

FARMER'S PACKAGE POLICY

POLICY WORDINGS

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 Sampo 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 Sampo 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, jewelery 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. It also includes farm produce.

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 the home of the farmer

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 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: Cover for Home including Surrounding Structures and Contents including Farm Produce

1. Your Policy: This Policy is a contract between You and Us as stated in the following:

- a. This Policy document,
- b. The Policy Schedule attached to this Policy document,
- c. Any Endorsement attached to and forming part of this Policy document,
- d. Any Add-on to this Policy that You may have purchased from Us,
- e. The proposals and all declarations made by You or on Your behalf.

2. To whom this Policy is issued and what it covers:

- a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
- b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.

3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:

- a. Your personal details,
- b. the Policy Period,
- c. the description of Your Insured Property,
- d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
- e. the insurance covers You have purchased,
- f. the premium You have paid for these insurance covers,
- g. add-on covers opted by You,
- h. other important and relevant aspects and information.

4. Special meaning of certain words: Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning
Bank	A bank or any financial institution
Carpet Area	<ol style="list-style-type: none"> 1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; 2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and 3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	<p>The amount required to construct Your Home Building at the Commencement Date.</p> <p>This amount is calculated as follows:</p> <p><i>For residential structure of Your Home including Fittings and Fixtures:</i></p> <p>Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.</p> <p><i>For additional structures :</i> the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.</p>
Endorsement	<p>A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change</p> <p>the terms or scope of the original policy.</p>
Home Contents	<p>Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents. It will also include farm produce.</p>

Word /s	Specific meaning
General Contents	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutchha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in Clause A (3) of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutchha Construction.
Spouse	Your wife or husband.

Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond

<i>Word /s</i>	<i>Specific meaning</i>
	retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	Universal Sampo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.

Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-

5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-

13.	Leakage from automatic sprinkler installations.	a repairs or alterations in Your Home or the building in which Your Home is located, b repairs, removal or extension of any sprinkler installation, or c defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause C: Home Building Cover

1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in **Clause B** of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C (5) (f)** of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C (6)** of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

2. Your Home Building

a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

b. Your Home Building includes

- i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
- ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
 - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
 - b) compound walls, fences, gates, retaining walls and internal roads,
 - c) verandah or porch and the like,
 - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
 - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- iii. any other structure shown in the Policy Schedule.

- c. Your Home Building does not include Contents of Your Home.

3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
 - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
 - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured : Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.

- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
 - d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
 - e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
 - f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
 - i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation:** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
 - b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
 - c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
 - d. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

Clause D: Home Contents Cover

1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are

destroyed/lost completely.

- b.** The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c.** If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d.** The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e.** If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.
- f.** Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

3. What We pay

- a.** If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
 - i.** reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
 - ii.** pay You the cost of replacing that item with a same or similar item, or
 - iii.** repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b.** The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

Clause E: Additional Covers

1. Optional Covers:

a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall

waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

Clause F. Exclusions (What We do not cover) for all covers under this policy

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, or
 - ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss

- or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
 12. Costs, fees or expenses for preparing any claim.

Clause I. Waiver of Underinsurance

Underinsurance does not apply to the Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Conditions

Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

SECTION 2: Burglary & Theft

Definitions:

1. **Burglary:** Burglary means the unforeseen and unauthorized entry to or exit 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.

WHAT WE COVER	WHAT WE EXCLUDE
Loss or Damages directly caused to properties covered under Section 1 by Theft including larceny, theft or attempted	<ul style="list-style-type: none"> • 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

theft involving violent and forcible entry into or exit from the insured premises, robbery and dacoity.

- Damage to Insured premises (including reasonable costs for damaged locks at the entry and/or exit points) caused by actual or attempted burglary and/or robbery during the policy period.

- Valuables and cash in safe , unless specifically covered in the Schedule
- Loss or damage of motor vehicles, trailers unless shown in the schedule
- 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
- Loss or damage resulting from an act of Riot, Strike, Malicious Damage.
- Terrorism
- Damage to glass and sign boards
- loss or damage to livestock and pedal cycles
- 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.
- Any consequential loss or legal liability

Deductible:

- First Rs 1000/- under each and every claim

Section 3: Agricultural Pump set (motors up to 25 HP)

What We Cover	What We exclude
<ul style="list-style-type: none"> a) The electrical/mechanical pump set of the farmer used for agriculture purposes b) The coverage is against <ul style="list-style-type: none"> i. fire ii. Lightning iii. Malicious Damages iv. Earthquake v. Burglary and/or Theft whilst kept in a locked & secured housing vi. Any unforeseen, sudden & accidental break down 	<p><u>Deductible:</u></p> <ul style="list-style-type: none"> a) The first 10% of each and every claim for mechanical / electrical breakdown subject to minimum of Rs.250/- 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. c) Loss or damage resulting from over load experiments or tests d) Loss or damage caused by or arising out of the willful act or willful gross negligence of the Insured or his representative. 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. f) Loss or damage for which the manufacturer or supplier of the Pump set is responsible either by law or under contract. <p>Loss by reason of use of the Pump set or any other consequential loss of any nature whatsoever incurred or suffered by the Insured.</p>

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 affected or replacement have taken place as the case may be.

Section 4: Animal Driven Cart

What We Cover	What We Exclude
<p>1. 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,</p> <p>(b) Fire, external explosion, Lightning, Flood, Burglary, House breaking or Theft,</p> <p>(c) Riot & Strike , Malicious act</p> <p>2 Value of the animals used for pulling the Cart in case of death following an accident</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><u>Deductible:</u></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</p>

to the insured cart, provided that the animal(s) are insured under the Policy

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:

- 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
- 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 Insurance

Provided that the sum 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/-

variation in or termination of the Insured's interest in the cart.

- (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.
- (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.
- (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.
- (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.

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.

Section 5 CATTLE INSURANCE	
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>	<ol style="list-style-type: none"> 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. b) Disease contracted prior to the commencement or risk. 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

	<p>immediately preceding the renewal.</p> <p>d) Diseases such as Rinderpest, Black Quarter, Hemorrhagic Septicemia, Foot & Mouth, Anthrax, Theileriasis etc., unless the animals are vaccinated and necessary Veterinary Certificate is submitted.</p> <p>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.</p> <p>f) Transport by air and sea.</p> <p>g) Transport by land by any means beyond 80 kilometers from the place of stabling.</p> <p>h) Theft or clandestine sale of the insured animal.</p> <p>i) Consequential loss, however arising.</p> <p>j) We would entertain the claims on the basis of Market value certified by Veterinary Surgeon or Sum Insured whichever is less.</p> <p>k) Claims arising outside the geographical area in situations like drought, 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.</p>
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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.

SECTION 6 - 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.

DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

Accident means a sudden unforeseen and involuntary event caused by external, visible and violent means.

Accidental Death means Death resulting from Bodily Injury solely and independently of any other cause except Illness directly resulting from, or medical or surgical treatment rendered necessary for such Injury, occasions the Death of the Insured Person within 12 months from the date of Accident.

Adventure Sports: Participation in sports activities such as bungee jumping, sky diving, white water canoeing/rafting and engaging in racing, hunting, mountaineering, ice hockey, winter sports and the like.

Ambulance means any vehicle used solely for the conveyance of injured persons from Accidental location or Your residential place or Hospital to any Hospital in emergency cases.

Bodily Injury means accidental physical bodily Injury solely and directly caused by external, violent visible cause.

Capital Sum Insured means the monetary amounts shown against Insured Person(s) which is the maximum limit of our liability against said Insured Person.

Cashless facility means a facility extended by Us to You where the payments, of the costs of treatment undergone by You in accordance with the Policy terms and conditions, are directly made to the network provider by Us to the extent pre-authorization approved.

Condition Precedent means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.

Contribution is essentially the right of an insurer to call upon other insurers liable to the same Insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

Dental Treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

Disclosure to information norm means the Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact

Emergency Care means management for a severe Illness or Injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.

Hospitalization means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

Hospital means any institution established for In- patient care and Day Care treatment of Illness and/ or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010, or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock,
- has at least 10 inpatient beds, in those towns having a population of less than 10, 00,000 and 15 inpatient beds in all other places,
- has qualified Medical Practitioner (s) in charge round the clock,
- has a fully equipped operation theatre of its own where surgical procedures are carried out,
- maintains daily records of patients and will make these accessible to Insurance company's authorized personnel.

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a) **Acute condition** - Acute condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his/her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.

- b) **Chronic condition** - A chronic condition is defined as a disease, Illness, or Injury that has one or more of the following characteristics:
- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - it needs ongoing or long-term control or relief of symptoms
 - it requires Your rehabilitation or for you to be specially trained to cope with it
 - it continues indefinitely
 - it comes back or is likely to come back

Injury means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

Inpatient Care means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.

Insured means the individual whose name is specifically appearing in the Schedule herein after referred as “You”/”Your”/”Yours”/”Yourself”.

Insured Person: The person(s) named as Insured Person in the Schedule which will include you and your family inclusive of dependent parents.

Medical Advise means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been Insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.

Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence and is not a member of the Insured Person’s Family.

Nominee means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on his/her death.

Notification of Claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

Period of Insurance: The time period for which the contract of insurance is valid as shown in the Policy Schedule.

Permanent Total Disablement: The bodily Injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation.

Permanent Partial Disability: The bodily Injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.

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.

Policy: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.

Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating the Renewal continuous for the purpose of all waiting periods.

Reasonable and Customary Charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the Illness / Injury involved .

Schedule means Schedule attached to and forming part of this Policy mentioning the details of the Insured/Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy would be payable.

Subrogation means the right of the insurer to assume the rights of the Insured Person to recover expenses paid out under the Policy that may be recovered from any other source.

Temporary Total Disablement: The bodily Injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of Injury to the time you are fit enough to resume your occupation as certified by Medical Professional

Terrorism/Terrorist activity: means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

You/Your/Yours/Yourself means the person(s) that We insure and is/are specifically named as Insured in the Schedule.

We/Our/Ours/Us mean Universal Sampo General Insurance Company Limited.

War means War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

<i>WHAT WE COVER</i>	<i>WHAT WE EXCLUDE</i>
<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"> 1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement. 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. 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 4. Payment of compensation in respect of injury as a consequence of <ul style="list-style-type: none"> • Committing or attempting suicide, intentional self-injury. • Whilst under influence of intoxicating liquor. • Drug addiction or alcoholism. • Whilst engaged in any adventurous sports. Committing any breach of law with criminal intent.

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

CLAIM 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).

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 (in case of theft and burglary)
 - Meteorological report (incase of loss or damage by Flood, Storm etc)
 - Estimate for repairs/replacement
 - Invoice/ Bills/Receipts
 - F.R. where ever applicable.
 - Any other documents as required by the insurer

SECTION 7: Tractor Insurance: Including Trailer & Implements to be used for Agriculture Purposes

WHAT WE COVER	WHAT WE EXCLUDE
<p>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> <p>1. Fire, explosion, self ignition and/or</p>	<ol style="list-style-type: none"> 1. Any claim arising out of contractual liability. 2. Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is <ul style="list-style-type: none"> • Being used otherwise than in accordance with the Limitation as to use or • 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 3. Any accidental loss or damage or liability

<p>lightning</p> <p>2. Burglary, housebreaking or theft</p> <p>3. Riot & Strike</p> <p>4. Earthquake (fire and shock damage)</p> <p>5. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, Hailstorm & frost.</p> <p>6. Accidental external means</p> <p>7. Malicious act</p> <p>8. Terrorist activity</p> <p>9. whilst in transit by road, rail, inland waterway lift, elevator or Air</p> <p>10. landslide rockslide</p> <p>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>	<p>directly or indirectly caused by or contributed by or arising from nuclear weapons / material</p> <p>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.</p> <p>5. We shall not be liable to make any payment in respect of :</p> <p>a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages</p> <p>b) Damages to Tyres & Tubes unless the vehicle insured is damaged at the same time in which case the liability of the We shall be limited to 50% of the cost of replacement</p> <p>c) Loss of or damage to accessories by burglary, housebreaking or theft unless the vehicle is stolen at the same time ,and</p> <p>d) 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><u>Deductible:</u></p> <p>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 mis-representation, 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).

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 (in case of theft and burglary)
4. Meteorological report (in case 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:

Short period table:

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

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

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.

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.

12. 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.

13. Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

GENERAL EXCLUSIONS

1)

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, 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;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000.

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.

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.

4) Grievance

In case of any grievance the insured person may contact the company through:

Website : www.universalsompo.com

Toll free : 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 – 2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700

E-mail : contactus@universalsompo.com

Fax : (022) 39171419

Courier : Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@universalsompo.com

For updated details of grievance officer, kindly refer the link www.universalsompo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

Insurance Ombudsman – If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A.

The contact details of the **Insurance Ombudsman** offices are as below-

Office Details	Jurisdiction of Office Union Territory, District)
<p>AHMEDABAD - Shri Kuldip Singh</p> <p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU -</p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL -</p> <p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda</p> <p>Office of the Insurance Ombudsman, 62, Forest park,</p>	<p>Orissa.</p>

<p>Bhubneshwar – 751 009.</p> <p>Tel.: 0674 - 2596461 /2596455</p> <p>Fax: 0674 - 2596429</p> <p>Email: bimalokpal.bhubaneswar@cioins.co.in</p>	
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<p>CHENNAI -</p> <p>Office of the Insurance Ombudsman,</p> <p>Fatima Akhtar Court, 4th Floor, 453,</p> <p>Anna Salai, Teynampet,</p> <p>CHENNAI – 600 018.</p> <p>Tel.: 044 - 24333668 / 24335284</p> <p>Fax: 044 - 24333664</p> <p>Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu,</p> <p>Tamil Nadu</p> <p>PuducherryTown and</p> <p>Karaikal (which are part of Puducherry).</p>
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Pratapgarh, Jaunpur, Varanasi,
Gazipur, Jalaun, Kanpur,
Lucknow, Unnao, Sitapur,
Lakhimpur, Bahraich, Barabanki,
Raebareli, Sravasti, Gonda,
Faizabad, Amethi, Kaushambi,
Balrampur, Basti,
Ambedkarnagar, Sultanpur,
Maharajgang, Santkabirnagar,
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Gorkhpur, Deoria, Mau,
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 Mathura, Meerut, Moradabad,
 Muzaffarnagar, Oraiyya, Pilibhit,
 Etawah, Farrukhabad, Firozbad,
 Gautambodhanagar, Ghaziabad,
 Hardoi, Shahjahanpur, Hapur,
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