

FARMER'S PACKAGE POLICY (RETAIL)

Prospectus

Farmer's Package Policy (Retail)

Farmer's Package Policy is designed to take care of the insuring needs of a Farmer. It covers both the personal assets of the farmer like the dwelling & its contents both against Fire & Theft and also the assets which help him in earning his livelihood. Such assets include items such as Cattle, Pump Set [Electric/Diesel], Animal Driven Cart, Bio gas Plant and also his tractor, Trolley and other Agricultural Equipments. Such coverage is both for the damage to the Vehicle as well as any Third Party Liability which may be brought on him while using the vehicle in Public Place. The policy also provides protection to the farmer and/or his legal heir in case of the accidental death or Permanent Disablement to the insured.

What does this Policy cover?

The Farmer's package policy as the name suggests is a package/combination of the following policies. The coverage and the main exclusions of the each sections are enumerated as below

- 1) Section I- Fire & Allied Perils.
- 2) Section II—Burglary and Theft
- 3) Section III-Agriculture Pump Set (Motors upto 25 HP)
- 4) Section IV-Animal Driven Cart
- 5) Section V-Cattle & Livestock
- 6) Section VI-Personal Accident
- 7) Section VII-Bio Gas Plant
- 8) Section VIII- Tractor Insurance (including Trailer & Implements used for Agriculture Purposes)

Sections I,II & VIII are compulsory sections.

Section wise coverages & key exclusions:

Section 1-Fire & Allied Perils

This section is designed to cover the following assets of the farmer;

- a) Dwelling
- b) House hold contents
- c) The farm produce lying whilst lying and/or kept in the dwelling /silos or in the fields in open during the harvesting season.

The above assets are covered against the following perils

1. Fire
2. Lightning
3. Explosion / Implosion.

4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.
5. Riot, Strike and Malicious Damage:- Visible physical Damage by external violent means directly caused to the property insured.
6. Earthquake—Fire & Shock.
7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
8. Impact Damage by any rail/road vehicle or animal by direct contact.
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,
10. Bursting and overflowing of water tank, apparatus and pipes.
11. Missile testing operations.
12. Leakage from automatic sprinkler installations.
13. Bush Fire.

Exclusions:

Loss, damage or destruction caused to the insured property by

1. Pressure waves.
2.
 - 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.
 - 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.
3. Vehicle/ pedal cycle/ livestock, poultry, cattle-head and the like belonging to or owned by You or Your Family.
4.
 - a. Normal cracking, settlement or bedding of new structures (New structures means any building which is less than 5 years old)
 - b. Settlement or movement of made up ground.
 - c. Coastal or river erosion.
 - d. Defective design or workmanship or use of defective material
 - e. Demolition, construction, structural alteration or repair of any property or ground work or excavation.
 - f. Repairs or alteration to Your Home.
 - g. Repairs, removal or extension of the sprinkler installation.

- h. Defects in construction known to You.
5. Pollution or contamination.
6. Forest Fire.
7. Loss, destruction or damage caused to the insured property by
 - (i) Its own fermentation, natural heating or spontaneous combustion.
 - (ii) It's undergoing any heating or drying process.
 - (iii) Burning of property insured by order of any Public Authority.
8. Loss of or damage to articles of consumable nature
9. Loss or damage to money, securities for Money and Valuables
10. Loss or Damage to Bio-Gas Plants.

Additional Cover:**Terrorism as per Indian Terrorism Pool.**

Terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purpose, including the intention to influence any government and/or to put the public or any section of the public in fear.

Section II: Burglary & Theft:

This section is designed to cover

Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:

- Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises arising out of Burglary
 - 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.
- Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exit from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only

EXCLUSIONS:

- 5% of the claim amount subject to minimum of Rs 10,000/- for each and every loss.
- 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

- Valuables and cash in safe, goods held in trust or commission unless specifically covered in the Schedule
- Loss or damage of motor vehicles, trailers unless shown in the schedule
- 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
- Loss or damage resulting from an act of Riot, Strike, Malicious Damage.
- Terrorism
- Damage to glass and sign boards
- Live stock
- 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.
- 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.
- Unexplained disappearance of stocks /contents or shortage notice thereof while taking inventory.
- War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.
- Any consequential loss or legal liability

Section III : AGRICULTURE PUMP SET(Motors UpTo 25 H.P.):

This section is designed to cover the electrical/mechanical pump set of the farmer used for agriculture purposes up to 25 HP only. The coverage is against

- a) Fire
- b) Lightning
- c) By Riot, Strike, Malicious Damages
- d) Earthquake
- e) Burglary and/or Theft whilst kept in a locked & secured housing
- f) Any unforeseen, sudden & accidental break down
- g) By flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
- h) Mechanical & Electrical Breakdown

Exclusions:

- a) The first 10% of each and every claim for mechanical / electrical breakdown subject to minimum of Rs.250/-
- 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.
- c) Loss or damage resulting from over load experiments or tests
- d) Loss or damage caused by or arising out of the willful act or willful gross negligence of the Insured or his representative.
- 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.
- f) Loss or damage for which the manufacturer or supplier of the Pump set is responsible either by law or under contract.
- 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.

Section IV: ANIMAL DRIVEN CART:

This cover is designed to cover:

I. Physical loss or damage to the cart and /or its accessories whilst thereon (mentioned in the schedule) caused by:

- (a) accidental external means,
- (b) Fire, external explosion, Lightning, Flood, Burglary, House breaking or Theft,
- (c) Riot & Strike , Malicious act

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

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:

- 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
- 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

Provided that the sums payable in respect of any one accident shall not exceed Rs. 10,000/- or in respect of all accidents in a year shall not exceed Rs.25, 000/-

EXCLUSIONS:

- (a) loss of or damage to accessories by burglary, house breaking or theft unless the cart is also stolen at the same time.
- (b) First Rs. 100/- in respect of any loss or damage to the cart insured under this Policy.
- (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.
- (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.
- (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 volcanic eruption or other convulsions of nature.
- (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.
- (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.
- (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

Section V: CATTLE & LIVESTOCK INSURANCE:

This section is designed to cover:

The loss of life of any animal owned by the insured and covered under the policy whilst within the geographical area specified in the Schedule by

- 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.
- Diseases contracted or occurring during the period of this policy
- Surgical Operations
- Riot & Strike

Additional Cover: 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:

- i) In case of draught animals, 70% of the sum insured.
- ii) In case of milch animals, 50% of the sum insured.
- iii) For all other animals not mentioned under i & ii above, 75% of the sum insured.

Cattle & Live Stock: The word Cattle for the purpose of this policy means

- i) Milch Cows and Buffaloes
- ii) Calves/Heifers
- iii) Stud Bulls
- iv) Bullocks [Castrated Bulls] and Castrated Male Buffaloes,
- v) Livestock means any animal mentioned in the schedule, whether indigenous, exotic or cross-breed.

Note:-

- a) Exotic animal means an animal, whose both parents, are of foreign breed. This includes animals born in India as well as those born abroad.
- b) Cross-breed animal means an animal, one of whose parents is of foreign breed.

EXCLUSIONS:

- Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.
- Accidents occurring and/or Disease contracted prior to commencement of risk.
- 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 veterinarian or in cases where destruction is resorted to by the order of lawfully constituted authority.
- Theft or clandestine sale of the insured animal.
- 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.
- Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.
- Consequential loss of whatsoever nature
- Transport by air and sea
- Transport by land by any means beyond 80 kilometers from the place of stabling and transport by foot beyond 25 kms..
- Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk.

- Death by Pleuropneumonia
- Partial disability of any type, whether permanent or temporary.
- Claims received without ear tags
- Adventurous sports like Bull Fighting/Bull Racing.
- Death or PTD caused by curative measures, radiation, infection, poisoning except these arising from accident.
- Diseases such as Rinderpest, Black Quarter, Hamorrhagic Septicaemia, Foot & Mouth, Anthrax, Theileriasis etc., unless the animal(s) is / are vaccinated and necessary Veterinary Certificate is submitted to the Company prior to cattle contracting these diseases resulting in death.
- Calving related diseases.
- First Rs 500/-

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 VI. PERSONAL ACCIDENT

The Policy provides protection to the family against the unfortunate accidental death and /or permanent disablement of the insured person.

Benefit Options :

Following benefits are available to the Insured:

- A) Basic Cover—Death only

- B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability
 C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability

Limit of Liability:

The liability of the company in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured per Insured person as mentioned in the Schedule.

In respect of Accidental Benefits section, the liability shall depend on the extend disability and will be guided by the following Table of Benefits:

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
l) Loss of thumb-both phalanges	25
m) Loss of thumb-one phalanx	10
n) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
a) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
p) Loss of ring finger	
i) Three phalanges	5
	4
ii) Two phalanges	2
iii) One phalanx	
q) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
r) Loss of Metacarpals	
i) First or second (additional)	3
	2

ii) Third, fourth or fifth (additional)	
s) Any other permanent partial disablement	% as assessed by Medical Practitioner 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.
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EXCLUSION :

We will not pay for

1. Natural Death
2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.
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.
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
5. Payment of compensation in respect of death or injury as a consequence of/resulting from
 - a. Committing or attempting suicide, intentional self-injury.
 - b. Whilst under the influence of intoxicants like liquor and drugs.
 - c. Drug addiction or alcoholism.
 - d. Whilst engaged in any adventurous sports and/or hazardous activities.
 - e. Committing any breach of law with criminal intent.
 - 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.
 - 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 shall include any self - sustaining process of nuclear fission.
 - h. The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
6. Consequential loss of any kind and/or any legal liability
7. Pregnancy including child birth, miscarriage, abortion or complication arising there from.
8. Participation in any naval, military or air force operations.
9. Curative treatments or interventions
10. Venereal or sexually transmitted diseases.
11. HIV and or related illness

Age Limit :

Minimum: 18 years for adult and 5 years for children

Maximum: 65 years for adult and 23 years for children

Section VII. BIO GAS PLANT.

The section is designed to cover :

Loss or Damage to the Bio Gas Plant belonging to you, situated within the same land which contains the Dwellings, subject to the limits specified in the Schedule arising out of

- (a) Fire, Lightning
- (b) Explosion or Implosion.
- (c) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- (d) Earthquake (Fire and Shock), Subsidence and Landslide including Rockslide
- (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.

Exclusions:

- a) Rs. 1000 or 5% of the sum insured whichever is higher of each and every loss.
- b) loss of or damage to articles of consumable nature
- c) destruction or damage caused to the insured property by
 - (i) Its own fermentation, natural heating or spontaneous combustion.
 - (ii) It's undergoing any heating or drying process.
 - (iii) Loss or damage by fire or otherwise of property insured by order of any Public Authority.

Section VIII: Tractor Insurance Including Trailer & Implements to be used for Agriculture Purposes:

This section is designed to cover

Section I

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.

1. Fire, explosion, self ignition and/or lightning
2. Burglary, housebreaking or theft
3. Riot & Strike
4. Earthquake (Fire and Shock damage)
5. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, Hailstorm & frost.

6. Accidental external means
7. Malicious act
8. Terrorist activity
9. Whilst in transit by road, rail, inland waterway lift, elevator or Air
10. Landslide rockslide

Section II-

I(i) Death of or bodily injury -- Such amount as is necessary to meet the requirements of the Motor Vehicle Act 1988

I(ii) Damage to Third Party Property---Rs.7.5 lacs/- unless restricted cover is opted by you.

Exclusions:

1. Any claim arising out of contractual liability.
2. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - a) Being used otherwise than in accordance with the Limitation as to use or
 - 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
3. Any accidental loss or damage or liability directly or indirectly caused by or contributed by or arising from nuclear weapons / material
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.
- 5 We shall not be liable to make any payment in respect of :
 - a) consequential loss, depreciation, wear and tear ,mechanical or electrical breakdown failures or breakages
 - b) Damages to Tyres & Tubes unless the vehicle insured is damaged at the same time in which case the liability shall be limited to 50% of the cost of replacement
 - c) Loss of or damage to accessories by burglary ,housebreaking or theft unless the vehicle is stolen at the same time ,and
 - d) 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.

Basis of Settlement :

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

a. 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.

b. 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.

c. 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

Documents required for settlement of claims:

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)
4. Meteorological report (in case of loss or damage by Flood, Storm etc)
5. Estimate for repairs/replacement
6. Invoice/ Bills/Receipts
7. F.R. wherever applicable.
8. Any other documents as required by the insurer

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.

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.

Grievance Redressal:

Magma General Insurance Limited shall abide by Insurance Regulatory and Development Authority (Protection of Policyholder's Interests) Regulations 2002. Under this regulation and with an objective to provide a forum to personal lines policyholders for resolution of claims related complaints, Insurance ombudsman has been constituted under the aegis of Governing Body of the Insurance Council.

The details furnished above constitute only the major terms and conditions. For complete details, please refer to our Policy document.