

# SmartDrive - Farmers' Package Policy - Policy Wordings

## Preamble:

**WHEREAS** the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Bharti AXA General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule:

## Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein against any loss or damage to the property insured; injury sustained by any Insured Person; and legal liability, if any, incurred by the Insured due to operation of any of the insured perils during the Policy period.

## Section I Standard Fire and Special perils Insurance-Building, Contents and Agricultural Items

### Definitions:

- a) **"Building"** means structure of the house (above plinth and foundation excluding land) which shall be of standard construction unless specifically mentioned. It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured or for which the Insured is accountable.
- b) **"Contents"** mean household items of the Insured (excluding jewellery and valuables) including items for which the Insured is accountable.
- c) **"Agricultural items"** include stock of farm produce (grain and / or seeds of all kinds) under storage and agricultural implements belonging to the Insured.
- d) **"Standard construction"** means any construction other than 'Kutchra' construction.
- e) **"Kutchra construction"** means any construction of walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.
- f) **"Stock of farm produce"** means the stock of the farm produce out of the agricultural activity which is stored in the building or within the agricultural field which is situate in the precincts of the building. However it shall also include stock of farm produce if any, stored in the agricultural field which is away from the building but within the same village and specifically declared.

### What is covered by this Section

This Section covers the building, contents and agricultural items of the Insured against loss or damage due to

- I) **Fire**  
Excluding destruction or damage caused to the property insured by
  - (a) (i) Its own fermentation, natural heating or spontaneous combustion
  - (ii) Its undergoing any heating or drying process
  - (b) Burning of property insured by order of any Public Authority.
- II) **Lightning**
- III) **Explosion/ Implosion**  
Excluding loss, destruction of or damage
  - a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus( in which steam is generated) or their contents resulting from their own explosion/implosion,
  - b) Caused by centrifugal forces.
- IV) **Aircraft Damage**  
Destruction or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

**V) Riot, Strike and Malicious Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- 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) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted authority;
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

- e) **Terrorism Damage Exclusion Warranty:** Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes 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.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of 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.

The warranty also excludes loss, damage, cost or expense 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.

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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**VI) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

**VII) Impact Damage**

Loss of or visible physical damage or destruction caused to the property insured due to Impact by any Rail/Road vehicle or animal by direct contact and not belonging to or owned by

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment.

**VIII) Subsidence and Landslide including Rock Slide**

Loss, Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) The 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
- e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

**IX) Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

**X) Missile Testing operations**

**XI) Leakage from Automatic Sprinkler Installations**

Excluding destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, removal or extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

**XII) Bush Fire**

Excluding loss ,destruction or damage caused by Forest Fire.

**EARTHQUAKE (FIRE AND SHOCK)**

Policy may be extended to cover the above subject to following endorsement wordings:



If option to delete STFI peril is exercised:

In consideration of the payment by the Insured to the Company of the sum of \_\_\_\_\_ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

**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 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.

#### **Special exclusions applicable to section I**

This Policy does not cover(not applicable to policies covering dwellings)

- 1) a) The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy
- b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy. The Excess shall apply per event per insured.
- 2) Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3) Loss, destruction or damage, directly or indirectly, caused to the property insured by
  - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) The radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 4) Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a) Pollution or contamination which itself results from a peril hereby insured against
  - b) Any peril hereby insured against which itself results from pollution or contamination.
- 5) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
- 6) Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- 7) Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over - running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- 8) Expenses necessarily incurred on
  - i) Architects, Surveyors & Consulting Engineer's fees and
  - ii) Debris removal by the Insured following a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount, respectively.
- 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) 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.
- 11) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
- 12) Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- 13) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

#### **Special Conditions applicable for Section I**

- 1) THIS POLICY shall be voidable in the event of mis-representation, mis-description or non disclosure of any material particular.
- 2) All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part  
**PROVIDED** such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.



Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- 3) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company :-
- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days. This condition is deleted for occupancies rated as dwellings.
  - c) If the interest in the property passes from the Insured otherwise than by will or operation of law.
- 4) This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 5) i) 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) 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.
  - b) Particulars of all other insurance, if any.
- ii) 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), proof 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.

- iii) 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.
- 6) On the happening of loss or damage to any of the property insured by this Policy, the Company 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 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.

- 7) 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.
- 8) If the Company at its option, reinstates or replaces 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.

- 9) If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril

hereby insured against 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 accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

- 10) 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, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 11) 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.
- 12) 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 thereto 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 thereto 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 dispute or difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

- 13) Every notice and other communication to the Company required by these conditions must be written or printed.
- 14) At all times during the period of insurance of this Policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

## **Section II- Burglary and House Breaking- Contents, and Agricultural Items**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify, the Insured to the extent of the intrinsic value of –

- a) Any loss of or damage to property or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house -breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b) Damage caused to the premises resulting from burglary and/or housebreaking or any attempt thereat, any time during the period of insurance. Provided always that the liability of the Company shall in no cases exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

### **DEFINITIONS**

- a) **“Burglary & Housebreaking”** means theft involving entry into or exit from the Insured’s premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured’s employees or a member of the Insured’s family or any person residing lawfully in the Insured’s premises.
- b) **“Property”** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured’s premises or as described in the Schedule to this Policy including items contained therein for which the Insured is accountable.

### **EXCLUSIONS**

The Company shall not be liable in respect of -

- 1) Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- 2) Loss or damage where any inmate or member of the Insured’s household or of his business staff or any other person lawfully in the premises in the business is concerned in the actual theft or damage to any of the articles or premises or where such loss or damage have been expedited or in any way assisted or brought about by any such person or persons.
- 3) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- 4) a) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.



- b) Loss or damage whether direct or indirect arising from war, warlike 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, restraint and detainment by Order of any government or any other authority.
  - c) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- 5) a) 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 by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
  - b) Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material.
  - 6) Consequential loss or legal liability of any kind.
  - 7) Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.
  - 8) Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.
  - 9) Loss which is unexplained or mysterious nature or not substantiated.
  - 10) Any shortage due to error or omission.
  - 11) This Policy shall cease to attach:
    - a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights;
    - b) If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased;
    - c) To any property the interest of the Insured in which shall pass from the Insured otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the Policy.
  - 12) **Terrorism Damage Exclusion Warranty:** Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes 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.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of 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. The warranty also excludes loss, damage, cost or expense 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.

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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### SPECIAL CONDITIONS

- 1) **Reinstatement of Sum Insured:** Immediately upon the happening of any loss or damage as described in the Policy, the total Sum Insured and the Sum Insured upon the various descriptions of property which have been lost or damaged shall be reduced by the amount of loss or damage and such reduced sums insured shall be the limit of the Company's liability in respect of any further loss or damage occurring during the current period of insurance, unless the Company consents, upon payment of additional premium to reinstate the full Sum Insured.
- 2) **Maintenance of books & keys:** The Insured shall keep a daily record of the amount of cash contained in the safe or strong room and such record shall be deposited in a secure place other than the safe or strong room and produced as evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the premises out of business hours, unless the premises are occupied by the Insured or any other authorised employee of the Insured, in which case, such keys if left on the premises shall be deposited in a secure place not in the vicinity of the safe or strong room.

#### FIRST LOSS POLICY

"It is hereby declared and agreed that this Policy is issued as a 'First Loss Insurance' up to \_\_\_\_\_% of Insured's Total Stocks (100%) as itemized in the Schedule attached to and forming part of this Policy and that the liability of the Company is limited to the percentage so chosen.

It is further declared and agreed that in the event of the total value of stocks at risk at the time of loss within the meaning of the Policy be greater than the total value declared for purposes of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable share of the loss accordingly.  
Every item, if more than one, of the Policy, shall be separately subject to this Condition.  
Subject otherwise to the Terms, Conditions and Exceptions of the Policy."

(It is likely that there may be some First Loss Burglary Policies with a large number of items in the Schedule where the percentages of First Loss vary from one



situation to another situation. In such cases the words “First Loss Insurance up to \_\_\_\_\_% of \_\_\_\_\_” should be amended to “First Loss Insurance up to \_\_\_\_\_% or amount as incorporated in the Schedule of \_\_\_\_\_”.)

### Section III Animal Driven Cart

#### What is covered by this Section

- a) **Loss or damage to the Cart** - The Company will indemnify the Insured against loss or damage to the cart and/or its accessories whilst thereon:
- By fire, external explosion, lightning or flood
  - By burglary and theft
  - By malicious act
  - Accidental external means
  - Whilst in transit by road, rail, inland waterway.

Provided always that the Company shall not be liable under this Sub-section to make any payment in respect of

- Damage to hard or pneumatic rubber tyres fitted to the cart unless the cart is lost or damaged at the same time when the liability of the Company is limited to 50% towards the cost of replacement
- Wear and tear, breakdown and/or consequential loss due to depreciation
- Loss or damage to accessories by burglary or theft unless the cart is stolen at the same time
- The first Rs. 100 in respect of each and every loss except total loss by fire.

In the event of damage to the cart caused by the perils insured hereunder and for which the Company may be liable under this Policy the Insured may authorize the repair of the cart the estimated cost of which does not exceed Rs. 500/- (including excess) provided such repair is necessary and the charge reasonable and the Company is furnished with a detailed estimate of cost of such repair.

In addition except in case of total or constructive total loss in the event of the cart being disabled by reason of damage by the perils insured hereunder the Company will bear the cost of protection and removal to the nearest repairers and or redelivery to the Insured but not exceeding in all Rs. 100/- in respect of any one accident.

Coverage under this Sub-section is on first loss basis. For this Sub-section, the liability of the Company shall be limited to Rs. 10,000/-.

- b) **Death or permanent disablement of the animal/s** used for pulling the cart for a Sum Insured of Rs. 5,000/- provided that the animal/s are specifically declared under the Policy and used only for pulling the cart. Such death/disablement arising out of and during the course of an accident to insured Cart is only covered. The Policy does not cover any claim
- For death or permanent disablement of drought animal/s in the absence of an accident to the insured cart
  - For any injury sustained whilst the animal is being used for any purpose other than as stated in the proposal
  - where the injury of the said animal was solely due to pre-existence of any disease/injury, over strain and/or fatigue.
- c) **Liability to Third Parties & Passengers** - in the event of accident caused by or arising out of the use of the cart against all sums not exceeding upto Rs. 10000/- in any one accident and Rs. 25000/- for all the accidents in a year including claimants costs and expenses (incurred with written consent of the Company) which the Insured shall become legally liable to pay in respect of:
- Death of or bodily injury to any person other than a family member or a person in the service of or acting in any capacity either for the farmer or any of his sub-contractors and
  - Damage to property other than property belonging to the farmer or carried by him in his cart or held in trust by or in the control of the farmer or his employees or sub-contractors.

In the event of the death of any person entitled to indemnity under this Policy, the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they apply.

The Company may at its own option (a) arrange for representation at any Inquest or Fatal Enquiry in respect of any death which may be the subject of indemnity under this Sub-section and (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Sub-section.

Sl. No.	Particulars of loss	Amount of Compensation (Rs.)
a)	death of the cart driver	Rs.10,000/-
b)	the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot	Rs.10,000/-
c)	the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or a foot	Rs.5,000/-
d)	permanently, totally and absolutely disabling the driver	Rs.10,000/-

- d) **Accident to cart driver:** Notwithstanding the limitation of legal liability in the foregoing Sub-section c), the Company shall pay the farmer an amount as per Table hereunder provided, if the cart driver sustains any bodily injury resulting solely from the accident whilst driving the insured cart caused by external, violent and visible means and such injury shall then within six calendar months of its occurrence be the sole and direct cause of TABLE

#### What is not covered

The Company shall not be liable to make any payment in respect of -

- a) Depreciation, wear and tear or breakdown
- b) Damage to hard or pneumatic rubber tyres whenever fitted unless the cart is damaged at the same time when the liability of the Company is limited to 50% towards the cost of replacement
- c) First Rs. 100/- in respect of any loss or damage to the cart insured under this Policy
- d) Any accident, loss, damage or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose
- e) Any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to or traceable to arising out of or in connection with typhoon, hurricane, volcanic eruption, or other convulsions of nature
- f) Any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to or traceable to arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operation (whether before or after declaration of war), civil war, civil commotion, mutiny, rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences
- g) Any accident or loss whilst the Insured or any person driving with the general knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
- h) Any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from 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 exception combustion shall include any self-sustaining process of nuclear fission.
- l) Any accident, loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- j) Any pre-existing disability / accidental injury of the driver of the cart
- k) Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- l) Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.

#### Section IV – Personal Accident

The Company shall, if any of the Insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, pay to the Insured to the extent and manner hereinafter set forth in respect of such Insured Persons specified in the Schedule hereto -

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
  - i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Sum Insured stated in the Schedule hereto applicable to such Insured Person;
  - ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Sum Insured stated in the Schedule hereto, applicable to such Insured Person.
- c) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
  - i) The sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
  - ii) Use of a hand or a foot without physical separation, fifty percent (50%) of the Sum Insured stated in the Schedule hereto applicable to such Insured Person.

**NOTE:** For the purpose of Clauses (i) and (ii) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in or being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured, stated in the Schedule hereto applicable to such Insured Person.
- e) It also provides for reimbursement, in the event of the death of the Insured Person due to injury caused, solely and directly, by accidental, violent, external and visible means outside his/her residence, of the expenses incurred for transportation of Insured Person's dead body to his/her place of residence subject to a maximum of Rs 1,000/-.

#### Special Exclusions applicable to Section IV

Provided always that the Company shall not be liable for:

**PROVIDED ALWAYS THAT** the Company shall not be liable under this Policy for –

- 1) Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.





- 2) Compensation under more than one of the foregoing Clauses of the Basic Cover in respect of the same period of disablement other than payments under Add-on covers.
- 3) Any other payment after a claim under one of the foregoing Clauses (a), (b), or (d) of Basic Cover of the Policy has been admitted and become payable save for payments under free benefits and Additional benefits.
- 4) Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under the Basic Cover of this Policy. This would not apply to payments made under Additional benefits and free benefits.
- 5) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- 6) Any pre-existing disability / accidental injury.
- 7) Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 8) Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 9) Any claim in respect of accidental death or permanent disablement of the Insured/Insured Person.
  - i) From intentional self-injury, suicide or attempted suicide
  - ii) Whilst under the influence of liquor or drugs or other intoxicants
  - iii) Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - iv) Directly or indirectly, caused by venereal disease, AIDS or insanity
  - v) Arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion
  - vi) Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
- 10) Any consequential loss or damage cost or expense of whatsoever nature.
- 11) Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
- 12) Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
  - i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii) Nuclear weapons material.
- 13) Insured/Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
- 14) Insured/Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company
- 15) Any accident to an Insured/Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities: Air crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire fighting, police, naval, military, air force service or operations and any hazardous occupation.

## **Section V – Television Set/ VCP / VCR**

### **Definition**

“Television Apparatus” shall mean and include a Television Set, accessories forming part of the set and antenna both external and internal and/or VCP / VCR.

The Company will indemnify the Insured in respect of:-

- 1) Loss or damage to the television apparatus described in the Schedule hereto whilst contained or fixed in the “Building” by: -
  - a) Fire, lightning, explosion of gas in domestic appliances
  - b) Earthquake (fire and/or shock)
  - c) Flood, inundation, typhoon, storm, tempest, hurricane, tornado and cyclone
  - d) Bursting and overflowing of water tanks, apparatus or pipes
  - e) Aircraft or articles dropped there from
  - f) Riot, strike or malicious act
  - g) Burglary and/or house breaking or theft
  - h) Mechanical or electrical breakdowns
  - i) Accidental external means. The liability of the Company in respect of such loss or damage in any one period of insurance shall be limited to the Sum Insured specified in the Schedule hereto.



- 2) Damage to property belonging to or in the custody or control of the Insured caused by breakage or collapse of the antenna fittings or mast forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the Company in respect of such damage in any one period of insurance is limited to Rs. 3,000/- (Rupees three thousand only).
- 3) Legal liability to pay compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death of or bodily injury to any person other than a member of the Insured's family or a person in the Insured's service and or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or person in the Insured's service arising out of accident happening through or in connection with the television set due to breakdown or defect in the Television Apparatus or breaking or collapse of the internal fittings or mast forming part of the Television Apparatus and the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25,000/- (Rupees twenty five thousand only).

**Special Exclusions**

The Company shall not be liable in respect of loss or damage:

- 1) To external antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time,
- 2) Caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus,
- 3) For which the manufacturer or supplier of the Television Apparatus is responsible,
- 4) Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.

**Section VI - Agricultural Tractors**

This Section covers agricultural tractors (including trailers) of the Insured

- a) Used only for agricultural purposes and
- b) Within the geographical area specified in the Schedule hereto.

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Bharti AXA General insurance Co. Ltd. (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid the premium mentioned in the Schedule as consideration for such insurance in respect of accidental loss or damage occurring during the period of insurance.

**NOW THIS POLICY WITNESSETH:**

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon;

**SECTION VI - A LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and / or its accessories whilst thereon

- i) By fire explosion self ignition or lightning ;
- ii) By burglary housebreaking or theft ;
- iii) By riot and strike;
- iv) By earthquake (fire and shock damage);
- v) By flood typhoon hurricane storm tempest inundation cyclone hailstorm frost;
- vi) By accidental external means;

Age of Vehicles	% of depreciation
Not exceeding 6 months	NIL
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 year but not exceeding 10 years	40%
Exceeding 10 years	50%

- vii) By malicious act;
- viii) By terrorist activity;
- ix) Whilst in transit by road rail inland-waterway lift elevator or air;
- x) By landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- 1) For all rubber/ nylon / plastic parts, tyres and tubes, batteries and air bags - 50%
- 2) For fibre glass components - 30%
- 3) For all parts made of glass - Nil
- 4) Rate of depreciation for all other parts including wooden parts will be as per the following schedule.

The Company shall not be liable to make any payment in respect of:-

- a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages;
- b) Damage to tyres and tubes unless the vehicle is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement. and
- c) 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.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and redelivery to the insured but not exceeding in all Rs. 1500/- in respect of any one accident.

The insured may authorize the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- a) The estimated cost of such repair including replacements, if any, does not exceed Rs.500/-;
- b) The Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- c) The insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

#### SUM INSURED – INSURED’S DECLARED VALUE (IDV)

The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle. The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the vehicle insured at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

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

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the Company and the insured.

IDV shall be treated as the ‘Market Value’ throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

#### SECTION VI - B - LIABILITY TO THIRD PARTIES

- 1) Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums which the insured shall become legally liable to pay in respect of :-
  - i) Death of or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured.
  - ii) Damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.
- 2) The Company will pay all costs and expenses incurred with its written consent.
- 3) In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured’s order or with insured’s permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

- 4) In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
- 5) The Company may at its own option
  - a) Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
  - b) Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

**Avoidance of certain terms and right of recovery**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions.

**Application of limits of indemnity**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

Nature of injury	Scale of compensation
i) Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
iii) Loss of one limb or sight of one eye	50%
iv) Permanent total disablement from injuries other than named above.	100%

**Section VI C – Personal accident cover for owner-driver**

The Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or whilst driving or mounting into/dismounting from the vehicle insured or whilst traveling in it as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Provided always that

- a) Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of Rs. 2 lakhs during any one period of insurance.
- b) No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide or attempted suicide physical defect or infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
- c) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a) The owner-driver is the registered owner of the vehicle insured herein;
- b) The owner-driver is the insured named in this Policy.
- c) The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

**Special Exclusions applicable for Section VI**

(Applicable to all Sections of the Policy)

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

- 1) Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- 2) Any claim arising out of any contractual liability;
- 3) Any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a) Being used otherwise than in accordance with the 'Limitations as to Use' or
  - b) Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- 4) i) Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - ii) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.



- 5) Any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 6) Any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war) civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental 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 consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

#### Deductible

The Company 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.

#### Conditions applicable for section VI

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

- 1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- 2) No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 3) The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- 4) The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.
- 5) If at the time of occurrence of an event that gives rise to any claim under this Policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
- 6) If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator 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 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 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.

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

- 7) The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 8) In the event of the death of the sole insured, this Policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this Policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle



- c) Original Policy.

**General Exclusions Applicable To All Sections- Special exclusions applicable to each section will have precedence over general exclusions mentioned below:**

The Company shall not be liable in respect of:-

- 1) Loss or damage caused by depreciation or wear and tear.
- 2) Consequential Loss of any kind of description.
- 3) Loss, damage, liability or expenses, whether directly or indirectly occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith.
- 4) a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.  
b) This insurance does not cover loss or damage directly or indirectly caused by arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this condition 4(b) only, combustion shall include any self-sustaining process of nuclear fission.

**GENERAL CONDITIONS**

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

**Conditions applicable to all Sections of the Policy- Special conditions applicable for each section, will have precedence over general conditions mentioned below:**

- 5) **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, mis-description or non-disclosure of any material particulars 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 device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.
- 6) **Reasonable Care:** The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim. The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:
  - The inspection of machinery, plant, equipment and apparatus,
  - The safety of persons or property.
- 7) **Observance of terms and conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 8) **Material Change:** The Insured shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly. All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.
- 9) **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 benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 8 of this Policy.
- 10) **No Constructive Notice:** Any knowledge or information of any circumstances or condition in connection with the Insured / Insured Person, in possession 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 the premium.
- 11) **Notice of Charge:** The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the Insured or his legal representatives of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured or his legal representatives shall in all cases be a full, valid and effectual discharge to the Company.
- 12) **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.
- 13) **Overriding effect:** The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.
- 14) **Indemnity:** Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notices shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending Prosecution, Inquest Prosecution, Inquest Fatal injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act, which may be, the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender. No admission offer promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured/Insured Person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 15) **Electronic Transaction:** The Insured /Insured Person 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 centres, 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. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.

- 16) **Duty of the Insured on occurrence of loss:** On the occurrence of loss within the scope of cover under this Policy, the Insured / Insured Person shall:
- Give written notice with full particulars to the Company immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.
  - Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based.
  - In the event of death, to make a post-mortem examination of the body of the Insured/Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
  - In the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable.
  - Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company
  - Allow the Medical Practitioner or other agent of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person.
  - Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

In case the Insured / Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

- 17) **Subrogation:** In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured's/Insured Person's rights or recovery thereof against any person or organization and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person 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 and required by the Company, before or after 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.
18. **Forfeiture of claims:** If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided herein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate)
15 days	10%
1 Month	15%
2 Months	30%
3 Months	40%
4 Months	50%
5 Months	60%
6 Months	70%
7 Months	75%
8 Months	80%
9 Months	85%
Exceeding 9 Months	Full Annual Premium.

- 19) **Cancellation:** The Company may at any time, cancel this Policy, by giving 15 days notice in writing by Registered Post Acknowledgment Due to the Insured/Insured Person at his / their 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. Such notice shall be deemed sufficiently given if posted and addressed to the Insured/Insured Person at the address last registered in the Company's books and shall be deemed to have been received by the Insured/Insured Person at the time when the same would be delivered in the ordinary course of post or the Policy may be cancelled at any time by the Insured by a notice in writing under certificate of posting or by Regd. A/D. Such notice shall be deemed to be effective from the date of despatch of the same by the Insured. The Insured / Insured Person may also give 15 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, provided that, no refund of premium shall be made if any claim has been made under this Policy by or on behalf of the Insured/Insured Person.
- However, where the ownership of the vehicle is transferred the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
- 20) **Arbitration:** 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 thereto 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 the 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 dispute or difference 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.

- 21) **Observance of conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
- 22) **Policy Disputes:** The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and 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. All matters arising hereunder shall be determined in accordance with the law and practice of such court in India.
- 23) **Renewal Notice:** The Company shall be bound to neither 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 hereinbefore 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 authorized official of the Company.
- 24) **Notices:** Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post or facsimile to -
- a) In case of the Insured/ Insured Person, at the address given in the Schedule hereto.
  - b) In case of the Company, to the Policy issuing office/ nearest office of the Company.

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

- 25) **Customer Service:**  
If at any time the Insured / Insured Person requires any clarification or assistance, the Insured/ Insured Person may contact the Policy issuing office or any other office of the Company.
- 26) **Grievances:**  
In case the Insured / Insured Person is aggrieved in any way, the Insured / Insured Person may contact the Company at the specified address, during normal business hours. In case the Insured/ Insured Person has not got his/her grievances redressed by the Company within 14 days, then he/she may approach the Insurance Ombudsman for the redressal of the same, A list containing the addressees of Offices of Ombudsman are attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002 from any of our offices.

**List of Insurance Ombudsmen**

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380014. Tel: 079-27546150. Fax: 079-27546142. E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, Malviya Nagar, Bhopal. Tel: 0755-2769201/02. Fax: 0755-2769203. E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park, Bhubaneshwar - 751009. Tel: 0674-2596461 (Direct). Secretary No.: 0674-2596455. Tele Fax: 0674-2596429. E-mail: iobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101,102 & 103, 2nd Floor, Batra Building Sector 17-D, Chandigarh - 160017. Tel: 0172-2706196. Fax: 0172-2708274. E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
<b>CHENNAI</b>	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (Old 312) Anna Salai, Teynampet, Chennai - 600018. Tel: 044-24333678. Fax: 044-24333664. E-mail: insombud@md4.vsnl.net.in	TamilNadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, New Delhi - 110002. Tel: 011-23239611. Fax: 011-23230858. E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5th Floor, Nr. Panbazar Overbridge, S.S. Road, Guwahati - 781001. Tel: 0361-2131307. Fax: 0361-2732937. E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

<b>HYDERABAD</b>	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, Hyderabad - 500004. Tel: 040-23325325. Fax: 040-23376599. E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
<b>ERNAKULAM</b>	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682015. Tel: 0484-2358734. Fax: 0484-2359336. E-mail: iokochi@asianetglobal.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
<b>KOLKATA</b>	Shri K. Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road, 3rd Floor, Kolkata - 700001. Tel: 033-22134869. Fax: 033-22134868. E-mail: iombkol@vsnl.net	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
<b>LUCKNOW</b>	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazratganj, Lucknow - 226001. Tel: 0522-2201188. Fax: 0522-2231310. E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), Mumbai - 400054. PBX: 022-26106928. Fax: 022-26106052. E-mail: ombudsman@vsnl.net	Maharashtra, Goa

Insurance is the subject matter of the solicitation.



