



PRADHAN MANTRI FASAL BIMA YOJNA POLICY WORDINGS



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PRADHAN MANTRI FASAL BIMA YOJNA

Preamble

Future Generali India Insurance Company Limited ("the Company/ We/ Our/ Us"), having received a Proposal and the premium from the Proposer ("You/ Yours") named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/appropriate benefit will be paid by the Company.

I. Scope of Cover

We hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate You, in the manner specified in the Schedule, against any significant deviation in the Actual Yield or in specified Weather Index as stated therein, within the specified geographical location and specified time period, subject to a maximum of the Sum Insured stated in the Schedule of this Policy.

II. Definitions

- 1. Automatic Weather Station (AWS): means the primary weather station as specified in the Schedule, the weather data of which would be utilized for the purpose of on account payment of claims and claims for prevented sowing etc.
- 2. Insured Person: All farmers including sharecroppers, tenant farmers growing the notified crops in the notified areas are eligible for coverage.

The Scheme covers following groups of farmers:

- a. On a compulsory basis: All farmers growing notified crops and availing Seasonal Agricultural Operations (SAO) loans from Financial Institutions
 i.e. Loanee Farmers.
- b. On a voluntary basis: All other farmers growing notified crops (i.e., Non-Loanee farmers) who opt for the Scheme.

Farmer includes:

- a. Individual owner-cultivator/ tenant farmers/ share croppers.
- b. Farmers enrolled under contract farming, directly or through promoters / organizers
- c. Groups of farmers / societies serviced by Fertilizer Companies, Pesticide firms, Crop Growers associations, Self Help Groups (SHGs), Non- Governmental Organisations (NGOs), and Others
- 3. **Proposal:** means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to us by you or on your behalf.
- **4. Policy:** means the Policy wording, the Schedule and any applicable Endorsement or memoranda. Your Policy contains the details of the extent of cover available to you, what is excluded from the cover and the conditions, warranties and provisions on which the Policy is issued.
- **5. Policy Period:** means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.
- 6. Schedule: means the latest Schedule issued by us as part of Your Policy. It provides details of the level of cover you have.
- 7. **Sum Insured:** means the monetary amount of coverage mentioned in the Schedule of the Policy. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
- 8. Claim Trigger: means when actual yield isless than threshold yield.
- **9. Actual Yield (AY)** means yield per hectare of the insured Crop calculated on the basis of requisite number of Crop Cutting Experiments (CCEs) in the insured season for defined area and within policy period under Policy
- 10. Bank means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India
- 11. Crop means the variety of seed and/ or plants the Insured cultivates as mentioned in the Policy Schedule.
- **12. Crop Cutting Experiments** (CCE) means Crop experiments which consist of identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, threshing the produce and recording of the harvested produce for determining the percentage recovery of dry grains or the marketable form of the produce.
- **13. Cropping Plan means** *a* detailed statement forming part of this policy showing the insurance cover selected by the Insured , the field number or name, the Crop and variety planted, the respective area planted, the sowing date, the emergence date, the average yield per hectare, the value per ton of harvested Crop and the Sum Insured of this crop.
- **14. Deductible** The Insured shall first bear an agreed percentage of the value at risk at the time of loss at the insured location as specified in the schedule on each and every loss caused by any insured peril and the Company shall only be liable for any amount in excess of the said loss amount.



- 15. Defined Area or Unit area of insurance means specified area for the Notified Crop under the policy.
- 16. Endorsement means any alteration made to the policy which has been agreed to by the company in writing
- 17. Exclusion means the damages/perils/properties/contingencies which are not covered under the policy and the company has no liability in the event of loss occurrence.
- **18. Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
- 19. Harvesting means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm
- 20. Insured Area means the area under cultivation which is covered under the Policy
- 21. Loanee Farmers are those Farmers for whom agricultural loans have been sanctioned or disbursed by Bank / Financial Institutions
- 22. Level of Indemnity means the percentage of indemnity as specified in the Policy Schedule
- 23. Minimum Support Price means a minimum price for a Notified Crop, decided by the Government with a view to ensuring remunerative prices to the farmers for their produce on the basis of the Commission for Agricultural Costs and Prices (CACP) recommendations
- **24. Notified Crop** is the Crop which is selected for the insured season in the defined area by the insurer or selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Policy Schedule
- **25. Notional Threshold Yield** means the threshold yield (TY) or guaranteed yield for a Crop shall be the average yield multiplied by level of indemnity. Average yield will be calculated on the basis of the data for the preceding 7 years excluding the year(s) in which a natural calamity such as drought, floods etc. may have been declared by the concerned Government/Authority. However; it may be ensured that at least 5 years yield data is available for calculating the threshold yield
- **26. Terrorism** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear
- 27. Theft means the act of stealing, specifically, the felonious taking and removing of property, with intent to deprive the rightful owner of the same and includes larceny

III. SPECIFIC POLICY TERMS

1. Limits of Sum Insured / Coverage:

The Sum Insured (SI) for both loanee & Non loanee farmers will be same and equal to the Scale of Finance as decided by the District level Technical Committee and would be pre declared by SLCCCI and notified.

2. Risks covered:

- a. Standing Crops: Comprehensive risk insurance will be provided to cover yield losses due to non-preventable risks, viz.:
- i. Natural Fire and Lightning
- ii. Storm, Hailstorm, Cyclone, Typhoon, Tempest, Hurricane, Tornado etc.
- iii. Flood, Inundation and Landslide
- iv. Drought, Dry spells
- v. Pests/ Diseases etc.

b. Prevented Sowing / Planting Risks

In case farmer of an area is prevented from sowing/ planting due to deficit rainfall or adverse seasonal conditions, such insured farmer who failed to sow/ plant (but otherwise has every intention to sow/ plant and incurred expenditure for the purpose), shall be eligible for indemnity. Notified Insurance Unit will be eligible for "Prevented Sowing / Planting" payout only if 75% of crop sown area for notified crop remain unsown due to occurrence of any of above peril. The lump sum payout under this cover would be limited to 25% of the sum insured and the Insurance cover will be terminated.

c. Post-Harvest Risks

Coverage is available only for those crops, which are allowed to dry in cut and spread condition in the field after harvesting against specific perils of Cyclone, Cyclonic rains and unseasonal rains.. Further, the coverage is available only up to a maximum period of two weeks from harvesting. Assessment of damage will be on individual basis.

d. Localized Risks

Loss /damage resulting from occurrence of identified localized risk of hailstorm, landslide and Inundation affecting isolated farms in the notified area.

3. Levels of Indemnity

Three levels of Indemnity, viz., 90%, 80% &70% corresponding to Low Risk, Medium Risk & High Risk areas shall be available for all crops (cereals, millets, pulses & oilseeds and annual commercial/ annual horticultural crops).

IV. GENERAL WARRANTIES



- 1. Our liability in respect of the coverage under this Policy shall not exceed the Sum Insured set against each Insured Person in the Schedule.
- 2. During the Policy Period, the Insured Person(s) should possess all legal ownership rights with regard to the agricultural land and crop cultivated as specified in the Schedule to the Policy. You shall provide to Us such title deeds and other documents as may be required by Us for verification of the Insured Person's ownership of the agricultural land. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

V. EXCLUSIONS

- 1. **War Risk:** Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, civil commotion, loot or pillage in connection therewith.
- Nuclear Risk: Any loss to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or
 contributed to or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from
 the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.
- 3. Consequential Loss: Consequential loss of any kind or description.
- 4. Terrorism: Any loss to crop or asset on account of terrorist activities.
- 5. Malicious Damage: Loss arising out of malicious damage or any other preventable risks shall also be excluded.
- 6. The burning of the crop by order of any public authority.
- 7. Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors
- 8. Any peril not specifically covered under the Policy.
- 9. Consequential loss whether or not caused by an insured peril.
- 10. Instances where recognized good farming and harvesting practices have not been followed
- 11. Controllable diseases, weeds and/or controllable insect infestations.
- 12. Theft / clandestine sale of the Insured Crop
- 13. Intentional destruction of the Insured Crop
- 14. Poor crop stand due to either defective seed / sampling or unfavorable conditions prevailing during sowing period.
- 15. Action of birds and animals
- 16. Loss occurring prior to commencement of risk.
- 17. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased;
- 18. Loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 19. Any crop which has been harvested prior to inspection by our loss assessor or without the consent of the company upon happening of a claim.
- 20. Any damage to harvested Crops and crop in transit.
- 21. Loss occurring due to industrial pollution and / or toxic waste.
- 22. Any expenses whatsoever incurred by an Insured Person in connection with or in respect of any loss, howsoever caused, even if such loss results in diminished agricultural output/yield.

1. Claim Procedure

Loss Calculation of Standing Crops:

In so far as it relates to loss or damage to the interest insured in regard to which You or the Insured Person shall make a claim under this Policy, the basis upon which We shall assess the loss shall be as follows:

If the 'Actual Yield' (AY) per hectare of the insured crop for the defined area [on the basis of requisite number of Crop Cutting Experiments (CCEs)] in the insured season, falls short of the specified 'Threshold Yield' (TY), all the insured farmers growing that



crop in the defined area are deemed to have suffered shortfall in their yield. The Scheme seeks to provide coverage against such contingency.

'Indemnity' shall be calculated as per the following formula:

Indemnity = Shortfall in yield X Sum Insured

Threshold yield

Shortfall in Yield

{Shortfall in Yield = 'Threshold Yield - Actual Yield' for the Defined Area}

Note: not withstanding above the claim amount will be done in line with operational guidelines issued by Govt. of India from time to time.

• On Account Payment:

In case of adverse seasonal conditions during crop season viz. floods, prolonged dry spells, severe drought etc, insurance companies in consultation with concerned State Government/ UT based on agro meteorological data/ satellite imagery or any other proxy indicator will decide about crops/ areas for which on account payment will be made, not exceeding 25% of likely claims subject to adjustment against final claims. Appraisal of mid-season adversity and quantum of on-account payment will be established jointly byGovernment of India/concerned State Government/ UT and insurance company (ies). On account payment will be implemented only in states where such proxy indicators can be established and will be considered for payment, only if the expected yield during the season is less than 50% of normal yield.

In such an instance, insurance company based on declarations received from banks or insurance proposals, received from other authorized agencies or directly from farmers for such crops and areas affected by adverse season; shall work out likely claims which will occur based on end of season yield assessment, and will release claim up to 25% of likely claims, in advance to farmers through nodal banks subject to adjustment against claims assessed on yield basis i.e. in case end of season yield based claims works out to be higher, then difference of claim would be payable and in case end of the season claim based on yield happens to be lower, then the insurance company reserves the right to recover excess claims so paid to farmers.

• Prevented Sowing / Planting Claims:

Due to non-receipt of sufficient rainfall or excess rainfall or other weather adversities, farmers in one insurance unit may not be in a position to either sow or transplant crop or grow crop (failed at an early stage). When this incidence is widespread i.e. majority of area in one insurance unit remains unsown/ failed sowing, or as decided for various crops by SLCCCI at time of notification, then insurance company based on weather/ rainfall position in insurance unit, as issued by concerned office of IMD during the season, and acreage-sown particulars received from State Government; will decide extent of claims to be paid. In case of non-availability of IMD stations at a location or else non-availability of IMD data on certain days, other authentic weather stations/ rain gauge stations by State Government/ autonomous bodies/ agriculture universities/ private agencies as approved by SLCCCI can also be considered for purpose of measuring weather/ rainfall. Notified Insurance unit will be eligible for "Prevented Sowing/Planting pay-out only if more than 75% of crop sown area of notified crop remained unsown due to occurrence of notified perils. Insurance company in consultation with SLCCCI will assess extent of claims payable based on the weather/ rainfall position, crop, acreage planted etc. and in any case maximum claims payable will be restricted to 25% of sum-insured. Having become eligible for prevented/ failed sowing, insurance cover is automatically terminated. The cover will be available for Major crops only. Farmers need not lodge any claim for prevented/ failed sowing.

Post-Harvest Losses:

In case of occurrence of cyclone, cyclonic rains and unseasonal rains throughout the country resulting in damage to harvested crop lying in field in "cut & spread" condition, up to maximum period of two weeks (14 days) from harvesting for sole purpose of drying. .. Immediate intimation (within 48 Hour) by the insured farmers either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free no of the insurance company. when affected area is limited up to 25 % of total insured area in notified insurance unit, the losses of eligible farmers would be assessed individually. Insurance company will nominate an authorized loss assessor who will visit the field and assess damage and submit report to insurance company.

Based on report submitted by loss assessor, insurance company will arrive at claim payable and loss as a percentage of sum insured. Claim payable will be higher of the two i.e area approach based claim and claim assessed for post-harvest losses.

Localized Risk:

It is intended to provide insurance cover at individual farm level to crop losses due to occurrence of localized perils/calamities viz. Landslide, Hailstorm and inundation affecting part of notified unit or plot.

If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers would be eligible for financial support. Maximum payout under this provision would be in proportion to input cost incurred up to occurrence of insured peril.

Immediate intimation (within 48 Hour) by the insured farmers either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free no to the insurance company. Insurance company will nominate an authorized loss assessor who will visit the field and assess damage and submit report to insurance company. Based on report submitted by loss assessor, insurance company will arrive at claim payable and loss as a percentage of sum insured.

The insured shall be required to furnish the following for or in support of a claim under the policy-

- ${\bf o}$ $\;$ Duly completed claim form, signed by district agriculture official
- o Land record as per the government norms
- Certificate of loss due to insured peril from certifying agency nominated by Government or authorized by the Company.
- Copy of certificate of insurance



- Two photographs of the damaged or loss incurred area of insured Crop which shows the loss under the policy.
- Any other document as may be required by the company

3. Claim Control

We are entitled to

- a. Enter and monitor the crop cutting experiments done by respective state governments
- b. Receive all necessary information, proof of landholding, crop sowing etc and necessary assistance from You and/ or any other Insured Person seeking benefit under this Policy.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You Insured Person is making no claim under the Policy; or if any claim has been made, until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported exercise of the aforesaid powers, incur any liability to You or any Insured Person or diminish Our rights to rely upon any of the provisions of this Policy in answer to any claim.

If you or any Insured person shall not comply with our requirement or shall hinder or obstruct us in the exercise of the aforesaid powers, all benefits under the Policy shall be forfeited at our option.

4. Duties of Insured/ Insured Person

Upon happening of the event giving rise to a claim under the Policy, You/ Insured Person shall deliver to Us a detailed statement in writing as per the Claim Form and any other material particular relevant to the making of the claim.

This submission should be irrespective of the date on which the event shall have come to Your/ Insured Person"s knowledge, but should not be later than 90 days from the expiry date of the Policy.

VII. GENERAL CONDITIONS

1. Incontestability and Duty of Disclosure:

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.

3. 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. Material change:

The Insured shall immediately notify the Company by in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5. Records to be maintained:

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.

6. No constructive Notice:

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.:

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions:

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.



9. Duties of the insured on occurrence of loss:

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- **a.** In case of localized risk, the insured farmer would give intimation to the company within 24 hours of the event through the concerned financial institution / Bank / authorized agent ordirectly..
- b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in the policy.
- C. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in the policy.
- d. Not abandon the insured Property/item / premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

10. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- **a.** Enter and/or take possession of the Property and / or Crop Cultivated, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- **C.** Keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

11. Right to inspect:

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy

12. Position after a claim:

The Insured shall not be entitled to abandon any Insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Period of Insurance shall stand reduced by the amount of the compensation.

13. Subrogation:

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

14. 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 subject matter of this insurance, 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.

15. Fraudulent claims:

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve

(12) Calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

16. Cancellation/termination:

The Company may at any time, cancel this Policy on grounds like fraud, moral hazard or misrepresentation by giving at least seven days written notice in writing by Registered post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

The Insured may also give at least seven days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall from the date of receipt of notice cancel the policy and refund the premium for the period this policy has been in force as per the short period refund grid:

Cancellation Period	Refund
Within One Week of inception of cover	25% of premium
Beyond One Week of inception of cover	Nil

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof, the cover and Company's liability in respect of the Insured shall forthwith terminate.

Notwithstanding anything contained herein or otherwise stated, no refunds of premium shall be made where any claim has been lodged with the Company or any benefit has been availed by the Insured Person/ admitted by the Company under the Policy. Notwithstanding anything contained herein or otherwise stated, any request of Cancellation shall be confirmed by Financial Institution (s) whose name appears in Policy Schedule.

17. Policy Disputes:

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

18. Arbitration clause:

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

19. Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.



20. Endorsement Applicable To the policy

E1: Agreed Bank Clause

It is hereby declared and agreed:-

That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties. That the receipts of the Bank shall be complete discharge of the Company thereof and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

21. Notices:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in the Policy Schedule. In case of the Company:

Future Generali India Insurance Company Ltd.

6th Floor, Tower 3, Indiabulls Finance Center, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.



Grievance Redressal Procedures

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:

HELP	Help – Lines	1800-220-233 / 1860-500-3333 / 022-67837800	Email	Email	crop.insurance@futuregenerali.in
			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: - 6th Floor, Tower 3, Indiabulls Finance Center,

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: 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: joobbsr@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 <u>E-mail: 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: 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: jobdelraj@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: iokochi@asianetindia.com	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: 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



The updated details of Insurance Ombudsman are available on IRDA website: www.irda.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, our website www.futuregenerali.in or from any of our offices

COMPLAINT FORM

Office Use Only:			Service / Case #
Customer Service Cell Future Generali India Ins Corporate & Registered Offic Care Lines:- 1800-220-23	surance Company Ltd. te:- 6th Floor, Tower 3, Indiabulls Finance Cent 3 / 1860-500-3333 / 022-67837800 Email :	er, Senapati Bapat Marg, Elphinsto - <u>Fqcare@futureqenerali.in</u> Web	one Road, Mumbai – 400013 site:- www.futuregenerali.in
You may submit your co	mplaint to the Nearest Branch Office or n	nail to our Customer Cell at:	
Customer"s Signature			Date
Customoria Ciaratina			Date
Detailed description of the	ne problem:		
TEL NO.		MOBILE NO.	
CITY		PIN CODE	
ADDRESS			
FIRST NAME	MIDDLE NAME	LAST NAME	
COVER NOTE		HEALTH CARD	APPLICATION NO
POLICY DETAILS	EXISTING SERVICE REQUEST	POLICY NO	CUSTOMER ID
OTHERS			
TRAVEL		HOME	MARINE
POLICY TYPE	MOTOR	HEALTH	PERSONAL ACCIDENT



Comments:	
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