

Registered Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021.

RGICL/MI-FP/Form 3

### FARMERS' PACKAGE POLICY

#### 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 Reliance General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy:

#### **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 Building, Contents and Other items

#### **Definitions**:

- a) "Building" means structure (above plinth and foundation excluding land) 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 'Kutcha' construction.
- e) "Kutcha 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.

#### What is covered by this Section

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

- a. Fire and allied perils including lightning, explosion of gas in domestic appliances
- b. Earthquake (Fire and/or shock), subsidence and landslide (including rockslide) damage
- c. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone
- d. Bursting and overflowing of water tanks, apparatus or pipes
- e. Aircraft or articles dropped therefrom
- f. Riot, strike or malicious act
- g. Impact damage
- h. Burglary, housebreaking including theft save where any member of the Insured's family is connected as principal or accessory.

#### Extension

The insurance by this policy may be extended to also cover contents insofar as such contents is not otherwise insured whilst temporarily removed and during transit as accompanied baggage anywhere in India to other premises used for temporary residence by the Insured or by any member of the Insured's family permanently residing with him or other premises wherein the Insured shall have placed any of such contents for safe custody during his temporary absence from the building insured during any period or periods not exceeding in the aggregate One Hundred and Twenty (120) days in any one period of insurance, provided that the liability of the Company in respect of contents so removed shall not exceed one tenth of the total sum insured under this Section.

Coverage under this Section is on first loss basis. The liability of the Company shall be limited to the amount of sum insured specified in the Schedule hereto.

#### What is not covered

The Company shall not be liable in respect of loss, destruction or damage -

- 1. to articles of consumable nature
- 2. to livestock, Agricultural Tractors and pedal cycles
- 3. the first Rs. 2500/- or 2.5% of the sum insured whichever is less in respect of each and every loss under flood group of perils
- 4. the first Rs. 25,000/- or 5% of the sum insured which ever is less in respect of each and every loss under stock of farm produce
- 5. in respect of the following materials or goods if stored in the aggregate in excess of 1% of the total value of stock
  - a) materials which are easily ignitable / fast burning (e.g. grass, hay, jute oily and or greasy waste, straw)
  - b) flammable liquids
- 6. caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming

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

- 7. directly or indirectly, caused to the property insured by
  - a) ionising, radiation 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
- 8. 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
- 9. to bullion or unset precious stones or any curios or works of art of an amount exceeding Rs. 10,000/-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.
- 10. to the stocks in cold storage premises caused by change of temperature
- 11. 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
- 12. consisting of expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount, respectively
- 13. relating to loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
- 14. by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered
- 15. by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, malicious damage cover
- 16. occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.

#### Special Condition

No one article other than furniture is deemed to be more than 5% of the sum insured under this Section unless separately specified and value stated.

In the event of assets / property insured being damaged by any of the insured perils, the Company will pay for the amount of loss or damage or at its option replace or repair the damaged property. In any case, the liability of the Company shall be limited to the amount of sum insured specified in the Schedule hereto.

#### Section II Animal Driven Cart

#### What is covered by this Section

- 1. 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:
- a. By fire, external explosion, lightning or flood
- b. By burglary and theft
- c. By malicious act
- d. Accidental external means
- e. Whilst in transit by road, rail, inland waterway.

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

- a. 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
- b. wear and tear, breakdown and/or consequential loss due to depreciation
- c. loss or damage to accessories by burglary or theft unless the cart is stolen at the same time
- d. the first Rs. 50 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 authorise the repair of the cart the estimated cost of which does not exceed Rs. 150/- (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. 50/- 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/-.

2. Death or permanent disablement of the animal/s used for pulling the cart for a sum insured of Rs. 2,000/- provided that the animal/s are insured under the policy and provided further that such death/disablement arises out of and during the course of an accident to the cart under this Section. Notwithstanding anything herein stated no claim for death or permanent disablement of drought animal/s shall be payable in the absence of an accident to the cart.

The Company shall not be liable under this Section for any injury sustained whilst the said animal is being used for any purpose other than as stated in the Schedule or the injury of the said animal was solely due to pre-existence of any disease, over strain and/or fatigue.

- 3. 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 up to 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:
  - a) Death of or bodily injury to any person other than a person in the service of or acting in any capacity either for the Insured or of any subcontractor to the Insured and
  - b) Damage to property other than property belonging to Insured or carried in his cart or held in trust by or in the control of the Insured or his employees or sub-contractors.
  - c) 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, fulfill and be subject to the terms, exceptions and conditions of this policy insofar as they apply.
  - d) 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 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 Section.
  - 4. Notwithstanding the limitation of legal liability in the foregoing Sub-section 3, 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

S 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	Rs. 10,000/-
	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	
с.	the total and irrecoverable loss of sight of one eye or	Rs. 5,000/-
	total and irrecoverable loss of use of a hand or a foot	
d.	permanently, totally and absolutely disabling the	Rs. 10,000/~
	driver	

#### What is not covered

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

1. depreciation, wear and tear or breakdown

- 2. 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
- 3. first Rs. 100/- in respect of any loss or damage to the cart insured under this policy
- 4. any accident, loss, damage or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose
- 5. 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
- 6. 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
- 7. 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.
- 8. 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.
- 9. Any accident, loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### Section III – 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 -

- 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:
  - 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 (b) and (c) 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 the place of residence subject to a maximum of Rs 1,000/-.

#### **Special Exceptions**

Provided always that the Company shall not be liable for :

- 1. Any existing disablement.
- 2. 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.
- 3. Any payment in case of more than one claim in respect of such Insured Person under the policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this Section to such Insured Person. This would not apply to payments made for carriage of dead body.
- 4. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling 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, (d) directly or

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indirectly caused by venereal diseases, AIDS or insanity, (e) arising or resulting from the Insured Person committing any breach of law with criminal intent (f) whilst engaging in racing, hunting, mountaineering, Ice Hockey, winter sports

'Standard type of aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

#### SECTION IV – TELEVISION SET/ VCP / VCR

#### Definition 7

"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 Exceptions

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 V - 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.

#### Sub Section V-a LOSS OR DAMAGE

- 1. The Company will indemnify the Insured against loss or damage to his agricultural tractors and/or its accessories whilst thereon
  - a) by fire, explosion, self ignition or lightning
  - b) by burglary or theft
  - c) by riot, strike
  - d) by earthquake (Fire and/or Shock)
  - e) by flood, typhoon, tempest, hurricane, storm, inundation, cyclone, hailstorm, frost
  - f) by accidental external means
  - g) by terrorism
  - h) whilst in transit by road, rail, inland waterway, lift or elevator
  - i) by malicious act

subject to deduction for depreciation at the rates mentioned below in respect of parts replaced

<ul> <li>For all rubber nylon plastic parts, tyres and battery</li> <li>For all parts made of glass</li> </ul>	50% NIL					
For all other parts						
Age of Vehicles	% of depreciation					
Upto 6 months	NIL					
Between 6 month and 1 year	5%					
Between 1 year and 2 years	10%					
Between 2 year and 3 years	15%					
Between 3 year and 4 years	25%					

Between 4 year and 5 years	35%
Between 5 year and 10 years	40%
Over 10 years	50%

- 2. 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 breakage or for damage caused by overloading or strain on the agricultural tractor or for loss or damage to accessories by burglary or theft unless such agricultural tractor is stolen at the same time.
  - b) Damage to tyres unless such agricultural tractor is also damaged at the same time when the liability of the Company is limited to 50% (fifty percent) of the cost of replacement.
  - c) Any accidental loss or damage suffered whilst the Insured or any person driving with the knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
- 3. In the event of the agricultural tractor being disabled by reason of loss or damage covered under this policy the Company will bear the cost of protection and removal to the nearest repairers and of redelivery to the Insured but not exceeding in all Rs. 1,000 (one thousand) in respect of any one accident.
- 4. The Insured may authorize the repair of the agricultural tractor necessitated by damage for which the Company may be liable under this policy provided that:
  - (a) the estimated cost of such repair does not exceed Rs. 500/-
  - (b) the Company is furnished forthwith a detailed estimate of the cost and
  - (c) the Insured shall give the Company every assistance to see that repair is necessary and the charge reasonable.

#### Sub-section V-b LIABILITY TO THIRD PARTIES

The Company will indemnify the Insured against all sums including claimant's cost and expenses which the Insured shall become legally liable to pay in respect of

- a) Death or bodily injury to any person caused by or arising out of use (including the loading and/or unloading) of the agricultural tractor and
- b) Damage to property caused by the use (including the loading and/or unloading) of the agricultural tractor,

within the geographical area specified in the Schedule hereto.

#### PROVIDED ALWAYS THAT

- a) The Company shall not be liable in respect of death, injury caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the agricultural tractor after unloading them or the taking away of the load from the agricultural tractor after unloading therefrom.
- b) Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- c) Except so far as is necessary to meet the requirements of the Motor Vehicles Act in relation to liability under the Workmen's Compensation Act, 1923 the Company shall not be liable in respect death of or bodily injury to any person (other than passenger carried by reason of or in pursuance of a contract of

employment) being carried in or upon entering or alighting from the agricultural tractor at the time of the occurrence of the event out of which any claim arises.

- d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or control of the Insured or a member of the Insured's household or being conveyed by the agricultural tractor.
- e) The Company shall not be liable in respect of damage to the bridge and/or viaduct and/or anything beneath by vibration or by weight of the agricultural tractor and/or load carried by the agricultural tractor.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitation of indemnity which is granted by this Section to the Insured, the Company will indemnify any driver who is driving the agricultural tractor on the Insured's order or with his permission provided that such driver shall as though he were the Insured observe fulfill and be subject to the terms, exceptions and conditions of this policy insofar as they apply.

4. The Company may at its own option (a) arrange representation at any inquest for fatal inquiry in respect of any death which may be the subject of indemnity under this 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 Section.

5. In the event of death of any person entitled to indemnity under this policy, the Company will in respect to 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, fulfill and be subject to the terms, exceptions and conditions of this policy insofar as they apply.

#### Sub-section V-c TOWING DISABLED VEHICLES

This policy shall be operative whilst the agricultural tractor is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by sub-section V-b of this policy shall subject to its terms and limitations be extended to apply in respect of liability of such towed vehicle. Provided always that:

- a) such towed vehicle is not towed for reward
- b) the Company shall not be liable in respect of damage to such towed vehicle or property being conveyed thereby.

#### SPECIAL EXCLUSIONS

The Company shall not be liable under the policy in respect of:

- 1. any accident, loss, damage and/or liability caused sustained or incurred whilst the Agricultural Tractor is being
  - a. used outside the Geographical Area specified in the Schedule hereto
  - b. used otherwise than in accordance with the Limitation as to use
  - c. driven by an person other than a Driver as stated in the Driver's clause

- 2. any claim arising out of any contractual liability
- 3. 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 exclusion combustion shall include any self sustaining process of nuclear fissions.
- 4. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 5. any accident, loss, damage or liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with war, invasion, act of foreign enemies, hostilities or war like operations (whether before or after declaration of war) civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences.

#### SPECIAL CONDITIONS

- 1. The Company may on its own option repair reinstate or replace the agricultural tractor or parts thereof and/or accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed the actual value of the parts damaged or loss less depreciation plus the reasonable cost of lifting and shall in no case exceed the Insured's estimate of the value of the agricultural tractor (including accessories thereon) at the time of the loss or damage whichever is less.
- 2. The Insured shall take all reasonable steps to safeguard the agricultural tractor 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 agricultural tractor or any part thereof or any Driver or Employee of the Insured. In the event of any accident or breakdown the agricultural tractor shall not be left unattended without proper precaution being taken to prevent further damage or loss and if the agricultural tractor be driven before the necessary repairs are effected any extension of the damage or further damage to the agricultural tractor shall be entirely at the Insured's own risk.

#### **BONUS/MALUS CLAUSE**

A discount may be allowed or a loading charged on the premium for such part of the Insurance as is renewed in respect of vehicles as per Indian Motor Tariff as applicable on date.

#### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable in respect of:-

- 1. 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.
- 2. Loss or damage caused by depreciation or wear and tear.

- 3. Consequential Loss of any kind of description.
- 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 APPLICABLE TO ALL SECTIONS

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.

- 1. The Insured shall take all reasonable steps to safeguard the property insured against accident, loss or damage.
- 2. The Insured shall maintain all records and books of accounts reasonably required in an accurate manner.
- 3. All cover under this policy shall cease if any alteration be made whereby the risk of damage or injury is increased until such alteration be agreed to by the Company in writing.
- 4. 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.
- 5. All insurance under Section I of this policy (Fire and allied perils) 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 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.

- 6. Under any of the following circumstances the insurance under Section I of this policy (Fire and allied perils) 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: -
  - 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.
  - If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - If the interest in the property passes from the Insured otherwise than by will or operation of law.
- 7. The insurance under Section I of this policy (Fire and allied perils) 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.
- 8. 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 in 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.

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, subject of 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.

9. 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 of settlement of any claim or to prosecute in the name of the Insured 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.

- 10. 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.

At any time after the happening of any event giving rise to a claim the Company may pay to the Insured the full amount of the Company's liability under the applicable Section of the policy and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

11. 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 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.

- 12. 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.
- 13. 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
- 14. 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.
- 15. 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.
- 16. At all times during the period of insurance of this policy the insurance cover under Section I will be maintained to the full extent of the respective sums 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 to 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.

17. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per All India Fire Tariff (Table given here below) 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 rateable proportion of the premium for the unexpired term from the date of the cancellation.

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.								

However, where the ownership of the vehicle is transferred the Policy cannot be cancelled unless evidence that the Vehicle is insured elsewhere is produced.

18. 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 difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

19. 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.





## **Proposal form for Farmers' Package Policy**

The property proposed for insurance is not covered until the proposal is accepted and premium received.

Broker/Agent's Name							Code																				
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IV Television, VCP/VCR						
S.No	Description	Sum Insured (Rs)				
1	Television	Rs. 10,000				
	Third party property damage Third party liability	Rs. 3,000				
		Rs. 25,000				

RGICL – Proposal form – Farmers Package Policy

V	Agricultura	I Tractors	ed						
	Regn. Mark	Engine No Chassis No	Make	Year of Manufacture	Type of Body	Gross Vehicle weight	IEV		
5. Ha	we any of the	items opted f ve details of t	or coverage ui he same. Attac	nder various S ch a separate sl	ections enume heet, if necessa	erated overleaf ary.	suffered any damage		
Date	previously? If so, give details of the same. A Date of Details of Loss			Amount	of Loss	Name of the Insurance Company			
Occur	rence			(R	s)				
			<u> </u>		<u> </u>				
6. Give details of previous insurance, if any.			Policy no:						
				Company:					
				Expiry Date:					

I/We hereby declare that the statements, answers and particulars given by me / us in this proposal form are true to the best of my / our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Reliance General Insurance Company Limited any additions/alterations carried out in the risk proposed for insurance after submission of this proposal form.

Place:

Date:

Signature of Proposer

#### Prohibition of rebates - Section 41 of The Insurance Act 1938

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or continuing a policy accept any rebate except such rebates as may be allowed in accordance with the prospectuses or tables of the insurer.

 Any person making default in complying with the provisions of this Section shall be punishable with fine which may extend to Rs 500/-.



**Company Limited** Registered Office: 3<sup>rd</sup> Floor, Maker Chambers IV, Nariman Point, Mumbai 400 021

#### Farmers' Package Policy

#### RGICL/MI-FP/Form - 3

	Schedule
Area Office & code:	Agency & Code: Direct
Policy No:	
Date of proposal & declaration:	Details of previous policy(in case of renewal) Previous policy No: Date of expiry:
Name and address of the Insured:	
Occupation:	
Address of the building covered:	

Period of Insurance:

Section No.	Desc	ription	Sum Insured (Rs)		
I Building, Contents and Other Items II	A. Building and B. Agricultural produce	impleme	Rs 10,000/-		
Animal Driven Cart	2. Death or used for p	perman ulling th o third p	ent disability ne cart parties & passe	Rs. 2,000/- Rs. 10,000/- per accident and Rs. 25,000/- per year Rs. 10,000/-	
III Personal Accident	S. Name No Please attach a separate l	Age	Relationship with the Insured	Whether earning member or not	
IV	Description				



Television Set	1.	Televis	ion Set/	VCP/VCI			
	2.	Third p	arty pro	operty dar	Rs. 10,000/-		
	3.	-			Ũ		Rs. 3,000/-
		•	2	-			Rs. 25,000/-
V Agricultural Tractors	Regn. Mark	Engine No and Chassis No	Make	Year of manufac ture			
Net Premium	Rs						
Service tax @ 5 %	Rs						
Total	Rs.						

#### IN WITNESS WHEREOF SIGNED BY AND ON BEHALF OF THE COMPANY

For Reliance General Insurance Company Limited

Date: Place:

Authorised Signatory