



## FARMERS PACKAGE INSURANCE POLICY

The Insured named in the schedule hereto has made to Royal Sundaram Alliance Insurance Company Limited (herein after called the company) a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein, for insurance contained hereunder and has paid the premium stated for such insurances.

The Company hereby agrees, subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, that if the insured shall sustain loss or damage to property or incur liability or sustain bodily injury during the period of insurance, in respect of which the insured shall have paid and the Company shall have accepted the premium required 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 or the benefits specified herein as the case may be, but not exceeding in any one period of insurance in respect of each of the item specified herein, the sum set opposite thereto respectively.

### GENERAL CONDMONS

**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. Misdescription:** This policy shall be void and all premium paid hereon to the Company shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.

**3. Reasonable care:** The Insured shall take all reasonable care for the safety of the Insured property and precaution to prevent all accident and

**4. Alteration of risk:** All cover under this policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration shall be agreed by the Company in writing.

**5. Claim procedure:** Upon the happening of an event giving rise or which may give rise to a claim under this policy:

- a) The Insured or his representative shall forthwith give notice to the Company with full particulars. A claim in writing shall also be delivered by the Insured at his own expense to the Company within 15 days, with such detailed particulars and proofs, explanation, statement of witnesses as may be required, together with particulars of other insurance covering the same risk.
- b) In the event of a claim under Personal Accident Section under this policy, immediate written notice shall be given by Insured or his legal representative, but in no case later than one month after occurrence of the injury. All certificates, information and evidences whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of Insured or his legal representative/ assignee and shall be in such form and of such nature as the Company may prescribe.
- c) Every letter, claim, writ, summon or other legal process on or any verbal notice of claim against the Insured shall be forwarded to the Company by the Insured upon receipt. The Insured shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. No admission. Offer, payment or indemnity shall be made or given by or on behalf of insured without Company's written consent.
- d) In the event of theft or other criminal act, the Insured shall lodge a complaint with the Police and take all practicable steps to apprehend the guilty person and recover the property lost.
- e) 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.

**6. Indemnity:** The company may at its option pay for the loss or reinstate, replace or repair the property lost or damaged instead of paying the amount of loss or may join 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 be 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 occurrence of such loss or damage nor more than the sum insured by the company thereon.

**7. 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.

**8. Contribution:** If at the time of any claim arising under this policy, there be any other insurance covering the same loss, damage or liability, the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

**9. Subrogation:** 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.

**10. Fraud:** If a claim is in any respect fraudulent or any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the insured or anyone acting on his behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

**11. Cancellation:** This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also be terminated by the Company on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving 15 days' notice to the insured, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of the cancellation.

However in case of insurance granted to tractor /trailer. the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

**12. Arbitration:** If any dispute or difference shall arise 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 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 herein before 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.

**13. Disclaimer:-** 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 or pending reference before ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

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

#### GENERALEXCLUSIONS

The company shall not be liable in respect of:

1. Loss, destruction or damage caused by war; invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a) Ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) The radioactivetoxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. Loss or damage caused by or arising out of wilful act of the Insured or any person acting on his/her behalf.
4. Loss or damage due to terrorism.
5. Loss, destruction or damage caused to the insured property 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
6. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

#### 1-FIRE & ALLIED PERILSINSURANCE

The company will indemnify the Insured in respect of loss of or damage to the buildings/contents whilst contained in the insured premises by:

- a) Fire
- b) Lightning
- c) Explosion/Implosion
- d) Aircraft Damage
- e) Riot, Strike, Malicious and Terrorism Damage
- D) Storm, Cyclone, Typhoon Tempest, Hurricane, Thmado, Flood and Inundation
- g) Impact Damage by Rail/Road vehicle (other than belonging to Insured) or animal
- h) Subsidence and Landslide including Rock slide
- i) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- j) Missile testing operations
- k) Leakage from Automatic Sprinkler Installations
- Q) Bushfire

#### SPECIALEXCLUSIONS

- 1) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10,000/-, 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 policy.
- 2) Loss, destruction or damage to the stocks in cold storage premises

caused by change of temperature.

- 3) Loss, destruction or damage to any electrical and/or electronic 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 (lighting included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machine, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 4) 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.
- 5) Loss by theft during or after the occurrence of any insured peril except as provided under riot, strike and malicious damage cover.
- 6) 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.

#### SPECIAL CONDITIONS

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. The insurance ceases to attach if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
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. 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.

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.

#### Earth quake cover:

This insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured under this section occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lake, reservoirs and rivers and/or Landslide resulting there from.

**Excess clause:** Each and every claim under this cover is subject to a deductible of 5% of each and every claim subject to a minimum of Rs. 10,000/-

**Onus of proof clause:** In the event of insured making any claim for loss or damage under the policy he must (if so required by the company) prove that the loss or damage was occasioned by or through, or in consequence of earthquake.

#### **II-BURGLARY & HOUSEBREAKING INSURANCE**

The company will indemnify the Insured in respect of loss of or damage to the contents whilst contained in the insured premises by burglary and housebreaking. Loss of Jewellery and valuables (only when kept in safe) is covered where the same is specifically declared and insured.

#### **SPECIAL EXCLUSIONS**

The Company shall not be liable in respect of

- i) Loss or damage by burglary and/or Housebreaking where any employee of the Insured or member of the insured's family is concerned as principal or accessory.
- ii) Loss of or damage to livestock, motor vehicles and pedal cycles
- iii) Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones.
- iv) Jewellery and valuables unless specifically opted and declared for insurance.
- v) The first of Rs.200/- of each and every claim

#### **SPECIAL CONDITION**

This section shall cease to attach

- (a) If the premise/site shall have been left uninhabited by day and night for 15 or more consecutive days.
- (b) If any property insured which shall be removed from the premises/site in which it is herein stated to be safe, so far as is expressly provided for in this section or this endorsement

#### **III-RURAL PERSONAL ACCIDENT INSURANCE**

(Death only covers with hospitalisation benefit)

If at any time during the currency of this policy, the insured person shall sustain any bodily injury resulting, solely and directly from accident, caused by external, violent and visible means and if such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the insured, then the Company shall pay the nominee or the legal heir as the case may be, the Capital sum insured stated in the schedule hereto.

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

1. Payment of compensation in respect of death of the insured person
  - (a) from intentional self-injury suicide or attempted suicide
  - (b) whilst under the influence of intoxicating liquor or drugs
  - (c) whilst engaging in aviation or whilst mounting into dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in world
  - (d) directly or indirectly caused by venereal disease or insanity
  - (e) arising or resulting or resulting from the insured committing any breach of the law with criminal intent.
2. Death resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

#### **HOSPITALISATION COVER**

If at any time during the currency of this policy the insured, having opted for additional hospitalisation cover and paid the premium, shall sustain any bodily injury resulting, solely and directly from accident, caused by external, violent and visible means and if such injury shall be the sole and direct cause of the admission of the insured as inpatient at any nursing home or hospital in India, then the Company shall reimburse the hospitalisation expenses, reasonably and necessarily incurred in respect thereof but not exceeding 10% of the capital sum insured opted under this section in any one period of insurance.

The Company shall not be liable to make any payment under this policy in respect of expenses incurred in connection with or in respect of

- a) Treatment not connected to accidental injury

- b) Treatments of illness/disease or any disorder other than arising out of accidental injury.

#### **Definition of Hospital:**

Hospital / Nursing home means any institution in India established for indoor care and treatment of sickness and injuries and which has been registered either as a hospital or nursing home with local authorities and is under the supervision of Registered and qualified medical practitioner.

#### **IV-PUMPSET INSURANCE**

The company shall indemnify the insured against unforeseen and sudden loss and/or damage to the insured pumpset caused by or due to any of the perils mentioned hereunder:-

- (a) Fire & lighting.
- (b) Theft/burglary (due to violent forcible entry)
- (c) Mechanical/electrical breakdown
- (d) Riot, Strike, malicious damage & Terrorism.
- (e) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

#### **SPECIAL EXCLUSIONS**

The policy does not cover

- i) Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.
- ii) Wilful act or gross negligence of insured or his representatives.
- iii) Faults existing at the time of commencement of insurance and known to the insured or his representative.
- iv) Loss or damage for which the manufacturer or supplier of property is responsible either by law or under contract.

Cost of dismantling, transport to workshop and back as also cost of re-erection.

#### **Excess Clause**

The cover under this section is subject to an excess amount equivalent to 1% of the sum insured (subject to a minimum of Rs. 100/-) to be first borne by the insured out of each and every claim.

#### **SPECIAL CONDITION**

1. In the event of any occurrence, which might give rise to a claim under this section, the insured shall
  - (a) Take reasonable steps within his power to minimize/ restrain the loss or damage of liability.
  - (b) Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the company.
  - (c) Furnish all such information and documentary evidences as the company may require.
  - (d) The company shall not be liable for any loss or damage on which the company has not received notice of claim within 14 days of its occurrence.
2. Claim will be subject to depreciation of 5% per year subject to a maximum of 50%
3. The liability of the company under this section in respect of any item of property sustaining damage for which indemnity is provided shall cease if the same item is kept in operation without being repaired to the satisfaction of the company.

#### **THEFT AND BURGLARY ENDORSEMENT**

If the pumpset described in the schedule shall be lost, by theft following upon an accrual forcible and violent entry of the premises by the person or persons committing such theft then company will pay or make good to the insured such loss to the extent of the intrinsic value of the property so lost provided the liability of the company shall in no case exceed in respect of such item, the sum expressed in the schedule hereto.

The company will pay for loss due to theft or burglary of the pumpset kept in open provided it is properly secured and connected with the suction and delivery system and taken away by fraudulent means without the knowledge and consent of the insured. It is the responsibility of the insured to prove the happening of such loss.

- (i) This section does not cover the following:
  - (a) Loss or damage where any inmate or member of the insured's

household or his employee or any other persons, lawfully in the premises/site is concerned in the actual theft of or damage to the pumpset.

- (b) Theft of individual parts of the pumping set
- (ii) This section shall cease to attach
  - (a) If the premise/site shall have been left uninhabited by day and night; for 7 or more consecutive days
  - (b) To any property insured which shall be removed from the premises/site in which it is herein stated to be safe, so far as is expressly provided for in this section or this endorsement

**V-TELEVISION INSURANCE**

The company shall indemnify the insured against unforeseen and sudden loss and/or damage to Television set caused by or due to any of the perils mentioned hereunder:-

- (a) Fire & lighting.
- (b) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- (c) Riot, Strike, malicious damage & Terrorism.
- (d) Impact damage by Rail I Road vehicle (other than belonging to the insured/employees of insured/occupier of the insured's premises) or animal.
- (e) Earthquake
- (f) Theft/burglary (due to violent forcible entry)
- (g) Mechanical/electrical breakdown
- (h) Accidental damage

**SPECIAL EXCLUSIONS**

The policy does not cover

- 1) Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.
- 2) Wilful act or gross negligence of insured or his representatives.
- 3) Faults existing at the time of commencement of insurance and known to the insured or his representative.
- 4) Loss or damage for which the manufacturer or supplier of property is responsible either by law or under contract.
- 5) Cost of transport to the repair shop and back to the premises
- 6) Cost incurred in connection with elimination of functional failures unless such failures were caused by the insured perils.
- 7) Loss of external antenna or fittings by theft unless the television set itself is stolen at the same time
- 8) Loss or damage by theft or burglary where any member of the family is involved as a principle or accomplice.
- 9) The first of Rs.200/- of each and every claim.

**SPECIAL CONDITIONS**

1. In the event of any occurrence, which might give rise to a claim under this section, the insured shall
  - a) Take reasonable steps within his power to minimize/ restrain the loss or damage to the set
  - b) Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the company.
  - c) Furnish all such information and documentary evidences as the company may require.
  - d) The company shall not be liable for any loss or damage on which the company has not received notice of claim within 14 days of its occurrence.
2. Claim will be subject to depreciation of 5% per year subject to a maximum of 50%

**VI-TRACTOR & TRAILER INSURANCE**

**SECTION 1-LOSS OR DAMAGE TO THE VEHICLE INSURED**

1. The Company will indemnify the Insured against loss of 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 terrorism activity
- Q 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:

- i. For all rubber plastic parts tyres and Battery..... 50%
- ii. For fibre glass components..... 30%
- iii. For all parts made of glass..... Nil

- iv. 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%               |

2. The Company shall not be liable to make any payment in respect of:
  - (a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdowns failures or breakage nor for damages caused by overloading or strain of the Motor Vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such Motor Vehicle is stolen at the same time.
  - (b) Damage to tyres unless such Vehicle is damaged at the same time when the liability of the company is limited to 50% (fifty percent) of the cost of replacement.
  - (c) Any accidental loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
3. In the event of the Vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the cost of protection and removal to the nearest repairers and of delivery to the Insured not exceeding - Rs.2500/- in respect of any one accident.
4. The Insured may authorise the repair of the Vehicle necessitated by damage for which the Company may be liable under this Policy provided that :-
  - (a) the estimated cost of such repair does not exceed Rs.500
  - (b) the Company is furnished forthwith a detailed estimate of the cost; and
  - (c) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is 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 manufacturers 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 show below is applicable for the purpose of Total Loss/Constructive Total Loss (T.L./CTL) claims only.

**THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE**

| AGE OF 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 vehicle beyond 5 years of age and of obsolete models of the vehicle (i.e. models which the manufacturers have discontinued to manufacture) is



to be determined on the basis of an understanding between the Company 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-II LIABILITY TO THIRD PARTIES

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 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 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 therefrom.
  - (b) Except so far as is necessary to meet the requirements of the Motor Vehicle Act, 1988, 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, 1988, 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 a lighting 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 Motor Vehicle.
  - (f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, 1988 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 entering or mounting or a lighting 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 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 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 personal representative(&) in terms of and subject to the limitations of this policy provided that such personal representative(&) shall as though they were the Insured, observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

#### SECTION III-TOWING DISABLED VEHICLES

The policy shall be operative whilst the Motor Vehicle is being used for the purpose of towing any one disabled, mechanically propelled vehicle and the indemnity provided by section II of this policy shall 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 IV-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 travelling 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%                  |
| (n) Loss of two limbs or sight of two eyes or one limb and sight of one eye. | 100%                  |
| (m) 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 Company shall not in the aggregate exceed the sum of Rs.1 lakh during any one period of insurane.
- 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 be the full discharge in respect of the injury to the insured.
- 4) 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.

**SPECIAL EXCEPTIONS**

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

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

**DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the Schedule.

**SPECIAL CONDITIONS**

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear the same meaning wherever it may appear.

- 1. Notice shall be given in writing to the Company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the Insured shall give all such information and assistance as the Company shall require. Every letter, claim, writ, summons and/or process shall be forwarded to the company immediately on receipt by the Insured. Notice shall also be given in writing to the company immediately the Insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence, which may give rise to a claim under this policy. In case of theft or other criminal act, which may be subject of 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 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 any proceedings or in the settlement of any claim and the Insured shall give all such information and assistances the Company may require.
- 3. At any time after the happening of any event giving rise to a claim under Section II of this Insurance section, 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 Joss 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 or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Vehicle 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 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 current period of insurance the Insured shall be entitled to a return of premium less premium at the company's short period rates for the period the policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- . Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the Vehicle in Insured elsewhere is produced.
- 7. The due observance and fulfilment 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 proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 8. If at any time any claim arises under this Policy and there is any other existing insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion under loss damage compensation cost or expense.
- 9. In the event of death of the sole Insured, this policy will not immediately lapse but will remain valid for a period of three month from the date of the death of Insured or until the expiry of this policy (whichever is earlier). During the said period legal heirs of the insured to whom the custody and use of the motor vehicle passes may apply to have this policy transferred to his/her/their names or obtain a new insurance policy for the motor vehicle. Where such legal heirs wish to apply for a transfer of this policy or obtain a new policy for the motor vehicle he/ she/they should make an application as per his/her/their requirements within the aforesaid period to the Company. 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

**NO CLAIM BONUS**

|  |               |
|--|---------------|
| Relating to Section 1 Loss of or Damage to the Commercial Vehicle              |               |
| No Claim Bonus, wherever applicable, will be as per the following table.       |               |
| Claims position on Section 1 Loss of or  |               |
| Damage to the Vehicle premium at expiry of the Policy period                   | % of discount |
| No claim made or pending during the preceding full year of insurance           | 20%           |
| No claim made or pending during the preceding 2 consecutive years of insurance | 25%           |
| No claim made or pending during the preceding 3 consecutive years of insurance | 35%           |
| No claim made or pending during the preceding 4 consecutive years of insurance | 45%           |
| No claim made or pending during the preceding 5 consecutive years of insurance | 50%           |



Sunset Clause: If at the renewal falling due any time between 1<sup>st</sup> July 2002 and 30<sup>th</sup> June 2003, both days inclusive, (after completion of the full Policy period of 12 months) an Insured becomes entitled to an NCB of 55% or 65% in Terms of the Tariff prevailing prior to 1<sup>st</sup> July 2002, the entitlement of such higher percentage of NCB will remain protected for all subsequent renewals till a claim arises under the Policy, in which case the NCB will revert to 'Nil' at the next renewal. Thereafter; NCB if any earned, will be in Terms of the above table.

#### ENDORSEMENTS

(Only the Endorsements mentioned in the Schedule shall form part of the Policy)

#### IMT.5.HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that the financier as specified in the Schedule (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the Insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the Insured named in the Policy will continue to be deemed as the owner driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the Insured or the Company respectively under or in connection with this Policy. Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

#### IMT 7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with as specified in the Schedule (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this Policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the Vehicle insured and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this Policy, the Insured named in the Policy will continue to be deemed as the owner-driver subject to compliance of provisions of the Policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Company respectively under or in connection with this Policy or any term, provision or condition thereof. Subject otherwise to the Terms Exceptions Conditions and limitations of this Policy.

#### IMT:17.PERSONAL ACCIDENT COVER TO PAID DRIVERS

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into/dismounting from or travelling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

| Details 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) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of insurer shall not in the aggregate exceed the Capital Sum Insured per person (sum of Rs.....\*) during any one period of insurance in respect of any such person.

(2) no compensation shall be payable in respect of death or 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 only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

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

- The Capital Sum insured (CSO per person is to be inserted).

#### IMT.21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE

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

- Special Exclusion: except in the case of Total Loss of the vehicle insured, the insurer shall not be liable under Section I of the policy for loss of or damage to lamps, tyres, types, mudguards, bonnet side parts, bumpers and paint work.
- Compulsory Deductible: in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under Section I of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs.2000/- of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under special Condition No.4 of this section.

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

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms, conditions, limitations and exceptions of This Policy.

#### IMT 23. COVER FOR LAMPS TYRES/ TUBES MUDGUARDS BONNET/SIDE PARTS BUMPERS HEADLIGHTS AND PAINT WORK OF DAMAGED PORTION ONLY

In consideration of payment of an additional premium as specified in the Schedule notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

Subject to:

(a) Depreciation as per schedule provided in Section 1 of the policy. It is further understood and agreed that in respect of paint works for the damaged portion only (as referred to above) shall also be as per schedule provided in Section 1 of the policy.

(b) In addition to any amount, which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.

(c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of claim which become payable under this Endorsement.

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

**IMT-28. LEGAL LIABILITY TO PAID DRIVER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE**

In consideration of an additional premium as stated in the Schedule notwithstanding anything to the contrary contained in the Policy it is hereby understood and agreed that the Company shall indemnify the Insured against the Insured's legal liability under the Workmen's Compensation Act, 1923, the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the Insured in such occupation in connection with the Vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

**PROVIDED THAT ALWAYS**

(1) this Endorsement does not indemnify the Insured in respect of any liability in cases where the Insured holds or subsequently effects with any Company or group of Companies a Policy of Insurance in respect of liability as herein defined for Insured's general employees;

(2) the Insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

(3) in the event of the Policy being cancelled at the request of the Insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the Terms Conditions Limitations and Exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

**IMT-39. LEGAL LIABILITY TO PERSONS EMPLOYED IN CONNECTION WITH THE OPERATION AND/OR MAINTAINING AND/OR LOADING AND/OR UNLOADING OF MOTOR VEHICLES.**

In consideration of the payment of an additional premium as stated in the Schedule it is hereby understood and agreed that notwithstanding anything contained herein to the contrary the insurer shall indemnify the insured against his legal liability under the Workmen's Compensation Act, 1923 and subsequent amendments of that Act prior to the date of this Endorsement the Fatal Accidents Act, 1855 or at Common Law in respect of personal injury to any paid driver (or cleaner or conductor or person employed in loading/or unloading but in any case not exceeding seven in number including driver and cleaner) whilst engaged in the service of the insured in such occupation in connection with the ...and not exceeding seven in number and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that:-

(1) This Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or Group of Underwriters a Policy of insurance in respect of liability

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**WHAT IF I EVER NEED TO COMPLAIN?**

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office or mail us at "Sundaram Towers", 45 & 46, Whites Road,

Chennai 600 014 or e-mail at customer.services@in.royalsun.com

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as herein defined for his general employees.

(2) The insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations.

(3) The insured shall keep a record of name of each driver cleaner conductor or person employed in loading and/or unloading and the amount of wages salary and other earnings paid to such employees and shall at times allow the insurer to inspect such record.

(4) In the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

The premium to be calculated at the rate of Rs25/- per driver and/or cleaner or conductor and/or person employed in loading and/or unloading but exceeding the number permitted by the Motor Vehicles Act 1988 including driver and cleaner.

Subject otherwise to the terms exceptions conditions and limitations of Policy except so far as necessary to meet the requirements of the Motor vehicles Act, 1988

**IMT -44. INDEMNITY TO HIRER- NEGLIGENCE OF THE OWNER OR HIRER**

It is hereby declared and agreed that in consideration of payment of an additional premium as stated in the schedule the insurer will indemnify any hirer of the Vehicle insured against loss, damage and liability as defined in this Policy arising in connection with the Vehicle insured while let on hire.

Provided that any such hirer shall as though he/she were the insured observe fulfil and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they apply.

**IMT 48. AGRICULTURAL TRACTORS UPTO 6HP AND OTHER MISCELLANEOUS VEHICLES WITH TRAILERS ATTACHED - EXTENDED COVER**

It is hereby declared and agreed that in consideration of payment of an additional premium as specified in the Schedule, the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the Schedule as though it were a vehicle and had the value set against it.

Provided that the Company shall be under no liability under Section of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Subject otherwise to the Terms, Exceptions, Conditions and limitations of this Policy.

**IMT: 53. SPECIFIED ATTACHMENTS (SPECIAL TYPE OF VEHICLE)**

It is hereby declared and agreed that while any attachment as noted is attached to the Motor vehicle or is detached and out of use the indemnity provided by this Policy shall apply in respect of any such attachment as though it were the Motor Vehicle and the value as set against it in the "Policy Schedule"