

AGRICULTURAL PUMPSET POLICY

WHEREAS the Insured named in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein applied to HDFC CHUBB General Insurance Company Ltd. (hereinafter called "the Company") and has paid premium as consideration for insurance in respect of accident or unforeseeable and sudden damage to insured Pumpset occurring during the Period of Insurance stated in the Schedule. The Company will, subject to the terms, conditions and exclusions contained herein or endorsed hereon, at it's sole option, by payment, repair or reinstatement, indemnify the Insured against accidental, unforeseen and sudden physical damage caused by or arising solely due to any of the following perils (i) Fire and /or Lightning (ii) Burglary or Theft of submersible Pumpsets and Burglary or Theft of a non-submersible Pumpset following upon forcible and violent entry into a securely locked or fastened permanent enclosure where such a non-submersible Pumpset is lodged (iii) Mechanical or Electrical Breakdown (iv) Riot, Strike or Malicious damage; to any Pumpset specified in the Schedule whilst at the premises therein mentioned provided such Pumpset is used of agricultural purposes (hereinafter referred to as "Insured Perils").

The liability of the Company for any one item in the Schedule shall not exceed the Sum Insured set out against such item in the Schedule.

DEFINITIONS

Deductible excess / franchise as stated in the Schedule is the first part of every claim which is to be first borne by the Insured. However, where more than one item in the Schedule is lost or damaged in one and the same occurrence, the Insured shall not be called upon to bear more than the highest deductible excess / franchise applicable to any one such insured item.

Market Value means Reinstatement Value less depreciation.

Pumpset means a submersible or non-submersible pump of horsepower rating not exceeding 25 H.P., its driving unit, switches, wiring and starter.

Reinstatement Value means the cost of replacing or reinstating a Pumpset of the same kind or type but not superior to or more extensive than the insured Pumpset when new.

Sum Insured in respect of a Pumpset means the amount indicated as such in the Policy Schedule and is the maximum sum payable as a whole under the Policy during the Period of Insurance indicated in the Schedule for all the insured perils.

EXCLUSIONS

THE COMPANY SHALL NOT BE LIABLE IN RESPECT OF LOSS, DAMAGE AND / OR LIABILITY CAUSED BY OR ARISING FROM OR IN CONSEQUENCE DIRECTLY OR INDIRECTLY OF:

1. (a) Acts of Terrorism. Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(b) War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(c) Ionising radiation or contamination by radioactivity from any source whatsoever.

(d) Nuclear weapons material.

(e) Floods.

2. Normal wear and tear, gradually operating cause such as aging, deterioration due to atmospheric conditions or otherwise, rusting, corrosion or warping.
3. Loss, damage or liability caused by or arising out of the willful act or willful gross negligence of the Insured or his representative.
4. Loss, damage and / or liability due to faults existing at the time of commencement of this insurance which are known to the Insured or his representatives, regardless of whether such faults or defects were known to the Company.
5. Loss or damage for which the manufacturer or supplier of the Pumpset is responsible either by law or under contract.
6. The cost of dismantling, 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 Pumpset.
7. Faulty workmanship, defective design or material or manufacturing defect in the Pumpset.
8. Process of cleaning, maintenance, repair or dismantling of the Pumpset.
9. Consequential or indirect loss or damage which is not the direct result of insured perils, or apprehended loss or damage or contractual liability or legal liability of any kind.
10. A pumpset with a horsepower rating in excess of 25.

In any action, suit or other proceeding where the Company alleges that by reason of any 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.

PROVISIONS

Subject to the terms, conditions, exclusions contained herein or endorsed hereon, the Company shall be liable under this Policy provided:

1. Sum Insured for a Pumpset shall be equal to 100% of its market value at the time of issuance of cover.
2. BASIS OF INDEMNITY: (a) In case where damage to insured Pumpset can be repaired, the Company will pay expenses necessarily incurred to restore the damaged Pumpset to its former state of serviceability. However, if the cost of such repairs equals or exceeds the Sum Insured, the claim will be settled on the basis set out in (b) below.

(b) In case of total loss claims i.e. claims equal to or exceeding the Sum Insured, these will be paid subject to depreciation at the rate of 10% per year provided the Pumpset can be retrieved. A maximum

depreciation rate of 75% will be charged for a non-submersible Pumpset. For a submersible Pumpset, maximum depreciation rate shall be 50% .

(c) Theft and Burglary claims will be settled subject to FIR being lodged by an Insured with the nearest police station and the Police issuing a final investigation report. A burglary claim for a non-submersible Pumpset or a claim for its theft following on forcible and violent entry will be considered provided the Pumpset was lodged in a securely locked or fastened permanent enclosure.

(d) The Company will make payment under sub-clauses (a) and (b) above only after being satisfied by production of necessary bills and documents that repairs have been carried out or replacements have been effected, as the case may be.

(e) The net charges allowed for claims of rewinding burnt motor coils shall be subject to the maximum amounts set out below.

H.P	Net charges payable for non-submersible Pumpset	Net charges payable for submersible Pumpset
0.5-3	600	1500
5-7	800	1500
7.5	1000	2000
10	1300	2500
12.5	1500	3000
15	1900	4000
20	2100	4500
25	2400	5000

MORTGAGE CLAUSE

It is hereby declared and agreed that in the event of the insured Pumpset being mortgaged with a Bank:

- (1) Upon any moneys becoming payable under this Policy, the same shall be paid by the Company to the bank and such part of any moneys so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- (2) Receipts by the Bank shall completely discharge the Company to the extent of the receipt and shall be binding on all parties insured hereunder.
- (3) If and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this Policy, such notice or other communication shall be deemed to have been sufficiently given if it is given to the Bank.
- (4) Any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- (5) The Insured shall disclose this Policy and the terms, conditions and exclusions hereof to the Bank so that the Bank is aware of and accepts the terms, conditions and exclusions of this Policy.

"Bank" for the purpose of this clause shall mean any person having financial interest in the insured Pumpset.

CONDITIONS

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

1. (a) The Company shall at all reasonable times have the right to inspect and examine the Pumpset insured hereunder.

- (b) No material alteration shall be made or admitted by the Insured whereby the risk of damage is increased, unless the continuance of insurance be confirmed by a memorandum signed by or on the behalf of the Company.
2. The liability of the Company under this Policy in respect of the insured Pumpset or any part thereof sustaining damage for which indemnity is provided, shall cease if the said Pumpset or a part thereof is kept in operation without being repaired to the satisfaction of the Company.
 3. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the corporate office of the Company currently located at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021. No such notice or communication shall be valid unless it contains full particulars of the policy, the Insured Person and other details as may be necessary.
 4. **DUTY OF DISCLOSURE:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or nondisclosure of any material fact, at the sole discretion of the Company.
 5. **REASONABLE CARE:** The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage and minimise any claim arising out of an Insured Peril. The Insured shall also take all steps within their control to avert occurrence of the Insured Perils and, following the occurrence of an Insured Peril, to protect the property insured from further damage or loss. If the Insured or any person on his behalf does not comply with the requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.
 6. **CLAIMS PROCEDURE :** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall -
 - a. give immediate notice thereof in writing to the office of the Company which has issued the Policy or the nearest office of the Company on any of the following facsimile numbers - (Mumbai: 022-56383699; Delhi: 011-51520725; Bangalore: 080-51120477), marked to the attention of 'Rural Officer';
 - b. deliver to the Company, within 14 days, unless the Company extends this period at its sole discretion by not more than 12 months, from the date on which the event giving rise or likely to give rise to a claim under this Policy shall have come to his knowledge, a detailed statement in writing, of the loss or damage, with an estimate of the damage sustained to the Pumpset and the completed claim form;
 - c. lodge a FIR with the nearest Police Station in case of a Burglary / Theft claim;
 - d. preserve the damaged or defective parts and make them available for inspection by any official or surveyor of the Company; and
 - e. submit all reasonable information, assistance and proof in connection with any claim to the Company and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured's premises at which the loss or damage to the Pumpset has occurred for the purpose of investigating the claim. If required by the Company, the Insured will also make a declaration on oath in the legal form desired by the Company affirming the truth of the claim and of any matters connected therewith.
 7. **INDEMNITY:** The Company may at its option reinstate, replace or repair the Pumpset lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but the Company shall not be bound to reinstate 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 Pumpset as it was at the time of the occurrence of such loss or damage or more than the Sum Insured thereon.

8. **AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the policy, shall be separately subject to this condition.
9. **CONTRIBUTION:** If at the time of happening of any loss or damage covered by this policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this policy, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
10. **SUBROGATION:** 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 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.
11. **FRAUD:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.
12. **MISREPRESENTATION :** The Insured shall take due care to describe the insured Pumpset. In the event of any misrepresentation or non disclosure of material fact or adoption of fraudulent means to obtain any benefit, the Policy shall be void without any refund of premium.
13. **BURDEN OF PROOF:** In any action, suit or other proceedings where the Company alleges that by reason of the provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
14. **CANCELLATION:** The Company may at any time, cancel this Policy, by giving seven days notice in writing by Registered post Acknowledgement Due to the Insured at his last known address in which case the Company shall return to the Insured a proportion of the last premium paid by the Insured corresponding to the unexpired period of insurance.

The Insured may also give seven days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall retain premium for the period that this policy has been in force at the Company's short period scales (Table given herebelow), provided no claim has occurred up to the date of cancellation of this Policy. However, if a claim is made under the policy, the Company will retain the entire premium.

Table of Short Period Scales	
Period of Risk(Not exceeding)	Premium to be retained (% of the Annual Rate)
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium.

15. **ARBITRATION:** If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the Insured within 30 days after having been required so to do in writing by the

other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

In case either the Company or the Insured refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

16. **OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfillment of the terms, conditions and endorsement 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 proposal shall be a condition precedent to any liability of the Company to make any payment under this policy.
17. The Company shall not be bound to accept renewal of this policy or give notice that such is due. This Policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that Policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this Policy shall automatically terminate at the expiry of the period for which premium has already been paid.
18. The Insured agrees not to transfer his interest in this policy unless the Company consents to the transfer in writing.
19. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months of the happening of loss or damage unless the claim is the subject matter of pending legal action or arbitration. It is hereby expressly agreed and declared that if the Company disclaims liability to the Insured for any claim hereunder mentioned, and such claim is not, within three calendar months from the date of such disclaimer, 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.
20. No sum payable under this Policy shall carry any interest or penalty.
21. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the cover note, if issued, and / or in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the policy document within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
22. The Policy, the Schedule, the proposal form, riders, endorsements and any memorandum shall constitute 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.
23. Upon settlement of the claim made by the Insured, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The Insured and all persons claiming on behalf of the Insured shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of the Insured or persons claiming on behalf of the Insured for recovery of such amounts from such persons as may be liable. In the event of any such payment being received by the Insured directly or by persons on behalf of the Insured, it shall be made over by him to the Company forthwith.
24. **GOVERNING LAW & JURISDICTION:** This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder.

25. 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.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.