

## ELEPHANT INSURANCE POLICY WORDINGS

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 Deductible and the Limit of Indemnity, in respect of Accidental death or death from any Disease of any animal described in the Schedule and belonging to the insured 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 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 hereof, 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 "Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of any claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the Deductible.

2.4 "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

2.5 "Insured" means the person named in the Schedule.

2.6 "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 and only one Deductible shall be applicable in respect of such Claim.

2.7 "Insured Premises" means the place named in the Schedule.

2.8 "Schedule" means the schedule attached to and forming part of this Policy.

- 2.9 "Animal" means the elephant described in Schedule.
- 2.10 "Disease" means any disease other than those specifically excluded under the policy.
- 2.11 "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 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: Tuberculosis, Salmonellosis, Haemorrhagic Septicaemia, Anthrax, Food & Mouth Disease, Impaction Of Colon, Tetanus, Rabies and Parasitic Infaction.
- 3.4 Death due to any disease contracted within 15 days from the date of commencement of the policy.
- 3.5 Theft or clandestine sale of the insured animal.
- 3.6 Disability Temporary or Permanent, Total or Partial.
- 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, however 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) Breeding and Calving Risk.
- ii) Loss or Damage of Tusk.

#### **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, and:

4.1.2 Immediately obtain the services of a qualified Veterinary Surgeon and cause 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 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:**

4.2.1 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, 80% of the market value or Sum Insured of the animal whichever is less.
- (b) Salvage value amounting to 25% of Sum Insured and other recovery amount against Tusk etc. shall be deducted from claim amount.

#### **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 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 Clause:

For Policyholders, who are other than individuals, the following provision shall be applicable:

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

#### 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.

### 5. Grievance:

#### Redressal of Grievance

In case of any grievance the insured person may contact the company through

Website: <https://general.futuregenerali.in/>

Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link -

<https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://bimabharosa.irdai.gov.in/>

# GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

## What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

**We are always here for your help. You may use any of the following channels to reach us-**

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	<a href="#">Click here</a> to know more	Write to us at <a href="mailto:fgcare@futuregenerali.in">fgcare@futuregenerali.in</a>	<a href="#">Click here</a> to know your nearest branch.	<a href="#">Click here</a> to raise a complaint

## By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

## How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in)
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

**Future Generali India Insurance Company Ltd.**

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,  
Off Eastern Express Highway Behind TCS, Thane West – 400607

# GRIEVANCE REDRESSAL PROCEDURE

## What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

## Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel ([care.assure@futuregenerali.in](mailto:care.assure@futuregenerali.in)) as complaints for faster attention or speedy disposal of grievance, if any.

## Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

**Click here** to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

**Click here** to access the list of insurance ombudsman offices.