



**MIP-19 : FARMER'S PACKAGE SUKSHMA BIMA POLICY**  
**UIN No.NIA-OM-P15-44-V01-14-15**

(Attached to & forming Part of Policy No. \_\_\_\_\_)

WHEREAS the insured named in the Schedule in the scheme hereto has made to New India Assurance Company Limited (hereinafter called 'the Company') a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein

The company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the insured shall sustain LOSS or DAMAGE or INCUR LIABILITY or the insured or the insured's family named in the schedule shall sustain BODILY INJURY by accident at any time during the period of insurance stated herein or any subsequent period in respect of which the insured shall have paid or agreed to pay and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the company will pay to the insured the value, at the time of happening of such loss, of property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein but exceeding in anyone period of insurance in respect of each of the several items specified herein the sum set opposite respectively,

**GENERAL CONDITIONS**

1. **Notice:-** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
2. **Mis-description:-** This policy shall be forfeited to the Company in the event of misrepresentation, mis-description or non disclosure of any material particular.
3. **Reasonable Care:-** The insured shall take all reasonable to safeguard the property insured against any loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
4. **Cancellations:-** The Company may at anytime by Seven days notice in writing cancel this policy, in which case the Company shall return to the insured a portion of the last premium corresponding to the unexpired period of insurance. This policy may also be terminated at any time at the request of the insured in which case the Company will retain the premium for the period this policy has been in force at the short period scale of rates us per Fire Tariff.
5. **Claims Procedure:-**
  - (i) The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:-
    - a) In the event of theft lodge forthwith complaint with the Policy and take all practicable steps to apprehend the guilty person or persons and to recover the



property lost.

- b) Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expenses detailed particulars of the amount of the loss or damage together with such explanations and evidence and evidence to substantiate the claim as the Company may reasonably require.
- (ii) If the insured or any member of the insured's family named in the schedule shall sustain any bodily injury requiring treatment at any clinic. Nursing Home or Hospital in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to Company as soon as possible but in any event within fourteen days of the date of injury if the insured or member of the insured's family comprising the insured's spouse and children shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the company shall be furnished at the expense of the insured or his legal representatives and shall be in such form and of such nature as the company may prescribe. The insured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment, failing which the Company will not be liable for any consequence thereof.
- (iii) The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information or any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The insured shall not incur any expenses in making good any claim without the written consent of the company and shall negotiate pay, admit or repudiate any claim without such consent.
6. **Contribution:-** In the event of any loss, damage, liability or expenses covered by this policy there shall be any other insurance covering the same loss, damage liability or expenses whether effected by the insured or not, this policy shall pay only a much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance subject always to the limitations of this policy.
7. **Fraud:-** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy then all the benefits under the policy shall be forfeited.
8. **Indemnity:-** The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the company shall not be bound to reinstate exact or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expand more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than the Sum insured by the Company thereon.



9. **Average:-** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum insured thereon then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
10. **Arbitration:-** If any difference shall arise as the quantum to be paid under this policy, (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of two disinterested persons as arbitrators or whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided. If the Company has disputed or not accepted liability or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. **Observation of Terms and Conditions:-** The due observance and fulfillment of the terms, conditions, endorsements of this Policy in so far as they relate to anything to be done or complied by the insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

### GENERAL EXCEPTIONS

The Company shall not be liable in respect of:-

1. Loss, Damage, Liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, military or usurped power or civil commotion or loot of pillage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.



3. Consequential loss or any kind or description.
4. (a) Loss or damage directly or indirectly caused by or arising from or in consequence of or indirectly contributed to by nuclear weapons material.
- (b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributions by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 4 (b) only combustion shall include any self-sustaining process of nuclear fission.

### **SECTION – I : BUILDING AND CONTENTS (Excluding Jewellery and Valuables)**

The Company will indemnify the insured in respect of loss or damage to the Contents/Building whilst contained in the insured premises by:-

- (a) Fire, Lightning, Explosion of gas in domestic appliances.
- (b) Fire, bursting and overflowing of water tanks, apparatus or pipes
- (c) Aircraft or articles dropped therefrom
- (d) Riot, Strike or Malicious Act
- (e) Earthquake, Fire and/or Shock, Subsidence and Landslide (including Rock slide) damages,
- (f) Flood, Inundation, Storm, Tempest, Typhoon, Tornado or Cyclone
- (g) Impact damage

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:-

- (a) Loss or damage by Burglary and/or housebreaking or theft where any member of the insured's family is concerned as principal or accessory.
- (b) Loss or damage to articles of consumable nature.
- (c) Loss or damage to money, securities, stamps collections, bullion, livestock, motor vehicles and pedal cycles,
- (d) Loss or damage to deeds, bonds, bills of exchanges, promissory notes, shares and stock certificates, business books manuscripts, documents of any kind, unset precious stones and jewellery and valuables, unless specifically declared.



## **SPECIAL CONDITIONS**

1. No one article other than furniture is deemed to be more than 5% of the Sum insured under this Section unless separately specified and value stated.
2. **Condition of Average** :- If the property hereby insured at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly, provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.

## **SECTION - II BURGLARY, HOUSEBREAKING AND THEFT (Excluding Money and Valuables)**

The Company will indemnify the insured in respect of loss or damage to the contents whilst contained in the insured premises by Burglary, housebreaking and theft, upon forcible entry excluding Larceny.

### **SPECIAL EXCEPTIONS:**

The Company shall not be liable in respect of:-

- (i) Loss or damage by Burglary and/or Housebreaking or theft where any member of the insured's family is concerned as principal or accessory.
- (ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) Loss of or damage to money, Securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables unless specifically declared,

## **SECTION - III : ALL RISKS (JEWELLERY AND VALUABLES)**

The Company will indemnify for any number of the family in respect of loss of or damage to jewellery and Valuables caused by Accident or Misfortune whilst anywhere in India, Provided that the liability of the Company in respect of anyone item in one period of insurance will not exceed the sum insured set against such item in the Scheduled hereto and not exceeding in the aggregate the total sum insured hereby. Provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of service ability not exceeding the sum insured in respect of such item.

It is expressly declared and agreed that the condition of average in so far as this Section is concerned is deemed deleted.



### **EXTENSION**

The insurance by this policy applied to jewellery and valuables in so far as such property is not otherwise insured whilst temporarily removed and during transit anywhere in India to other premises used for temporary residence by the insured or any member of the insured's family permanently residing with him during any period or periods not exceeding in the aggregate one Hundred and Twenty - 120) days in anyone period of insurance provided that the liability of the Company in respect of property so removed shall not exceed one fifth of the total sum insured under this section.

### **SPECIAL EXCEPTIONS**

The Company shall not be liable in respect of:-

- (i) Loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles or brittle or fragile nature unless such loss or damage from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed.
- ii) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- (iii) Loss or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets radio, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage or electricity from whatever cause (lightning included).
- (iv) Loss or damage caused by mechanical derangement or over winding of watches and clocks.
- (v) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (vi) Loss or damage whilst being conveyed by carrier under contract of affreightment.

### **SPECIAL CONDITIONS:**

- (i) Whether any item insured hereunder consists of articles in pair or set the company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair of set not more than a proportionate part of the insured value of the pair or set.

### **SECTION – IV : AGRICULTURE TRACTOR**

Subject to Motor Policy Commercial Vehicles terms, exceptions, and condition contained therein and expressed hereon.



## SECTION – I : LOSS OR DAMAGE

1. The Company will indemnify the insured against loss of or damage to the Motor Vehicle and/or its accessories whilst thereon
  - (a) By Fire, Explosion, Self-ignition or Lightning
  - (b) By Burglary, Housebreaking or Theft;
  - (c) By Riot and Strike;
  - (d) By Earthquake (Fire and Shock Damage);
  - (e) By Flood, Typhoon, Tempest, Hurricane, Storm, Inundation, Cyclone, Hailstorm, Frost;
  - (f) By accidental, external means;
  - (g) By Malicious act:
  - (h) By terrorism
  - (i) Whilst in transit by road, rail, inland waterway, lift, elevator or rail.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

1. For all rubber, nylon, plastic parts, tyres and Battery 50%
2. For all parts made of glass Nil
3. For all other parts

<b>Age of Vehicle</b>	<b>% of Depreciation</b>
Up to 6 months	Nil
Between 6 months and 1 year	5%
Between 1 year and 2 years	10%
Between 2 years and 3 years	15%
Between 3 years and 4 years	25%
Between 4 years and 5 years	35%
Between 5 years and 10 years	40%
Over 10 years	50%

2. The Company 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 nor for damage caused by overloading or strain of the Motor Vehicle nor for loss or damage to accessories by burglary, housebreaking or theft unless such Motor Vehicle is stolen at the same time.



- (b) Damage to tyres unless such Motor Vehicle is damaged at the same time when the liability of the Company is limited to 50% (fifty percent) of the cost of replacement.
- (c) Any accidental loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
- 3. In the event of the Motor Vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the cost of protection and removal to the nearest repairers and of redelivery to the insured but not exceeding in all Rs.1,000/- (one thousand) in respect of any one accident.
- 4. The insured may authorize the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
  - (a) The estimated cost of such repair does not exceed Rs.500/-
  - (b) The Company is furnished forthwith a detailed estimate of the cost and
  - (c) The Insured shall give the Company every assistance to see that such repair is necessary and the charge reasonable.

## **SECTION – II : LIABILITY TO THE THIRD PARTIES**

Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of

- (a) Death or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the Motor Vehicle.
- (b) Damage to property caused by the use (including the loading and/or unloading) of the motor vehicle.

### **PROVIDED ALWAYS THAT:**

- (a) The Company shall not be liable in respect of death, injury caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- (b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act, the Company shall not be liable in respect of death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
- (c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act, 1923 the Company shall not be liable in respect of death of or bodily injury to any person (other than passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the





time of the occurrence of the event out of which any claim arises.

- (d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or control of the insured or a member of the insured's household or being conveyed by the Motor Vehicle.
  - (e) The Company shall not be liable in respect of damage to a bridge and/or viaduct and/or anything beneath by vibration or by weight of the Motor Vehicle and/or load carried by the Motor Vehicle.
2. The Company will pay all costs and expenses incurred with its written consent.
  3. In terms of and subject to the limitation of the indemnity which is granted by this section to the Insured the Company will indemnify any driver who is driving the Motor Vehicle on the insured's order or with his permission provided that such driver shall as though he were the insured, observe, fulfill and be Subject to the terms, exception and conditions of this Policy in so far as they can apply.
  4. The Company may at its own option (A) arrange for representation at any inquest for Fatal injury in respect of any death which may be the subject of indemnity under this Section and (B) undertake the defence of Proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of the indemnity under this Section.
  5. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect to the liability incurred by such person indemnify his personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the insured observe, fulfill and be subject to the terms exceptions and conditions of Policy in so far as they can apply.

### **SECTION – III : TOWING DISABLED VEHICLES**

This Policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled, mechanically propelled vehicle and the indemnity provided by Section II of this Policy shall be subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle. Provided always that:

- (a) Such towed vehicle is not towed for reward.
- (b) The Company shall not be liable by of this Section of the Policy in respect of damage to such towed vehicle or property being conveyed thereby.

### **GENERAL EXCEPTIONS:**

The Company shall not be liable under this Policy in respect of:

- (1) Any accident, loss, damage caused, sustained or incurred outside the Geographical Area
- (2) Any claim arising out of any contractual liability



- (3) Any accidental loss, damage and/or liability caused, sustained or incurred whilst the Motor Vehicle is
  - (a) Being used otherwise than in accordance with the Limitation as to Use
  - (b) Being driven by any person other than a Driver as stated in the Driver's clause.
- (4)
  - (a) any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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 exception combustion shall include any self-sustaining process of nuclear fission.
- (5) Any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (6) any accident, loss, damage and/or liability directly or indirectly or proximately or remotely occasioned by or contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or War like operations (whether before or after declaration of war ) Civil War, Mutiny, Rebellion, Military or usurped power or by any direct or indirect consequence of any of the said occurrences or any consequences of the said occurrences and in the event of any claim 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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

#### **BONUS/MALUS CLAUSE:**

A discount may be allowed or a loading charged on the premium for such part of the Insurance as is renewed in respect of vehicle as per Indian motor tariff as applicable on date.

#### **CONDITIONS:**

This policy and the Schedule 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 the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter claim writ, summons and/or process shall be forwarded to the company immediately on receipt by the Insured. **Notice shall also be given in writing to the company immediately the insured shall have knowledge of any impending Prosecution, Inquest Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of other criminal act which may be subject of claim under this policy the insured shall give immediate notice to**



- the police and co-operative with the Company in securing the conviction of the offender.
2. No admission offer promise or indemnity shall be made or given by or on behalf of the insured without the written consent of the company which shall be entitled if it so desires to take over and conduct in the name of the insured, the defence of settlement of any claim or to prosecute in the name of the insured for its own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
  3. At any time after the happening of any event giving rise to a claim under sub-section II of this policy and Company may pay to the insured the full amount of the Company's liability under that section and relinquish the conduct of any defence alleged to have been caused to the insured in consequence of any alleged action or omission of the company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the company shall have relinquished such conduct.
  4. The Company may at its own option repair, reinstate or replace the Motor Vehicle or part thereof and/or accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or loss less depreciation plus the reasonable cost of fitting and shall in no case exceed the insured's estimate of the value of the Motor Vehicle (including accessories thereon) at the time of the loss or damage, whichever is less.
  5. The insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor vehicle shall not be left unattended without proper precautions being taken to prevent further damages or loss and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage of further damage to the Motor Vehicle shall be entirely at the Insured's own risk.
  6. The Company may cancel this policy sending Fifteen days notice by registered letter to the insured at his fast known address and in such event will return to the premium paid less the pro-rata portion thereof for the period of the policy has been in force or the policy may be cancelled at any time by the insured on Fifteen days notice and provided no claim has arisen during the current period insurance, the insured shall be entitled to a return of premium less premium at the company's short period rates for the period the policy has been in force. However, where the ownership of the vehicle is transferred the policy can't be cancelled unless evidence that the vehicle is insured elsewhere is produced.
  7. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other question be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time



and for the time being in force in case, either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at the meetings.

It is clearly agreed and understood that no difference or dispute shall referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby further expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.

### ENDORSEMENTS

Only applicable Endorsements mentioned in the schedule, shall form part of the policy.

**IMT-19 : Legal liability to paid driver employed in connection with the operation of Motor Vehicle.**

In consideration of the payment of an additional premium it is hereby understood and agreed that notwithstanding anything contained herein to the contrary that the Company shall indemnify the Insured against his legal liability under -

The Workmen's Act prior to the date of this Endorsement, the Fatal Accidents Act, 1885 or at Common Law in respect of personal injury to paid driver whilst engaged in the service of the insured in such occupation in connection with the motor vehicle and will in addition be responsible for all costs and expenses incurred with its written consent.

The premium having been calculated and paid while taking insurance of the vehicle concerned at the Rate of Rs.15/- for driver and/or conductor.

**Provided always that:-**

- (1) This Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any Insurance Company or group of



Underwriters a policy of Insurance in respect of liability as herein defined for his general employees.

- (2) The insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.
- (3) In the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy except so far as necessary to meet the requirements of section 147 of the motor vehicles Act, 1988.

**IMT-21 : EXCLUSION OF RIOT, STRIKES AND TERRORISM**

In consideration of an appropriate discount under the policy, it is hereby understood and agreed that the words by Riot and Strike in Section-I of (Item C of Policy) and the words “by terrorist activity” (item H of the policy) are hereby deleted and the Company shall not be liable for accidental loss or damage caused by or liability directly arising out of:

- (1) The act of any person taking part together with others in any disturbance of the public peace (Whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of such disturbance.
- (2) The wilful act of any striker or locked out worker in furtherance of a strike or in resistance of lock out or the action of any lawfully constituted authority in preventing or attempting to prevent any such act in minimising the consequences of any such act.

In the event of any claim the insured shall prove that the accident, loss, damage or liability arose independently of and in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the terms, exceptions, condition and limitation of this policy.

**IMT – 22 : EXCLUSION OF SPECIAL PERILS: [Earthquake (Fire and Shock damage)]**

In consideration of an appropriate discount under the policy, it is hereby understood and agreed that the words “Earthquake (Fire and Shock Damage)”, Hurricane, Storm, Tempest, Inundation, Cyclone Hailstorm, Frost in section-I (items of the policy) are hereby deleted and the Company shall not be liable for accidental loss or damage caused by or liability directly arising out of the above perils. In the event of any claim the insured shall prove that the accident, loss, damage 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 occurrence or any consequences thereof and in default of such proof the Company shall not be liable to make any payment of such claim.

**IMT – 23 : EXCLUSION OF SPECIAL PERILS (Flood, Typhoon, etc.)**

In consideration of an appropriate discount under the Policy. It is hereby understood and



agreed that the words "Flood, Typhoon, Hurricane, Storm, Tempest, Inundation, Cyclone, Hailstorm, Frost in section I (item 'e' of the policy) are hereby deleted and the Company shall not be liable for accidental loss or damage caused by or liability directly arising out of the above perils.

In the event of any claim the insured shall prove that the accident, loss, damage 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 consequences thereof and in default of such proof, the Company shall not be liable to make any payment of such a claim.

#### **IMT – 24 : REPLACEMENT OF PARTS**

It is hereby understood and agreed notwithstanding anything to the contrary contained in this policy that in the event of loss or damage to the Motor Vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the Motor Vehicle is held for repair or in the event of the Company exercising the option under condition\*to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to:

- (a) (i) The price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Vehicle is held for repair less depreciation applicable.

OR

- (ii) If no such catalogue or price list exists the price last obtaining at the Manufacture's works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty less depreciation applicable under the policy.

AND

- (b) The reasonable cost of fitting such part :

Subject otherwise to the terms, exceptions, conditions and limitation of this policy.

#### **IMT – 26: COMPULSORY EXCESS (COMMERCIAL VEHICLES ONLY)**

Notwithstanding anything to the contrary contained herein, it is hereby understood and agreed that:

- (a) Except in the case of total loss of the Vehicle, the Company shall not be liable under section-I of the policy for loss of or damage to lamps, tyres, mudguard and/or bonnet side parts bumpers and/or paint work.
- (b) In addition to any amount for which the insured may be responsible under Para (a) above and also in the case of total loss the insured shall be responsible under section-I of the policy in respect of each event for the first Rs..... (Or any less expenditure which may be incurred) of any expenditure for which provision is made under the policy and of any expenditure by the company in the exercise of its discretion under condition No.4 of this



policy.

If the expenditure incurred by the Company shall include the amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the Company forthwith.

For the purpose of this endorsement the expression 'event' shall mean an occurrence or series of occurrences arising out of one cause in connection with Motor Vehicle in respect of which indemnity is provided by this policy.

Subject otherwise to the terms, exception, conditions and limitation of this policy.

#### **IMT – 55 : VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT**

It is hereby declared and agreed that the insured's Motor vehicle is pledged to/hypothecated with ..... (herein after referred to as the 'pledgee') and it is further declared and agreed that the said Pledgee is interested in any monies which but for the Endorsement would be payable to the insured under this policy in respect of the loss of or damage to said motor vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the said Pledges as long as they are the Pledgee of the Motor Vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the insured or the Company respectively under or in connections with this Policy or any term, provision or condition thereof.

#### **IMT – 70 : INCREASE IN THE LIMITS OF LIABILITY OF PROPERTY DAMAGE**

In consideration of payment of additional premium Rs.....it is hereby declared and agreed that the limit of liability under Section (III) (II) of the policy is increased from Rs. 6000/- to Rs.....only in respect of property other than property belonging to the insured or held in trust or in the custody or control of the insured. It is further specifically understood and agreed that the increased limit does not apply to property carried in the Vehicle hereby insured.

Subject otherwise to the terms, exception, conditions and limitations of this policy.

#### **IMT – 71 : PERSONAL ACCIDENT COVER FOR DRIVER (OTHER THAN PAID DRIVER)**

It is hereby understood and agreed that the Company undertakes to pay compensation on the scale provided for bodily injury/death as herein after defined sustained by driver (other than paid driver) of the vehicle in direct connection with the use of Motor Vehicles or whilst mounting or dismounting or driving the vehicle and caused by violent accidental external and visible means which independently of any other cause shall within 12 calendar months of the occurrence of such injury result in:

<b>Scale of Compensation</b>	<b>Amount</b>
(a) Death only	Rs. 20,000/-



- (b) Total irrecoverable loss of :
- (i) Sight of both eyes of the actual loss by physical separation of the two entire hands or two entire feet or of one entire hand and one entire foot, or of such loss of sight of one eye and loss of one entire foot or one entire hand Rs. 20,000/-
  - (ii) Use of two hands or two feet or of one hand and of one foot or of such loss of sight of one eye and such loss of use of one hand or one foot Rs. 20,000/-
- (c) Total irrecoverable loss
- (i) Sight of both eyes or of the actual loss by physical separation of one entire hand or one entire foot Rs. 10,000/-
  - (ii) Use of hand or a foot without physical separation Rs. 10, 000/-
- For the purpose of clause (b) & clause (c) above “Physical separation” of hand or foot means separation at or above the wrist and/or at or above the ankle, respectively.
- (d) Permanent total disablement from injuries (other than named above) which shall be direct consequences thereof permanently, totally, absolutely disable the insured from engaging in an employment or occupation of any description. Rs. 20,000/-

**Provided always that:**

- (1) Compensation shall be payable under one only of items (a) to (d) above in respect of any such person arising out of anyone occurrence and the total liability of the Company shall not in aggregate exceed the sum of Rs.20,000/- during any one period of insurance in respect of any such person.
- (2) Such person is not less than 16 years or more than 70 years of age at the time of such injury.
- (3) No compensation shall be payable in respect of death or bodily injury, directly or indirectly, wholly or in part, arising or resulting from or traceable to (I) intentional self injury suicide or attempted suicide or (II) an accident happening whilst such person is under the influence of intoxicating liquor or drug.
- (4) Such compensation shall be payable only with the approval of the insured and directly to the injured driver or to his/her legal representatives whose receipt shall be a full and final discharge in respect of the injury to such person.
- (5) No compensation under endorsement shall be payable if the driver involved in the accident is otherwise entitled to a compensation under workmen Compensation Act, 1923.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Persons or class of persons entitled to drive: (Applicable to Non-Transport vehicle)





Any person including insured provided that a person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license.

Provided also that person holding an effective learner's license may also drive the vehicle when not used for the transport of passengers at the time of the accident and that such a person satisfies the requirements of rule 3 of Central Motor vehicle Rules, 1989.

**SECTION – V**  
**KISAN PUMPSET MOTOR UP TO 25HP**

1. This insurance covers both centrifugal (electrical/diesel) and submersible pump sets up to 25 HP against loss or damage to fire and lightning, theft/burglary (due to violent forcible entry provided the pump set is kept in locker enclosure) mechanical/electrical breakdown, RSMD and terrorism.
2. The Company will indemnify the Insured against unforeseen and sudden physical damage caused by and/or solely due to fire and lightning, theft/burglary due to violent forcible entry provided pump set is kept in locked enclosure, Mechanical and/or Electrical Breakdown, RSMD terrorism, flood, inundation, cyclone, storm, tempest as specified in the schedule whilst contained in or fixed at the insured premises. Provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the schedule.
3. Sum Insured: It is requirement of this insurance that the Sum Insured in respect of such item specified in the Schedule shall be equal to the cost of replacement of the Insured property by new property of the same kind and capacity. Further, if at the event of claim Sum Insured is found less than replacement cost condition of average shall be made applicable.

**4. BASIS OF INDEMNITY**

A. Capacity	CENTRIFUGAL PUMPSET				SUBMERCIBLE PUMPSET	
	ELECTRICAL		DISEL/OIL SEL		R/C	D/F
	R/C	D/F	R/C	D/F		
3.0	600	75	800	90	1500	1% of S.I.
5.0	800	75	1000	105	1500	subject to
7.5	1000	85	1000	105	1500	maximum
10.0	1300	90	1300	115	2500	of Rs.250/-
12.5	-	-	-	-	3000	-do-
15.0	1900	115	1900	140	4000	-do-
17.5	2000	115	2000	160	-	-
20.0	2100	140	2100	175	4500	-do-
25.0	2400	140	2400	200	5000	-do-

- B. In case of total loss claims Company liability shall be restricted to 50% of sum Insured/replacement value, whichever is lower.



### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of:

- i) Loss or damage caused by or arising out of wilful act or wilful gross negligence of the insured.
- ii) Loss or damage due to faults existing at the time of commencement of this insurance and known to the insured regardless of whether such faults or defects were known to the Company or not.
- iii) Loss or damage due for which the manufacturer or supplier of the property is responsible thereby or under contract.
- iv) Cost of transport to the repair shop and back to the insured's premises of any insured item arising out of any damage to such item.
- v) Loss of or damage to any insured item by perils which are insurable under other section of this policy.
- vi) Loss of or damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the insured of the building.

### **SECTION VI – TELEVISION SET**

The Company will indemnify the insured in respect of:-

1. Loss or damage to the Television Apparatus described in the Schedule whilst contained or fixed in the insured premises by:-
  - (a) Fire, lightning, explosion of gas in domestic appliances.
  - (b) Bursting and overflowing of water tanks, apparatus or pipes
  - (c) Aircraft or articles dropped therefrom
  - (d) Earthquake, Fire and/or Shock.
  - (e) Flood, Inundation, Typhoon, Storm, Tempest, Hurricane, Tornado and Cyclone.
  - (f) Riot, Strike or Malicious Act.
  - (g) Burglary and/or House breaking or Theft.
  - (h) Accidental external means.
  - (i) Mechanical or Electrical breakdown



Provided that the liability of the Company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

2. All sums which the insured shall be legally liable to pay as compensation and litigation expenses incurred by the insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a member of the insured's family or a person under the insured's services and/or accidental damage to property not belonging to or in the custody or control of the insured or any member of the insured's family of person under the insured's service arising out of accident happening through or in connection with Television Apparatus or breaking or collapse of the internal fittings or must forming part of the Television Apparatus provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs.25,000/- (Rupees twenty five thousand only).
3. Damage to property belonging to or in the custody or control of the insured caused by breakage or collapse of the antenna fitting or must forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the company in respect of such damage in any one period of insurance is limited to Rs.3,000/- (Rupees three thousand only).

#### **DEFINITION**

The term "Television Apparatus" as used herein shall mean and include the Television Set, the accessories forming part of the set and the Antenna both external and internal.

#### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of:-

- (a) Loss of or damage to External antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time.
- (b) Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus.
- (c) Loss or damage for which the manufacturer or supplier of the television apparatus is responsible either by law or contract.
- (d) Liability assumed by the insured by Agreement unless such liability could have attached to the insured notwithstanding such agreement.

#### **SECTION VII – PEDAL CYCLE**

- (A) The Company will indemnify the insured in respect of loss of or damage to the Pedal Cycles belonging to the insured or any member of the insured's family by:-
  - (a) Fire, Lightning or External Explosion
  - (b) Riot, Strike or Malicious Act



- (c) Burglary and/or Housebreaking or Theft
- (d) Accidental External means.
- (e) Flood, Cyclone, Storm, Tempest and other similar convulsions of nature atmospheric disturbance.
- (f) Earthquake Fire and/or Shock

Provided that the liability of the Company in respect of loss damage to any one vehicle in any one period of insurance will not exceed the sum insured set against such vehicle in the Schedule.

- (B) The Company will indemnify the insured in respect of all sums which the insured shall become legally liable to pay as compensation and litigation expenses incurred by the insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the insured's family or a person in the insured's services or being conveyed on such cycle and/or accidental damage to property not belonging to or in the custody or control of the insured or any member of the insured's family or being conveyed on such cycle in the event of accident caused by or happening through or in the connection with any Pedal Cycle insured hereunder provided that the liability of the Company in respect of compensation and litigation in any one period of insurance is limited to Rs.10,000/- (Rupees ten thousand only).

#### **SPECIAL EXCEPTIONS**

The company shall not be liable in respect of:-

- (i) Any accident, loss, damage or liability caused by or through or in connection with pedal cycle whilst it is being used for hire or reward or outside India.
- (ii) Damage caused by overloading, strain or mechanical breakdown.
- (iii) Loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- (iv) Loss, damage, or liability occurring whilst being used for or pace making.
- (v) The first Rs.10/- of each and every loss arising under Sub-section (A) hereof. If however, the loss or damage exceeds Rs.10/- the Company is liable to pay in full for such loss or damage.

#### **SPECIAL CONDITIONS**

The Pedal cycle should be securely locked when left unattended.

#### **SECTION VIII – BAGGAGE**

The Company will indemnify the insured and/or such members of his/her in family as are permanently residing with him/her in respect of personal baggage accompanying the insured or his/her family members belonging to him/her for which he/she is responsible whilst travelling



anywhere in India whilst on tour on holidays, LOST, DESTROYED or DAMAGED by ACCIDENT OR MIS-FORTUNE provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule the sum set opposite thereto respectively.

**SPECIAL EXCEPTIONS:**

The company shall not be liable in respect of:-

- (a) Loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise of China Marble, Gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicle or aircraft by which such property is conveyed.
- (b) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- (c) loss of or damage to any electrical machine, apparatus, fixture or fittings (including wireless sets radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
- (d) Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
- (e) Theft from car except form car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- (g) loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stone, gold and silver ornaments, travel tickets, cheques and bank draft.
- (h) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced, unless specifically declared and accepted by the Company.
- (i) Loss, destruction of or damage to articles of consumable nature.
- (j) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/ or journey or articles or clothes whilst being worn on the person or carried about.
- (k) Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.



## SECTION –IX

### JANTA PERSONAL ACCIDENT POLICY/GRAMIN PERSONAL ACCIDENT POLICY

Provided always that the company shall not be liable under policy for:

- (1) Compensation under more than one of the sub-clauses (a), (b), (c) or (d) in respect of same injury or disablement.
- (2) Any payment excluding amounts payable under sub-clause (e) in excess of Sum Insured under the policy during any one year of insurance.
- (3) Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
- (4) Payment of compensation in respect of death, injury or disablement of the insured from (a) Intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drug (c) whilst racing on wheels, hunting big game shooting, mountaineering whilst engaged in winter sports skiing or ice hockey (d) directly or indirectly caused by insanity (e) arising or resulting from the insured committing any breach of the law with criminal intent.
- (5) Payment of compensation in respect of death, injury or disablement of the insured from (a) due to or arising of or directly or indirectly connected with or traceable to war, invasion act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution insurrection, mutiny, military or usurped power, seizure capture, arrest, restrain and detentions of all kinds, prices and people of what nation, condition or quality whatsoever.
- (6) Payment of Compensation in respect of death of or bodily injury to the insured directly or indirectly caused by or contributed to by or arising from or traceable to ionizing radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

Provided that the due observance and fulfillment of the terms and conditions of this policy (which condition and all endorsement hereon are to be read as part of this policy shall so far as they relate to anything to be done or not to be done by the insured be a condition precedent to any liability of the Company under the policy.

### CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown the insured should within one calendar month after the event which may give rise to a claim under the policy give written notice to the company with full particulars of the claim.
2. Satisfactory proof of the Company shall be furnished of all matters upon which a claim is base. Any medical or other agent of the Company shall be allowed to examine the persons of the insured on the occasion of any alleged injury or disablement when and so often as the



- same may reasonably be required on behalf of the Company and in the event of death to make a post mortem examination of the insured and such evidence as the Company may from time to time require including a post mortem examination, if necessary, shall be furnished within the space of Fourteen days after demand in writing provided that in the case of a claim by death or permanent disability all sums payable only on the delivery of the Policy cancelled and discharged.
3. No sum payable under this Policy shall carry interest.
  4. The Company shall not be liable to make any payment under this Policy in respect of claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the insured or by any person on behalf of the insured.
  5. The Company may at any time by notice in writing cancel this Policy provided that the Company shall in that case return to the Insured the then last paid premium less a pro rata thereof for the current insurance period which shall have expired such notice shall be deemed sufficiently given if posted addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post.
  6. If the Insured shall at any time during the continuance of this policy be Insured against similar Janata Personal Accident Insurance Policy with one or more Insurers than the maximum liability of the Insurers irrespective of the numbers of such Policies in force with one or more insurer shall be limited to a Sum Insured specified in the Policy.
  7. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the provision of the Indian Arbitration Act 1940, as amended from time to time and for the time being in force. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the company has disputed or not accepted liability under or in respect of this policy.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **SECTION X- JAN AROGYA BIMA POLICY**

### **1) SALIENT FEATURES OF THE POLICY:**

- 1.1 The policy covers reimbursement of Hospitalisation/Domiciliary Hospitalisation expenses for illness/diseases or injury sustained.
- 1.2 In the event of any claim becoming admissible under this scheme, the Company will pay to the insured person the amount of such expenses as would fall under different



heads mentioned below, and as are reasonable and necessarily incurred thereof by or on behalf of such Insured person, but not exceeding the Sum Insured in any one period of Insurance.

- (A) Room, Boarding Expenses as provided by the hospital/nursing home.
- (B) Nursing Expenses
- (C) Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
- (D) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & drugs, Diagnostic Materials and X-Ray, Dialysis, chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses.

**(N.B.: Company's Liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.5,000/- per person.)**

## 2. DEFINITIONS:

- 2.1 'HOSPITAL/NURSING HOME' means any institution in India established for indoor care and treatment of sickness and injuries and which

### Either

- (a) Has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

### OR

- (b) Should comply with minimum criteria as under:-
- (i) It should have at least 15 in-patient beds\*
  - (ii) Fully equipped operation theatre of its own wherever surgical operations are carried out.
  - (iii) Fully qualified Nursing staff under its employment round the clock.
  - (iv) Fully qualified Doctor(s) should be in-charge round the clock.

**(N.B: \* In class 'C' town condition of number of beds is reduced to 10).**

- 2.1.1. The term 'Hospital/Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or a similar place.
- 2.2 "Surgical Operation" means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.





2.3 Expenses on Hospitalization for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental, lithotripsy (kidney stone removal), Tonsillectomy, DNC taken in the Hospital/Nursing Home and the Insured is discharged on the same day, and the treatment will be considered to be taken under hospitalization Benefit.

2.4 **DOMICILIARY HOSPITALISATION BENEFIT means:**

Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at a hospital/nursing home but actually taken whilst confined at a home in India under any of the following circumstances namely

- (i) The condition of the patient is such that he/she cannot be removed to the hospital/nursing home or
- (ii) The patient cannot be removed to hospital/nursing home for lack of accommodation therein

**Subject however that domiciliary hospitalization benefits shall not cover –**

- (i) Expenses incurred for pre and post hospital treatment and
- (ii) Expenses incurred for treatment for any of the following diseases
  1. Asthma
  2. Bronchitis
  3. Chronic Nephritis and Nephritic Syndrome
  4. Diarrhea and all type of Dysenteries including Gastroenteritis
  5. Diabetes Mellitus and Insipidus
  6. Epilepsy
  7. Hypertension
  8. Influenza, Cough and Cold
  9. All psychiatric or psychosomatic Disorders
  10. Pyrexia of unknown Origin for less than 10 days
  11. Tonsillitis and upper Respiratory Tract Infection including Laryngitis and Pharyngitis
  12. Arthritis, Gout and Rheumatism



**Note :** When treatment such as Dialysis Chemotherapy, Radiotherapy etc, is taken in the Hospital/nursing Home and the Insured is discharged on the same day the treatment will be considered to be taken under Hospitalisation Benefit section.

### 3.0 ANY ONE ILLNESS:

Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

3.1 **PRE-HOSPITALISATION:** Relevant medical expenses incurred during period up to 30 days prior to hospitalisation on disease/illness/ injury sustained will be considered as part of claim mentioned under item 1.2 above.

3.2 **POST- HOSPITALISATION:** Relevant medical expenses incurred during period up to 60 days after hospitalisation on disease/illness/injury sustained will be considered as part of claim mentioned under item 1.2 above.

3.3 **MEDICAL PRACTITIONER** means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include physician, Specialist and Surgeon.

3.4 **QUALIFIED NURSE** means a person who holds a certificate of a recognized Nursing Council and who is employed on recommendation of the attending Medical Practitioner.

### 4.0 EXCLUSIONS:

4.0 The Company shall not be liable to make any payment under this policy in respect of any expenses of any expenses whatsoever incurred by any Insured person in connection with or in respect of :-

4.1 **Such diseases which have been in existence at the time of proposing this insurance. Pre-existing condition means any injury which existed prior to the effective date of this insurance. Pre-existing condition also means any sickness or its symptoms which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the sickness. Complications arising from Pre-existing disease will be considered part of that pre-existing condition.**

4.2 **Any expenses on hospitalization incurred during first 30 days of the commencement date of insurance cover except in case of injury arising out an accident.**

4.3 **During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal diseases, Fistula in anus, Piles, Sinusitis and related disorders are not payable.**

4.4 Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not).



- 4.5 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- 4.6 Cost of spectacles and contact lenses, hearing aids.
- 4.7 Dental treatment or surgery of any kind unless requiring hospitalization.
- 4.8 Convalescence, general debility, “Run-down” condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs/alcohol.
- 4.9 All expenses arising out of any condition direct or indirectly caused to or associated with Human T – Cell Lymph tropic virus type III (III LB – III) or Lymphadenopathy Associated virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 4.10 Charges incurred at Hospital or Nursing Home primarily for diagnostic, x-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- 4.11 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- 4.12 Treatment arising from or traceable to pregnancy, childbirth including caesarian section.
- 4.13 Naturopathy treatment.



**FARMER'S PACKAGE POLICY**  
**UIN No.NIA-OM-P15-44-V01-14-15**

**PROPOSAL FORM CUM SCHEDULE ATTACHED TO & FORMING PART OF POLICY NO.**

AGENCY: \_\_\_\_\_

INSURED: 1. NAME OF PROPOSER FULL: \_\_\_\_\_

Period of Insurance

2. RESIDENTIAL ADDRESS: \_\_\_\_\_

From \_\_\_\_\_AM/PM of

3. OCCUPAION: \_\_\_\_\_

To Midnight of \_\_\_\_\_

Section No.	Descriptions of Property	Sum Insured Rs.	Rates per mile	Premium (for the use of the company)
I FIRE & ALLIED PERILS	A. BUILDING CLASS OF CONSTRUCTION (A/B) _____ B. CONTENTS: (Excluding Jewellery belonging to the proposer and members of this family permanently with him. _____		0.70/5.10 0.70/5.10	
II BURGLARY, HOUSE BREAKING THEFT (upon forcible violent entry)	CONTENTS (Excluding Jewellery & cash) All Contents in the premises stated in the above Address Address _____ NOTE : Insured on contents should be for value equivalent to the value mentioned under item I-B above		2.00	
III ALL RISK	JEWELLERY & VALUABLES: Description of Valuables: _____		10.03	
IV AGRICULTUR E TRACTOR	Make Name Year of mfg Reg. No. E. No c. No cover 1. _____ OD 2. _____ TP Motor Certificate No , _____ HPY with : _____ subject to IMT _____		As per motor tariff	
V KISAN PUMP SET WITH MOTOR up to 25 H.P	Description of all Agriculture Yr. of Value Pump set with Motor Make Rs. Sl. NO. of Motor : _____ Make : _____ Type of pump set – Centrifugal (Electric/diesel)/ Submersible		17.50	
VI TV SET	Name of Make Model Yr. of value Mfg. Make		10.03	
VII PEDAL CYCLE	Name & Make of Mfg. Yr. of Mfg. Frame No. Value Including Access 1. _____ 2. _____		20.03	
VIII BAGGAGE	Details of Personal Baggage, personal effects and other carried (during the period of travel anywhere in India) Total Value :		7.53	



IX JANATA/GR AMIN PERSONAL ACCIDENT (5 to 80 year only)	Name	Age	Occupation	Existing Infirmity/ Disability		As Per Scheme	
	1. 2. 3.	Assignment – name _____ Relationship					
X JAN AROGY BIMA POLICY	Name	Age	Occupation	sex	Existing diseases		As Per Scheme
	1 2 3 4.	NOTE : Coverage will be Rs. 5,000/- per person					
NOTE: 1. The liability of company does not commence until proposal has been accepted by the company and the full premium paid 2. If space is found insufficient please attach separate sheets for details 3. No group discount can be granted for section I, IV & X. 4. Minimum four sections required to be covered including section IV					TOTAL PREIMUM Less: Discount for covering More than 4 sections ___ %Rs More than 6 sections ___ %Rs		
					NET PREMIUM		

I/We hereby declare the Particulars contained herein are true and correct and that no material fact has been withheld, misstated or misrepresented and also that this Proposal Cum Schedule forming part of the Company's standard policy shall be the basis of the contract between me / us and the company. I/We further declare that the sum insured herein represent the full value of the Property described herein.

Place:

Date:

Signature of Proposer