

# **FARMER'S PACKAGE POLICY (RETAIL)**

## **Policy Wording**

## Policy Wording

In consideration of Your having paid the premium, We will indemnify You on the happening of any insured event, as mentioned under the item “**what we cover**” under each section, to the extent of loss suffered but not exceeding the sum insured and / or limit of liability stated in the schedule of the policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is evidence of the contract between You and Magma General Insurance Limited. The information furnished by You in the proposal form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

### DEFINITION OF WORDS

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our**: Magma General Insurance Limited.
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Endorsement**: It means any alteration made to the Policy which has been agreed to by Us in writing.
6. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
7. **Sum Insured**: It means the amount stated in each section of the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims under each section during the Policy period.
8. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
9. **Excess/Deductible** The amount stated in each section of the Policy, which shall be borne by you first in respect of each and every claim made under any section of this Policy. Our **liability** to make any payment under the **Policy** is in excess of the **Deductible**.

10. **Contents:** It means articles excluding money, jewellery and valuables, which are normally worn, used or carried by You or Your Family in every day life. Contents include Furniture, fixtures and fittings, clothing, household linen, crockery, electronic equipments, domestic appliances and other household goods and personal effects.

11. **Surrounding Structure** shall mean

a) Building of "Class A" construction used to locate

- (i) livestock, poultry, cattle-head
- (ii) pump-set, well-house
- (iii) farm tools, agricultural implements
- (iv) farm produce

b) Contents shall mean

- (i) Belongings of the Insured in his dwelling place;
- (ii) Belongings of the insured in surrounding structures, except to the extent specifically excluded;
- (iii) Food grains, saplings and other inherently non-combustible harvest farm inputs

Farm produce shall mean grains, seeds and other such types of commercial harvestable output from an agricultural process which is inherently non-combustible and is stored in a building

**12.Capital Sum Insured:** It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.

**13.Accident:** Sudden, unforeseen and unexpected event caused by external ,violent and visible means resulting in physical bodily injury.

14. **Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.

**15.Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.

**16.Temporary Total Disablement:** The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional

**17.Permanent Partial Disability:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.

**18.Accidental Death:** Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment

rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.

**19. Medical Expenses:** Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**20. Hospitalisation:** Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

## 12. BASIS of Claims Settlement:

UNLESS otherwise specifically stated under the respective section, the basis of settlement shall be as under:

- Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item to its state immediately prior to the happening of the insured event.
- In case of a total loss, we will pay you in respect of restoration or replacement costs. We 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.
- Unless otherwise expressly stated in particular section, if the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference and shall bear a rateable proportion of the loss or damage. Every item, if more than one, of the policy shall be separately subject to this condition.

### Coverage SECTION 1:

Fire and Allied Perils- Home including Surrounding Structures and Contents including Farm Produce

| WHAT WE COVER                                                                     | WHAT WE EXCLUDE                                               |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
| Loss or Damages directly caused to your property covered by insured perils listed | Loss, damage or destruction caused to the insured property by |

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| <p>hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> <li>1. Fire</li> <li>2. Lightning</li> <li>3. Explosion / Implosion.</li> <li>4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.</li> <li>5. Riot, Strike and Malicious Damage: - Visible physical Damage by external violent means directly caused to the property insured.</li> <li>6. Earthquake Fire &amp; Shock.</li> <li>7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.</li> <li>8. Impact Damage by any rail/road vehicle or animal by direct contact.</li> <li>9. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the whole or part of site on which the insured property stands or landslide/rockslide.</li> </ol> | <ol style="list-style-type: none"> <li>1. Pressure waves.</li> <li>2. <ol style="list-style-type: none"> <li>a. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.</li> <li>b. Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.</li> </ol> </li> <li>3. Vehicle/ pedal cycle/ livestock, poultry, cattle-head and the like belonging to or owned by You or Your Family.</li> <li>4. <ol style="list-style-type: none"> <li>a) Normal cracking, settlement or bedding of new structures (New structures means any building which is less than 5 years old)</li> <li>b) Settlement or movement of made up ground.</li> <li>c) Coastal or river erosion.</li> <li>d) Defective design or workmanship or use of defective material</li> <li>e) Demolition, construction, structural alteration or repair of any property or ground work or excavation.</li> <li>f) Repairs or alteration to Your Home.</li> <li>g) Repairs, removal or extension of the sprinkler installation.</li> </ol> </li> </ol> |
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| 10. Bursting and overflowing of water tank, apparatus and pipes. | h) Defects in construction known to You.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11 .Missile testing operations.                                  | 5. Pollution or contamination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 12. Leakage from automatic sprinkler installations.              | 6. Forest Fire.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 13. Bush Fire.                                                   | 7. Loss, destruction or damage caused to the insured property by <ul style="list-style-type: none"> <li>(i) Its own fermentation, natural heating or spontaneous combustion.</li> <li>(ii) It's undergoing any heating or drying process.</li> <li>(iii) Burning of property insured by order of any Public Authority.</li> </ul>                                                                                                                                                                                 |
|                                                                  | 8. Loss of or damage to articles of consumable nature                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                  | 9. Loss or damage to money, securities for Money and Valuables unless specifically stated in the pricing schedule.                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                  | 10. Loss or Damage to Bio-Gas Plants.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                                  | 11. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.                                                                                |
|                                                                  | 12. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                  | 13. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up. |
|                                                                  | 14. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii)                                                                                                                                                                                                                                                                                                                                                                                                            |

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|  | <p>Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.</p> <p>15. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.</p> <p>16. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.</p> <p>17. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, and Malicious Damage cover.</p> <p>18. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to, volcanic eruption or other convulsions of nature.</p> <p>19. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.</p> <p><b><u>Deductible:</u></b></p> <p>11. 5% of claims amount for Act of God Perils ( Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide ,earthquake subject to a minimum of Rs. 10,000/- .However the deductible is not applicable for loss or damage to items 1&amp; 2 of the schedule.[ Building &amp; household contents]</p> |
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**Optional Cover: Terrorism by paying additional premium as per pool rate.**

### SPECIAL CONDITION APPLICABLE TO SECTION 1:

If the property hereby insured shall at the breaking out of any fire or at the commencement of destruction or damage by any of the insured perils be collectively of greater value than the sum insured thereon, then you shall be considered as your own insurer for the difference and shall bear a rate able proportion of the loss accordingly.

## SECTION 2

### Burglary & Theft

#### Definitions:

1. **Burglary:** Burglary means the unforeseen and unauthorized entry to or exit from the insured premises by forcible and violent means with the intent to steal the contents there from
2. **Robbery:** Robbery means the theft of Contents at the insured premises using unforeseen, aggressive and violent means against Insured, his family members and/or his employees
3. **Theft:** "Theft" means the dishonest misappropriation of insured's property with the intention of permanently depriving the Insured of that.
4. **Dacoity:** Robbery committed by more than five persons.

| WHAT WE COVER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | WHAT WE EXCLUDE                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <p>Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</p> <ul style="list-style-type: none"> <li>• Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises arising out of Burglary</li> <li>• Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises e.g., armed hold up arising out of Dacoity.</li> </ul> | <ul style="list-style-type: none"> <li>• 5% of the claim amount subject to minimum of Rs 10,000/- for each and every loss.</li> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe, goods held in trust or commission unless specifically covered in the Schedule</li> </ul> |

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| <p>Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only</p> | <ul style="list-style-type: none"> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage.</li> <li>• Terrorism</li> <li>• Damage to glass and sign boards</li> <li>• Live stock</li> <li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li> <li>• Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means.</li> <li>• Unexplained disappearance of stocks /contents or shortage notice thereof while taking inventory.</li> <li>• War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.</li> </ul> <p>Any consequential loss or legal liability</p> |
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### Section 3

#### Agricultural Pump set (motors up to 25 HP)

| What We Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | What We exclude                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| <ul style="list-style-type: none"> <li>a) The electrical/mechanical pump set of the farmer used for agriculture purposes</li> <li>b) The coverage is against fire</li> <li>c) Lightning</li> <li>d) By Riot, Strike, Malicious Damages</li> <li>e) Earthquake</li> <li>f) Burglary and/or Theft whilst kept in a locked &amp; secured housing</li> <li>g) Any unforeseen, sudden &amp; accidental break down</li> <li>h) By flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;</li> <li>i) Mechanical &amp; Electrical Breakdown</li> </ul> | <ul style="list-style-type: none"> <li>a) <b><u>Deductibles:</u></b> The first 10% of each and every claim for mechanical / electrical breakdown subject to minimum of Rs.250/-</li> <li>b) Normal wear and tear, gradually developing defects, flaws, cracks, fractures or fatigue, gradual deterioration due to atmospheric conditions or otherwise, caused by normal use or exposure.</li> <li>c) Loss or damage resulting from over load experiments or tests</li> <li>d) Loss or damage caused by or arising out of the willful act or willful gross negligence of the Insured or his representative.</li> <li>e) Loss, damage and/or liability due to faults existing at the time of commencement of this insurance and known to the Insured or his representatives.</li> <li>f) Loss or damage for which the manufacturer or supplier of the Pump set is responsible either by law or under contract.</li> <li>g) Loss by reason of use of the Pump set or any other consequential loss of any nature whatsoever incurred or suffered by the Insured.</li> </ul> |

#### 1. A. BASIS OF CLAIM SETTLEMENT

- a) Where the loss or damage is capable of being repaired, then We shall pay
  - (i) Expenses necessarily incurred to restore the damaged machine to its former state of serviceability, subject to the limits stated in the table below.

| Centrifugal Pump set |            |              | Submersible Pump set |
|----------------------|------------|--------------|----------------------|
| CAPACITY (HP)        | Electrical | Diesel / Oil |                      |
| Up to 3.0            | Rs.600     | Rs.700       | Rs.1500              |
| 5.0                  | Rs.800     | Rs.800       | Rs.1500              |
| 7.5                  | Rs.1000    | Rs.1000      | Rs.2000              |
| 10.0                 | Rs.1300    | Rs.1300      | Rs.2500              |
| 15.0                 | Rs.1900    | Rs.1900      | Rs.3000              |
| 17.5                 | Rs.2000    | Rs.2000      | Rs.4000              |
| 20.0                 | Rs.2100    | Rs.2100      | Rs.4500              |
| 25.0                 | Rs.2400    | Rs.2400      | Rs.5000              |

(ii) Cost of dismantling, the cost of transportation to the repair shop and back to the Insured's premises and the cost of re-erection arising out of any damage to the pump set up to a maximum of 2% of the Sum Insured will also be borne by Us where the claim as per i) above is payable.

b) If the cost of the repairs exceeds the actual value of the Pump set insured immediately before the occurrence of the loss or damage, the settlement shall be made on the basis of total loss subject to

(i) Depreciation of 10% per year or part thereof of the erected value on the age of the Pump set. Maximum depreciation would be 50% of erected value of Pump set.

(ii) In case of submersible pump set our liability for total loss claims where pump set cannot be retrieved/ recovered is restricted to 50% of Sum Insured.

c) Except in case of total loss, We will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement have taken place as the case may be.

#### Section 4 Animal Driven Cart

| What We Cover | What We Exclude |
|---------------|-----------------|
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# MAGMA

General Insurance Limited

Farmer's Package Policy  
(Retail)

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| <p>I. Physical loss or damage to the cart and /or its accessories whilst thereon (mentioned in the schedule) caused by:</p> <ul style="list-style-type: none"> <li>(a) accidental external means,</li> <li>(b) Fire, external explosion, Lightning, Flood, Burglary, House breaking or Theft,</li> <li>(c) Riot &amp; Strike , Malicious act</li> </ul> <p>2 Value of the animals used for pulling the Cart in case of death following an accident to the insured cart, provided that the animal(s) are insured under the Policy</p> <p>3 In respect of Liability to Third party and passengers in the event of accident caused by or arising out of the use of the cart including while loading or unloading of goods including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:</p> <ul style="list-style-type: none"> <li>a. Death of or bodily injury to any person other than a person in the service of or acting in any capacity either for the Insured or for any sub-contractor of the Insured and</li> <li>b. Damage to property other than property belonging to the Insured or being carried in the cart or held in trust or in the control of the Insured or his employees or sub-contractors, where such damage is not recoverable under any other Policy of Insurance</li> </ul> <p>Provided that the sums payable in respect of any one accident shall not exceed Rs. 10,000/- or in respect of all</p> | <ul style="list-style-type: none"> <li>(a) loss of or damage to accessories by burglary, house breaking or theft unless the cart is also stolen at the same time<br/><b><u>Deductible:</u></b></li> <li>(b) First Rs. 100/- in respect of any loss or damage to the cart insured under this Policy.</li> <li>(c) Any accident, loss, damage and/or liability caused, sustained or incurred after any variation in or termination of the Insured's interest in the cart.</li> <li>(d) Any accident, loss, damage and/or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose.</li> <li>(e) We shall not be liable in respect of any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with typhoon, hurricane, storm, cyclone volcanic eruption or other convulsions of nature.</li> <li>(f) Whilst the Insured or any other person driving the cart with the consent of the Insured is under the influence of intoxicating liquor or drug.</li> <li>(g) In the event of any claims hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the We shall not be liable to make any payment in respect of such a claim.</li> <li>(h) Damage to hard or pneumatic rubber tyres whenever fitted unless the cart is damaged at the same time, when our liability shall be limited to Fifty percent (50%) towards the cost of replacement</li> </ul> |
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accidents in a year shall not exceed  
Rs.25, 000/-

## Section 5 Cattle and Livestock Insurance

| What We Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | What We Exclude                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <p>Death of the animal caused by one or more of the following events:</p> <ul style="list-style-type: none"> <li>Accidental external means or Fire Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest, Famine, Electrocution, Snake-bite, Wild life attack, Strangulation, Drowning in water bodies and Poisoning.</li> <li>Diseases contracted or occurring during the period of this policy</li> <li>Surgical Operations</li> <li>Riot &amp; Strike</li> </ul> <p><b>Add On Cover-:</b></p> <ul style="list-style-type: none"> <li>On payment of additional premium and subject to company agreeing for the same the policy may be extended to cover the risk of PTD, subject to the limit of liability of the company being restricted to as under:               <ol style="list-style-type: none"> <li>In case of draught animals, 70% of the sum insured.</li> </ol> </li> </ul> | <ul style="list-style-type: none"> <li>Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.</li> <li>Accidents occurring and/or Disease contracted prior to commencement of risk.</li> <li>Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on human consideration on the basis of certificate issued by qualified veterinary doctor or in cases where destruction is resorted to by the order of lawfully constituted authority.</li> <li>Theft or clandestine sale of the insured animal.</li> <li>War, Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection mutiny, tumult, military or usurped power or any consequences thereof or attempted threat.</li> <li>Any accident, loss destruction, damage or legal liability directly or</li> </ul> |



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| <p>ii) In case of milch animals, 50% of the sum insured.</p> <p>iii) For all other animals not mentioned under i &amp; ii above, 75% of the sum insured.</p> | <p>indirectly caused by or contributed to by arising from nuclear weapons.</p> <ul style="list-style-type: none"><li>• Consequential loss of whatsoever nature</li><li>• Transport by air and sea</li><li>• Transport by land by any means beyond 80 kilometers from the place of stabling and transport by foot beyond 25 kms..</li><li>• Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk.</li><li>• Death by Pleuropneumonia</li><li>• Partial disability of any type, whether permanent or temporary.</li><li>• Claims received without ear tags</li><li>• Adventurous sports like Bull Fighting/Bull Racing.</li><li>• Death or PTD caused by curative measures, radiation, infection, poisoning except these arising from accident.</li><li>• Diseases such as Rinderpest, Black Quarter, Hamorrhagic Septicaemia, Foot &amp; Mouth, Anthrax, Theileriasis etc., unless the animal(s) is / are vaccinated and necessary Veterinary Certificate is submitted to the Company prior to cattle</li></ul> |
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|  | contracting these diseases resulting in death. <ul style="list-style-type: none"> <li>• Calving related diseases.</li> <li>• First Rs 500/-</li> </ul> |
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### Special Conditions

- a) It is agreed and understood that the animal(s) insured under this Policy is/are sound and in perfect health and free from any injury or disease at the time of commencement of this Insurance or any renewal, addition or substitution thereof.
- b) You shall provide every insured animal (s) sufficient and proper food, water, shelter, immediate and adequate medical attention and supervision as and when necessary. You shall also keep secure all fences, yards, sheds and stabling, and shall at all times and to the best of your knowledge and ability use and exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of this condition being that each insured animal shall have the same care and attention as if it were not insured.
- c) In the event of illness or accident to the Insured animal(s), you shall at your own expense immediately obtain the services of a qualified Veterinary Surgeon and cause the animal to be properly treated.
- d) On the death of any animal(s) hereby insured. You shall give immediate notice thereof to us at the Office which has issued the Policy and shall give us an opportunity of inspecting the carcass until at least the expiration of twenty four hours after serving such notice.
- e) You shall also forthwith surrender the ear tag of the deceased animal and shall within fourteen days furnish to our satisfaction such information including, but not restricted to Veterinary Certificate and other documents, to establish the death, cause thereof, identity and value of the animal.
- f) In the event of loss of tag, due intimation should be given in writing to the Policy issuing office and retagging shall be done immediately after the loss of tag.
- g) No amount is recoverable under this Policy in respect of any claim unless ear tag of the animal in respect of which such claim is made has been surrendered to us.

## SECTION 6

### Personal Accident

#### 1 **Capital Sum Insured:**

It means the Monetary Amounts shown against insured person(s).

#### 2 **BODILY INJURY**

It shall mean accidental bodily injury solely and directly caused by external, violent and visible cause.

### 3 PERMANENT TOTAL DISABLEMENT

The bodily injury that totally prevents you from engaging in any kind of occupation

#### COVERAGE:-

| WHAT WE COVER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | WHAT WE EXCLUDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <p>Accidental bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only<br/>           B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability<br/>           C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</p> <p>We shall pay to the insured person or his/her legal personal representative / nominee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured..)</p> | <ol style="list-style-type: none"> <li>1. Natural Death</li> <li>2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>3. Any other payment after a claim under one of the benefits 1,2, 3 and 4 in Table of benefits has been admitted and becomes payable.</li> <li>4. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI</li> <li>5. Payment of compensation in respect of death or injury as a consequence of/resulting from               <ol style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under the influence of intoxicants like liquor and drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>e) Committing any breach of law with criminal intent.</li> <li>f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.</li> <li>g) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion</li> </ol> </li> </ol> |

|                                                                                   | shall include any self - sustaining process of nuclear fission.<br>h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.<br><br>6. Consequential loss of any kind and/or any legal liability<br>7. Pregnancy including child birth, miscarriage, abortion or complication arising there from.<br>8. Participation in any naval, military or air force operations.<br>9. Curative treatments or interventions<br>10. Venereal or sexually transmitted diseases.<br>11. HIV and or related illness |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TABLE OF BENEFITS                                                                 | PERCENTAGE OF CAPITAL SUM INSURED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1. Accidental Death                                                               | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2. Permanent Total Disability:                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| a) Loss of sight (both eyes)                                                      | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| b) Loss of two limbs                                                              | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| c) Loss of one limb and one eye                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| d) Permanent Total and absolute disablement as certified by Medical Practitioner. | 100                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3. Permanent Partial Disability                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| a) Loss of sight of one eye                                                       | 50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| b) Loss of one limb                                                               | 50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| c) Loss of toes-all                                                               | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| d) Great-both phalanges                                                           | 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| e) Great-one phalanx                                                              | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| f) Other than great, if more than one toe lost each                               | 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| g) Loss of hearing – both ears                                                    | 50                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



|                                               |    |
|-----------------------------------------------|----|
| h) Loss of hearing – one ear                  | 15 |
| i) Loss of Speech                             | 50 |
| j) Loss of four fingers and thumb of one hand | 40 |
| k) Loss of four fingers                       | 35 |
| f) Loss of thumb-both phalanges               | 25 |
| g) Loss of thumb-one phalanx                  | 10 |
|                                               |    |
| h) Loss of index finger                       |    |
| i) Three phalanges                            | 10 |
| ii) Two phalanges                             | 8  |
| iii) One phalanx                              | 4  |
|                                               |    |
| i) Loss of middle finger                      |    |
| i) Three phalanges                            | 6  |
| ii) Two phalanges                             | 4  |
| iii) One phalanx                              | 2  |
|                                               |    |
| j) Loss of ring finger                        |    |
| i) Three phalanges                            | 5  |
| ii) Two phalanges                             | 4  |
| iii) One phalanx                              | 2  |
|                                               |    |
| k) Loss of little finger                      |    |
| i) Three phalanges                            | 4  |
| ii) Two phalanges                             | 3  |
| iii) One phalanx                              | 2  |
|                                               |    |
| l) Loss of Metacarpals                        |    |

|                                                             |                                                             |
|-------------------------------------------------------------|-------------------------------------------------------------|
| i) First or second (additional)                             | 3                                                           |
| ii) Third, fourth or fifth (additional)                     | 2                                                           |
| m) Any other permanent partial disablement Practitioner     | % as assessed by Medical<br><br>appointed by us             |
| 4. Temporary Total disablement benefit at the rate per week | 1% of C.S.I or Rs5000 whichever is lower for 104 weeks max. |

### Section 7 Bio Gas Plant

| What We Cover                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | What We Exclude                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Loss or Damage to the Bio Gas Plant belonging to you, situated within the same land (in case of the plant being situated at any place other than the insured's farm/dwelling) which contains the Dwellings, subject to the limits specified in the Schedule arising out of :</p> <p>(a) Fire, Lightning<br/>(b) Explosion or Implosion.<br/>(c) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation<br/>(d) Subsidence and Landslide including Rockslide<br/>(e) Impact damages: Loss of or visible physical damage or destruction caused due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to you or your employees.</p> | <p><b><u>Deductible:</u></b></p> <p>a) Rs. 1000 or 5% of the sum insured whichever is higher of each and every loss.<br/>b) loss of or damage to articles of consumable nature<br/>c) destruction or damage caused to the insured property by<br/>(i) Its own fermentation, natural heating or spontaneous combustion.<br/>(ii) It's undergoing any heating or drying process.<br/>(iii) Loss or damage by fire or otherwise of property insured by order of any Public Authority.</p> |

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**Basis of Claims Settlement:**

The Basis of claims settlement will be same as that of Section 1.

**SECTION 8**

*Tractor Insurance*

*Including Trailer & Implements to be used for Agriculture Purposes*

| WHAT WE COVER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | WHAT WE EXCLUDE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Section I</p> <p>Loss or Damages directly caused to your vehicle and other accessories if covered by insured perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> <li>1. Fire, explosion, self ignition and/or lightning</li> <li>2. Burglary, housebreaking or theft</li> <li>3. Riot &amp; Strike</li> <li>4. Earthquake ( fire and shock damage)</li> <li>5. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, Hailstorm &amp; frost.</li> <li>6. Accidental external means</li> <li>7. Malicious act</li> <li>8. Terrorist activity</li> <li>9. whilst in transit by road, rail, inland waterway lift, elevator or Air</li> <li>10. landslide rockslide</li> </ol> <p>Section II-</p> | <ol style="list-style-type: none"> <li>1. Any claim arising out of contractual liability.</li> <li>2. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is             <ol style="list-style-type: none"> <li>a) Being used otherwise than in accordance with the Limitation as to use or</li> <li>b) being driven by or is for the purpose of being by him/her in the charge of any person other than a Driver as stated in the Driver's clause</li> </ol> </li> <li>3. Any accidental loss or damage or liability directly or indirectly caused by or contributed by or arising from nuclear weapons / material</li> <li>4. We shall not be liable for each and every claim under Section –I (loss of or damage to the Vehicle insured) of this policy in respect of the deductible stated in the schedule.</li> </ol> |

|                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>I (i) Death of or bodily injury -- Such amount as is necessary to meet the requirements of the Motor Vehicle Act 1988</p> <p>I (ii) Damage to Third Party Property--- Rs.7.5 lakhs/- unless restricted cover is opted by you.</p> | <p>5 We shall not be liable to make any payment in respect of :</p> <p>a) consequential loss, depreciation, wear and tear ,mechanical or electrical breakdown failures or breakages</p> <p>c) Damages to Tyres &amp; Tubes unless the vehicle insured is damaged at the same time in which case the liability of the We shall be limited to 50% of the cost of replacement</p> <p>d) Loss of or damage to accessories by burglary ,housebreaking or theft unless the vehicle is stolen at the same time ,and</p> <p>e) Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.</p> <p>f) <b><u>Deductible:</u></b><br/>0.5% of IDV of the vehicle subject to a minimum of Rs.2000/- in case of own damage section of the policy.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## GENERAL CONDITIONS

### 1. Notice:

Every notice and communication to Us required by this policy shall be in writing. Initial notification can be made by telephone.

### 2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.

### **3. Mis-description:**

This Policy shall be void and premium paid shall be forfeited to Us in the event of mis-representation, mis-description or non-disclosure of any materials facts by the insured.

### **4. Geographical Limits:**

The Geographical Limit of this Policy and jurisdiction shall be India except for Section -Personal Accident, where Geographical Limit will be worldwide and Cattle & Livestock section, where geographical limit is 80kms from the place of stable and travel by foot upto 25 kms. All claims under this policy shall be settled in Indian Rupees only.

### **5. Claims Procedure:**

**A)** In the event of any circumstances likely to give rise to a claim you must:

(a) tell us as soon as reasonably possible, but in any event within 14 days of the date the incident occurred.

(b) Tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, violent disorder, civil commotion, strike or labour disturbance, and keep a note of any reference number given to you.

(c) Immediately send to us without acknowledging it, any writ, summons or any other communication which suggests that a claim will be made against you or a member of your family.

(d) Take all reasonable steps to recover any property which has been lost.

(e) when asked, you must at all times provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require (including written estimates and proof of ownership or value).

**B)** The documents required to be submitted in the event of a claim are:

1. Duly completed Claim form
2. Fire Brigade Report (in case of loss or damage by Fire)
3. First Information report & Non-traceable certificate (in case of theft and burglary)

6. Meteorological report ( incase of loss or damage by Flood, Storm etc)
7. Estimate for repairs/replacement
8. Invoice/ Bills/Receipts
9. F.R. where ever applicable.
10. Any other documents as required by the insurer

## **6. Cancellation**

This policy may be terminated by You at any time by giving Us notice in writing. If You cancel the policy, We will:

- a) Refund the proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- b) Refund the premium for the unexpired policy period, if the term of the policy is more than one year and the risk coverage for such policy years has not commenced.

We can cancel this policy during the policy period by giving notice of minimum 7 days to You only on the grounds of established fraud committed by You.

## **7. FRAUD**

All benefit under this Policy shall be forfeited and the policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

## **8. CONTRIBUTION:**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, then We shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

## **9. RIGHTS AND RESPONSIBILITIES:**

On the happening of loss or damage to any of the property insured by this policy, We may

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the We shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with Our requirements or shall hinder or obstruct Us, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the We whether taken possession of by the We or not.

#### **10. SUBROGATION:**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the We shall be or would become entitled or subrogated, upon its 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 his indemnification by Us.

#### **11. ARBITRATION**

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – “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.”

#### **14. DISCLAIMER CLAUSE**

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

#### **15. SALVAGE :**

Salvage is the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.

### **GENERAL EXCLUSIONS**

#### **1) Loss of or Damage arising from terrorism which results in:**

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority
- Permanent or temporary dispossession of any building or plant or unit of 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
- 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 action taken in respect of an act of Terrorism
- Loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with an action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism. If the insured alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this insurance the burden proving the contrary shall be upon the insured

The limit of coverage under this Endorsement shall not exceed the Sum Insured stated in the Policy schedule. The coverage shall also be subject to an excess of 0.50% of the total sum insured subject to a minimum of Rs 25,000/ for each and every loss.

#### **2) Radioactive contamination:**

Any loss, damage or legal liability directly or indirectly caused by:

(a) Ionizing radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or

(b) The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

### **3) War Risks:**

1) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.