

AGRICULTURAL PUMP SET INSURANCE POLICY WORDINGS

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 or solar) used for Farming or allied Business if caused by:

Accidental fire and allied perils ;

I Fire

Excluding destruction or damage caused to the property insured by

- (i) Its own fermentation, natural heating or spontaneous combustion.
- (ii) It’s undergoing any heating or drying process.
- (iii) Burning of property insured by order of any Public Authority.

II Lightning

III Riot, Strike, Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- (a) Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- (b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- (c) Permanent or Temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

(d) Burglary, housebreaking, theft, larceny, or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

IV Sudden and unexpected mechanical or electrical breakdown

Loss, destruction or damage directly caused by Sudden and unexpected mechanical or electrical breakdown.

V Burglary & Theft

Loss or destruction or damage directly caused due to Burglary & Theft.

If the Company accepts a claim under Clause (Accidental Fire and Lightning) 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 centrifugal pump sets (electrical, diesel & solar) and submersible pump sets (up to 25 HP capacity) which is used for farm purposes or allied Business.
- 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 or allied Business is conducted,.
- 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) 'Group / Master Policy' means the policy issued to the Insured, containing the terms and conditions of the coverage available under the Policy, and under which, Certificate(s) of Insurance shall be issued.
- 11) 'Group Administrator' means the Organization/Entity/Group Manager as named in the Policy Schedule who has concluded this Policy with Us on a group insurance basis.
- 12) 'Certificate of Insurance' means the certificate issued to You under the Group/Master Policy, which contains details such as the Group/Master Policy number, name and Your address, description of the Gadget and other details.
- 13) 'Insured Beneficiary' means members covered under the Group/Master Policy.
- 14) 'Policy Period' means the period between the commencement date and the expiry date shown in the Schedule.
- 15) 'Pump Sets' means the pump sets specified in the Schedule.
- 16) 'Schedule Master Policy Schedule/Certificate of Insurance' means the document attached to and forming a part of the Policy which sets out the Insured's personal details, the Optional Covers in force, if any, the Policy Period and the insured items of Property covered under the Policy. Any annexure or endorsement/memoranda to the Schedule, shall also be a part of the Schedule.
- 17) '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.
- 18) 'Burglary' means taking and carrying away of property from premise:
 - a) Following felonious entry/ exit by use of violent and forcible means and
 - b) the presence of visible marks at the place of entry or exit should be evident.
- 9) 'Theft' means Dishonestly taking away movable property out of the possession of any person without consent of that person. (Section 378 of I.P.C)

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 or are under warranty/guarantee by the manufacturer.
- 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;
- 11) Earthquake, and 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.
- 14) Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes 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.

For the purpose of this warranty an act of 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 organisation(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.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

15) Infectious Disease / COVID-19 Exclusion: Any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, including any fear or threat thereof, whether actual or perceived -

Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or Coronavirus (COVID-19) including any mutation or variation thereof; or

Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

If the Company deems that, by reason of any of the foregoing exclusions, any amount is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

OPTIONAL COVERS

The following extensions to base covers can be opted by Insured on payment of additional premium to the Company.

SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the ‘Terrorism Risk Exclusion’ of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being

in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
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 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;

11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;

13. loss or increased cost as a result of threat or hoax;

14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

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16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;

19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

I. Terrorism Third Party Liability Insurance Add On Cover

1. Insuring Clause

1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.

1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.

1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer's limits of liability under this endorsement.

1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.

1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;

2. Loss, injury or damage arising out of discrimination or humiliation;

3. Loss or damage to property

(a) owned, leased, rented or occupied by the Insured;

(b) in the care, custody or control of the Insured;

4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;

5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.....) wherever opted

II. Political Violence Insurance Extension - Property Damage Wording

1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion;
2. Insurrection, Revolution or Rebellion;
3. Mutiny and/or Coup d'Etat;
4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

"Mutiny" shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

EARTHQUAKE (FIRE AND SHOCK)

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including

Landslide / Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.”

If option to delete STFI peril is not exercised

“In consideration of the payment by the Insured to the Company of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.”

Special conditions

1. Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s). Onus of proof In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

STORM, CYCLONE, TYPHOON, TEMPEST, HURRICANE, TORNADO, FLOOD AND INUNDATION.

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an “add on cover” the words “excluding those resulting from earthquake volcanic eruption or other convulsions of nature” shall stand deleted).

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 insofar 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

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:

- a) 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;
- b) 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;
- c) 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;
- d) 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. 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.
- 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**

The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud or non-cooperation by the Insured and there would be no refund of premium.

Cancellation of policy by the Insured:

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:

Table 10: Short Period Scale

Period of Insurance	1 Year Policy (% of Annual Premium)	2 Years Policy (% of Annual Premium)	3 Years Policy (% of Annual Premium)	4 Years Policy (% of Annual Premium)	5 Years Policy (% of Annual Premium)
Less than 1 month	15%	15%	15%	15%	15%
More than 1 month, up to 3 months	25%	25%	25%	25%	25%
More than 3 months, up to 6 months	50%	50%	50%	50%	50%
More than 6 months, up to 9 months	75%	75%	75%	75%	75%
More than 9 months	Full	Full	Full	Full	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.

In case of group policies:

Cancellation of cover by Insured Beneficiary (Where Insured Beneficiary has paid the premium)

The Insured can cancel the insurance cover issued to him/her at any time during the Policy Period by giving notice in writing and if no claim has been made then the Company shall refund premium for the unexpired Policy Period, after retaining the premium, as per the table of Short Period rates. This refund is subject to Minimum Premium retention of Rs100 plus applicable taxes

Table of Short Period Rates: As per the table mentioned in this clause 10, right above.

No refund of premium shall be due on cancellation of Policy under any circumstances for those Beneficiaries who have reported/made claim under the Policy

Cancellation by the Group Administrator before the expiry of Master Policy/Certificate of Insurance (Applicable in all cases where the entire premium is borne and paid by the group administrator)

I. During the Period of Insurance of the Master Policy, the Group Administrator may cancel the Master Policy at any time by at least giving 15 days written notice to the Company.

II. The Certificates of Insurance may be cancelled by the Group Administrator as under:

A. If the Certificate of Insurance is cancelled by the group administrator prior to commencement of Beneficiary, the Company will refund, subject to retention of Rs100 plus applicable taxes towards administrative costs per Certificate of Insurance, the remaining premium amount.

B. The Certificate of Insurance may be cancelled by the group administrator within 7 months after the date of commencement of the Cover Period mentioned in the Certificate of Insurance, in which case the Company will refund the premium amount to the Group Administrator, after retaining premium, as per the Short Period scale / rates in respect of those Certificates of Insurance, in which no claims have been reported to the Company.

Table of Short Period Rates: As per the table mentioned in this clause 10 right above.

III. However no request from the Group Administrator for cancellation of any Certificate of Insurance shall be entertained after completion of 7 months from the date of commencement of the Cover Period.

C. No refund of premium shall be due on cancellation of Certificate of Insurance, if a claim has been made by the Insured Beneficiary.

D. For the avoidance of doubt, the Company shall remain liable for any claim that was made/reported prior to effective date of cancellation of the corresponding Certificate of Insurance.

Cancellation of policy by Group Administrator (where the insurance cover is optional, and the premium is borne by the Insured Beneficiary)

The policy may be cancelled by the Group Administrator by sending 15 days' notice to the insurer through registered letter at the Company's postal address mentioned below or over official email communication.

Effect of termination of policy by the Group Administrator:

From the effective date of cancellation or termination of this Policy at the instance of group administrator:

1. In respect of the Certificates of Insurance already issued, the Company shall remain obligated to indemnify the Insured Beneficiary, under & during the risk cover period of the respective Certificate of Insurance, for Claim(s), if any, as per the Terms and Conditions of the Policy, where such Claim is made before or after the date of cancellation or termination of this Policy, subject to the condition that before the date of cancellation or termination the respective Insured Beneficiary (Claimant) was enrolled under the Policy as per the provisions of the Policy, and the Claim, if any, is made against an insured event that has arisen during the risk cover period as specified in the Certificate of Insurance, subject however to all other applicable Terms and Conditions; and The group administrator would continue to be responsible for facilitating the claim for coverage provided prior to date of termination, to the full extent of the risk cover period provided to the Insured Beneficiary under Certificate of Insurance.

2. The Company shall not be obligated to indemnify the Insured Beneficiary for the Policy Period for amounts where such right to payment accrued after the date of cancellation or termination of this Policy if the Insured Beneficiary was enrolled by the group administrator after that date of termination or cancellation and

3. The Company and the group administrator shall remain liable under the terms and conditions of this Policy to fulfil the obligations that have accrued at the date of cancellation or termination of this Policy.

Cancellation of Group/Master Policy or Certificate of Insurance by the Company

1. The Group/Master Policy may be cancelled by the Company at any time before the expiry of the Policy Period of Group/Master Policy by giving at least 15 days written notice to the group administrator. Provided however if the Company cancels the Group/Master Policy even then the respective Certificate of Insurance/s issued to various Insured Beneficiaries shall be valid for the Covered Period, Unless the Certificate of Insurance is also cancelled by the Company.

2. The Certificate of Insurance may be cancelled by the Company at any time before the expiry of the Covered Period by giving at least 15 days written notice to the group administrator and Insured Beneficiary.

3. If the Certificate of Insurance may be cancelled by the Company prior to commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, the Company will refund 100% of the premium to the group administrator.

4. If the Certificate of Insurance is cancelled by the Company after the commencement of the Cover Period mentioned in the Certificate of Insurance issued to the Insured Beneficiary, the Company shall refund to the group administrator a pro-rata premium for the unexpired Cover period in respect of the Certificate of Insurance issued prior to the date of cancellation on which no claim has been made/reported.

5. No refund shall be made in respect of Certificates of Insurance cancelled by the Company on which claim has been made/reported by the Insured Beneficiary or a person on behalf of the Insured Beneficiary

6. For avoidance of doubt, the Company shall remain liable for any claim that was made prior to effective date on which the Certificate of Insurance is cancelled.

7. Under normal circumstances the policy shall not be cancelled by the company except on the ground of Fraud, mis-representation or non-disclosure of material facts or non-cooperation by the Insured Beneficiary. Provided however if Certificate of Insurance is cancelled due to Fraud, mis-representation or non-disclosure of material facts by the group administrator and Insured Beneficiary then the premium shall be forfeited and no refund of premium shall be made by the Company.

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) **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.

11) **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.

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

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 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 Bima Bharosa (an 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	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.