

# FUTURE POULTRY INSURANCE POLICY WORDING

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.
- 2.5 "Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing.
- 2.6 "Insured Premises" means the place named in the Schedule.
- 2.7 "Schedule" means the schedule attached to and forming part of this Policy
- 2.8 "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.
- 3.9 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

#### **Cancellation of policy by the Insurer:**

The Company may at any time cancel the Policy and wherever applicable, the certificate of insurance, on the ground of established fraud and no refund of premium will be made. In case of each such cancellation, the Company shall serve a written notice to the Insured and, wherever applicable, to the Beneficiary, of at least seven (7) calendar days.

#### **Cancellation of policy by the Insured:**

The Insured can cancel the insurance cover at any time during the Policy Period by serving a written notice to the Company, with or without citing the cause/reason.

#### Refund of premium will apply in the following manner:

- If the Policy Period is up to one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.
- If the Policy Period is more than one (1) year and no claim has been made till the date of cancellation request, Proportionate premium will be refunded for the unexpired period.

#### 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 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.

#### 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.

#### **INFORMATION ABOUT US**

The Future Generali India Insurance Company Limited

Address: Unit No. 801 & 802, Tower C, 247 Embassy Park, LBS Marg,

Vikhroli (West), Mumbai – 400083 CIN: U66030MH2006PLC165287 E-mail: <u>www.futuregenerali.in</u>

Customer Service: 1800-220-233 | 1860-500-3333 | 022-67837800.

#### **Redressal of Grievance**

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

Website: <a href="https://general.futuregenerali.in/">https://general.futuregenerali.in/</a>

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

Email: 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 <a href="mailto:fggro@futuregenerali.in">fggro@futuregenerali.in</a> or call at: 7900197777

For updated details of grievance officer, kindly refer the link - <a href="https://general.futuregenerali.in/customer-service/grievance-redressal">https://general.futuregenerali.in/customer-service/grievance-redressal</a>



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 - <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"

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# Annexure: VALUATION TABLE FOR CLAIM PAYMENT

# **Present Applicable Valuation Chart**

Age in weeks	Age wise Maximum Value per bird					
	BROILERS		LAYERS			
	IRDP & similar schemes (Rs)	Non-Scheme (Rs)	IRDP & similar schemes (Rs)	Non-Scheme (Rs)		
(1 day old)	6.00	14.00	5.00	19.00		
1	6.50	16.00	6.00	20.00		
2	7.00	19.00	6.50	22.00		
3	7.50	25.00	7.00	24.00		
4	8.00	33.00	7.50	29.00		
5	10.50	43.00	8.00	31.00		
6	12.00	57.00	8.50	36.00		
7	15.00	71.00	9.00	41.00		
8	15.00	85.00	10.00	47.00		
9			10.50	46.00		
10			11.00	49.00		
11			11.50	50.00		
12			125	54.00		
13			13.50	59.00		
14			14.50	64.00		
15			15.00	69.00		
16			16.00	73.00		
17			17.00	78.00		
18			18.00	81.00		
19			19.00	87.00		
20			20.00	93.00		
21			21.00	96.00		
22			22.00	103.00		
23			23.00	105.00		
24-37			25.00	111.00		
38-45			23.00	85.00		
46-52			22.00	71.00		
53-62			20.00	69.00		
63-72			18.00	63.00		



# **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	Click here to know more	Write to us at fgcare@futuregenerali.in	Click here to know your nearest branch.	Click here 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
- 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) 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.