

AGRICULTURE PUMPSET INSURANCE POLICY

Preamble:

Whereas the **Insured** described in the Schedule hereto has applied to **SBI General Insurance Company Limited** (hereinafter called 'the Company') by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

Operative Clause:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured for the loss or damage occasioned on the Farm to the Insured's Agriculture Pump Set, if caused by:

- a. Fire and /or lightning
- b. Theft/burglary (due to violent forcible entry, provided the Pump Set is kept in a locked enclosure).
- c. Mechanical/Electrical Breakdown.
- d. Riot, Strike, Malicious damage.
- e. Earthquake

If the Company accepts a claim then it will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set including the cost of transportation to the closest repairer, wherever applicable.

Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy:

"Accident or Accidental" - Sudden, unforeseen, uncontrollable unintended, fortuitous visible and external event.

"Agriculture Pump Set" - A pump set which is used purely for agricultural purposes and is driven by electricity or other fuel.

"Burglary" –the act of entry into or exit from a premise unlawfully, forcibly and violently with the intention of committing an act of crime.

"Declaration" –Explicitly written or verbal statement/ information provided by the Insured during the course of Insurance, which forms the basis of this contract.

"Excess" - The amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.

"Farm" - The place described in the Schedule comprising a single operating unit from which the Insured's Farm Business/Agricultural Business is conducted, so long as the Insured's Farm Business is conducted from that place.

"Insured" – You and/or person(s) named in the policy schedule.



“Policy” - The Proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

“Policy Period” - The period between the commencement date and the expiry date shown in the Schedule.

“Proposal Form” - the application form for Insurance Cover submitted to the Company along with all information and declarations which has enabled the Company in considering whether and on what terms to offer this insurance.

“Pump Sets” - The Pump Sets specified in the Schedule.

“Schedule” - The Schedule attached to and forming part of this Policy.

“Sum Insured” - The amount stated in the Schedule by any Cover, which shall be the Company’s maximum liability under this Policy.

“Theft” – a criminal act in which Pump Set is stolen or taken away by unlawful or felonious means with intent to deprive the Insured of his Pump Set.

“Exclusions” - Unless specifically stated to be covered, the Company has no liability and will not make any payment under this Policy for any claim caused by or arising from any of the following –

1. loss or damage for which the manufacturer or supplier of the Pump Set is responsible;
2. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
3. any maintenance costs for the Pump Set or any replacement parts which are consumable in nature;
4. The cost of rectifying functional failures unless due to an insured event covered under this Policy.
5. The Insured’s:
 - a. consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b. legal liability;
 - c. any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
6. Any fault or defect existing at the commencement date of this insurance. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
7. Liability more specifically insured elsewhere;
8. Any claim in which the Insured, his servants, family, household or persons engaged in or upon the service of the Insured are involved or are alleged to be involved;

9. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
10. War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or loss of or damage to property by or under the order of any government or public authority;
11. Flood, storm, cyclone or other convulsions of nature or atmospheric disturbances;
12. Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property;
13. Loss or damage caused by terrorism.

Special Conditions:

1. In event of claim, the Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
2. In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of Sum Insured or actuals whichever is lower subject to deduction of salvage value of burnt copper and applicable excess.

General Conditions

1. Every notice and communication to the Company in respect of this Policy shall be in writing and be addressed to the nearest office of the Company.
2. The due observance of and compliance with the terms, provisions, warranties and conditions 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 under this Policy.
3. The Insured, Family, household, or persons engaged in or upon the service of the Insured shall:
 - a. Take all reasonable precautions to prevent loss, destruction, damage, Accident, bodily injury or any other matter for which a claim might be made under this Policy;
 - b. After an insured event has taken place, do or cause to be done everything necessary to minimise the quantum of any claim that may be made;
 - c. Ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
 - d. when the Farmhouse or Buildings are left unattended or unoccupied, ensure that all means of entry to or exit from them have been properly and safely secured and any security system or aid has been properly deployed;

- e. comply with all statutory and regulatory requirements and any safety regulations imposed by any authority;
 - f. if any defect is discovered, by complaint or otherwise, take immediate steps to remedy or rectify the same and in the meantime take or cause to be taken such temporary precautions as may reasonably be required in the circumstances;
 - g. exercise all reasonable care and diligence in the selection of employees or other persons engaged or to be engaged in or upon the service of the Insured;
 - h. not knowingly permit or cause or suffer anything to be done or not done whereby the risks hereby insured against are increased;
 - i. properly maintain Pump Set and use the same or ensure that they are used only in accordance with the manufacturers recommendations and/or within capacity.
4. Without derogation from any Special Conditions applicable to a particular Cover, it is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy, the Insured shall:
- a. immediately and in any event within 14 days give written notice of the same to the Company, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief;
 - b. In case of burglary or theft or any criminal act, the Insured will immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company;
 - c. within 28 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
 - d. expeditiously provide the Company, its representatives and appointees with all the information, assistance, records and documentation that they might require;
5. Where a damaged item can reasonably be repaired or reinstated at a cost less than the replacement cost, then the Company will pay the repair or reinstatement cost limited to the cost of repairing or restoring the item to its condition immediately before the happening of the insured event. No depreciation shall be deducted other than for parts with limited life.
6. In case of total loss, the Company will pay the actual value of the item as it was immediately before the occurrence of the loss including erection and such actual value to be calculated by deducting proper depreciation from the replacement value of the item. However, minimum depreciation shall be 10% per year subject to maximum deduction of 75%. The Company will also pay normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

7. All items that can be insured under this Policy must be insured at the reinstatement value as at the commencement date of the Policy Period, which means reinstating the item of the same kind or type but not superior to or more extensive than the insured item when new as on date of the loss. If items insured have been insured at a value less than their reinstatement value, then the Company's payment shall be proportionately reduced and the Insured shall be considered his own insurer of the difference.
8. If, at the time of any claim under this Policy there is or but for the existence of this Policy would be any other policy of insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
9. The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
10. The Company shall not be liable to make any payment for a claim made under the policy until such time as it has been fully satisfied by the Insured of the existence and amount of a claim and the Company's liability for it.
11. If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.
12. The Company or its representatives may at any time undertake an inspection of any property or items insured hereunder and shall be entitled to the Insured's full cooperation and assistance in such inspection in terms of permitting access and providing information or documentation.
13. The Insured shall comply with recommendations for improvements or risk minimisation made by the Company (with or without an inspection) within the time period specified.
14. The cover afforded under this policy shall stand cancelled and no payment shall be made hereunder if the ownership of the insured pumpset passes from Insured to any other person or entity otherwise than by the operation of the law.
15. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per the table given here below, Provided there is no claim till the date of cancellation.

Period of Insurance	% of Annual Premium Retention
Up to one month	25% of annual rate
Up to three months	50% of annual rate
Up to six months	75% of annual rate
Exceeding six months	Nil

This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to refund a rateable proportion of the premium for the unexpired term from the date of the cancellation. Such cancellation will be on grounds of incorrect statement, mis-declaration, misrepresentation, fraud, non-disclosure or suppression of material facts or non-cooperation of the Insured.

Cancellation of long term Policies:- If a long term Policy issued with Policy period above 1 year is cancelled by the Insured, than premium for the year which is fully utilised by the Insured will be retained in full by the Company. For current year, the premium will be refunded either on short period scale basis (If cancelled by the Insured) or on prorata basis (If cancelled by the Company). For the year which has not commenced, the premium will be refunded in full. Long term discount allowed on the Policy will be readjusted if the Policy is cancelled 2nd year onwards.

16. This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Insurer on or before the date of expiry of the Policy or of the subsequent renewal thereof. However the Company shall not be bound to accept any renewal premium nor to give notice that such renewal premium is due.
17. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such dispute/difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto 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 the 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 dispute or difference 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

18. The company will offer to settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of necessary documents, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.
19. The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.
20. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law.
21. Reasonable Care:- The Insured shall take all reasonable and proper steps to safeguard and protect property against any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy .
22. Declaration
 - a. The Company shall have no liability towards any claim arising under this policy if You make any false/ incorrect declaration/information in the proposal form for insurance, which is material for accepting the risk and offering the cover under the policy.
 - b. The Company further understands that You have read the policy and prospectus and have understood the implications of the contents prior to affixing your signature on the proposal from.
 - c. The Insured further undertakes that the responsibility of the declaration signed or recited by the Insured will be binding on all other persons included in the Policy and thus agree to indemnify the Company in any loss arising consequent to their non-adherence or challenging any of the Policy terms and conditions.

23. **Transfer of Interest:** - The insurance Policy forms a contract between the Company and the Insured. The Person under the Policy is not eligible to transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person as specified under this Policy, without specific prior approval in writing from authorized officer of the Company.
24. **Governing Law:** - The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this policy shall not be waived or changed except by endorsement issued by the Company.
25. **Entire Contract:** - The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.
26. **Due Observance:-** The due observance of and compliance with the terms, provisions, warranties and conditions 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 the Company's liability under this Policy.
27. **Grievances:** - The Grievance Redressal Cell of the Insurer looks into complaints from Insured's. If the Insured has a grievance that the Insured wishes the Insurer to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance. Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears on our website.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org.

Offices	Areas of Jurisdiction	Addresses of the Ombudsman Offices
Ahmedabad	Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
Bhopal	Madhya Pradesh and Chattisgarh.	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email: insombmp@satyam.net.in
Bhubaneswar	Orissa.	62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220 Fax: 0674-2531607 Email: susantamishra@yahoo.com , ioobbsr@vsnl.net
Chandigarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
Chennai	Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: insombud@md4.vsnl.net.in
Delhi	States of Delhi and Rajasthan.	2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
Hyderabad	Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email: insombud@hd2.vsnl.net.in
Kochi	Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email: insuranceombudsmankochi@hclinfinet.com
Kolkata	West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
Lucknow	Uttar Pradesh and Uttaranchal.	Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Lucknow , LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
Mumbai	Maharashtra and Goa.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: ombudsman.i@hclinfinet.com
Guwahati	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.