

FUTURE SAMPOORNA SURAKSHA POLICY WORDINGS

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This policy is issued to You based on Your proposal to Us and Your payment of the premium. This Policy records the agreement between Us and sets out the terms of insurance and the obligations of each party.

PART I: COVERAGE

If an insured event described in sections below occurs then the Company will make payment but only if:

1. The insured event arises or occurs during the Policy Period, and
2. Only up to the available or remaining Sum Insured or Limit of Indemnity (or any sub-limit) as stated in the Schedule.

SECTION 1: HOSPITAL CASH BENEFIT

1. In the event of Accidental Bodily Injury or Sickness first occurring or manifesting itself during the Policy Period and causing the Insured's Hospitalisation within the Policy Period, the Company will pay the Hospital Cash benefit for each continuous and completed period of 24 hours of Hospitalisation, subject to the time deductible of 24 hrs, necessitated solely by reason of the said Accidental Bodily Injury or Sickness, for a maximum of 30 days as per the schedule.

2. Special Exclusions

We will not pay for any expenses incurred by You in respect of claims arising out of or howsoever related to any of the following:

- (i) Benefits will not be available for Any condition, ailment or injury or related condition(s) for which You have been diagnosed, received medical treatment, had signs and/ or symptoms, prior to inception of Your first Policy, until 24 consecutive months have elapsed, after the date of inception of the first Policy with Us.

This Exclusion shall cease to apply if You have maintained the Policy with Us for a continuous period of a full 2 years, with out break from the date of Your first Health Insurance Policy with Us.

- (ii) Without derogation from the above point no. (1), any hospitalization undergone during the first annual Period during which You have the benefit of a Health Insurance Policy with Us in connection with cataracts, benign prostatic hypertrophy, hernia of all types, hydrocele, all types of sinuses, fistulae, hemorrhoids, fissure in anus, dysfunctional uterine bleeding, fibromyoma endometriosis, hysterectomy, all internal or external tumors/cysts/nodules/polyps of any kind including breast lumps (except malignant conditions), surgery for prolapsed inter vertebral disc unless arising from accident, surgery of varicose veins and varicose ulcers, any types of gastric or duodenal ulcers, stones in the urinary and biliary systems, surgery on ears/tonsils/adenoids, joint replacement surgery due to Degenerative condition unless such joint replacement surgery is necessitated by accidental Bodily Injury.

This exclusion Period shall apply for a continuous Period of two years from the date of Your first Health Policy with Us if the above referred illness were present at the time of commencement of the Policy and if You had declared such illness at the time of proposing the Policy for the first time

- (iii) Hospitalization undergone for any illness diagnosed or diagnosable within 30 days, of the commencement of the Policy Period except those incurred as a result of accidental Bodily Injury. This exclusion will cease to apply if this policy is a renewal of an existing Future Sampoorna Suraksha policy with us.

- (iv) Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of

Foreign Enemy, War like operations (whether war be declared or not).

- (v) Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.
- (vi) Vaccination (unless post bite) inoculation, cosmetic treatments (for change of life or cosmetic or aesthetic treatment of any description), plastic surgery other than as may be necessitated due to an accident or as a part of any illness, burns and cancer, refractive error corrective procedures, experimental, investigational or unproven procedures or treatments, devices and pharmacological regimens of any description.
- (vii) Dental treatment or surgery of any kind unless requiring hospitalisation as a result of Accidental Bodily injury
- (viii) The treatment of obesity (including morbid obesity) and other weight control programs.
- (ix) Expenses incurred towards treatment of illness/disease/condition arising out of alcohol use/ misuse or abuse of alcohol, substance or drugs (whether prescribed or not).
- (x) General debility, "Run-down" condition or rest cure, sexually transmitted disease, intentional self-injury.
- (xi) In vitro fertilization (IVF), voluntary medical termination of pregnancy; any treatment related to infertility and sterilization.
- (xii) Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of this, including caesarean section. However, this exclusion will not apply to abdominal operation for extra uterine pregnancy (Ectopic Pregnancy), which is proved by submission of Ultra Sonographic Report and Certification by Gynaecologist that it is a life threatening.
- (xiii) All expenses arising out of any condition directly or indirectly caused to or associated with Human T - Cell Lymph tropic Virus type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or Human 5 Immunodeficiency Virus or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- (xiv) Congenital external illness/disease/defect.
- (xv) Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- (xvi) Non-Allopathic Treatment.
- (xvii) Any treatment received in convalescent home, health hydro, nature care clinic or similar establishments.
- (xviii) Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.
- (xix) Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- (xx) Treatment for any mental illness or psychiatric illness.
- (xxi) Any treatment received out of India.



3. Special Conditions

(i) Claims Procedure

If You meet with any accidental Bodily Injury or suffer an Illness that may result in a claim, then as a condition precedent to Our liability, you must comply with the following:

- a) You or someone claiming on Your behalf must inform Us in writing immediately, and in any event within 48 hours of the aforesaid Illness or Bodily Injury. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
- b) You must take reasonable steps or measure to minimize the quantum of any claim that may be made under this Policy.
- c) You shall expeditiously provide the Company with any and all information and documentation in respect of the hospitalization. The claim and/ Our liability hereunder that may be requested, and the You shall submit Yourself for examination by the Company's medical advisors as often as may be considered necessary by Us. The cost of such medical examination will be borne by Us.
- d) You or someone claiming on Your behalf must promptly and in any event within 10 days of discharge from a Hospital give Us the documentation (written details of the quantum of any claim along with all copies of supporting documentation, including but not limited to first consultation letter, certified copies of vouchers, bills and receipts, birth/ death certificate (as applicable) and other information We ask for to investigate the claim or Our obligation to make payment for it.
- e) In the event of the death of the insured person, nominee claiming on his/ her behalf must inform Us in writing immediately and send Us a copy of the Death Certificate within 14 days from the date of death.
- f) Mandatory documents required to process claim. (You need to submit all documents in original and photocopy. The original documents would be returned to you post verification if requested by You)
 - i. Completely filled Future Sampoorna Suraksha Claim form
 - ii. Discharge certificate/ card from Hospital
 - iii. Final Hospital bill with receipt(certified copies)
- g) You will co- operate at all times in case of any additional documents required for the processing of the claim.

(ii) Basis of claims payment

- a) If You suffer a relapse within 45 days of the date when You last obtained medical treatment or consulted a Doctor and for which a claim has been made, then such relapse shall be deemed to be part of the same claim.
- b) We shall make payment in India in Indian Rupees only.
- c) The payment of claim under this Section will be based on the plan selected by You which is mentioned in the Schedule.
- d) The Company shall only make payment to the Insured or in the event of death or total incapacitation of the Insured to the Proposer/ Nominee. Any payment made in good faith by the Company as aforesaid shall operate as a complete and final discharge of the Company's liability to make payment under this Policy for such claim.

SECTION 2: PERSONAL ACCIDENT

1. This section provides world wide coverage for either:

- (i) the Insured's death within 12 months of having sustained Accidental Bodily Injury during the Policy Period; or
- (ii) the Insured's Permanent Total Disability within 12 months of having sustained Accidental Bodily Injury during the Policy Period.

If the Company accepts a claim under Clause 1. (i), then it will (in addition to the Sum Insured) also pay upto 2% of the Sum Insured or Rs.1,000/- (whichever is lower) towards the cost of transporting the Insured's remains from the place of death to a hospital, residence or cremation or burial ground

2. Special Conditions

- (i) If the Named Insured was suffering from any permanent disability before sustaining Accidental Bodily Injury, then the Company's payment shall be reduced by the extent of the pre-existing permanent disability as determined by the Company's medical advisors.
- (ii) The following are conditions precedent to the Company's liability:
 - a) The Insured shall immediately notify the Company of any and all changes during the Policy Period to the Insured's occupation or work undertaken as stated in the proposal.
 - b) In the event of any Accidental Bodily Injury that may give rise to a claim that the Named Insured shall:
 - i. immediately and without any delay, consult a Doctor and follow such advice and treatment that the Doctor might recommend;
 - ii. take every reasonable step and/or measure to minimise the consequences of the Bodily Injury;
 - iii. submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company at insurers' cost;
 - iv. In the event of the Named Insured's death, the Claimant shall give the Company written notice accompanied by a copy of the Death Certificate, post mortem report (if any) within 14 days regardless of whether any other notice might already have been given to the Company.
- (iii) The Company shall only make payment to the Insured or the Nominee and, in the event of the Insured's death, to his legal heirs, executor or validly appointed legal representative. Any such payment made in good faith by the Company as aforesaid shall operate as a complete and final discharge of the Company's liability to make payment for such claim.

3. Special Exclusions

The Company has no liability for and will not make any payment under this Cover for death or Permanent Total Disability caused by or arising from any of the following:

- (i) Suicide, attempted suicide or self inflicted injury or illness.
- (ii) The influence of liquor or drugs.
- (iii) Arising or resulting from the insured person committing any breach of law with criminal intent.
- (iv) Engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- (v) The participation as driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.

- (vi) Curative treatments or interventions that the Insured and/or the Named Insured performs or has had performed on his body.
- (vii) Pregnancy, resulting childbirth, miscarriage, abortion, or a complication arising out of any of the foregoing.
- (viii) 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 or under the order of any government or public authority
- (ix) Nuclear energy, radiation
- (x) Any existing disablement prior to the inception of the policy
- (xi) Venereal or sexually transmitted diseases, HIV (Human Immunodeficiency Virus) or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and / or mutant derivatives or variations however caused.

SECTION 3: BUILDING & CONTENTS

1. This section provides coverage for Insured's Buildings, Farmhouse and Contents in the Farmhouse on the same terms as if they were covered under the Company's Fire Policy (which is deemed to be incorporated into this Policy for the purposes of this Cover only) but the cover provided is:
 - (i) for the Policy Period only, and
 - (ii) is subject to the same terms, conditions, exclusions and warranties as the Company's Fire Policy in all respects.

SECTION 4: ROBBERY & BURGLARY

1. This section provides coverage for:
 - (i) loss or damage to the Building caused by actual or attempted Robbery or Burglary, and
 - (ii) loss or damage to Contents in the Farmhouse caused by actual or attempted Robbery or Burglary, and
 - (iii) The reasonable costs incurred in changing damaged locks at the entry or exit points to or within the Building or the Farmhouse following actual or attempted Robbery or Burglary.
2. Special Conditions

The Insured shall:

 - a) take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents and/or money lost;
 - b) 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.
3. Special Exclusions

The Company has no liability for and will not make any payment under this Cover:

- a) for Valuables except for those items, if any, specifically listed in the Schedule;
- b) if the Farmhouse has been unoccupied by the Insured and his Family for a continuous period of 35 days or a total of 60 days in any one Policy Period;
- c) for Cattle Livestock, Motor Vehicle, and Pedal Cycle.
- d) Deductible: 5% of SI Minimum Rs 500/- Maximum Rs 10,000/-for each claim.
- e) Where immediately Loss or Damage is not registered with Police.

- f) Theft.

Specific Definition: Motor Vehicle will mean as defined in Motor Vehicle Act 1988.

SECTION 5: FARM PRODUCE

1. Cover is provided for loss or damage to Farm Produce stored in a godown or other Building on the Farm caused by:
 - a) Accidental fire;
 - b) Lightning;
 - c) The explosion of gas in a domestic appliance;
 - d) Accidental impact damage;
 - e) Riot, strike or malicious damage.
2. Special Exclusions

The Company has no liability for and will not make any payment under this Cover for any loss or damage if Farm Produce (Solid or Liquid), which are easily ignitable/ fast burning (e.g. Grass, hay, oily and /or greasy waste, straw) and flammable stored in the aggregate in excess of 1% of the total value of the stock.

SECTION 6: AGRICULTURAL PUMP SET

1. Cover is provided for the following:
 - a) Loss or damage occasioned on the Farm to the Insured's centrifugal Pump Set (whether electrical or diesel) used solely for Farm Business if caused by:
 - i. Accidental fire;
 - ii. Lightning;
 - iii. Sudden and unexpected mechanical or electrical breakdown;
 - iv. Riot, strike or malicious damage.
 - b) If the Company accepts a claim under Clause (i) (1) & (2) 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.
2. Special Conditions
 - a) 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 at our Customer Service Cell as mentioned in the Schedule.
 - b) The Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
 - c) In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of the Sum Insured or actual whichever is lower subject to deduction of salvage value of burnt copper and deductible excess.

3. Special Exclusions

The Company has no liability for and will not make any payment under this Cover for:

- a) any fault or defect existing at the commencement date of this Policy whether or not known to the Insured or the Company;
- b) loss or damage for which the manufacturer or supplier of the set is responsible;
- c) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- d) any maintenance costs for the set or any replacement parts;

- e) The cost of rectifying functional failures unless due to an insured event under this Cover.

conditions of this Policy as if they were the Insured.

SECTION 7: CART PROTECTION & LIABILITY

1. This section provides coverage for following:

- a) Loss or damage caused to the Insured's Cart by Accident or the malicious act of a third party.
- b) If the Company accepts a claim under Clause 1)a), then We will pay maximum up to Rs.100/- per claim towards the cost of protecting and/or transporting the Cart to or from the closest repairer.
- c) The death or permanent total disability of any animal attached to the Cart when damaged by an Accident under Clause 1)a) as long as the death or permanent total disability:
 - i. is solely and directly caused by such event, and
 - ii. occurs at the time of such event or within 30 days of it, and
 - iii. is properly certified by a qualified veterinary practitioner.
- d) The death or permanent total disability of any authorised driver of the Cart occurring within 12 months of and caused solely on account of the driver accidentally sustaining Bodily Injury whilst mounting, dismounting from or driving the Cart.
- e) Any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury or death sustained during the Policy Period whilst such third party is mounting, dismounting from or travelling as a passenger on the Cart, or the loss of or damage caused to a third party passenger's property whilst being carried on the Cart.

2. Special Conditions

- a) In relation to Clause 1)c):
 - i. The humanitarian slaughter of an animal at the time of or within 30 days of the Accidental damage to the Cart and necessitated by the same shall be deemed to be death caused solely and directly by such event if the necessity for slaughter is properly certified by a qualified veterinary practitioner;
 - ii. the permanent total disability of an animal will be deemed to have occurred if a qualified veterinary practitioner properly certifies that at the time of or within 30 days of the Accidental damage to the Cart the injuries sustained by the animal rendered it permanently and totally incapable of pulling any cart or trailer;
 - iii. if any animal is injured in circumstances that may give rise to a claim the Insured shall, immediately and at his own expense, have the animal examined by a qualified veterinary practitioner and follow any course of treatment recommended;
 - iv. in the event of the death of an animal, the Insured shall give the Company at least 24-hours notice of his intention to dispose off the carcass and an opportunity to inspect the whole carcass before disposing of it.
- b) In relation to Clause 1)e), in the event of the Insured's death the Company shall, in respect of liability for Damages incurred by the Insured, indemnify his personal representatives provided that they comply fully with all the terms and

3. Special Exclusions

The Company has no liability for and will not make any payment under this Cover for the following:

- a) Any death, injury, loss, damage, liability or Damages arising out of or howsoever attributable to:
 - i. the use of any animal or Cart other than for Farm Business;
 - ii. the driver or any passenger of the Cart being under the influence of alcohol, drugs or hallucinogens;
 - iii. the driver or any passenger of the Cart committing or attempting to commit any criminal act.
- b) Additionally in relation to Clause 1)a):
 - i. loss or damage to any tyres or wheels, except that the Company shall pay 50% of the replacement cost of tyres if the Cart sustains damage covered under Clause 1) at the same time;
 - ii. wear, tear, mechanical failure or breakdown or loss due to depreciation.
- c) Additionally in relation to Clause 1)e), any claim in respect of, arising out of or howsoever attributable to:
 - i. property belonging to or in the custody or control of the Insured, any members of the Insured's family, household or persons engaged in or upon the service of the Insured;
 - ii. loading or unloading

SECTION 8: PEDAL CYCLE

1. This section provides Coverage for:

- a) the loss of or damage to a Pedal Cycle belonging to the Insured or any member of the Insured's Family caused by Accident or the malicious act of a third party, and
- b) any sum that the Insured is legally held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle.

2. Special Exclusion :

- a) Loss arising out of 'Theft'

3. Special Condition:

The Company has no liability for and will not make any payment under this Cover for loss or damage:

- a) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
- b) caused or liability sustained by mechanical breakdown or overloading or strain;
- c) to accessories by theft unless the Pedal Cycle itself is stolen at the same time; caused by or arising from any failure to secure the Pedal Cycle when left unattended.
- d) caused by or arising from any failure to secure the Pedal Cycle when left unattended.

PART II: 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 to the female wherever the context so permits:

1. Accident or Accidental means a sudden, unintended, fortuitous visible and external event.
2. Bodily Injury means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
3. Building means those buildings and structures listed in the Schedule (but not fencing, power poles and the overhead wiring between power poles) so long as they are owned by the Insured and used by the Insured for Farm Business.
4. Burglary means the unforeseen and unauthorised entry to or exit from the Buildings or the Farmhouse (with the intent to steal Contents from it) by a third party using aggressive and detectable means.
5. Cart means a non-mechanised and animal drawn cart as specified in the Schedule.
6. Contents means the items listed in the Schedule so long as they belong to the Insured and are contained in the Farmhouse.
7. Damages means monetary sums payable pursuant to judgments or awards and/or settlements negotiated by or on behalf of the Insured, but shall not include fines, penalties, punitive damages, exemplary damages, non-pecuniary relief, taxes, or any other amount for which the Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be or be deemed to be uninsurable under Indian law.
8. Deductible means the amount/ time stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.
9. Defence Costs means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a claim and shall include legal costs and disbursements.
10. Doctor means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
11. Employee means a person who is hired to provide services on a regular basis in exchange for compensation and who does not provide these services as part of an independent business. Employee may include family members or relatives.
12. Family means a unit comprising of husband, wife, dependant parents and a maximum of three children.
13. Farm Business means the type of farming business of the Farm as specified in the Schedule.
14. 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.
15. Farm Produce means food grown on the Farm intended for commercial sale in the course of the Farm Business, but does not include hay, growing plants, animals, birds, fish, oil or its derivatives, semen or embryos.
16. Farmhouse means the building on the Farm belonging to the Insured and in which he ordinarily resides, as described in the Schedule.
17. Hospital/Nursing Home means any institution in India established for indoor care and treatment of sickness and Injuries and which
 - a. Is properly licensed, and in areas where licensing facilities are unavailable, the institution must be one recognized in the locality as a Hospital, has at least 10 inpatient beds and must satisfy (b) to (d) below;
 - b. Is primarily engaged in providing diagnostic, medical and surgical facilities for care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders.
- c. Employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to the patients on 24 -hour basis;
- d. Maintains daily medical records for each of its patient
18. Hospitalisation means the Insured's admission into Hospital for a continuous period of not less than 24 hours.
19. Insured means the person/ persons or entity named in the Schedule.
20. 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 Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
21. Pedal Cycle means the pedal cycle described in the Schedule.
22. Period of Insurance means the period mentioned in the Policy Schedule.
23. Permanent Total Disability means the certification by a Doctor of the Insureds and/or Named Insured's total, continuous and permanent:
 - a. Loss of sight of both eyes;
 - b. Physical separation of or loss of ability to use both hands or both feet;
 - c. Physical separation of or loss of ability to use one hand and one foot;
 - d. Loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
24. Physician means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, and who is not related to the Insured or the Named Insured by blood or marriage.
25. 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.
26. Policy Period means the period between the commencement date and the expiry date shown in the Schedule.
27. Pre-existing Condition means any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed and / or received medical advice/ treatment, within 48 months prior to inception of Your first policy with Us.
28. Proposal means that portion of the Policy which sets out Your personal details, the type of insurance cover in force, the period and the sum insured.
29. Pump Sets means the pump sets specified in the Schedule.
30. Qualified Nurse means a person who holds a certificate of a recognized Nursing Council and who is employed on recommendation of the attending Medical Practitioner.
31. Robbery means the theft of Contents at the Farmhouse using unforeseen, aggressive and violent means against the Insured or persons engaged in or upon the service of the Insured.
32. Schedule means that portion of the Policy which sets out Your personal details, the type of insurance cover in force,

the period and the sum insured. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.

33. Sickness means a sickness or a disease which first manifests itself during the Policy Period and requires inpatient treatment in a Hospital by a Physician.
34. 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 Farmers Package Policy) for any one claim and in the aggregate for all claims made against the Insured during the Policy Period.
35. Tractor means the tractor described in the Schedule.
36. Valuables means:
- Gold or silver or any precious metals or articles made from the same;
 - Deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument.
 - Watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
37. We, Our, Us, Insurer means Future Generali India Insurance Company Limited.
38. You, Your, Yourself means the Insured person shown in the Schedule.

PART III: GENERAL EXCLUSIONS

These General Exclusions apply in addition to the Specific Exclusions stated under the individual Covers above. Unless specifically stated to be covered in any Cover, the Company has no liability for and will not make any payment under this Policy for any claim under any Cover caused by or arising from any of the following:

- The Insured's:
 - 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);
 - legal liability;
 - any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
- Liability more specifically insured elsewhere. (Not applicable to the benefit sections of the policy)
- Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
- Any claim in which the Insured, his servants, Family, household or persons engaged in or upon the service of the Insured and/ or are alleged to be involved.
- 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.
- Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
- War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorism or terrorist acts or activities 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.
- 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.
- Act of terrorism

PART IV: GENERAL CONDITIONS

1. Observance of terms and conditions

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. keep the Farmhouse and Buildings, other buildings, ways and other maintainable property in a good state of repair;
- f. comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
- g. 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;
- h. 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;
- i. not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
- j. properly maintain all appliances, plant, machinery and any equipment and 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 (48 hours in the case of a claim under Section 4- Robbery and Burglary) 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;
- e. in relation to any third party liability claim for which cover is available under this Policy:
 - i. not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection with it without the written consent of the Company;
 - ii. permit the Company to take over and conduct in the name of the Insured the defence and/or settlement of any such claim and to incur Defence Costs, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require; if the Company, in its sole and absolute discretion, chooses to exercise its right hereunder then the exercise of such right will not under any circumstances operate so as to modify or expand in any manner the Company's liability or obligations under this Policy beyond those that would have existed had the Company not exercised its right;

4. Basis of Claim Settlement

Without derogation from any Special Conditions applicable to a particular section 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.
- b. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured event.
- c. In the case of the death of any animal insured under this Policy, the Company will pay in the same proportion as the number of deceased animals compared to the total number of animals insured bears to the Sum Insured.
- d. 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:
- e. for buildings means the reconstruction cost of the building with a building of the same type and specification, inclusive of all ancillary costs;
- f. for other items means replacement with an equivalent item of the same kind and capacity;

- g. for animals means the cost of replacing the animals with animals of the same type, breed, age and health.
- h. If all items have not been insured and/or 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.
- i. in relation to any third party liability claim for which cover is available under this Policy:
- j. Defence Costs incurred by the Company by or on behalf of the Insured shall first reduce the Limit of Indemnity.
- k. All claims resulting from one and the same act, error or omission, or a series of acts errors or omissions arising out of the same cause or event, or caused by continuous or repeated exposure to substantially the same harmful conditions, shall jointly constitute one claim under this Policy and as having been made at the time when the first claim was made in writing.
- l. The Company will not settle any claim without the consent of the Insured, but if the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with the Company's prior written consent up to the date of such refusal.
- m. In respect of any claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured or any Insured under this Policy in respect of that claim.
- n. All amounts expended by the Company on its own behalf and on the Insured's behalf in the payment of any claim and/or in Defence Costs in the course of the investigation, defence and settlement of any Claim will reduce the Limit of Indemnity.
- o. 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. (Not applicable to Section I & II)
- p. 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. (Not applicable to Section I & II)
- q. The Company shall not be liable to make any payment for a claim made under any Cover 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.
- r. The Company's liability to make any payment under the Policy is in excess of the Deductible.

- s. 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. Renewal & Cancellation

- a. This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent renewal thereof. However We shall not be bound to give notice that such renewal premium is due. In case of renewal a grace period of 15 days is permissible and the Policy will be considered as continuous for the purpose of waiting periods. Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.
- b. The Company may at any time cancel the Policy on grounds of mis-representation, non-disclosure of material facts, fraud, non-cooperation by the insured by sending thirty days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/ pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.
- c. The policy may also be cancelled by the insured at any time by giving fifteen days' notice in writing to the Company and in such event the Company shall allow refund of premium at Company's short period premium calculation as given below provided no claim has occurred up to the date of cancellation:

Short Period Scale

Period on risk	Rate of premium refunded
Up to one month	75% of annual rate
Up to three months	50% of annual rate
Up to six months	25% of annual rate
Exceeding six months	Nil

- d. 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.

- e. Ordinarily renewals will not be refused/ cancellation will not be invoked by Us except on ground of fraud, moral hazard or misrepresentation.

7. Continuity (For Group policies)

- a. For Continuity under Section 1- Hospital Cash, benefit will be offered under our standard individual Hospital Cash policy which would be in force at that time if the group policy is not renewed or is discontinued.
- b. Any individual leaving the group on termination, resignation, etc would also be offered continuity under our standard individual Hospital Cash policy which would be in force at that particular time.

8. Notices

- a. Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule or the last known address.
- b. You must notify Us of any change in address.

9. Fraud

If You or any of Your family member make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited

10. Contribution (not applicable to the benefit sections)

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.

11. Subrogation (not applicable to the benefit sections)

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.

12. Dispute Resolution

- a. Any and all disputes or differences, which may arise under or in relation to this Policy, including its interpretation or 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.

13. Territorial Limits and Law

This Policy covers insured events/ benefits arising during the Policy Period within India (except for the Personal Accident Section). The Company's liability to make any payment under any Cover shall be to make payment within India and in Indian Rupees only.

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.

The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Schedule.

14. Grievances

In case You are aggrieved in any way, then You may contact Us at the specified address, during normal business hours.