2) Special Exclusions

The Company has no liability for and will not make any payment under this Cover for loss, destruction or damage to or caused by or arising from any of the following:

- a) Cracking scratching or breakage of lens or glass.
- b) Articles of a brittle or fragile nature, unless caused by an accident to a vessel, train, other mechanised vehicle or aircraft by which such luggage is conveyed by the Insured or his Family.
- c) Any process of cleaning, dyeing repairing or restoring to which the luggage is subjected.
- d) Moth, mildew or vermin.
- e) Electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting, arcing, self heating or the leakage of electricity from whatever cause (including lightning).
- f) The mechanical derangement or over winding of watches or clocks.
- g) Theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied.
- h) Conveyance by any carrier under contract of affreightment.
- i) Valuables.
- j) Any item which did not form part of the contents of the luggage when the journey commenced unless specifically declared and accepted by the Company.
- k) Items within the luggage of a consumable nature.
- l) Loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about.
- m) The leakage, spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature.
- n) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides.
- o) Any item of photographic equipment unless the whole unit is lost or destroyed.

B Definitions

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 to the female wherever the context so permits:

- 1) 'Accident' or 'Accidental' means a sudden, unintended, fortuitous visible and external event.
- 2) 'Bodily Injury' means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
- 3) 'Building' means those buildings and structures listed in the Schedule (but not fencing, power poles and the overhead wiring between power poles) so long as they are owned by the Insured and used by the Insured for Farm Business.
- 4) 'Burglary' means the unforeseen and unauthorised entry to or exit from the Buildings or the Farmhouse (with the intent to steal Contents from it) by a third party using aggressive and detectable means.

- 5) 'Cart' means a non-mechanised and animal drawn cart as specified in the Schedule.
- 6) 'Contents' means the items listed in the Schedule so long as they belong to the Insured and are contained in the Farmhouse.
- 7) 'Damages' means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
- 8) 'Deductible' means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
- 9) 'Defence Costs' means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
- 10) 'Doctor' means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
- 11) 'Family' means the Insured's spouse and children aged between 5 and 21 years if ordinarily resident with him.
- 12) 'Farm' means the place described in the Schedule comprising a single operating unit from which the Insured's Farm Business is conducted, so long as the Insured's Farm Business is conducted from that place.
- 13) 'Farm Business' means the type of farming business of the Farm as specified in the Schedule.
- 14) 'Farmhouse' means the building on the Farm belonging to the Insured and in which he ordinarily resides, as described in the Schedule.
- 15) 'Farm Produce' means food grown on the Farm intended for commercial sale in the course of the Farm Business, but does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos.
- 16) 'Insured' means the person or entity named in the Schedule.
- 17) 'Limit of Indemnity' means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (inclusive of Damages and/or Defence Costs, and regardless of the number of Insureds or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- 18) 'Named Insured' means the person or persons named in the Schedule.
- 19) 'Pedal Cycle' means the pedal cycle described in the Schedule.
- 20) 'Permanent Total Disability' means the certification by a Doctor of the Insureds and/or Named Insured's total, continuous and permanent:
 - a) loss of sight of both eyes;
 - b) physical separation of or loss of ability to use both hands or both feet;
 - c) physical separation of or loss of ability to use one hand and one foot;
 - d) loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
- 21) 'Period of Insurance' means the period between the Retroactive Date and the expiry date specified in the Schedule and, if no Retroactive Date is specified, then the Policy Period.
- 22) 'Policy' means the proposal, the Schedule, the policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 23) 'Policy Period' means the period between the commencement date and the expiry date shown in the Schedule.
- 24) 'Pump Sets' means the pump sets specified in the Schedule.
- 25) 'Robbery' means the theft of Contents at the Farmhouse using unforeseen, aggressive and violent means against the Insured or persons engaged in or upon the service of the Insured.
- 26) 'Schedule' means the Schedule attached to and forming part of this Policy.
- 27) 'Sum Insured' means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy (regardless of the number of Insureds or claimants or the total number or amount of claims made against the Insured or the number of years the Insured has held a Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- 28) 'Tractor' means the tractor described in the Schedule.
- 29) 'Valuables' means:
 - a) Gold or silver or any precious metals or articles made from the same;
 - b) Watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
 - c) Deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.

C General Exclusions

These General Exclusions apply in addition to the Specific Exclusions stated under the individual Covers above. Unless specifically stated to be covered in any Cover, the Company has no liability for and will not make any payment under this Policy for any claim under any Cover caused by or arising from any of the following:

- 1) The Insured's:
 - a) consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b) legal liability;
 - c) any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.

- 2) Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
 - 3) Liability more specifically insured elsewhere.
 - 4) Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
 - 5) Any claim in which the Insured, his servants, Family, household or persons engaged in or upon the service of the Insured are or are alleged to be involved.
 - 6) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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.
 - 7) Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
 - 8) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism or terrorist acts or activities military or usurped power or confiscation or nationalisation or requisition of or loss of or damage to property by or under the order of any government or public authority.
 - 9) Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
 - 10) Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property.
 - 11) Act of terrorism
- d) when the Farmhouse or Buildings are left unattended or unoccupied, ensure that all means of entry to or exit from them have been properly and safely secured and any security system or aid has been properly deployed;
 - e) keep the Farmhouse and Buildings, other buildings, ways and other maintainable property in a good state of repair;
 - f) comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
 - g) if any defect is discovered, by complaint or otherwise, take immediate steps to remedy or rectify the same and in the meantime take or cause to be taken such temporary precautions as may reasonably be required in the circumstances;
 - h) exercise all reasonable care and diligence in the selection of employees or other persons engaged or to be engaged in or upon the service of the Insured;
 - i) not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
 - j) properly maintain all appliances, plant, machinery and any equipment and use the same or ensure that they are used only in accordance with the manufacturers recommendations and/or within capacity.

3) Duties & Obligations after Occurrence of an Insured Event

Without derogation from any Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy, the Insured shall:

- a) immediately and in any event within 14 days (48 hours in the case of a claim under Cover 2 [Robbery and Burglary]) give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief;
- b) if asked to do so by the Company, immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company;
- c) within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- d) expeditiously provide the Company, its representatives and appointees with all the information, assistance, records and documentation that they might require;
- e) in relation to any third party liability claim for which cover is available under this Policy:
 - i) not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection with it without the

D General Conditions

1) Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or, where applicable, the Named Insured, shall be a condition precedent to any liability of the Company under this Policy.

2) Reasonable Care

The Insured and/or, where applicable, the Named Insured, Family, household, or persons engaged in or upon the service of the Insured shall:

- a) take all reasonable precautions to prevent loss, destruction, damage, accident, bodily injury or any other matter for which a claim might be made under this Policy;
- b) after an insured event has taken place, do or cause to be done everything necessary to minimise the quantum of any claim that may be made;
- c) ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;

written consent of the Company;

- ii) permit the Company to take over and conduct in the name of the Insured the defence and/or settlement of any such claim and to incur Defence Costs, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require; if the Company, in its sole and absolute discretion, chooses to exercise its right hereunder then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner the Company's liability or obligations under this Policy beyond those that would have existed had the Company not exercised its right;

4) Basis of Claim Settlement

Without derogation from any Special Conditions applicable to a particular Cover and subject always to the Sum Insured/Limit of Indemnity or sub-limits or the amount remaining of the same:

- a) Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the Company will pay the repair or reinstatement cost limited to the cost of repairing or restoring the item to its condition immediately before the happening of the insured event.
- b) In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
- c) In the case of the death of any animal insured under this Policy, the Company will pay in the same proportion as the number of deceased animals compared to the total number of animals insured bears to the Sum Insured.
- d) All items that can be insured under any Cover of this Policy must be insured at their replacement value as at the commencement date of the Policy Period, which:
 - i) for buildings means the reconstruction cost of the building with a building of the same type and specification, inclusive of all ancillary costs;
 - ii) for other items means replacement with an equivalent item of the same kind and capacity;
 - iii) for animals means the cost of replacing the animals with animals of the same type, breed, age and health.

If all items have not been insured and/or have been insured at a value less than their replacement value, then the Company's payment shall be proportionately reduced and the Insured shall be considered his own insurer of the difference.

- e) in relation to any third party liability claim for which cover is available under this Policy:

- i) Defence Costs incurred by the Company by or on behalf of the Insured shall first reduce the Limit of Indemnity.
- ii) All claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one claim under this Policy and as having been made at the time when the first claim was made in writing.
- iii) The Company will not settle any claim without the consent of the Insured, but if the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with the Company's prior written consent up to the date of such refusal.
- iv) In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured or any Insured under this Policy in respect of that claim.
- v) All amounts expended by the Company on its own behalf and on the Insured's behalf in the payment of any claim and/or in Defence Costs in the course of the investigation, defence and settlement of any Claim will reduce the Limit of Indemnity.
- f) If, at the time of any claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
- g) 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 civil or criminal 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.
- h) The Company shall not be liable to make any payment for a claim made under any Cover until such time as it has been fully satisfied by the Insured of the existence and amount of a claim and the Company's liability for it.

- i) The Company's liability to make any payment under the Policy is in excess of the Deductible.
 - j) If the Insured or any claimant under this Policy 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.
- 5) Right of Inspection
- a) The Company or its representatives may at any time undertake an inspection of any property or items insured hereunder and shall be entitled to the Insured's full cooperation and assistance in such inspection in terms of permitting access and providing information or documentation.
 - b) The Insured shall comply with recommendations for improvements or risk minimisation made by the Company (with or without an inspection) within the time period specified.
 - c) Nothing in this General Condition 5) shall in any way take away from or reduce the Insured's obligations under this Policy (including in particular General Condition 2)) or the Insured's disclosure obligations upon inception or renewal, which shall in all cases be assessed as if this General Condition 5) did not exist or any inspection or recommendation made pursuant to it had not been made.
 - d) Any inspection undertaken by the Company shall not be or be deemed to be a warranty or assurance that the item so inspected is safe or in proper condition.
- 6) Cancellation
- a) This Policy may be cancelled by or on behalf of the Company by giving the Insured at least 14 days written notice and in such event the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period. For the avoidance of doubt, the Company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.
 - b) This Policy may be cancelled by the Insured at any time by giving at least 14 days written notice to the Company. The Company will refund premium in accordance with the Short Period Scale below:

Short Period Scale

Period of Risk (not exceeding)	Premium to be retained (%age of the annual rate).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund of premium shall be due or payable on cancellation if the Insured and/or, where applicable, the Named Insured, has made a claim under this Policy.

- 7) Notices
- a) Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.
 - b) Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.
- 8) Governing Law
- The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law. 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.
- 9) Entire Contract
- This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.
- 10) Dispute Resolution
- a) 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 in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either the Company or the Insured giving notice in this regard.
 - b) The applicable law in and of the arbitration shall be Indian law.
 - c) The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
 - d) 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.
 - e) 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.

- 11) Territorial Limits
- This Policy covers insured events arising during the Policy Period within India save in respect of Cover 9 (Personal Accident) and Cover 10 (Baggage). The Company's liability to make any payment under any Cover shall be to make payment within India and in Indian Rupees only.

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:

	24X7 Help-lines	MTNL/BSNL :1800-220-233		Email	care@futuregenerali.in
		Others :1860-500-3333		Website	www.futuregenerali.in
	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: iobdelraj@rediffmail.com	Delhi & Rajasthan
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 Andaman & 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



FUTURE GENERALI INDIA

Insurance Company Limited

COMPLAINT FORM

POLICY TYPE

<input type="checkbox"/> MOTOR	<input type="checkbox"/> HEALTH	<input type="checkbox"/> PERSONAL ACCIDENT
<input type="checkbox"/> TRAVEL	<input type="checkbox"/> HOME	<input type="checkbox"/> MARINE
<input type="checkbox"/> OTHER _____		

POLICY DETAILS

<input type="checkbox"/> EXISTING SERVICE REQUEST	<input type="checkbox"/> POLICY NO	<input type="checkbox"/> CUSOMER ID
<input type="checkbox"/> COVER NOTE	<input type="checkbox"/> HEALTH CARD	<input type="checkbox"/> APPLICATION NO
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CUSTOMER NAME

FIRST NAME	MIDDLE NAME	LAST NAME
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADDRESS:

CITY PIN CODE

TEL NO. 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 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: _____
