

**UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED**  
**Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,**  
**Andheri (West), Mumbai – 400 058**

**Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,**  
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**Tel: 0091 22 4067 9000**

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## **FARMER'S PACKAGE POLICY**

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

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

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

### **DEFINITION OF WORDS**

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

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

11. **Surrounding Structure** shall mean

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

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

b) Contents shall mean

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

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

## **12. BASIS of Claims Settlement:**

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

a. Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then we will indemnify you in respect of expenses necessarily incurred to restore the affected item to its state immediately prior to the happening of the insured event.

b. In case of a total loss, we will pay you in respect of restoration or replacement costs. We shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the insured even.

c. Unless otherwise expressly stated in particular section, if the value of the insured property shall at the time of any insured event be collectively of greater value than the sum insured thereon then you shall be considered as your own insurer of the difference

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and shall bear a rateable proportion of the loss or damage. Every item, if more than one, of the policy shall be separately subject to this condition.

**Coverage**

**SECTION 1:**

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

<b>WHAT WE COVER</b>	<b><u>WHAT WE EXCLUDE</u></b>
<p>Loss or Damages directly caused to your property covered by insured perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> <li>1. Fire</li> <li>2. Lightning</li> <li>3. Explosion / Implosion.</li> <li>4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.</li> <li>5. Riot, Strike and Malicious Damage:- Visible physical Damage by external violent means directly caused to the property insured.</li> <li>6. Earthquake– Damage to property insured including by fire occasioned by or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide/rockslide resulting there from.</li> </ol>	<p>Loss, damage or destruction caused to the insured property by</p> <ol style="list-style-type: none"> <li>1. Pressure waves.</li> <li>2. <ol style="list-style-type: none"> <li>a. Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.</li> <li>b. Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.</li> </ol> </li> <li>3. Vehicle/ pedal cycle/ livestock, poultry, cattle-head and the like belonging to or owned by You or Your Family.</li> <li>4. a) Normal cracking, settlement or bedding of new structures (New structures means any building which is less than 5 years old)</li> </ol>

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<p>7. Strom, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.</p> <p>8. Impact Damage by any rail/road vehicle or animal by direct contact.</p> <p>9. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the whole or part of site on which the insured property stands or landslide/rockslide.</p> <p>10. Bursting and overflowing of water tank, apparatus and pipes.</p> <p>11. Missile testing operations.</p> <p>12. Leakage from automatic sprinkler installations.</p> <p>13. Bush Fire.</p> <p>14. Terrorism as per Indian Terrorism Pool.  Terrorism means an act, <u>including</u> but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purpose, including the intention to influence any government and/or to put the public or any section of the public in fear.</p>	<p>b) Settlement or movement of made up ground.</p> <p>c) Coastal or river erosion.</p> <p>d) Defective design or workmanship or use of defective material</p> <p>e) Demolition, construction, structural alteration or repair of any property or ground work or excavation.</p> <p>f) Repairs or alteration to Your Home.</p> <p>g) Repairs, removal or extension of the sprinkler installation.</p> <p>h) Defects in construction known to You.</p> <p>5. Pollution or contamination.</p> <p>6. Forest Fire.</p> <p>7. Loss, destruction or damage caused to the insured property by</p> <p>(i) Its own fermentation, natural heating or spontaneous combustion.</p> <p>(ii) It's undergoing any heating or drying process.</p> <p>(iii) Burning of property insured by order of any Public Authority.</p> <p>8. Loss of or damage to articles of consumable nature</p> <p>9. Loss or damage to money, securities for Money and Valuables unless specifically stated in the pricing schedule.</p> <p>10. Loss or Damage to Bio-Gas Plants.</p> <p><b><u>Deductible:</u></b></p> <p>11. 5% of claims amount for Act of God Perils ( Lightning, Storm, Tempest, Flood, Inundation and the like, subsidence, landslide, rockslide, earthquake subject to to a minimum of Rs. 10,000/- .However the deductible is not applicable for loss or damage to items 1&amp; 2 of the schedule.[ Building &amp; household contents]</p>
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**SPECIAL CONDITION APPLICABLE TO SECTION 1:**

If the property hereby insured shall at the breaking out of any fire or at the commencement of destruction of or damage by any of the insured perils be collectively of greater value than the sum insured thereon, then you shall be considered as your own insurer for the difference and shall bear a rate able proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the event of such fire or at the commencement of such destruction of damage be not less than 85% of the collective value of the property insured, this condition shall be of no purpose and effect.

**SECTION 2**  
**Burglary & Theft**

**Definitions:**

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

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>Loss or Damages directly caused to properties covered under Section 1 by Theft including larceny, theft or attempted theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.</p> <ul style="list-style-type: none"> <li>• Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points)</li> </ul> <p>caused by actual or attempted burglary and/or robbery during the policy period.</p>	<ul style="list-style-type: none"> <li>• Loss or damage from any yard, garden outbuilding (including sheds or garages not attached to the building) or any other property outside the confines of the premises unless specified in the Schedule</li> <li>• Valuables and cash in safe , unless specifically covered in the Schedule</li> <li>• Loss or damage of motor vehicles, trailers unless shown in the schedule</li> <li>• Loss or damage in which you, your employees or any other person lawfully on or about your premises is or is alleged to be in any way concerned or implicated</li> <li>• Loss or damage resulting from an act of Riot, Strike, Malicious Damage.</li> <li>• Terrorism</li> </ul>

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	<ul style="list-style-type: none"><li>• Damage to glass and sign boards</li><li>• loss or damage to livestock and pedal cycles</li><li>• Loss or damage to contents or stock when the premises are left unoccupied for more than 60 consecutive days unless the same has been reported to us in writing and our written approval obtained.</li><li>• Any consequential loss or legal liability</li></ul> <p><b><u>Deductible:</u></b></p> <ul style="list-style-type: none"><li>• First Rs 1000/- under each and every claim</li></ul>
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**Section 3**

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

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



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**1. A. BASIS OF CLAIM SETTLEMENT**

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

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

- (ii) Cost of dismantling, the cost of transportation to the repair shop and back to the Insured's premises and the cost of re-erection arising out of any damage to the pump set up to a maximum of 2% of the Sum Insured will also be borne by Us where the claim as per i) above is payable.
- b) If the cost of the repairs exceeds the actual value of the Pump set insured immediately before the occurrence of the loss or damage, the settlement shall be made on the basis of total loss subject to
- (i) Depreciation of 10% per year or part thereof of the erected value on the age of the Pump set. Maximum depreciation would be 50% of erected value of Pump set.
- (ii) In case of submersible pump set our liability for total loss claims where pump set cannot be retrieved/ recovered is restricted to 50% of Sum Insured.
- c) Except in case of total loss, We will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement have taken place as the case may be.

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**Section 4**  
**Animal Driven Cart**

What We Cover	What We Exclude
<p>I. Physical loss or damage to the cart and /or its accessories whilst thereon (mentioned in the schedule) caused by:</p> <p>(a) accidental external means,            (b) Fire, external explosion, Lightning, Flood, Burglary, House breaking or Theft,            (c) Riot &amp; Strike , Malicious act</p> <p>2 Value of the animals used for pulling the Cart in case of death following an accident to the insured cart, provided that the animal(s) are insured under the Policy</p> <p>3 In respect of Liability to Third party and passengers in the event of accident caused by or arising out of the use of the cart including while loading or unloading of goods including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:</p> <p style="margin-left: 20px;">a. Death of or bodily injury to any person other than a person in the service of or acting in any capacity either for the Insured or for any sub-contractor of the Insured and</p> <p style="margin-left: 20px;">b. Damage to property other than property belonging to the Insured or being carried in the cart or held in trust or in the control of the Insured or his employees or sub-contractors, where such damage is not recoverable under any other Policy of</p>	<p>(a) loss of or damage to accessories by burglary, house breaking or theft unless the cart is also stolen at the same time</p> <p><b><u>Deductible:</u></b></p> <p>(b) First Rs. 100/- in respect of any loss or damage to the cart insured under this Policy.</p> <p>(c) Any accident, loss, damage and/or liability caused, sustained or incurred after any variation in or termination of the Insured's interest in the cart.</p> <p>(d) Any accident, loss, damage and/or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose.</p> <p>(e) We shall not be liable in respect of any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with typhoon, hurricane, storm, cyclone volcanic eruption or other convulsions of nature.</p> <p>(f) Whilst the Insured or any other person driving the cart with the consent of the Insured is under the influence of intoxicating liquor or drug.</p> <p>(g) In the event of any claims hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the We shall not be liable to make any payment in respect of such a claim.</p> <p>(h)</p>

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<p style="text-align: center;">Insurance</p> <p>Provided that the sums payable in respect of any one accident shall not exceed Rs. 10,000/- or in respect of all accidents in a year shall not exceed Rs.25, 000/-</p>	<p>Damage to hard or pneumatic rubber tyres whenever fitted unless the cart is damaged at the same time, when our liability shall be limited to Fifty percent (50%) towards the cost of replacement</p>
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<p><b>Section 5</b>  <b>CATTLE INSURANCE</b></p>
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What We Cover	What We Exclude
<p>The loss of life of any animal owned by you and covered under the policy whilst within the geographical area specified in the Schedule by accident or Disease or surgical operation performed during the period of insurance subject to the limits specified in the Schedule</p>	<ul style="list-style-type: none"> <li>a) Malicious or willful injury or neglect, over loading, unskillful treatment or the use of animal for purpose other than stated in the Policy without our consent in writing.</li> <li>b) Disease contracted prior to the commencement or risk.</li> <li>c) Any claim arising due to disease contracted within 15 days from the date of commencement of this Insurance unless such Insurance is a renewal without any break of a Policy that had been in force immediately preceding the renewal.</li> <li>d) Diseases such as Rinderpest, Black Quarter, Hemorrhagic Septicemia, Foot &amp; Mouth, Anthrax, Theileriasis etc., unless the animals are vaccinated and necessary Veterinary Certificate is submitted.</li> <li>e) Intentional killing of the animal except in cases where it is necessary to terminate incurable suffering on humane consideration on the basis of the certificate issued by qualified Veterinary Surgeon or in cases where killing is resorted to by the order of lawfully constituted authority.</li> <li>f) Transport by air and sea.</li> <li>g) Transport by land by any means beyond 80 kilometers from the place of stabling.</li> <li>h) Theft or clandestine sale of the insured animal.</li> <li>i) Consequential loss, however arising.</li> <li>j) We would entertain the claims on the basis of Market value certified by Veterinary Surgeon or Sum Insured whichever is less.</li> <li>k) Claims arising outside the geographical area in situations like drought,</li> </ul>

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	epidemics and natural calamities, necessitating movement of insured animals, are payable. Relaxation of the aforesaid nature can be extended to movement of Sheep and Goat from lower to higher altitude as per weather conditions prevalent in the area.
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### **Special Conditions**

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

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## **SECTION 6**

### Janata Personal Accident

#### **Definitions:**

#### **SECTION III- JANATA PERSONAL ACCIDENT**

We provide insurance under this Section for any bodily injury which solely and directly causes Insured Person's death or disablement within 12 months of injury. We shall pay You or Your assignee/ legal representative the sum or sums hereinafter set forth in Table of Benefits.

#### **DEFINITION**

1. **Insured Person**

You or any member of Your Family at Your Home aged between 5 years and 60 years, named in the Schedule.

2. **Capital Sum Insured:**

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

3. **Injury**

Accidental bodily injury solely and directly caused by external, violent and visible cause.

4. **Accident**

It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.

5. **Loss of Limbs**

Physical separation of one or more hands, feet and / or eyes or permanent and total loss of use of one or more hands or feet or eyes

6. **Permanent Total Disablement**

The bodily injury that totally, permanently and irrevocably prevents the insured person from engaging in any kind of occupation.

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WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting in the death or disablement to you as per the Table of Benefits.</p> <p>We shall pay to you or your legal personal representative / nominee the compensation set forth in Table of Benefits ( as percentage of Capital Sum Insured..)</p>	<ol style="list-style-type: none"><li>1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li><li>2. Any other payment after a claim under one of the benefits 1,2,3 and 4 in Table of benefits has been admitted and becomes payable.</li><li>3. Any payment in case of more than one claim under this section during any one period of Insurance by which our liability in that period would exceed CSI</li><li>4. Payment of compensation in respect of injury as a consequence of<ul style="list-style-type: none"><li>• Committing or attempting suicide, intentional self-injury.</li><li>• Whilst under influence of intoxicating liquor.</li><li>• Drug addiction or alcoholism.</li><li>• Whilst engaged in any adventurous sports.</li><li>• Committing any breach of law with criminal intent.</li></ul></li></ol>

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<b>TABLE OF BENEFITS</b>	<b>PERCENTAGE OF CAPITAL SUM INSURED</b>
1. Death	100
2. <b>a)</b> Loss of sight (both eyes) <b>b)</b> Physical separation of or loss of ability to use both hands or both feet <b>c)</b> Physical separation of or loss of ability to use one hand and/ or both feet <b>d)</b> Loss of sight of one eye and physical separation of or loss of ability to use either one hand or one foot	100 100 100 100
3.a) Loss of sight of one eye b) physical separation of or use of ability to use one hand or one foot	50 50
4. Permanent Total and absolute disablement	100



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**Section 7**  
**Bio Gas Plant**

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

**Special Conditions**

- (a) No claim under this section shall be admissible unless accompanied by a claim in respect of the Dwelling and / or surrounding structures.
- (b) The Condition of Average as mentioned under 12 c of the definitions shall not apply if the Sum Insured under this Section, shall at the time of the operation of any peril insured against under this section, be not less than 85% (eighty five percent) of the collective value of the property insured under this Section.

**Basis of Claims Settlement:**

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

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<p><b>SECTION 8</b></p> <p><b>Tractor Insurance</b></p> <p><b>Including Trailer &amp; Implements to be used for Agriculture Purposes</b></p>
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<b>WHAT WE COVER</b>	<b><u>WHAT WE EXCLUDE</u></b>
<p align="center">Section I</p> <p>Loss or Damages directly caused to your vehicle and other accessories if covered by insured perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> <li>1. Fire, explosion, self ignition and/or lightning</li> <li>2. Burglary, housebreaking or theft</li> <li>3. Riot &amp; Strike</li> <li>4. Earthquake ( fire and shock damage)</li> <li>5. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, Hailstorm &amp; frost.</li> <li>6. Accidental external means</li> <li>7. Malicious act</li> <li>8. Terrorist activity</li> <li>9. whilst in transit by road, rail, inland waterway lift, elevator or Air</li> <li>10. landslide rockslide</li> </ol> <p align="center">Section II-</p> <p>I(i) Death of or bodily injury -- Such amount as is necessary to meet the requirements of the Motor Vehicle Act 1988</p> <p>I(ii) Damage to Third Party Property--- Rs.7.5 lacs/- unless restricted cover is opted by you.</p>	<ol style="list-style-type: none"> <li>1. Any claim arising out of contractual liability.</li> <li>2. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is               <ol style="list-style-type: none"> <li>a) Being used otherwise than in accordance with the Limitation as to use or</li> <li>b) being driven by or is for the purpose of being by him/her in the charge of any person other than a Driver as stated in the Driver's clause</li> </ol> </li> <li>3. Any accidental loss or damage or liability directly or indirectly caused by or contributed by or arising from nuclear weapons / material</li> <li>4. We shall not be liable for each and every claim under Section –I (loss of or damage to the Vehicle insured) of this policy in respect of the deductible stated in the schedule.</li> <li>5 We shall not be liable to make any payment in respect of :               <ol style="list-style-type: none"> <li>a) consequential loss, depreciation, wear and tear ,mechanical or electrical breakdown failures or breakages</li> <li>c) Damages to Tyres &amp; Tubes unless the vehicle insured is damaged at the same</li> </ol> </li> </ol>

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	<p>time in which case the liability of the We shall be limited to 50% of the cost of replacement</p> <p>d) Loss of or damage to accessories by burglary ,housebreaking or theft unless the vehicle is stolen at the same time ,and</p> <p>e) Any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.</p> <p>f) <b><u>Deductible:</u></b> 0.5% of IDV of the vehicle subject to a minimum of Rs.2000/- in case of own damage section of the policy.</p>
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## **GENERAL CONDITIONS**

### **1. Notice:**

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

### **2. Reasonable care:**

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

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

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

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

The Geographical Limit of this Policy and jurisdiction shall be India except for Section - Personal Accident, where Geographical Limit will be worldwide. All claims under this policy shall be settled in Indian Rupees only.

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

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

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

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

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

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

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

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

1. Duly completed Claim form
2. Fire Brigade Report ( in case of loss or damage by Fire)
3. First Information report & Non-traceable certificate ( incase of theft and burglary)
4. Meteorological report ( incase of loss or damage by Flood, Storm etc)
5. Estimate for repairs/replacement
6. Invoice/ Bills/Receipts
7. F.R. where ever applicable.
8. Any other documents as required by the insurer

## **6. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Up to 1 month	25% of annual premium
Above 1 month and up to 3 months	50% of annual premium
Above 3 months and up to 6 months	75% of annual premium
Above 6 months	100% of annual premium

## **7. FRAUD**

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

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**8. CONTRIBUTION:**

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

**9. RIGHTS AND RESPONSIBILITIES:**

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

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- (b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- (d) Sell any such property or dispose of the same for account of whom it may concern.

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

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

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

**10. SUBROGATION:**

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

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#### **11. ARBITRATION**

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.

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

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

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## **GENERAL EXCLUSIONS**

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

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority
- Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same
- Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of Terrorism
- Loss or damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with an action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism. If the We alleges that by reason of this exclusion any loss, damage, cost or expense is not covered by this insurance the burden proving the contrary shall be upon the insured

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

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

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

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

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



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

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.