



## Agriculture Pump Set Wordings

### **Agri Pump Set Insurance - General Terms, Exceptions, Conditions and Provisions**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Tata AIG General Insurance Company Ltd. (hereinafter called the Company) the full premium mentioned in the said Schedule, THE COMPANY AGREES, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium by any of the Perils Specified hereinafter during the Period of Insurance stated in the said Schedule or in any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall, subject to the terms conditions and exclusions stated hereinafter, pay to the Insured:

- the value of the property at the time of the happening of its destruction or at its option reinstate or replace such property or any part thereof or
- the amount of such damage or liability incurred or
- the amount of benefit payable

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum or limit insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

NOTE: The term Policy when appearing within a Coverage Section / extension/ Rider wording shall be interpreted as referring to the specific insurance afforded by that Coverage Section/ extension/ Rider.

(The conditions governing the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the conditions stated as being applicable to All Coverage Sections)

### **ALL COVERAGE SECTIONS: General Conditions**

- This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- The Insured shall take all reasonable steps to safeguard the property and interests insured hereby against accident, loss or damage.
- This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.
- On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
- A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- Particulars of all other insurances, if any
- The Insured shall also (where applicable) upon becoming aware of any loss or damage in respect of which a claim is or may be made immediately notify the Police Authorities and take all practicable steps to discover and prosecute the parties responsible for the loss damage or injury and to trace and recover any property stolen.
- The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.  
No claim under this Policy shall be payable unless the terms of this Condition have been complied with.
- 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 shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

On the happening of loss or damage to any of the property insured by this Policy, the Company may

- enter and take and keep possession of the building or premises where the loss or damage has happened.
- 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.
- keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- 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, and 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 requirements of the Company or shall hinder or obstruct the Company, 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 Company whether taken possession of by the Company or not.

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

If the Company at its option, shall reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlements of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

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 or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.
- It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

Every notice and other communication to the Company required by these Conditions must be written or printed.

**ALL COVERAGE SECTIONS General Exclusions**

(The exclusions to the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the exclusions stated as being applicable to All Coverage Sections)

This Policy does not cover:

1. Loss, destruction or damage or cost or expense of whatsoever nature occasioned by or through or in consequence of or directly or indirectly caused by:
  - 1.1 war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
  - 1.2 Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - 1.3 the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Exclusion any loss, damage, cost or expense is not covered by this insurance, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.
2. (Not applicable to Coverage Section A and if included by Rider herein Coverage Section H of the Policy) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - 2.1 For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
  - 2.2 It is warranted that loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism is also excluded.
  - 2.3 If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3. Loss, destruction, or damage caused to the insured property or interest by pollution or contamination.
4. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
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 perils covered.
6. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
  - 6.1 Any legal liability of whatsoever nature;
  - 6.2 Any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer
  - 6.3 to treat any date before, during or after the year 2000 as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
  - 6.4 to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly process such data in regard to or in connection with any such date.
7. A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.
8. Damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
  - 8.1 Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
  - 8.2 Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
  - 8.3 Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Vehicle Impact, Windstorm or Tempest.

Such damage or consequential loss described in 8.1, 8.2, 8.3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

Notwithstanding anything contained in the Policy or any of its Endorsements or Riders hereto, it is agreed and declared that in consideration of the full agreed premium being paid by the Insured to the Company the following Coverage Section is included under the Policy effective the date stated herein. Subject always to the terms and provisions including the General Conditions and General Exclusions of the Policy and all endorsements thereon.

**COVERAGE SECTION Agriculture Pump Set**

any insured property specified in the attached Schedule(s) shall sustain unforeseen and sudden physical damage whilst in the location therein mentioned necessitating its immediate repair or replacement

**PERILS SPECIFIED**

Unforeseen and sudden physical damage by

1. Fire and lightning
2. Riot, Strike and Malicious damage
3. Mechanical & Electrical breakdown

after successful completion of their performance/acceptance tests.

**CONDITIONS**

1. PROVISIONS :

a) **SUM INSURED** It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost.

**b) BASIS OF INDEMNITY**

(i) In cases where damage to an insured item can be repaired by rewinding the insured item, the Company will pay expense necessarily incurred to rewind the damaged machine to its former state of serviceability as per the rewinding schedule agreed. If the repairs necessitate replacement of parts, other than those required for rewinding of the insured item, deduction shall be made for depreciation in respect of parts replaced including for:

-wear and tear of parts and

-parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (ii) below.

(ii) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also deduct the salvage value of the destroyed insured item.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are not covered by this insurance.

In the event of the makers drawing, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawing patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured as per Provision 1.a) hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases, claims can be settled on 'Indemnity Basis'.

**2. OBLIGATIONS OF THE INSURED**

a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturers instructions for operating, inspection and overhaul, as well as government statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery.

b) The Company's officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting official's report, which shall however be treated as strictly

c) In the event of any:

(i) material change in the original risk,

(ii) alteration, modification or addition to an insured item.

- (iii) departure from prescribed operating conditions, whereby the risk of loss or damage increases.
  - (iv) change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership), taking place,
- the Policy shall be void unless its continuance is agreed by endorsement signed by the Company.

**3. DUTIES FOLLOWING AN ACCIDENT**

- a) In the event of any occurrence which might give rise to a claim under this Policy the Insured shall :
  - (i) immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage.
  - (ii) take all reasonable steps within his power to minimise the extent of the loss or damages or liability.

- (iii) preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company.

- (iv) 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 form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alteration, repairs, or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

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 said item is kept in operation without being repaired to the satisfaction of the Company.

**4. POSITION AFTER A CLAIM**

- a) As from the day of loss the Sum Insured for the remainder of the Period of Insurance is reduced by the amount of the compensation. To prevent under-insurance during the remainder of the current Period of Insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day the repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

2 If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of such loss damage or liability.

**EXCLUSIONS**

1. The Company shall not be liable under this Policy in respect of: a) Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly, of smoke, soot, aggressive substance, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) burglary or theft, collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God impact of land-borne, waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.

Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning excessive pressure, short circuiting, arcing self heating or leakage of electricity, from whatever cause (lighting included), is covered provided that this extension shall apply only to the particular electrical machine, apparatus, fixture, fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

- b) Accident, loss, damage and/or liability resulting from overload experiments or test requiring the imposition of abnormal conditions.

- c) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.

- d) Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use of exposure.

- e) Loss damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives.

- f) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured not withstanding such agreement.
- g) Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
- h) Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for eg. Smelt, chemical, ignition, explosions etc.

**2. SPECIAL EXCLUSIONS**

The Company shall not be liable for :

- a) The Excess, as stated in the Schedule, to be first borne by the Insured, out of each and every claim; where more than one item is lost or damaged in one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item.
- b) Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives, or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubrication oil, fuel, catalyst, refrigerant, dowtherm), felts, endless conveyor belts or wires, sleeves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal, (except insulation material), and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/ machinery is indemnifiable in terms of the Policy.
- c) Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contract, unless agreed by the Company to the contrary.

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