

## Agricultural Pump Set Insurance Policy

### PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to hereinbelow, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons Claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

### PART I OF SCHEDULE

**Policy No.****Issued at****Stamp duty**

1. Name of the Insured
2. Mailing Address of the Insured
3. Addresses of the locations of the pumpset to be Insured
4. Insured's Trade or Business
5. Period of Insurance
6. Total Sum Insured (Rs.)
7. Premium

Basic premium

(Rs.)

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Extension premium

(Rs.)

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Total premium

(Rs.)

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Less: Discount in lieu of Agency commission

(Rs.)

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Net Premium

(Rs.)

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Add: Service Tax @5%

(Rs.)

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Total Amount

(Rs.)

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8. Details of Sum Insured

### DESCRIPTION OF THE PUMP SET

|                                |            |              |              |              |   |              |
|--------------------------------|------------|--------------|--------------|--------------|---|--------------|
| Make                           | Serial No. | Year of Make | Section      | Delivery     | Type                                      |              |
| Price                          |            |              |              |              |   |              |
| PUMP                           |            |              |              |              | Centrifugal<br>Turbine<br><br>Submersible |              |
| Make                           | Serial No. | Year of Make | HP/RPM       | AMPS/Voltage | Type                                      |              |
| Driving Unit<br>Electric Motor |            |              |              |              | Squirrel Cage<br><br>Slip Ring            |              |
|                                | Make       | Serial No.   | Year of Make | HP/RPM       | No of cylinders                           | Stroke/ Bore |
| Driving Unit<br>Electric Motor |            |              |              |              |   |              |

N.B. : Deductible Franchise : Rs.  
(Applicable to Machinery Breakdown Claims only )

#### 9. Endorsements/Warranties/Extensions

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11. Co-insurance (if any)

| Name of the Insurer | Co-insurance percentage |
|---------------------|-------------------------|
|                     |                         |
|                     |                         |

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at \_\_\_\_\_ on this date

Authorised Signatory

#### Part II of the Schedule

##### 1. Definition

Agricultural Pump Set means centrifugal Pump Sets (electrical & Diesel) and submersible Pump Sets (upto 25 HP Capacity ) used for Agricultural purposes only.

## **2. Scope of Cover**

The Company will at its own option by payment for reinstatement or repair indemnify the Insured against unforeseen & sudden physical damage caused by and/ or solely due to any of the perils mentioned hereunder

- Fire and / or Lightning.
- Burglary / Theft (upon violent forcible entry provided the Pump Set is kept in a locked enclosure).
- Mechanical / Electrical Breakdown.
- Riot, Strike, Malicious Damage.
- Terrorism.

of any Pump set including starter switches specified in the Schedule whilst at the Premises herein mentioned.

## **3. Exclusions**

The liability of the Company for any one item will not exceed the sum Insured set against such item in the Schedule.

The Company shall not be liable in respect of –

- 1) Loss or damage whether direct or indirect arising from war, war like operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- 2) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature – directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any source whatsoever. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear weapons material.
- 3) Normal wear and tear gradual deterioration due to atmospheric conditions or otherwise;
- 4) Loss, damage and/ or liability caused by or arising out of the willful act or willful gross negligence of the Insured or his representative;
- 5) Loss, damage and/or liability due to faults existing at the time of commencement of this insurance and known to the Insured or his responsible representatives regardless of whether such faults or defects were known to the Company or not;

- 6) Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract;
- 7) The cost of dismantling, the cost of transport to the repair shop and back to the Insured's premises and the cost of reerection arising out of any damage to the pump set;
- 8) Any risk due to floods.

In any action, suit or other proceeding where the Company allows that by reason of the provisions of the exception above, any loss destruction damage or liability is not covered by this insurance, the burden of proving that such loss destruction damage or liability is covered shall be upon the Insured.

#### **4. Basis of Assessment of Claims**

- (a) In case where damage to an Insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of service ability the cost of repairs exceeds the actual value of the pump set Insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.
- (b) Claims will be paid subject to depreciation of 10% per year. Maximum depreciation would be 75% of erected value of pump set with motor;
- (c) Theft and burglary cover will be available only if the pump set is lodged in locked enclosure and the liability will arise only if there is forcible and violent entry;
- (d) The Company will make payments only after being satisfied by production of the necessary bills and documents that that the repairs have been effected or replacements have taken place as the case may be.

#### **Claim Documents**

Claim Form together with

1. In case of repair, the repair bills/estimates of repairs
2. In case of replacement, suppliers invoice/quotations/estimates/pricelists
3. In case of theft, Copy of complaint filed/First Information Report lodged with the concerned police station

#### **Claim Procedure**

In the event of any occurrence which might give rise to a Claim under this Policy the Insured shall

- (a) Immediately notify the Issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;

- (b) take all reasonable steps within his power to minimize the extent of the loss or damage or liability;
- (c) Preserve the damaged or defective parts and make them available for inspection by an official or Surveyor of the Company;
- (d) Furnish all such information and documentary evidence as the Company may require.

## **5. Limitation Period**

In no case whatsoever shall the Company 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; it being expressly agreed and declared that if the Company shall disclaim liability for any Claim hereunder and such Claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the Claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **6. Policy Related Terms and Conditions**

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

The deductible franchise as stated in the Schedule to be first borne by the Insured out of each of and every machinery breakdown Claim. Where more than one item is damaged in one and the same occurrence, the Insured shall not however be called upon to bear more than the highest deductible franchise applicable to any one such item.

1. (a) The Company shall at all reasonable times have the right to inspect and examine any property Insured hereunder;
- (b) No material alteration shall be made or admitted by the Insured whereby the risk of damage is increased unless the continuance of the insurance be confirmed by memorandum signed by or on behalf of the Company;
2. In the event of any occurrence which might give rise to a Claim under this Policy the Insured shall:
  - (a) Immediately notify the Issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
  - (b) take all reasonable steps within his power to minimize the extent of the loss or damage or liability;

- (c) Preserve the damaged or defective parts and make them available for inspection by an official or Surveyor of the Company;
- (d) Furnish all such information and documentary evidence as the Company may require;

The Company shall not be liable for any loss or damage of which no Notice and completed Claim Forms have been received by Company within 14 days or its occurrence.

The Liability of the Company under this Policy in respect of any item of property sustaining damage for which indemnity is provided shall cease if the same item is kept in operation without being repaired to the satisfaction of the Company.

- 3.
  - (a) If the proposal or declaration of the Insured is not true in material Claim made be fraudulent or substantially exaggerated or if any false declaration or statement be made in support thereof then this Policy shall be void and the Company shall not be liable to make any payment hereunder;
  - (b) In the event of the Company disclaiming liability in respect of any Claim if an action or suit be not commenced within twelve months after such disclaimer all benefit under this Policy in respect of such Claim shall be forfeited.
- 4. If at the time any Claim arises under this Policy there is any other insurance covering the same loss or damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.
- 5. The insurance granted by this Policy shall cease to attach to any item described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement thereon.
- 6. The Insured shall at the expense of Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies or of obtaining relief or indemnity from parties other than those Insured under this Policy to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damages under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
- 7. The Company may cancel this Policy by sending seven days Notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the prorata protein for the period the Policy had been in force or the Policy may be cancelled at any time by the Insured on seven days Notice and (provided no Claims has arisen during the current period of insurance) the Insured shall be entitled to a return of premium less premium at the Company's short period rates for the period of the Policy has been in force.

8. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single Arbitrator within 30 days of an party invoking Arbitration the same shall be referred to a panel of three Arbitrators, comprising of two Arbitrators, one to be appointed by cash of the parties to the dispute/difference and the third Arbitrator to be appointed by such two Arbitrators and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

Its is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed & declared that if the Company shall disclaim liability to the Insured for any Claim hereunder & such Claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the Claim shall for all purpose be deemed to have been abandoned & shall not thereafter be recoverable hereunder.

9. The due observance & fulfillment of the terms provisions conditions & endorsements of this Policy is so far as they relate to anything or to be complied with by the Insured & the truth of the statements & answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **PART III OF SCHEDULE**

#### **Standard Terms and Conditions**

1. **Incontestability and Duty of Disclosure**

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. **Reasonable Care**

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

3. **Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

**4. Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

**5. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

**6. No constructive Notice**

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

**7. Notice of charge etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

**8. Special Provisions**

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

**9. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.



**10. Electronic Transactions**

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

**11. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

**12. Rights of the Company on happening of loss or damage**

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) 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
- (iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,

- (iv) 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 the Company 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. The Company 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 the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

**13. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

**14. Position after a claim**

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

**15. Indemnity**

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force

affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

**16. Subrogation**

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**17. Condition of Average**

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the policy, shall be separately subject to this condition.

**18. Contribution**

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**19. Fraudulent claims**

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

**20. Cancellation/termination**

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall from the date

of receipt of notice cancel the policy and retain the premium for the period this policy has been in force at the Company's short period scales.

**21. Cause of Action/ Currency for payments**

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

**22. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**23. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

**24. Renewal notice**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

**25. Notices**

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited  
ICICI Towers  
Bandra Kurla Complex  
Mumbai 400 051

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**26. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

**27. Grievances**

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.