

Farmer's Package Policy

Preamble

Whereas the Insured named in the Schedule and carrying on the business as described in the Schedule of this policy has applied to SHRIRAM GENERAL INSURANCE COMPANY LIMITED (hereinafter called "The Company") by a written 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 the premium for the sections stated in the Schedule.

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, damage &/or destruction of property or incur liability **at any time during the period of insurance** stated herein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the Company to provide coverage to the Insured during the period of this policy or for the renewal thereof the Company will pay to the Insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred as the case may be and in respect of which coverage is provided under this policy but not exceeding in any one period of insurance in respect of each of the several items/sections specified herein the sum set opposite thereof respectively.

SECTION I: STANDARD FIRE & SPECIAL PERILS:

a) Building & Contents

THE COMPANY AGREES that if the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

SUM INSURED

Basis of Valuation: Basis of indemnity shall be on Reinstatement Value. If the sum insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

b) Damage to Stock of Farm Produce

THE COMPANY AGREES that if the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof

Special Conditions applicable to (b) above

- i) Covers stock of farm produce in the godown/closed premises only.
- ii) Coverage of stock of farm produce falling under Hazardous Category II/III of All India Fire Tariff is restricted to 10% of total produce or Rs-25000/- whichever is less.
- iii) Loss, damage or destruction of contents or stock when the premises are left unoccupied for more than 15 consecutive days is excluded from the scope of cover unless the same has been reported to us in writing and our written approval obtained.
- iv) Stocks of farm produce lying in open, unattended and not covered with tarpaulin are excluded from the scope of cover.

Sum Insured

Sum Insured must represent market value of the property insured.

It covers

1) Fire

Excluding destruction or damage caused to the Property insured by

- a)
 - i) Its own fermentation, natural heating or spontaneous combustion.
 - ii) Its undergoing any heating or drying process.
- b) Burning of Property insured by order of any Public Authority.

2) Lightning

3) Explosion/Implosion

Excluding loss, destruction of or damage

- a) to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) Caused by centrifugal forces.
- 4) **Aircraft Damage**

Loss, Destruction or damage caused by aircraft, other aerial or space devices and articles dropped there from excluding loss, destruction or damage caused by pressure waves.

- 5) **Riot, Strike and Malicious Damage**

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

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

- 6) **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation excluding those resulting from earthquake, volcanic eruption or other convulsions of nature. Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.

- 7) **Impact Damage**

Loss of or visible physical damage or destruction caused to the Property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the Property insured or
- b) the Insured's employees while acting in the course of their employment.

- 8) **Subsidence and Landslide including Rock slide**

Loss, destruction or damage directly caused by subsidence of part of the site on which the Insured property stands or land slide/rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or ground works or excavations.
- 9) **Bursting and/or Overflowing of Water Tanks, Apparatus and Pipes**
- 10) **Missile testing operations**
- 11) **Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by

- a) repairs or alterations to the buildings or premises in which the Property insured is situated
- b) repairs, removal or extension of the Sprinkler Installation
- c) defects in construction known to the Insured.
- 12) **Bush Fire**

Excluding loss, destruction or damage caused by forest fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted there for by memorandum hereon or attached hereto signed by or on behalf of the Company.

Additional Covers

Earthquake (Fire and Shock)

- a. **Applicable if option to exclude STFI peril is exercised:** In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake

including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

- b. **Applicable if option to exclude STFI peril is not exercised:** " In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

Exclusions under Section I

- 1) This section does not cover (not applicable to policies covering dwellings)
 - a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI (Storm, Tempest, Flood, Inundation) subsidence, landslide and rock slide covered under this section
 - b) The first Rs.10,000 of each and every loss arising out of other perils in respect of which the Insured is indemnified by this section

The Excess shall apply per event per Insured.

- 2) Loss, destruction or damage caused to the Property insured by pollution or contamination excluding
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
- 3) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the section.
- 4) Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- 5) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 6) Expenses necessarily incurred on (i) architects, surveyors and consulting engineer's fees and (ii) debris removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 7) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 8) Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 9) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- 10) Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- 11) Loss or damage to Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

Conditions applicable to Section I

1. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.
PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.
Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-
 - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. *(not applicable for dwellings)*
 - c. If the interest in the property passes from the insured otherwise than by will or operation of law.
3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
4. On the happening of loss or damage to any of the property insured by this policy, the Company may
 - a. enter and take and keep possession of the building or premises where the loss or damage has happened.
 - b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - c. keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - d. sell any such property or dispose of the same for account of whom it may Concern.

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

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

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of

5. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace. If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
6. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
7. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company. The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.



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Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

Section II- Burglary & housebreaking including theft: Covers loss, damage and destruction of the insured property arising out of Burglary, housebreaking, robbery, holdup and theft.

The Company will indemnify the Insured to the extent of the market value of –

- a) any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up, robbery, holdup and theft;
- b) damage caused to the premises resulting from burglary and/or housebreaking including theft or any attempt thereat, any time during the period of insurance up to 5% of the Sum Insured for all contents. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

EXCLUSIONS UNDER SECTION II

The Company shall not be liable in respect of:

- a) Gold or Silver articles, watches or jewelry or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheques, **money**, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- b) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or any way assisted or brought about by any such person or persons. (This exclusion will stand deleted if Fidelity Guarantee Cover is proposed along with the Burglary Cover)
- c) Loss or damage which is recoverable under any other section of this policy.
- d) (i) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with Riot and Strike, Civil Commotion, Earthquake, Flood, Storm, Cyclone or other convulsions of nature or atmospheric disturbances.
(ii) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.
(iii) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law. Unless in each case, the consent of the Company to the continuance of the Insurance thereon is obtained and signified on the policy.
- e) This policy shall cease to attach
(i) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises are left uninhabited.
(ii) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.
(iii) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law. Unless in each case, the consent of the Company to the continuance of the Insurance thereon is obtained and signified on the policy.
- f) Loss or damage due to Terrorism and Sabotage activities.

SUM INSURED – BASIS OF VALUATION

Sum Insured must represent reinstatement value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence.

Compulsory Excess:

0.25% of claim amount subject to a minimum of Rs. 1000/-

SECTION III: Personal Accident



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Covers the Insured against the Death & Permanent Total Disability resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set forth in the Schedule:

- i) Death: 100% of Capital Sum Insured
- ii) Permanent Total Disability: 50% of the Capital Sum Insured

This policy may be extended to cover the insured family by payment of additional premium. However the coverage is restricted to 50% of the Sum Insured of the insured stated in Schedule for spouse and 25% of the Sum Insured of the insured for children for a maximum of two children. The benefit in case of Permanent Total Disability will be restricted to 50% of the Capital Sum Insured of the respective family members covered under the Policy.

Additional Inbuilt Covers:

a) Educational benefits: It is hereby agreed that in the event of Death or permanent total disablement of the insured, the Company shall pay for the expenses incurred on education of one child below the age of twenty one years an amount not exceeding Rs 5000/- per year for maximum of two years.

(b) Funeral Expense: It is hereby agreed that in the event of the death of the Insured Person due to accident, as defined in the Policy the Company shall pay for the expenses not exceeding Rs 2000/- incurred on funeral.

Sum Insured:

The sum insured will be restricted to Rs. _____/- for the insured named in the Schedule.

Exclusions

- 1) Any payment, in case of more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (i) & (ii) of this Policy.
- 2) Payment of compensation in respect of Death, Injury or Disablement of the Insured (a) from intentional self-injury, suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal disease/s, AIDS or insanity, (e) arising or resulting from the insured committing any breach of law with criminal intent. (f) due to snake bite.

'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi-engine.
- 3) Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child-birth or from pregnancy or in consequence thereof.

SECTION IV: Agricultural Pumpset

This insurance is deemed to cover the Insured against loss In the event of any unforeseen and sudden loss of or damage to the whole or part of property mentioned in the schedule, owned by the Insured or for which they are legally responsible, by Fire and lightning, Riot, Strike and Malicious damage, Mechanical & Electrical breakdown, Theft/burglary (due to violent forcible entry and provided the Pump set is kept in a locked enclosure), Terrorism & rewinding charges.

The Company will by payment or at its option by repair, reinstatement or replacement, indemnify the Insured.

Sum Insured

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost.

Definitions:

Agricultural Pump set: The policy applies to Centrifugal Pump sets (Electrical & Diesel) and submersible pump sets used for Agricultural purposes.

Basis of Indemnity

- a) In cases where damage to an insured item can be repaired by rewinding the insured item, the Company will pay expense necessarily incurred to rewind the damaged machine to its former state of serviceability as per the rewinding schedule given below. If the repairs necessitate replacement of parts, other than those required for rewinding of the insured item, deduction shall be made for depreciation in respect of parts replaced including for:
- wear and tear of parts and parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.
- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, such actual value to be calculated by deducting proper depreciation on a straight line basis at the rate of 10% of each year of usage from the replacement value of the item. (Maximum 50%) The Company will also deduct the salvage value of the destroyed insured item.
- Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are not covered by this insurance.
 - In the event of the makers drawing, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawing patterns and core boxes. The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.
 - The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.
 - If the Sum Insured is less than the amount required to be insured as per Provision 1.a) hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.
 - The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases, claims can be settled on 'Indemnity Basis'.
 - Rewinding Charges
 1. Rewinding charges are payable after deducting salvage value of the burnt copper plus deductible excess
 2. Rewinding charges payable under the policy should not exceed 15% of the sum insured

OBLIGATIONS OF THE INSURED

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured's machinery.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting official's report, which shall however be treated as strictly confidential both by the Insured and the Company.

In the event of any:

- i) material change in the original risk,

- ii) Alteration, modification or addition to an insured item.
- iii) Departure from prescribed operating conditions, whereby the risk of loss or damage increases.
- iv) Change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership), taking place, the Policy shall be void unless its continuance is agreed by endorsement signed by the Company.

DUTIES FOLLOWING AN ACCIDENT

- a) In the event of any occurrence which might give rise to a claim under this Policy the Insured shall :
- b) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.
- c) Take all reasonable steps within his power to minimize the extent of the loss or damages or liability
- d) Preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company.
- e) Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within Fourteen days of its occurrence. Upon notification of a claim being given to the Company a representative of the Company shall have the opportunity of inspecting the damage before any alteration, repairs, or replacements are effected. The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

Compulsory Excess

- 1% of each and every claim subject to a minimum of Rs 250/- for Submersible Pump sets.
- 1% of each and every claim subject to a minimum of Rs 150/- for Centrifugal Pump sets.

Exclusions:

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

- a) Loss, damage and/ or liability caused by or arising from or in consequence, directly or indirectly, of smoke, soot, aggressive substance, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure), collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land-borne, waterborne or airborne craft or other serial devices and/ or articles dropped there from.
Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning excessive pressure, short circuiting, arcing self heating or leakage of electricity, from whatever cause (lighting included), is covered provided that this extension shall apply only to the particular electrical machine, apparatus, fixture, fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.
- b) Accident, loss, damage and/ or liability resulting from overload experiments or test requiring the imposition of abnormal conditions.
- c) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
- d) Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use of exposure.
- e) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured not withstanding such agreement.
- f) Loss, damage and/ or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
- g) Cost of dismantling, transport, and re-erection.

SECTION V: Electronic/ Electrical Equipments

Subject to and/or in consideration of the Insured having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed here on the Company will indemnify the Insured in the manner and to the extent hereinafter provided.



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This Section shall apply to the insured items (only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises mentioned in the Schedule or during subsequent re-erection.

The liability of the Company for any one item of the Property insured shall not exceed in aggregate in any one period of Insurance the Sum Insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

EQUIPMENTS -

All electronic equipments like computers, medical, biomedical, micro- processors; audio/visual equipments including the value of systems software may be covered under this section. The term equipment shall include the entire computer system consisting of CPU, keyboards, monitors, printers, stabilizers, UPS, system software etc.

Dish antenna, portable electronic equipments like notebook, lap top computer, sonography machine e.t.c., is specifically excluded under this section.

SCOPE OF COVER -

The Company hereby agrees that in the event that the Property insured or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

EXCLUSIONS UNDER SECTION V

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by -

1. Cessation of work whether total or partial.
2. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
3. Misalignment of the Property insured not accompanied by damage otherwise covered by this section.
4. Loss of or damage to the Property insured covered under this section falling under the terms of the maintenance agreement.
5. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of the above exclusions any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

SPECIAL EXCLUSION TO SECTION V

The Company shall not, however, be liable for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing in the Property insured at the time of commencement of the present insurance within the knowledge of the Insured, or his representatives, whether such faults or defects were known to the company or not;
- c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the Property insured;
- e) any costs incurred in connection with the maintenance of the Property insured, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the Property insured is responsible either by law or under contract;
- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;



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- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the Property insured.

PROVISIONS APPLYING TO SECTION - V

SUM INSURED -

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the Property insured by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any, and erection costs.

The Sum Insured of the Property insured under this section shall include the value of 'System Software' provided by the manufacturer to operate the system

BASIS OF VALUATION -

- a) In cases where damage to the Property insured can be repaired, the Company will pay expenses necessarily incurred to restore the damaged Property insured to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to be determined by the Company to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the Property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where the Property insured is destroyed, the Company will pay the actual value of the Property insured immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the Property insured. The Company will also pay any normal charges for the dismantling of the Property insured which has been destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the makers' drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the Property insured is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged Property insured with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity - will be reimbursed.

If the Sum Insured is less than the amount required to be insured as per provision -titled "Sum Insured" herein above, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged Property insured for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

WARRANTY -

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following -

- i) Safety checks,
- ii) Preventive maintenance

iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

SECTION VI: Tractor &/or Trailer

Covers loss damage &/or destruction to the insured's tractor or trailer caused by accidental external means and also includes any third party bodily injury or property damage arising out of use of tractor &/or trailer in compliance with the requirements of the Motor Vehicles Act, 1988.

SECTION 1 - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- a. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder 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 hurricane storm tempest inundation cyclone hailstorm frost;
 - f) by accidental external means;
 - g) by malicious act;
 - h) by terrorist activity;
 - i) whilst in transit by road rail inland waterway lift elevator or air;
 - j) by landslide rockslide.

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

- 1) For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%
- 2) For fibre glass components - 30%
- 3) For all parts made of glass - Nil
- 4) Rate of depreciation for all other parts including wooden parts will be as per the following schedule

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year.....	5%
Exceeding 1 year but not exceeding 2 years.....	10%
Exceeding 2 years but not exceeding 3 years.....	15%
Exceeding 3 years but not exceeding 4 years.....	25%
Exceeding 4 years but not exceeding 5 years.....	35%
Exceeding 5 years but not exceeding 10 years.....	40%
Exceeding 10 years.....	50%

- b. 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 insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
 - b) Damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.



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- 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.
- c. In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1500/ for taxis and Rs.2500/- for other commercial vehicles in respect of any one accident.
- d. The insured may authorise the repair of the vehicle necessitated by loss or damage for which the company may be liable under this Policy provided that:-
- (a) The estimated cost of such repair including replacements does not exceed Rs.500/-
 - (b) The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
 - (c) The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED – INSURED’S DECLARED VALUE (IDV)

The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV will be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims

The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

SECTION 2- LIABILITY TO THIRD PARTIES



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- 1) Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
 - i) Death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
 - ii) Damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT:-

- a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from
 - 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 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 or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of 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 of the insured or a member of the insured's household or being conveyed by the insured vehicle.
 - e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
 - f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
- 2) The Company will pay all costs and expenses incurred with its written consent.
 - 3) In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
 - 4) The Company may at its own option
 - a) Arrange for representation at any Inquest or Fatal Inquiry 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 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 of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this policy provided that such personal representative(s) shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they apply.

SECTION 3- TOWING DISABLED VEHICLES



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The policy shall be operative whilst the insured 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 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 reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.

SECTION 4- PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

Provided always that

- 1) The compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 1 lakh during any one period of insurance.
- 2) 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 (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- 3) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall
- 4) be the full discharge in respect of the injury to the insured.

This cover is subject to

- a) The owner-driver is the registered owner of the vehicle insured herein;
- b) The owner-driver is the insured named in this policy.
- c) The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

GENERAL EXCEPTIONS

The Company shall not be liable under this policy in respect of

- 1) Any accidental loss or damage and/or liability 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 vehicle insured herein is
 - a) Being used otherwise than in accordance with the 'Limitations as to Use'
 - or
 - b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- 4) (a) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

(b) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- 5) Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6) Any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental 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.

DEDUCTIBLE

The Company 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.

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 accidental 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 or copy thereof 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 or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.
- 2) No admission offer promise payment 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 or 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



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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 Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage 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 vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - a) For total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - b) For partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- 5) The Insured shall take all reasonable steps to safeguard the vehicle insured 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 vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
- 6) The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, 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. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
- 7) If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

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 under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/arbitrators 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 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.



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- 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 answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.
- 9) If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense
- 10) In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy

The Company reserves its right to abide by any order of the court in regard to declaration about the legal heir/heiress and ownership of the vehicle and the nominee will not have any right to dispute such order of the court.

SECTION VII: Tiny Sector and Village & Cottage Industries

Covers loss, damage or destruction of Building and its contents against the risk of Fire, lightning, aircraft damage, riot, strike & malicious damage, storm, tempest, flood, inundation, impact damage, landslide, rockslide, subsidence, bush fire, bursting & overflowing of water tanks and apparatus, earthquake.

Sum Insured

Sum Insured shall be on Reinstatement Value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

Exclusions, Conditions and Excess Clause applicable as per Section I of the Policy

SECTION VIII: Pedal Cycle

Covers loss, damage &/or destruction to the insured pedal cycle arising out of fire, storm, tempest, flood, inundation, riots, strike, malicious damage, earthquake, terrorism, burglary, housebreaking, robbery, holdup and theft.

Sum Insured

Sum Insured shall be on Reinstatement Value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

Excess: Rs 100/- for each and every claim.

Exclusions:

- 1) Any pre existing defect or damages to the pedal cycle at the time of Insurance.
- 2) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- 3) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
- 4) Loss, damage and/ or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company
- 5) loss of or damage to replaceable parts such as valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, objects made of glass, porcelain or ceramics sieves or fabrics;
- 6) Any legal liability arising out of use of pedal cycle.

SECTION IX: Animal Driven Cart Protection

Covers loss damage &/or destruction to the insured's animal driven cart arising out of accidental external means.

Provided that the animal driven cart is not left unattended &/or abandoned at any point of time during the currency of the Policy Period stated in the Schedule.

Sum Insured

Sum Insured shall be on Reinstatement Value. If the Sum Insured is less than the replacement value of property then the Insured shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage. Each insured item if more than one shall be separately subject to this condition.

Excess: Rs. 500/- for each & every claim.

Exclusion:

- 1) Any pre existing defect or damages to the animal cart at the time of Insurance.
- 2) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- 3) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
- 4) Loss, damage and/ or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company
- 5) loss of or damage to replaceable parts such as valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, objects made of glass, porcelain or ceramics sieves or fabrics;
- 6) Any legal liability arising out of use of animal driven cart.

SECTION X: Cash in Safe

Covers loss of money arising out of Burglary, Housebreaking, Robbery, Hold-up & Theft but excluding larceny whilst money is retained at Insured's premises, in safe(s) or strong room described in the Schedule, provided always that the limit of the Company's liability for any one loss shall in no case exceed the amount specified against the respective section in the said Schedule.

EXCLUSIONS: The Company shall not be liable in respect of:

- 1) Shortage due to error or omission
- 2) Loss of money entrusted to any person other than the Insured or an authorized employee of the Insured.
- 3) Due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured.
- 4) Loss of money from safe or strongroom following use of the key to the safe or strongroom or any duplicate thereof belonging to the Insured, unless this has been obtained by threat or by violence.
- 5) due to the use of counterfeit Money;
- 6) occurring elsewhere than within the premises specified in the policy;
- 7) Resulting from the insured's voluntarily parting with Money or induced to do so by deception
- 8) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under the policy shall be forfeited.

Voluntary Excess (Applicable to all Sections except Section VI):

The Insured can avail additional discount by opting for higher deductibles.

Voluntary Excess	Discount (%)
2 times normal excess	5
5 times normal excess	10
10 times normal excess	15

General Exclusions (Applicable to all Sections except Section VI)

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

- A) Consequential loss or damage or punitive damage.
- B) Gold, silver or articles made of precious metals, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, motor vehicle unless specifically insured.
- C) Any goods lying outside such portion of the Premises insured as is enclosed, unless specifically insured.
- D) Loss or damage where any inmate or member of the Insured's household or his business staff or any other person lawfully in the premises is involved in the actual theft or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- E) Loss, damage and/or liability caused by or arising out of the willful act, willful neglect or gross negligence of the Insured or his responsible representatives.
- F) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
- G) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with war, invasion, act of foreign enemy, hostilities or civil war, rebellion, revolution, insurrection, warlike operation (whether war be declared or not), usurped power or civil commotion or loss or pillage in connection therein or confiscation or detention by the order of any Government or public authority.



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- H) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- I) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- J) Consequential Loss or Legal Liability of any kind.
- K) Loss damage and/ or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives.

Conditions (Applicable to all Sections except Section VI)

- 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) **DUTY OF DISCLOSURE:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- 3) **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- 4) **CLAIMS PROCEDURE:**

(i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the 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.

- 5) **INDEMNITY:** The Company may reinstate, repair or replace the property lost or damaged, as the case may be, instead of paying the amount of the loss or damage. Upon payment of any claim for loss under this Policy, the property in respect of which the payment is made shall belong to the Company.
- 6) **AVERAGE:** If the property hereby insured shall at the time of any loss or damage the 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.



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- 7) **CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other Insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- 8) **SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 9) **FRAUD:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.
- 10) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 15 days' notice in writing by Regd. A.D. To the Insured at his last-known address, in which case, the Company shall return to the Insured, a proportion of the last premium, corresponding to the unexpired period of Insurance.

The Insured may also give a 15 days' notice in writing to the Company for the cancellation to this Policy, in which case, the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

SHORT PERIOD SCALE

Policy Period Required	% of Annual Rate
Not exceeding 1 week	12.5 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	37.5 % of Annual Rate
Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	62.5 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	87.5 % of Annual Rate
Exceeding 8 months	Full Annual Rate

- 11) **ARBITRATION AND DISCLAIMER:** If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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 under or in respect of this Policy.

It is hereby 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 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 twelve calendar months from the date of such



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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

- 12) **OBSERVANCE OF TERMS AND CONDITIONS:** 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 shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 13) **OMBUDSMAN:** Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.
- 14) **RENEWAL NOTICE:** The Company shall not be bound to issue any renewal notice or to accept renewal premium thereunder.

Complaints / Grievance Redressal System

Shriram General Insurance Company Limited has put in place a mechanism administered by the Complaints / Grievance Co-ordinator who can be reached at the Corporate Office at the address mentioned herein below:

Contact Person: Hemant Kumar Sharma, Company Secretary
 Contact Address: Shriram General Insurance Co. Ltd.
 E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022
 Grievance Cell No.: 1800-180-7474, 1800-300-30000
 E-mail ID: md@shriramgi.com
 Fax No.: 91-141-2770693

Customized grievance Settlement Machinery:

In case, the customer is not satisfied with the decision taken by the office in respect of a service, he/she can appeal against the decision in the following manner:

- (a) If not satisfied with the decision taken by the dealing officer, can appeal to the Branch Manager.
- (b) In case not satisfied with the reply given by the Branch Manager, matter may be brought to the notice of Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD.

You can also reach us by email or register their complaints on the website of the Company. You may please take note that in case you are not satisfied with the complaint redressal procedure or complaint /resolution from the Company, you can approach the Insurance Ombudsman located in your region. The list of Ombudsmen are as under:

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
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AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Tel.079- 27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR - 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D . CHANDIGARH - 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 Tel. 044-24333678 Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

NEW DELHI	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI - 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajashtan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI - 781 001 Tel. : 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD - 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM - 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

KOLKATA	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA - 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra