

POULTRY INSURANCE POLICY WORDINGS



POULTRY INSURANCE

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 death of birds due to accident (Including Fire, Lightning, Flood, Cyclone, Strike, Riot, Civil Commotion & Terrorism or Diseases (Certain diseases subject to vaccination certificate) contracted or occurring during the policy period.

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 female gender shall include references to the male 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 hereof, either at inception or during the Policy Period.
- 2.2 "Policy Period" means the period commencing with the start date mentioned in the schedule till the end date mentioned 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 or company/institution named in the policy schedule who is the legal owner of the birds insured under this policy. The definition of insured can also be extended to include company/institution who has an insurable interest of the birds insured under this policy.
- "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 "Birds" means Exotic or cross bred birds 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.

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 Loss / Death due to natural mortality, non-specified or unknown disease or reasons.
- 3.2 Malicious/willful injury, neglect
- 3.3 Transit by any mode of transport
- 3.4 Improper management (including overcrowding) i.e. when

the farm is not run on scientific Poultry Management Guidelines laid down by Poultry Corporations/Animal Husbandry Department in regard to housekeeping, watering, feeding, vaccinations, deworming, debeaking, lighting / heating, culling etc.

- 3.5 Undergrowth, cannibalism, action of predators like preying birds and carnivorous animals
- 3.6 Theft and clandestine sale of birds.
- 3.7 Intentional slaughter of the birds except in cases where destruction is necessary to terminate incurable suffering on humane consideration and to protect remaining healthy flock to reduce additional losses on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority under intimation to Insurance Company.
- 3.8 Consequential loss, howsoever caused such as Loss of earning, loss of delays, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- Loss of production i.e. the failure due to any reasons whatsoever to lay required number of eggs or small sized eggs in layers or to attain proper weight at a particular age in broilers.
- 3.10 Permanent and Partial Disablement of any nature.
- 3.11 Malnutrition/shortage of water, death due to starvation because of non-supply of feed to farm due to any reason whatsoever.
- 3.12 Loss due to huddling and/or piling of birds
- 3.13 Marek's disease, Ranikhet disease, Fowl Pox and Infectious Bronchitis. These diseases are covered by the policy if the birds are successfully inoculated against these diseases and the necessary veterinary certificate to that effect is submitted. Coccidiosis and other diseases are covered only if preventive and curative measures are taken from time to time.
- 3.14 Avian Leucosis complex (A.L.C.), Bird Flu.
- 3.15 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 nationalization or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.
- 3.16 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.

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 Doctor and cause the birds to be properly treated in the event of an illness.
- 4.1.3 In case of alarming death/ outbreak of epidemic nature

immediate notice within 12 hours should be given to the company and all birds should be segregated and produced to the representative of the company or to any person authorized by the company for inspection. Delay in reporting of the claim should be avoided and if there is delay of more than three days the claim would be treated as Non-standard.

- 4.1.4 Daily mortality detail to be sent to the company on fortnightly basis, failing which report will be treated as Nil for that fortnight.
- 4.1.5 If the Company shall disclaim the 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

In the event of death of birds claims would be assessed subjective of operative clause, on the basis of week wise valuation attached herewith after applying minimum excess and Indemnity limit of 80% and 60% in case of death due to Gumboro disease.

The amount for Excess would be calculated on the basis of average valuation of the dead birds per batch in case of broilers and during policy period in case of Layer or Hatchery birds. Average valuation shall be based on the weekly mortality data provided by insured

Admissibility of the claim & Excess

Claim under the policy would be admissible only if the mortality in the flock exceeds beyond the excess limit given here:

Broilers	Mortality
1day old to 8 weeks	5% of population in each batch
Layers/Hatchery	
1 day old to 20 weeks	5% of population in each batch
9th week to 72 weeks	1% of population in every month on remaining birds, i.e. at the beginning of 21st weeks and then every month

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 All birds must be sound and in perfect health at the time of the proposal or insurance or at any renewal. Additions or substitutions of birds must also remain sound and in the perfect health at the time of payment of the premium.
- 4.4.2 The insured shall provide sufficient and proper food, water, shelter, light and ventilation and shall keep secure all fences, sheds and shall at all times and to the best of his knowledge and ability, exercise due and proper precaution and safeguard loss or danger of loss under this policy. The intent and meaning of this Condition being that the birds shall have the same care and attention as when not insured.
- 4.4.3 The insured shall maintain essential records such as Flock record on day to day basis Daily stock Register, Mortality Record, Culling (Removal of weak birds from the flock), Vaccination, Feed consumption, Production, Incidence of diseases, Purchases and Sales etc.

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	Premium to be retained (%age of
(not exceeding)	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 to be appointed by such two arbitrators and the arbitration 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 to 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 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 give renewal due notice. Renewal would be denied in cases of moral hazard, misrepresentation or fraud.

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.

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.

4.12 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.

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	24X7 Help-	MTNL/BSNL	:1800-220-233	Email	Email	care@futuregenerali.in
	lines	Others	:1860-500-3333	www	Website	www.futuregenerali.in
Mark the second	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: HTTP://WWW.IGMS.IRDA.GOV.IN/

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: bimalokpal@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: <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: 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: chennaiinsuranceombudsman@gmail.com	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 & 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: <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 4th Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, KOLKATA - 700 072 Tel: 033-22124346 / (40) Fax: 033-22124341 E-mail: iombsbpa@bsnl.in	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	T POLICY NO HEALTH CARD	CUSOMER ID APPLICATION NO	
CUSTOMER NAME ADDRESS: CITY TEL NO. Detailed description of the part of th	FIRST NAME PIN CODE MOBILE NO.	MIDDLE NAME	LAST NAME	
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:- 12th & 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013				
	ribers- 1800-220-233, Any other service 1			
Office Use Only:			Service / Case #	