

Horse Insurance Policy

Corporate & Registered Office - 12th & 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013, Care Lines:-MTNL/BSNL subscribers-1800-220-233, Any other service provider:- 1860-500-3333, Email: care@futuregenerali.in, Website: www.futuregenerali.in

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Horse 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 Limit of Indemnity, in respect of

1.1 Death Cover

Accidental death or death from any Disease of any animal described in the Schedule and belonging to the insured occurring during the Policy Period,

1.2 Disability Cover

If specifically opted by the insured and additional premium paid the policy shall be extended to cover:

1.2.1 Permanent Total Disability of the animal arising out of accident provided the indemnity is limited to maximum of 80% of the market value or sum insured, whichever is less.

2 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 references to the male gender shall include references to the female gender wherever the context so permits:

- 2.1 "Policy" means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part thereof, either at inception or during the Policy Period.
- 2.2 "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.
- 2.3 "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.
- 2.4 "Insured" means the person named in the Schedule.
- 2.5 "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.
- 2.6 "Insured Premises" means the place named in the Schedule.
- 2.7 "Schedule" means the schedule attached to and forming part of this Policy
- 2.8 "Animal" means the horse/mare/donkey/mule/poni/yak described in Schedule.
- 2.9 "Disease" means any disease other than those specifically excluded under the policy.
- 2.10 "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
- 2.11 "Permanent Total Disability" means animal described in schedule results in permanent and total incapacity for the purpose of use mentioned in the proposal.

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 Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy without the consent of the Company in writing.
- 3.2 Accidents occurring and/or disease contracted prior to commencement of risk.

- 3.3 Diseases: Glanders and South African Horse Sickness. However, Haemorrhagic Septicaemia, Anthrax, Foot & Mouth Disease, Rinderpest, B.Q, Tetanus, Rabies. are covered if preventive inoculation is done before insurance and a certificate to this effect is produced.
- 3.4 Theft or clandestine sale of the insured animal.
- 3.5 Disability Temporary or Permanent, Total or Partial.
- 3.6 Death due to any disease contracted within 15 days from the date of commencement of the policy
- 3.7 Any loss or damage caused willfully 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.
- 3.8 Transport by air and sea. Transport beyond 25 kilometers from the place of stabling by any means other than by foot and beyond 50 kilometers from the place of stabling in case of transit by foot.
- 3.9 Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering or human consideration on the basis of the certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by the order of lawfully constituted authority
- 3.10 Any consequential loss, howsoever arising.
- 3.11 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.
- 3.12 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.

3.13 Specific Exclusions:

i) Racing, Hunting and Blood stock purposes.

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 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.
- 4.1.2 Immediately obtain the services of a qualified Veterinary Surgeon and cause of the animals to be properly treated in the event of an illness or accident
- 4.1.3 Give immediate notice to the Company in the event of death of the insured animal and shall give Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The insured shall also within 14 days furnish to the Company such information accompanied by such Veterinary and satisfactory certificates as proof of the death, identity and value of the animals as the Company may require.
- 4.1.4 Production of the identification tag applied on the ear of animal by the Company or full Photograph as agreed at the time insurance is a pre-requirement for admission of any liability of the Company in the event of death of the animal.
- 4.1.5 In the event of loss of tag during the policy period, immediate intimation to be given to the Company and retagging to be done immediately.
- 4.1.6 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 hereafter recoverable hereunder.

4.2 Assessment of Payment:

Subject to the Operative Clause of the policy the Company shall pay the insured:

- (a) In the event of death claims admissible under the policy, the market value or Sum Insured of the animal at the time of death after accounting for commercial value of dead animal and excess if any.
- (b) In the event of Permanent Total Disability admissible under the policy, the market value of the animal subject to the maximum percentage of sum insured as prescribed under item no. 1.2.1

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 Reasonable Precautions:

- 4.4.1 Every animal must be sound and in perfect health and free from any injury at the time of the proposal or insurance of or any renewal, addition or substitution and must also remain sound and in the perfect health and free from any injury at the time of payment of the premium or balance thereof.
- 4.4.2 The insured shall cause every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, yards, sheds and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safeguard loss or danger of loss under this policy. The intent and meaning of this condition being that each insured animal shall have the same care and attention as when not insured.

4.5 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 ratable proportion of any loss or damage.

4.6 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.

4.7 Cancellation

4.7.1 This Policy may be cancelled by the Insured at any time by giving at least 15 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.

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

4.7.2 This insurance may also be cancelled by or on behalf of the Company by giving the insured at least 15 days written notice to the address stated in the schedule. The company will retain premium on a pro-rata basis.

4.8 Arbitration

- 4.8.1 Any dispute or difference, which may arise under this Policy on the quantum of Claim (liability being otherwise admitted) shall be referred to arbitration and to a sole arbitrator, If they cannot agree upon a single arbitrator than 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 shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time
- 4.8.2 The expenses of the arbitrator(s) shall be shared equally between the parties and such expenses, along with all reasonable costs in 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.
- 4.8.3 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.
- 4.8.4 In the event that these arbitration provisions shall be held to be invalid then all such dispute shall be referred to the exclusive jurisdiction of the Indian court.

4.9 Observance Of Terms And Conditions

The due observance and fulfillment 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.

4.10 Renewal Notice

The Company shall not be bound to accept any renewal premium or to give notice that such is due.

4.11 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.

4.12 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.

4.13 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.

II you nave	n you have a complaint of gnevance you may reach us through the following avenues.					
HELP	24X7 Help-	MTNL/BSNL :1800-220-233		Pemail	Email	care@futuregenerali.in
UINE lines	lines	Others	:1860-500-3333	www	Website	www.futuregenerali.in
	GRO at each Branch	Walk-in to any of our branches and request to meet the Grievance Redressal Officer (GRO).				

What can I expect after logging a Grievance?

• 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.

What do I do, if I am unhappy with the Resolution?

•You can write directly to our Customer Service Cell at our Head office::

Customer Service Cell	Customer Service Cell, Future Generali India Insurance Company Ltd. Corporate & Registered Office:- 12th & 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013 Please send your complaint in writing. You can use the complaint form, annexed with your policy.
	Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster.

How do I Escalate?

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).

• REGISTER YOUR COMPLAINT ONLINE AT: <u>HTTP://WWW.IGMS.IRDA.GOV.IN/</u>

Insurance Ombudsman:

If you are still not satisfied with the resolution to the complaint as provided by our **GRO**, 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: <u>bimalokpalbhopal@airtelmail.in</u>	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: <u>ioobbsr@dataone.in</u>	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: <u>ombchd@yahoo.co.in</u>	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: <u>chennaiinsuranceombudsman@gmail.com</u>	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: <u>ombudsmanghy@rediffmail.com</u>	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: <u>iokochi@asianetindia.com</u>	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman 4 th Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124346 / (40) Fax: 033-22124341 E-mail : <u>iombsbpa@bsnl.in</u>	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: <u>insombudsman@rediffmail.com</u>	Uttar Pradesh and Uttaranchal
MUMBAI		

The list of Insurance Ombudsmen offices is posted on the website: <u>http://www.irdaindia.org/ombudsmen/ombudsmenlist_new.html</u>

	CO	MPLAINT FORM	
POLICY TYPE	MOTOR TRAVEL OTHER	HEALTH HOME	PERSONAL ACCIDENT MARINE
POLICY DETAILS	EXISTING SERVICE RI COVER NOTE	EQUEST POLICY NO	CUSOMER ID
CUSTOMER NAME			
CITY	PIN CODE		
Detailed description of the pr	oblem:		
Customer's Signature			Date:
You may submit your complai	int to the Nearest Branch Office or m	ail it to our Customer Service Cell at:	
Customer Service Cell Future Generali India Insura Corporate & Registered Offic		abulls Finance Centre, Senapati Bapat Marg	g, Elphinstone Road, Mumbai - 400013
		1860-500-3333	nil: care@futuregenerali.in Website: wwwfuturegenerali.in
Office Use Only:			
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