



FUTURE GENERALI INDIA
Insurance Company Limited

AGRICULTURAL PUMPSET INSURANCE POLICY

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AGRICULTURAL PUMPSET 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.

Provisions

Cover is provided for the following:

Loss or damage occasioned on the Farm to the Insured's Agricultural Pump Set (whether electrical or diesel) used solely for Farm Business if caused by:

- a) Accidental fire;
- b) Lightning;
- c) Sudden and unexpected mechanical or electrical breakdown;
- d) Riot, strike or malicious damage.

If the Company accepts a claim under Clause (a & b) 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.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy:

- 1) 'Accident' or 'Accidental' means a sudden, unintended, fortuitous visible and external event.
- 2) 'Agricultural pump set' means a pump set which is used purely for farm purposes and is driven by electricity or other fuel and any type other than submersible pump.
- 3) '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.
- 4) '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.
- 5) 'Insured' means the person or entity named in the Schedule.
- 6) '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 Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
- 7) 'Named Insured' means the person or persons named in the Schedule.
- 8) '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.
- 9) '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.
- 10) 'Policy Period' means the period between the commencement date and the expiry date shown in the Schedule.
- 11) 'Pump Sets' means the pump sets specified in the Schedule.
- 12) 'Schedule' means the Schedule attached to and forming part of this Policy.
- 13) '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 Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.

Exclusions

Unless specifically stated to be covered, the Company has no liability and will not make any payment under this Policy for any claim caused by or arising from any of the following:

- 1) loss or damage for which the manufacturer or supplier of the set is responsible;
- 2) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- 3) any maintenance costs for the set or any replacement parts which are consumable in nature;
- 4) The cost of rectifying functional failures unless due to an insured event under this Cover.
- 5) 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.
- 6) The Company has no liability for and will not make any payment under this policy for any fault or defect existing at the commencement date of this insurance. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
- 7) Liability more specifically insured elsewhere;
- 8) Any claim in which the Insured, his servants, family, household or persons engaged in or upon the service of the Insured are involved or are alleged to be involved;
- 9) 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;
- 10) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, 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;

Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances;

- 12) 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;
- 13) Act of terrorism.

Special Conditions:

- 1) 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.
- 2) The Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
- 3) In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of Sum Insured or actuals whichever is lower subject to deduction of salvage value of burnt copper and deductible excess.

General Conditions

1) Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far 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;
- 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) comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
- f) 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;
- g) 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;
- h) not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;

- i) properly maintain pumpset 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

- a) 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:
 - b) immediately and in any event within 14 days 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;
 - c) 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;
 - d) 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;
 - e) expeditiously provide the Company, its representatives and appointees with all the information, assistance, records and documentation that they might require;

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. No depreciation shall be deducted other than for parts with limited life. Special condition no.3 shall be applicable for all claims involving rewinding of the coil.
- b) In case of total loss, the Company will pay the actual value of the item immediately before the occurrence of the loss including erection and such actual value to be calculated by deducting proper depreciation from the replacement value of the item. However, minimum depreciation shall be 10% per year subject to Maximum deduction of 75%. The Company will also pay normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.
- c) 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 means replacement with an equivalent item of the same kind and capacity.

If items insured 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.

- d) 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.
- e) 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.
- f) The Company shall not be liable to make any payment for a claim made under the policy 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.
- g) The Company's liability to make any payment under the Policy is in excess of the deductible and depreciation.
- h) 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.

Period Of Insurance	1 Year Policy (% of Annual Premium)	2 Years Policy (% of Annual Premium)	3 Years Policy (% of Annual Premium)
Less Than 1 month	25%	15%	10%
More Than 1 Months, Upto 3 Months	50%	25%	20%
More Than 3 Months, Upto 6 Months	70%	35%	25%
More Than 6 Months, Upto 9 Months	85%	50%	40%
More Than 9 Months, Upto 12 Months	Full	70%	50%
More Than 12 Months, Upto 18 Months	-	85%	60%
More Than 18 Months, Upto 24 Months	-	Full	75%
More Than 24 Months, Upto 30 Months	-	-	85%
More Than 30 Months.	-	-	Full

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.

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 15 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 15 days written notice to the Company. The Company will retain premium in accordance with the Short Period Scale below:

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, relating to the quantum of any claim liability otherwise being admitted including its interpretation and 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. The Company's liability to make any payment under the policy shall be paid 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
	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	<p>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</p> <p>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.</p>
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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/](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: 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: 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 & 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: lokochi@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 : ioombsbpa@bsnl.in	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

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

