

FARMER'S PACKAGE POLICY

POLICY WORDING

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 Magma HDI 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**: Magma HDI 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**: Contents include Furniture, fixtures and fittings, clothing, household linen, crockery, electronic equipments, domestic appliances and other household goods and personal effects.
11. **Surrounding Structure** shall mean
 - a) Building of “Class A” construction used to locate
 - (i) livestock, poultry, cattle-head
 - (ii) pump-set, well-house
 - (iii) farm tools, agricultural implements
 - (iv) farm produce
 - b) Contents shall mean
 - (i) Belongings of the Insured in his dwelling place;
 - (ii) Belongings of the insured in surrounding structures, except to the extent specifically excluded;
 - (iii) Food grains, saplings and other inherently non-combustible harvest farm inputs

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

12. Capital Sum Insured: It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.

13. Accident: Sudden, unforeseen and unexpected event caused by external, violent and visible means resulting in physical bodily injury.

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

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

16. 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

17. 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.

18. Accidental Death: 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.

19. Medical Expenses: Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of 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.

20. Hospitalisation: 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 24consecutive hours.

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 event.

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 – Fire and Allied Perils

SECTION 1 A: Fire and Allied Perils- Home including Surrounding Structures and Contents

You chose this FARMER'S PACKAGE Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Home Building and Home Contents. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

Clause A. This Policy and the Insurance Contract

1. Your Policy: This FARMER'S PACKAGE 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	<p>It is the date and time from which the insurance cover under this Policy begins.</p> <p>It is shown in the Policy Schedule.</p>
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>a. For residential structure of Your Home including Fittings and Fixtures:</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>b. For additional structures : 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	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	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.

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 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	The Magma HDI 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	-

	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
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:
- up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
 - 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.
- d. 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.
- e. 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.

b. Personal Accident Cover:

In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.

In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

2. Add-ons:

You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/or endorsements will be attached to this Policy.

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 G. Conditions

(I) Your Obligations

1. Make true and full disclosure in the proposal and related documents

- a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.

2. Obligation to take care : You must:

- a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.

3. Inform change in circumstances : You must inform Us immediately if

- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.

4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

5. Make true statements and full disclosure in the claim and related documents You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

(II) Renewal of Policy

- 1. End of Policy:** This Policy will expire at the end of the Policy Period.
- 2. Renewal is not automatic,** We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation on Your part.
- 3. Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. Destruction of Your Home Building:** This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.
You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. Change of use of Your Home Building or Home Contents:** The Policy will end
 - i.** if You change the use of Your Home Building from personal residence to any other purpose, or
 - ii.** if You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.
- e. 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.

(III) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any Authority that You made,
 - v. details of the Insured Event,
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
 - viii. details of loss or damage under any Optional Cover or Add-ons,
 - ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
 - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

- a. Claim form:
 - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
 - ii. You must state in Your claim the details of any other insurance policy that covers the

damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
 - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
 - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
 - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
 - i. without seeking Your consent,
 - ii. in Your name, and
 - iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

Clause I. Waiver of Underinsurance

Underinsurance does not apply to the **FARMERS'S PACKAGE POLICY** covering Home Building and Home contents under fire section of 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.

Clause J. Other Details

1. Notices

- a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website:

<http://www.magma-hdi.co.in>

3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

4. Arbitration

If any dispute or difference arises between You and Us regarding the amount of claim to be paid under this policy (liability having been admitted by Us), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by You and Us or if You and We cannot agree upon a single arbitrator within 30 days of either of Us opting for arbitration, the same shall be referred to a panel of three arbitrators comprising of two arbitrators, one to be appointed by each of Us, to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

SECTION 1 B: Fire and Allied Perils- Coverage for Stock of Grains including farm produce

(The farm produce lying whilst lying and/or kept in the dwelling /silos or in the fields in open during the harvesting season)

Clause A. This Policy and the Insurance Contract

1. Your Policy: This **FARMERS'S PACKAGE** Policy is a contract between You and Us as stated in the following:

- This Policy document;
- The Policy Schedule attached to this Policy document;
- Any Endorsement attached to and forming part of this Policy document;
- Any Add-on to this Policy that You may have purchased from Us;
- The proposal and all declarations made by You or on Your behalf;

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

- i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule, where the total value at risk across all insurable asset classes at one location is not exceeding ₹ 5 Crore (Rupees Five Crore only) at the policy Commencement Date.

Provided, if the value at risk for all Insurable Assets exceeds ₹ 5 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- ii. 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.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property 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 the Policy as an additional Clause.

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

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the premium You have paid for these insurance covers,
- vii. add-on covers opted by You,
- viii. other important and relevant aspects and information.

4. Special Meanings of Words: Words stated in the table below have a special meaning throughout this Policy and the Policy Schedule. These words with special meaning are stated in the Policy with the first letter in capitals.

Word/s	Specific meaning
Agreed Value	An amount agreed between You and Us at the Policy Commencement Date for items the value of which cannot be ascertained.
Bank	A bank or any financial institution

Building	<p>Any building or structure in Your Premises, where You carry on Your Business.</p> <p>It includes:</p> <ol style="list-style-type: none"> a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc. b. The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule: <ol style="list-style-type: none"> i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, ii. lifts, hoists, iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations, iv. water, gas and sewage pipeline within premises or v. any other structure shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay.

Word/s	Specific meaning
Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixtures and Fittings, Stocks and other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
Kutchra 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.
Market Value	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed banker's drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.

Partial Loss	Any loss other than Total Loss.
Plant and Machinery	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes <ul style="list-style-type: none"> i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.

Word/s	Specific meaning
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 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 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 Kutcha Construction.
Reinstatement/Replacement	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>

Word/s	Specific meaning
Reinstatement/Replacement Value	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

Stocks	Any stock of goods or merchandise. It may be: <ul style="list-style-type: none"> i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii. Raw materials, packing materials, or iii. Stock held in trust for which You are responsible. iv. Stock in Open in the Insured Premises
Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it is more than the Sum Insured of that item or in total.
We, Us, Our, Insurer	The Magma HDI General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

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 loss or damage, or destruction caused to the Insured Property by
1.	Fire, including due to its own fermentation, or natural heating or spontaneous combustion.	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. Caused by centrifugal forces.
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 Premises stand, 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, animal, falling trees, aircraft, wall etc.)	<ul style="list-style-type: none"> a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	<p>caused by</p> <ul style="list-style-type: none"> a. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind, b. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
11.	Acts of terrorism (Coverage as per Terrorism Clause attached.)	Exclusions as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes,	-
13.	Leakage from automatic sprinkler installations.	<ul style="list-style-type: none"> a. repairs or alterations in the Building in which Your Business 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	<p>if it is</p> <ul style="list-style-type: none"> a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless c. Securely mounted.

Clause C. The Standard Cover

1. What We cover:

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D** of this Policy subject to all terms and conditions of this Policy. We also give In- **built** Covers without charging additional premium which are stated in **Clause C (4)** of this Policy.

2. Basis of Sum Insured:

- i** For Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: **Reinstatement Value**
- i** For Stocks:
 - a.** For raw material: landed cost at Your Premises.
 - b.** For stock in process: input cost of the stock at the time of loss.
 - c.** For finished stock: the manufacturing cost of the finished stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

Contract Price is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- ii** Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

3. Restoration of Sum Insured:

Except as stated in **Clause G (II) (3) (e)** of this Policy, the insurance cover will, at all times, be maintained during the Policy Period to the full extent of the respective Sums 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.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case you, immediately on occurrence of loss, exercise your option not to restore the Sum Insured.

4. In-Built Covers:

If We agree to pay Your claim for loss or damage to the Insured Property, We will also pay for the following loss or damage and expenses.

4.1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% (excluding stocks),
- iv. subject to Underinsurance provisions of **Clause F** of this Policy.

4.2. Stocks at many locations on floater basis:

We cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

4.3. Temporary removal of stocks:

We cover stock temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes subject to the following conditions:

- i. maximum cover will be 10% of the Sum Insured for Stock,
- ii. such stock is not otherwise insured.

4.4. Cover for Specific Contents:

We cover the following, as applicable:

- a. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.

- b. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.
- d. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

4.5. Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect of insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 1 Lakh (Rupees One Lakh) during the policy period.

4.6. Professional fees:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount;
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

4.7. Costs for removal of debris:

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

4.8. Costs compelled by Municipal Regulations:

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of

damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

- i. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
- ii. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby
- iv. All other terms and conditions of this Policy will apply to this extension.
- v. These costs will not include
 - a. the costs incurred for complying with such regulations,
 - for destruction or damage occurring before Commencement Date,
 - for destruction or damage not insured under this Policy,
 - under which You have received notice before the destruction or damage occurred.
 - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.

Clause D. Exclusions, that is, what We do not cover

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

1.
 - i. Excess of ₹ 5,000 (Rupees Five Thousand) for each claim. This means that We will deduct ₹ 5000 (Rupees Five Thousand) for each and every loss suffered by You under the terms of this policy.
 - ii. For terrorism risk the Excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. 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. However, any ensuing

- loss or damage to other insured property due to operation of an insured peril is covered.
4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
 5. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the Insured Events.
 6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
 7. 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.
 8. 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.
 9. Pollution or contamination, unless
 - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
 - ii. an Insured Event itself results from pollution or contamination.
 10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
 11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
 12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
 - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - ii. Stock covered under **Clause (C) (4.3)** of this Policy-.
 13. Any reduction in market value of any Insured Property after its repair or reinstatement.
 14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
 15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event,

like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.

16. Costs, fees or expenses for preparing any claim.

Clause E. What We Pay

If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:

1. Partial Loss:
 - i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
 - ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.
2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a **Total Loss**, We will pay You for
 - i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
 - ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
 - iii. Reinstatement using standard material readily available and in common use for similar type of Building.
3. If the Stock is a **Total Loss**, We will pay You as follows:
 - i. landed cost at Your Premises for Stock of raw materials,
 - ii. total manufacturing cost for Stock of finished goods,
 - iii. the input value of Stock in process at the time of loss,
 - iv. The Contract Price in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.
4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.

5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
 - i. If the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
 - ii. If You do not wish to Reinstatate the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Clause C (4)** of this Policy

NOTE: In any claim, we will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy.

Clause F. Underinsurance

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under Fire Section of this **FARMERS'S PACKAGE Policy**, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents is less than 85% of the value of Insurable Assets You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to **Cover for Specific Contents**.

Note: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.

Clause G. Conditions

I) Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
 - i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material

information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.

- i. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information you give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

2. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse Your claim. We may also cancel your policy.

3. Obligation to take care: You must:

- i. Ensure that unauthorized persons do not occupy Your Premises.
- i. Whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

4. Inform change in circumstances:

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- i. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You,
- ii. You change the use of Your Premises or any Building, or
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

5. Allow inspection and investigation of claim

You must allow and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter Your Premises, inspect it, take photographs and where required permit the scientific testing and investigation of any insured article affected by an insured peril. You must answer all questions asked regarding Your claim truthfully and completely and submit all relevant documents that We will require.

6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (III)** of this Policy.

II) Termination of Policy

1. Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
 - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
 - ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.
- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death, the Insurance Covers 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.
- g. **Policy not invalidated:** The Policy is not invalidated:
 - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for

this purpose within 30 days of such transfer.

- ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
- iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

III) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
 - i. the Policy Number,
 - ii. Your name,
 - iii. details of report to the police that You made,
 - iv. details of report to any authority that You made,
 - v. details of the Insured Event
 - vi. a brief statement of the loss,
 - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises.
 - viii. details of loss or damage under Add-ons, if any, and
 - ix. submit photographs of loss or physical damage, wherever possible.

2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property,
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and

- ii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/ landslide/ rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

- i.
 - a. You must submit your claim in our claim-form at the earliest opportunity, but within 30 days from the date you first notice the loss or damage. The claim form is available in any of our branches, and on our web-site.
 - b. You must state in your claim the details of any other insurance policy that covers the damage or loss for which you have filed your claim, whether you have purchased such other insurance, or someone else has purchased it for you.
- ii. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If we disclaim liability for a claim you have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss : You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details.

- i. You must support Your claim for Insured Property with Plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

- iv. You must give Us, when We request, any additional information that We require for verifying Your claim.

6. Fraudulent claim

If You, or anyone on Your behalf, make a claim which is false or fraudulent, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid,
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.

8. Our rights relating to Insured Property

- i. We must investigate/survey to confirm that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
 - a. We and Our representatives will visit Your Premises and inspect the Insured Property,
 - b. We will ask You to give to Us any items of the Contents of Your Premises, and hold it with Us for the purposes of examination, testing, or any other investigation, or
 - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

9. Recovery action by Us

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to the Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all

information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.

- i. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- ii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

1. You can choose to make changes to the covers of this Policy, for example, take additional cover or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations, the Endorsements) consists of the entire contract between You and Us.

Clause I. Other details

1. Designation of Insured Property

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

2. Notices

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

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.
4. **Dacoity:** Robbery committed by more than five persons.

WHAT WE COVER	WHAT WE EXCLUDE
<p>Loss or damage of your contents and stocks at insured premises caused by one or more of the following events:</p> <ul style="list-style-type: none"> • Actual forcible and violent entry to or exit from that part of the building occupied by you at the premises arising out of Burglary • Assault or violence or threat of assault or violence to you (or your employees) or any other person lawfully at the premises e.g., armed hold up arising out of Dacoity. <p>Theft of any contents/stocks from the insured premises where there is no forcible and violent entry or exist from the premises up to 5% of limits of liability subject to a limit of Rs 10000/- only</p>	<ul style="list-style-type: none"> • 5% of the claim amount subject to minimum of Rs 10,000/- for each and every loss. • 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 • Valuables and cash in safe, goods held in trust or commission 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 • Live stock • Loss or damage to contents or stock when the premises are left unoccupied for more than 30 consecutive days unless the same has been reported to us in writing and our written approval obtained.

	<ul style="list-style-type: none"> • Contents from the safe following the use of a key to gain access to the safe, or any duplicate thereof belonging to you unless such key has been obtained by aggressive or violent means. • Unexplained disappearance of stocks /contents or shortage notice thereof while taking inventory. • War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war. <p>Any consequential loss or legal liability</p>
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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 fire c) Lightning d) By Riot, Strike, Malicious Damages e) Earthquake f) Burglary and/or Theft whilst kept in a locked & secured housing g) Any unforeseen, sudden & accidental break down h) By flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost; i) Mechanical & Electrical Breakdown 	<ul style="list-style-type: none"> a) Deductibles: 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. g) Loss by reason of use of the Pump set or any other consequential loss of any nature whatsoever incurred or suffered by the Insured.

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>I. Physical loss or damage to the cart and /or its accessories whilst thereon (mentioned in the schedule) caused by:</p> <p>(a) accidental external means,</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 to the insured cart, provided that the animal(s) are insured under the Policy</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 Deductible:</p> <p>(b) First Rs. 100/- in respect of any loss or damage to the cart insured under this Policy.</p> <p>(c) Any accident, loss, damage and/or liability caused, sustained or incurred after any variation in or termination of the Insured's interest in the cart.</p> <p>(d) Any accident, loss, damage and/or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose.</p> <p>(e) We shall not be liable in respect of any</p>

<p>3 In respect of Liability to Third party and passengers in the event of accident caused by or arising out of the use of the cart including while loading or unloading of goods including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of:</p> <p>a. Death of or bodily injury to any person other than a person in the service of or acting in any capacity either for the Insured or for any sub-contractor of the Insured and</p> <p>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</p> <p>Provided that the sums payable in respect of any one accident shall not exceed Rs. 10,000/- or in respect of all accidents in a year shall not exceed Rs.25, 000/-</p>	<p>accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with typhoon, hurricane, storm, cyclone volcanic eruption or other convulsions of nature.</p> <p>(f) Whilst the Insured or any other person driving the cart with the consent of the Insured is under the influence of intoxicating liquor or drug.</p> <p>(g) In the event of any claims hereunder the Insured shall prove that the accident, loss, damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the We shall not be liable to make any payment in respect of such a claim.</p> <p>(h) Damage to hard or pneumatic rubber tyres whenever fitted unless the cart is damaged at the same time, when our liability shall be limited to Fifty percent (50%) towards the cost of replacement</p>
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**Section 5
Cattle and Livestock Insurance**

What We Cover	What We Exclude
<p>Death of the animal caused by one or more of the following events:</p> <ul style="list-style-type: none"> • Accidental external means or Fire Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest ,Famine, Electrocution, Snake-bite, Wild life attack ,Strangulation, Drowning in water bodies and Poisoning. 	<ul style="list-style-type: none"> • Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy. • Accidents occurring and/or Disease contracted prior to commencement of risk. • Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on human consideration on the basis of certificate

<ul style="list-style-type: none"> • Diseases contracted or occurring during the period of this policy • Surgical Operations • Riot & Strike <p>Add On Cover-:</p> <ul style="list-style-type: none"> • On payment of additional premium and subject to company agreeing for the same the policy may be extended to cover the risk of PTD, subject to the limit of liability of the company being restricted to as under: <ul style="list-style-type: none"> i) In case of draught animals, 70% of the sum insured. ii) In case of milch animals, 50% of the sum insured. iii) For all other animals not mentioned under i & ii above, 75% of the sum insured. 	<p>issued by qualified veterinary doctor or in cases where destruction is resorted to by the order of lawfully constituted authority.</p> <ul style="list-style-type: none"> • Theft or clandestine sale of the insured animal. • War, Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection mutiny, tumult, military or usurped power or any consequences thereof or attempted threat. • Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons. • Consequential loss of whatsoever nature • Transport by air and sea • Transport by land by any means beyond 80 kilometers from the place of stabling and transport by foot beyond 25 kms.. • Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk. • Death by Pleuropneumonia • Partial disability of any type, whether permanent or temporary. • Claims received without ear tags • Adventurous sports like Bull Fighting/Bull Racing. • Death or PTD caused by curative measures, radiation, infection, poisoning except these arising from accident. • Diseases such as Rinderpest, Black Quarter, Hamorrhagic Septicaemia, Foot & Mouth, Anthrax, Theileriasis etc., unless the animal(s) is / are vaccinated and necessary Veterinary Certificate is submitted to the Company prior to cattle contracting these
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	diseases resulting in death. <ul style="list-style-type: none">• Calving related diseases.• First Rs 500/-
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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

Personal Accident

1 **Capital Sum Insured:**

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

2 **BODILY INJURY**

It shall mean accidental bodily injury solely and directly caused by external, violent and visible cause.

3 **PERMANENT TOTAL DISABLEMENT**

The bodily injury that totally prevents you from engaging in any kind of occupation

COVERAGE:-

WHAT WE COVER	WHAT WE EXCLUDE
<p>Accidental bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</p> <p>We shall pay to the insured person or his/her 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. Natural Death 2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement. 3. 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. 4. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI 5. Payment of compensation in respect of death or injury as a consequence of/resulting from <ol style="list-style-type: none"> a) Committing or attempting suicide, intentional self-injury. b) Whilst under the influence of intoxicants like liquor and drugs. c) Drug addiction or alcoholism. d) Whilst engaged in any adventurous sports and/or hazardous activities. e) Committing any breach of law with criminal intent. f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority. g) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self - sustaining process of nuclear fission. h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component. 6. Consequential loss of any kind and/or any legal liability 7. Pregnancy including child birth, miscarriage, abortion or complication arising there from. 8. Participation in any naval, military or air force operations. 9. Curative treatments or interventions 10. Venereal or sexually transmitted diseases. 11. HIV and or related illness

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100
3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
f) Loss of thumb-both phalanges	25
g) Loss of thumb-one phalanx	10
h) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
i) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4

iii) One phalanx	2
k) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us
4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs5000 whichever is lower for 104 weeks max.

**Section 7
Bio Gas Plant**

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

Basis of Claims Settlement:

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

SECTION 8

Tractor Insurance - Including Trailer & Implements to be used for Agriculture Purposes

WHAT WE COVER	WHAT WE EXCLUDE
<p style="text-align: center;">Section I</p> <p>Loss or Damages directly caused to your vehicle and other accessories if covered by insured perils listed hereunder and subject to its not being otherwise excluded.</p> <ol style="list-style-type: none"> 1. Fire, explosion, self ignition and/or lightning 2. Burglary, housebreaking or theft 3. Riot & Strike 4. Earthquake (fire and shock damage) 5. Flood, typhoon, hurricane, storm, tempest, inundation, cyclone, Hailstorm & frost. 6. Accidental external means 7. Malicious act 8. Terrorist activity 9. whilst in transit by road, rail, inland waterway lift, elevator or Air 10. landslide rockslide <p style="text-align: center;">Section II-</p> <p>I (i) Death of or bodily injury -- Such amount as is necessary to meet the requirements of the Motor Vehicle Act 1988</p> <p>I (ii) Damage to Third Party Property---Rs.7.5 lakhs/- unless restricted cover is opted by you.</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 <ol style="list-style-type: none"> a) Being used otherwise than in accordance with the Limitation as to use or b) being driven by or is for the purpose of being by him/her in the charge of any person other than a Driver as stated in the Driver's clause 3. Any accidental loss or damage or liability directly or indirectly caused by or contributed by or arising from nuclear weapons / material 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. 5 We shall not be liable to make any payment in respect of : <ol style="list-style-type: none"> a) consequential loss, depreciation, wear and tear ,mechanical or electrical breakdown failures or breakages 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 c) Loss of or damage to accessories by burglary ,housebreaking or theft unless the vehicle is stolen at the same time ,and 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. e) Deductible: 0.5% of IDV of the vehicle subject to a minimum of Rs.2000/- in case of own damage section of the policy.

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 and Cattle & Livestock section, where geographical limit is 80kms from the place of stable and travel by foot upto 25 kms. 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)
6. Meteorological report (in case of loss or damage by Flood, Storm etc)
7. Estimate for repairs/replacement
8. Invoice/ Bills/Receipts
9. F.R. where ever applicable.
10. 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 unexpired period of this Policy from the date of cancellation, which We are liable to pay on demand.

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

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

7. FRAUD

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

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.

14. DISCLAIMER CLAUSE

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

GENERAL EXCLUSIONS

1) Radioactive contamination:

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

(a) Ionizing 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.

2) War Risks:

- 1) Any consequence what so ever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. 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



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of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.

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