



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

ITGI/KSB/03

UIN: IRDAN106P0002V01200708

KISAN SUVIDHA BIMA POLICY

This Policy is evidence of the contract between You and ITGI. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium, ITGI will insure Your interest under the Sections specified as operative in the Schedule during the Policy Period and accordingly We will indemnify You in respect of events occurring during the Policy Period in the manner and to the extent set forth in the Policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

Your Policy is based on information which You have given Us and the truth of these information shall be condition precedent to Your right to recover under this Policy.

DEFINITION OF WORDS

1. Proposal

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf.

2. Policy

It means the Policy wording, the Schedule and any applicable endorsement or memoranda. Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties, provisions on which the Policy is issued.

3. Schedule

It means the latest Schedule issued by Us as part of Your Policy. It provides details of Sections of Your Policy which are in force, and the level of cover You have. A revised Schedule will be sent at each renewal and whenever You request for a change in the cover.

4. Endorsement

It means any alteration made to the Policy, which has been agreed to by Us in writing.

5. **Sum Insured**
It means the monetary amounts shown against any Item or Section of the Policy.
6. **We/ Our/ Us**
It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.
7. **You/ Your**
It means the persons named as the Insured in the Schedule.
8. **What is Covered**
It means the damages/ perils/ contingencies which are covered under the Policy and for which We have liability in the event of claim occurrence.
9. **What is Not Covered**
It means the damages/ perils/ contingencies which are not covered under the Policy and for which We have no liability in the event of claim occurrence.
10. **Market Value**
It means the Replacement Value of insured property or item as new at the time of Damage less due allowance for betterment, wear and tear and/ or depreciation OR the value which can be realised from the market for such insured property immediately before the occurrence of Damage, whichever is lower.
11. **Reinstatement Value**
It means cost of replacement of the insured property by a new property of same kind and same capacity
12. **Damage/ Damaged**
It means loss or damage of the insured property.
13. **Accident (except for Personal Accident Section)**
It means a fortuitous event or circumstance which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
14. **Excess**
It means the first part of any claim for which You are responsible. Any Sum Insured/ Limit will apply after the Excess has been deducted.
15. **Family**
It means Your spouse, children, parents and/ or other relatives normally living with You in Your Home.
16. **Home**
It means the private dwelling named in the Schedule used for domestic purposes within the boundaries of the land belonging to it.

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

17. Money

It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon voucher.

18. Personal Effects

It means articles excluding money, jewellery and valuables, which are normally worn, used or carried about by You or Your Family in every day life.

19. Documents

It means and includes Patterns, Models, Moulds, Designs, Plans, Deeds, Printed Books and unused Stationary, Computer Systems, Records, Manuscripts any other documents including Securities and Stock Certificates.

20. Unoccupied

It means not lived in by You, Your Family, Your domestic employee or any other person authorised by You.

21. Geographical Limits

It means within Indian territory, unless otherwise specified.

22. Policy Period

It means the period commencing from the effective date and hour as shown in the Schedule and terminating on the expiry date as shown in the Schedule.

23. First Loss

It means the part (percentage) of the total value of properly at risk covered under this insurance which represents our maximum liability in the event of any Damage under the Policy. The First Loss value is 50% of the total value at risk for this insurance. The coverage under Sections 1(A) & 2 of the Policy are granted on First Loss basis.

24. Renewal

It means the terms on which the contract of insurance can be renewed on mutual consent.

25. Contribution

It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

26. Disclosure to information norm:

This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact

GENERAL CONDITIONS

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

(These apply to the whole Policy)

27. REASONABLE PRECAUTION AND CARE OF PROPERTY

You shall take all reasonable precautions for safety and soundness of insured property and to prevent injury, illness, disease, loss or damage in order to minimise claims. You must comply with manufacturer's recommended actions for inspection and maintenance and shall also comply with all statutory requirements or other regulations and will employ only competent employees.

28. Free Lookup Period:

You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.

If you have not made any claim during the free look period, then you shall be entitled to :

- I. A refund of the premium paid less any expenses incurred by us
- II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
- III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges

29. NOTICE

You will give every notice and communication in writing to Our office through which this insurance is effected.

30. MIS-DESCRIPTION

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, mis-description or concealment/ non-disclosure of any material information.

31. CHANGE IN CIRCUMSTANCES

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your Family, Your employees and/ or Your Home which may affect the insurance cover provided e.g. change of address, the period for which the building insured or containing the insured property remains unoccupied if such period exceeds 30 days etc. You must also notify Us about any alteration made or change in information as described aforesaid whereby risk of Damage or Accident is increased. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

32. CLAIM PROCEDURE AND REQUIREMENTS

An event, which might become a claim under the Policy, must be reported to Us as soon as possible. A written statement of the claim will be required and a Claim Form will be provided. This written statement of claim along with supporting documentation (estimates, vouchers, invoices, proof, investigation report and the like) prepared at Your expenses along with particulars of other insurances covering the same risk must be delivered to Us within 15 days of date of Damage.

The Police must be informed of any theft, attempted theft or Damage caused by rioters, strikers, malicious persons or vandals or of any other criminal act. You shall also take practicable steps to apprehend the guilty person and recover the property lost.

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

If any person is claiming against You, Your Family or Your employee, every letter, claim, writ, summon, process information or any verbal notice of claim shall be forwarded to Us without delay. You, Your Family or any person on Your behalf must not attempt to negotiate any claim, nor admit or repudiate any claim without Our consent. You shall give all possible assistance to enable Us to settle or resist any claim or to institute proceedings as deemed suitable by us.

In the event of a claim under Personal Accident Section, You or Your personal representative must give immediate written notice and in any case within 14 days of occurrence of injury/ death. All certificates, information and evidences from a Medical Practitioner or otherwise required by Us shall be furnished by You or Your personal representative/ assignee in the manner and form as We may prescribe. In such claims, the Insured Person will allow our medical representative to carry out examination if and when We may reasonably require.

33. CLAIM CONTROL

- a. We are entitled to:
 - i. enter any building where Damage has occurred and take possession of the building or any property of the building and deal with salvage, but this does not mean that property can be abandoned to Us and We shall not by any act done in exercise or purported exercise of our process hereunder, incur any liability or diminish any of our rights to rely upon any Policy condition while responding to any claim lodged by You.
 - ii. receive all necessary information, proof of Damage and assistance from You and from any other person seeking benefit under this Policy.
 - iii. take over and conduct in Your name or in the name of any person seeking benefit under this Policy, defence or settlement of any claim.
 - iv. take proceedings at Our own expenses and for Our own benefit, but in Your name or in the name of any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.
- b. No admission, offer, payment or indemnity shall be made or given by You or on Your behalf without Our written consent.

34. FRAUD

If a claim is fraudulent on account of fraudulent means or action used by You, Your Family, or Your employee, all benefits and rights under this Policy shall be forfeited.

35. CONTRIBUTION

If, when any claim arises, there is any other insurance covering the same matter, We will pay only Our rateable proportion. This Condition does not apply to Section 4 (Personal Accident).

36. CANCELLATION

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. We will then allow a refund after retaining the premium based on following short period table:

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

Period of Cover up to	Percentage of Annual Premium to be retained
15 days	10%
1 months	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	100%

This refund of premium is subject to the condition that no claim has been preferred on Us.

37. ARBITRATION

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) 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 two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the arbitration and conciliation act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

DISCLAIMER CLAUSE

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

38. REINSTATEMENT OF SUM INSURED

The Sum(s) Insured of:

- | | |
|-----------|--|
| Section 1 | Fire and Allied Perils |
| Section 2 | Burglary, Housebreaking and Other Perils |

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

shall not be reduced by the amount of any Damage but pro-rata premium on the amount of Damage from the date of occurrence of Damage to expiry of Policy Period shall be payable by You. The additional premium referred herein above shall be deducted from net claim amount payable under the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of Damage in case You immediately on occurrence of the Damage exercise Your option not to reinstate the Sum Insured as above.

39. No sum payable under this Policy shall carry any interest/ penalty.
40. The Geographical Limit of this Policy will be India except for Section 4 (Personal Accident), where the Geographical Limit will be worldwide. However all claims shall be settled in India in Indian Rupees. The provision of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally subject themselves to the jurisdiction of the Courts in India
41. **Grievance or Complaint:** You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office
42. **Sum Insured Enhancement:** In case of increase in Capital Sum Insured more than 10% (ten percent) of last year capital Sum Insured at the time of renewal, subject to underwriter's discretion.
43. **Withdrawal & Alteration of Policy Conditions:** The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.
A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.
44. **Payment of premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.
45. **Protection of Policy Holder's Interest:** in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

WARRANTIES

It is warranted -

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

1. That Our liability in respect of any item specified in the Schedule including any additional costs and expenses payable in connection with that item (unless specifically expressed as being payable in addition to the Sum Insured) shall not exceed the Sum Insured set against such item or in the whole the total Sum Insured or such other sum(s) as may be substituted for it by Endorsement signed by us or on Our behalf.
2. That whenever Your Home is left Unoccupied, all doors and windows shall be properly secured and all keys for main doors of Your Home shall be either removed from there or handed over to Your authorised person (including security guard). It is provided that breach of this Warranty shall not be a bar to any claim for loss or damage caused other than by Burglary etc perils.
3. That the building containing or constituting Your Home is -
 - a.) maintained in a good and substantial state of repair.
 - b.) occupied by You for residential purposes and not as a manufacturing unit, godown, warehouse or office.

GENERAL EXCLUSIONS

{What Is Not Covered by the whole Policy}

We will not be liable for:

1. WAR RISK

Damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion or loot or pillage in connection therewith.

2. CONFISCATION

Any Damage due to confiscation, commandeering, requisition, detention or destruction by order of any Government or lawfully constituted authority.

3. NUCLEAR RISK

Any Damage to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to by or arising from -

- a.) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b.) the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

4. WEAR AND TEAR

Damage caused by wear and tear, depreciation and/or gradual deterioration.

5. CONSEQUENTIAL LOSS

Consequential loss of any kind or description including any reduction of market value beyond the cost of repair or replacement.

6. EXISTING DAMAGE

Any damage, injury, accident, disease or illness existing or occurring before cover commences under the Policy.

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

7. MATCHING OF ITEMS

The cost of repair or replacement of any undamaged or unbroken item or part of item forming part of a set, suit or other article of uniform nature, colour or design when Damage or breakage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched.

8. TERRORISM DAMAGE

Any Damage as a consequence of an act of Terrorism or act by Terrorist as well as action taken to control/ prevent/ suppress Terrorism or act by Terrorists. For the purpose of this Exclusion, an act of Terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or Government(s), committed for political, religious, ideological or similar purpose including the intention to influence any Government and/ or put the public, or any section of the public in fear. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism. This Exclusion is not applicable for Section 6 of this Policy.

**SECTION 1
FIRE AND ALLIED PERILS**

PROPERTY INSURED

PROPERTY COVERED	PROPERTY NOT COVERED
<p>A. All Household Contents</p> <p>B. Building portion of Your Home, which should not be of kutchra construction including its outbuildings, boundary walls, gates and fences, inbuilt fixtures and fittings, terraces, plinth and foundations.</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> 1. Articles of hazardous nature, including explosives. 2. Air or water craft, motor vehicles (other than domestic gardening equipment) caravans, trailers whether licensed for road use or otherwise or parts and accessories on or in any of them. 3. Livestock or pets or any other living creature. 4. Stamps, bullions, or unset precious stones. 5. Tree, plants, shrubs or growing matter. 6. Money or Documents.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify You against such Damage to property insured at Your Home.</p> <ol style="list-style-type: none"> 1. Fire 	<p>We will not be liable for</p> <ol style="list-style-type: none"> 1. Damage caused to the property insured by <ol style="list-style-type: none"> a.) Its own fermentation, natural heating or spontaneous combustion. b.) Its undergoing any heating or drying process. 2. Damage to boilers (other than domestic boilers),

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

<p>2. Lightning</p> <p>3. Explosion / Implosion.</p> <p>4. Damage caused by an aircraft, other aerial or space devices and articles dropped therefrom.</p> <p>5. Riot, Strike and Malicious Damage: - Loss of or Visible physical Damage by external violent means directly caused to the property insured.</p> <p>6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.</p> <p>7. Impact Damage by any rail/road vehicle or animal by direct contact.</p> <p>8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the part of site on which the insured property stands or landslide/rockslide.</p> <p>9. Bursting and overflowing of water tank, apparatus and pipes.</p> <p>10. Missile testing operations.</p> <p>11. Leakage from automatic sprinkler installations.</p> <p>12. Bush Fire.</p> <p>13. a.) Pollution or contamination which results from a peril mentioned under Items 1 to 13 above. b.) Any peril mentioned under Items 1 to 13 above, which results from pollution or contamination.</p>	<p>economisers or other vessels machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion or damages caused by centrifugal force</p> <p>3. Damage caused by pressure waves.</p> <p>4. Damage caused by</p> <p>a.) Total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind.</p> <p>b.) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building or prevention of access to the same.</p> <p>c.) Burglary, housebreaking, theft, larceny or any other such attempt or omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.</p> <p>5. Damage by vehicle/animals belonging to or owned by You or Your Family or Your domestic employees.</p> <p>6. Damages caused by:-</p> <p>a.) Normal cracking, settlement or bedding of new structures.</p> <p>b.) Settlement or movement of made up ground.</p> <p>c.) Coastal or river erosion.</p> <p>d.) Defective design or workmanship or use of defective material</p> <p>e.) Demolition, construction, structural alteration or repair of any property or ground work or excavation.</p> <p>7. Damage caused by</p> <p>a.) Repairs or alteration to Your Home.</p> <p>b.) Repairs, removal or extension of the sprinkler installation.</p> <p>c.) Defects in construction known to You.</p> <p>8. Damage caused by Forest Fire.</p> <p>9. Damages caused to the insured property by pollution or contamination, other than what is stated under Item 14 of "What Is Covered".</p> <p>10. Damage to any electrical/electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included),</p>
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Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

	<p>provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.</p> <p>11. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.</p> <p>12. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.</p> <p>13. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature (unless covered specifically through payment of additional premium)</p>
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SPECIAL PROVISIONS

1. **AVERAGE**

- A The coverage under Item A of this Section for household items is on First Loss basis (upto 50% of the total Contents of Your Home) as limits stated in the Schedule attached to and forming part of the Policy. In the event of any Damage under the Policy if it is found that the actual Market Value of 50% of the total property at risk exceeds the value (Sum Insured) declared to us, then Our liability is restricted to the same proportion of the Damage as the value (Sum Insured) declared to Us bears to the actual Market Value of 50% of the total property at risk.
- B The Sum Insured of each item under Item B of this Section is separately subject to Average (Under-Insurance) as detailed below:
 If in respect of the Building insured at the commencement of any Damage by an insured peril, the sum representing 85% (eighty five percent) of the full Market Value of the property insured exceeds the Sum Insured thereon, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable portion of the Damage to the extent of such underinsurance.

2. **JEWELLERY ITEMS**

For jewellery items, Our liability for any one loss shall not exceed 20% of the Sum Insured under this Section of the Policy.

3. **CLAIM SETTLEMENT**

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

In the event of Damage to property insured, We will indemnify You by payment or at Our option by repair, replacement or reinstatement. In case of reinstatement or replacement, We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner subject to limits of Sum Insured. If We so elect to replace or reinstate any property, You shall at Your own expense furnish Us with such plans, specifications, measurements, quantities and such other particulars as We may require and no acts done or caused to be done by Us with a view to reinstatement or replacement shall be deemed as an election by Us to reinstate or replace.

If in any case We shall be unable to reinstate or repair the property hereby insured because of any regulation(s) in force affecting the alignment of streets or the construction of building or otherwise, We 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.

4. BASIS OF CLAIM SETTLEMENT

In the event of Damage to the property insured by insured perils during the currency of Policy, We will pay the full cost of repair or replacement to a condition equal to but not better or more extensive than its condition when new, less due allowance for wear and tear and depreciation. The basis of claim settlement will be the Market Value of the insured property at the time of its Damage.

5. EXTENSION

The Insured may opt to include the peril of Earthquake cover on payment of additional premium, which shall be granted only if the entire property in one complex / compound / location covered under the Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under the Section.

SPECIAL CONDITIONS

1. All insurances under this Section of the Policy shall cease on expiry of seven days from the date of fall or displacement of the insured 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 a part, provided such a fall or displacement is not caused by insured perils, damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.
However, We may agree to continue the insurance subject to revised rates, terms and conditions provided that We have been given express Notice within 7 (seven) days of such fall or displacement of the building.
2. The insurance under this Section does not cover any Damage to the property which at the time of happening of such Damage, is insured by or would, but for the existence of this Policy be insured by a Marine Policy, 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.

SECTION 2
BURGLARY, HOUSEBREAKING AND OTHER PERILS

PROPERTY INSURED

It shall mean the same properties described under Section 1 (Fire and Allied Perils - Contents) of this Policy.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>In the event of Damage directly caused by insured perils listed hereunder and subject to its not being otherwise excluded, We will indemnify You against the following Damage to property insured at Your Home.</p> <ol style="list-style-type: none"> 1. Theft or attempted theft involving violent and forcible entry into or exit from the insured premises, housebreaking, robbery and dacoity. 2. Impact damage by falling trees, telegraph/electric poles, pylons or lamppost or any part of them. 3. Breakage, collapse and/or falling of television or radio aerials, external satellite dishes, aerial fittings and masts. 4. Damage resulting from action of civic authorities in attempting to prevent the spread of a fire. 	<p>We will not be liable for:</p> <ol style="list-style-type: none"> 1. a) Damage caused by theft and/ or larceny without use of force / violence. <li style="padding-left: 20px;">(b) Damage caused by theft or attempted theft by You or any member of Your Family whether as a principal or an accessory. <li style="padding-left: 20px;">(c) Damage caused whilst Your Home remains Unoccupied for more than 30 days in continuation, unless informed to us in advance. 2. (a) Damage caused as a result of felling or lopping of trees by You or on Your behalf. <li style="padding-left: 20px;">(b) Damage caused to gates and fences. 3. Damage to the satellite dish or aerial itself.

SPECIAL PROVISIONS

1. AVERAGE (UNDER INSURANCE)

The provisions relating to Average will be the same as described under Section 1 A (Fire and Allied Perils- Contents) of this Policy.

2. JEWELLERY ITEMS

The provisions relating to Jewellery items will be the same as described under Section 1 (Fire and Allied Perils).

3. CLAIM SETTLEMENT

The provisions relating to claim settlement will be the same as described under Section 1 (Fire and Allied Perils).

4. BASIS OF CLAIM SETTLEMENT

The provisions relating to basis of claim settlement will be the same as described under Section 1 (Fire and Allied Perils).

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

SPECIAL CONDITIONS

The provisions of Special Condition Nos. 1 and 2 of Section 1 (Fire and Allied Perils – Contents) are also applicable to this Section.

SECTION 3 STOCK OF FARM PRODUCE

PROPERTY INSURED

Property Covered

This Sub-Section relates to Your stock of Farm Produce (grains and/or seeds of all kind) not meant for Your personal consumption stored in Your Home or in Your godown or kept in open adjoining your Home premises and within the compound of your Home premises.

Property Not Covered

1. Unprocessed Grain
2. The following materials or goods if stored in the aggregate in excess of 1% of the total value of stock
Materials which are easily ignitable like grass, fodder, straw, husk, jute, oily and/or greasy waste, etc.

COVERAGE AND EXCLUSIONS

1. It shall be the same as described under the heading of "What is Covered" and "What is not Covered" of Section 1 (Fire and allied Perils-Contents) and Section 2 (Burglary and Housebreaking Perils) of this Policy.
2. If the stocks of Farm Produce are stored in open (even if within Your compound wall) Burglary and Housebreaking perils are excluded from the scope of cover. Further, with respect to Item 7 of 'What Is Covered' under Section 1, it is to be noted that Damage caused by Rainwater alone is not admissible under the Policy for Farm Produce stored in open.

SPECIAL PROVISIONS

1. AVERAGE (UNDER-INSURANCE)

The Sum Insured of each item under this Section is separately subject to Average (Under-Insurance) as detailed below:

If in respect of the property insured at the commencement of any Damage by an insured peril, the sum representing 85% (eighty five percent) of the full Market Value of the property insured exceeds the Sum Insured thereon, then You shall be considered as being Your own Insurer for the difference and shall bear a rateable portion of the Damage accordingly.

2. BASIS OF CLAIM SETTLEMENT

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

The provisions relating to Basis Of Claim Settlement will be the same as described under Section 1 (Fire and Allied Perils).

3. EXTENSION

The provisions relating to Extension will be the same as described under Section 1 (Fire and Allied Perils)

SPECIAL CONDITIONS

The provisions of Special Condition Nos. 1 and 2 of Section 1 (Fire and Allied Perils – Contents) are also applicable to this Section.

SECTION 4
PERSONAL ACCIDENT

DEFINITION OF WORDS

1. **Insured Person**
It means You or any member of Your Family at Your Home aged between 5 years and 70 years, named in the Schedule relating to this Section of the Policy.

2. **Injury**
It means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

3. **Loss of Limbs**
It means physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

4. **Physical Separation**
It means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

5. **Permanent Total Disablement**
The bodily injury which as its direct consequence immediately or in foreseeable future will prevent the Insured Person from engaging in any kind of occupation, profession or business for which the Insured Person is reasonably qualified by education, training or experience.

6. **Accident**
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

7. **Notification of Claim**
It means the process of notifying a claim to us by specifying the timelines as well as the address / telephone number to which it should be notified.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If following bodily injury which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or Your assignee/ legal representative the sum or sums hereinafter set forth in Table of Benefits.</p>	<p>We will not be liable for:</p> <ol style="list-style-type: none"> 1. Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement. 2. Any other payment after a claim under any of the benefits under Items 1, 2, 3 or 4 in the Table of Benefits has been admitted and becomes payable. 3. Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

	<p>in that period would exceed the sum payable under Benefit 1 of this Section.</p> <p>4. Payment of compensation in respect of death or injury as a direct consequence of:</p> <p>a.) Committing or attempting suicide or intentional self-injury.</p> <p>b.) Being under the influence of intoxicating liquor or drugs.</p> <p>c.) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.</p> <p>d.) Pregnancy or childbirth.</p> <p>e.) Veneral disease or insanity.</p> <p>f.) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.</p> <p>5. Committing any breach of law with criminal intent.</p>
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TABLE OF BENEFITS		% OF CAPITAL SUM INSURED
1.	Death	100
2.	a.) Loss of sight (both eyes)	100
	b.) Loss of two limbs	100
	c.) Loss of one limb and one eye	100
3.	a.) Loss of an arm	
	i) At the shoulder joint	70
	ii) At a point above elbow joint	65
	iii) At a point below elbow joint	60
	iv) At the wrist	55
	b.) Loss of a leg	
	i) Above the centre of the femur	70
	ii) Upto a point below the femur	65
	iii) Upto a point below the knee	60
	iv) Upto the centre of tibia	55
	v) At the ankle	50
	c.) Loss of sight of one eye	50
4.	Permanent total disablement	100
5.	a.) i) Loss of toes-all	20
	ii.) Great-both phalanges	5
	iii.) Great-one phalanx	2

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

iv.)	Other than great, if more than one toe lost-each	1
b.)	i.) Loss of hearing – both ears	50
	ii.) Loss of hearing – one ear	15
c.)	Loss of speech	50
d.)	Loss of four fingers and thumb of one hand	40
e.)	Loss of four fingers	35
f.)	Loss of thumb	
	i.) Both phalanges	25
	ii.) One phalanx	10
g.)	Loss of index finger	
	i.) Three phalanges	10
	ii.) Two phalanges	8
	iii.) One phalanx	4
h.)	Loss of middle finger	
	i.) Three phalanges	6
	ii.) Two phalanges	4
	iii.) One phalanx	2
i.)	Loss of ring finger	
	i.) Three phalanges	5
	ii.) Two phalanges	4
	iii.) One phalanx	2
j.)	Loss of little finger	
	i.) Three phalanges	4
	ii.) Two phalanges	3
	iii.) One phalanx	2
k.)	Loss of metacarpals	
	i.) First or second (additional)	3
	ii.) Third, fourth or fifth (additional)	2
l.)	Loss of toe	
	i.) Big toe	5
	ii.) Some other toe	3
m.)	i.) Fracture of any bone above ankle in either leg with established and permanent non union	10
	ii.) Fracture of one or more bones above wrist with permanent non union	5
n.)	Shortening of the leg by 5 cm or more	7.5
o.)	Loss of at least 50% of all sound and natural teeth, including capped or eroded teeth	2
p.)	Any other permanent partial disablement	% as assessed by Doctor

**SECTION 5
CRITICAL ILLNESS**

DEFINITION OF WORDS

1. **Hospital**

It means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- I. has at least 10(ten)in-patient beds, in those towns having a population of less than10,00,000(ten lakhs) and at least 15(fifteen) inpatient beds in all other places;
- II. has qualified nursing staff under its employment round the clock;
- III. has qualified medical practitioner(s) in charge round the clock;
- IV. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- V. maintains daily records of patients and will make these accessible to our authorized personnel.

2. **Surgical Operation**

It means manual and/or operative procedure for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolonging of life.

3. **Hospitalisation**

It means admission in a Hospital for a minimum period of 24 (twenty four) Inpatient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24(twenty four) consecutive hours.

4. **Any One Illness**

It means continuous period of illness and it includes relapse within 45 (forty five)days from the date of last consultation for the same illness disease/injury with the Hospital/Nursing Home where treatment may have been taken.

5. **Pre-Hospitalisation**

Relevant medical expenses incurred up to 60 days prior to Hospitalisation on disease/illness/injury sustained will be part of Hospitalisation expenses claim.

6. **Post Hospitalisation**

Relevant medical expenses incurred during period up to 60 days after Hospitalisation on disease / illness / injury sustained will be part of Hospitalisation expenses claim.

7. **Medical Practitioner**

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

8. **Qualified Nurse**

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

9. **Reasonable and Customary Charges**

It means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

10. **Domiciliary Hospitalisation**

It means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:-

- I. the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- II. the patient takes treatment at home on account of non-availability of room/bed in a hospital.

11. **Critical Illness**

It means any Disease or Major Injuries as defined under Item 11 to 20 below, which the Insured Person is diagnosed to have suffered from and which requires Hospitalisation.

12. **Paralytic Stroke**

It means death of a portion of the brain due to vascular causes such as:

- a) Hemorrhage
- b) Thrombosis
- c) Embolism

from an extra cranial source causing total permanent disability of two or more limbs.

13. **Cancer**

It means a disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissues. The term Cancer also includes leukemia and malignant disease of the lymphatic system such as Hodgkin's disease. Any non-invasive cancer in situ and all skin cancer except invasive malignant melanoma are excluded.

14. **Renal failure**

It means the end-stage renal failure involving chronic irreversible failure of either of kidneys to function, as a result of which regular renal dialysis has to be constituted.

15. **Coronary Artery Disease**

It means narrowing or blockage of two or more arteries, which requires the Insured Person to undergo open chest surgery by means of coronary artery bypass graft or angioplasty.

Angiography or any other diagnostic procedure is excluded from this definition.

16. **Major Organ Transplant**

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

It means human to human transplant from a donor to the Insured Person of one or more of the following organs:

- a) Kidney b) Lung c) Pancreas d) Bone Marrow

The transplantation of all other organs, parts of organ or any other tissue transplant is excluded.

17. Major Injuries

It means accidental bodily injuries caused by external, violent and visible cause leading to loss of limb(s) i.e. physical separation of one or more hands (at or above wrist) or feet (at or above ankle) or permanent and total loss of use of one or more hands or feet.

18. End Stage Liver Disease

It means an irreversible chronic alteration of the hepatic parenchyma or the biliary ductal system resulting in a life threatening liver dysfunction. The above coverage is excluded if the etiology of the disease is due to chronic alcohol consumption or any self inflicted toxic or drug consumption.

19. Major Burns

It means an injury due to any form of burn touching one third or more of the body area causing loss of soft tissue and resulting in impairment or loss of function of the injured organ.

20. Coma

It means a deep sleep-like state with an unnatural situation of reduced alertness and responsiveness, from which the patient cannot be aroused. Coverage of coma excludes any complication of a disease specifically excluded under the Policy.

21. Multiple Sclerosis

It means a demyelinating disease having feature of selective destruction of central nervous system sparing the peripheral nervous system, causing weakness, sensory loss, paraesthesia optic neuritis and other general symptoms, neurological as well as functional.

22. Pre-existing Condition

It means any Critical Illness and/or its symptoms which exists when the cover incepts for the first time for which Insured Person received medical advice and/or treatment, or such symptoms for which an ordinary prudent person would seek medical advice or treatment.

Complication arising from pre-existing condition will be considered as part of pre-existing condition

23. Medical Expense

It means those expenses that an Insured Person has/you have necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
If the Insured Person sustains any Major Injury or contracts any Critical Illness as covered under the Policy and upon advice of a Medical Practitioner, he/she has to incur Hospitalisation expenses, then We will reimburse	We will not be liable for : 1. All Critical Illnesses which are in Pre-existing Condition when the cover incepts for the first time.

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

<p>Reasonable and Customary charges of the following Hospitalisation expenses:</p> <ol style="list-style-type: none"> 1. Room, Boarding and Nursing Expense (inclusive of Registration and Service Charges, if any) as provided in the Hospital/Nursing Home. 2. Medical Practitioner/ Anesthetist, Consultant fees. 3. Expenses on Anesthesia, Blood, Oxygen, Operation Theatre, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs, Cost of Organs and similar expenses. 4. Expenses on Vitamins and Tonics only if forming part of treatment as certified by the attending Medical Practitioner. <p><u>Note:-</u></p> <ol style="list-style-type: none"> 1. The Hospitalisation expenses incurred for treatment of any one Critical Illness under agreed package charges of the Hospital/Nursing Home will be restricted to 80% of the Sum Insured under this Section of the Policy or actuals whichever is less. 2. Hospitalisation expenses of person donating an organ during the course of organ transplant will also be payable subject to the above sub limits applicable to the Insured person and within the overall Sum Insured of the Insured person. For the Donor, no payment will be made towards Ambulance charges, Pre and Post Hospitalisation expenses and Daily Allowance. 3. Pre-Hospitalisation and Post Hospitalisation expenses as defined under the Policy will also be reimbursed along with the aforesaid Hospitalisation expenses subject to the overall Sum Insured limit of the Insured person. Any Nursing expenses during Pre and Post Hospitalisation will be considered only if Qualified Nurse is employed on the advice of the attending Medical Practitioner for the duration specified. 	<ol style="list-style-type: none"> 2. Any expense on Hospitalisation for any Critical Illness other than Major Injuries which incepts during first 90 days of commencement of this Insurance cover. This exclusion shall not apply in case of the Insured Person having been covered under a Group or Individual Medical Insurance Policy or Critical Illness Policy with any of Indian Insurance Companies for a continuous period of preceding 12 months without any break. 3. Convalescence, general debility, run down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self injury and use of intoxicating drugs/alcohols. 4. Any expense on treatment related to HIV, AIDS and all related medical conditions. 5. Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the treatment of Critical Illness falling within ambit of Hospitalisation claim. 6. Any expense on treatment of Insured Person as outpatient in a Hospital. 7. Any expense related to Critical Illness suffered whilst engaged 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, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and activities of similar hazard. 8. External medical equipment of any kind used at home as post hospitalisation care like wheelchairs, crutches, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthamatic condition, etc. 9. Any Insured Person under 5 years of age or aged 65 years or more.
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**SECTION 6
AGRICULTURAL TRACTOR**

PROPERTY INSURED

PROPERTY COVERED

Tractor shall be covered while used for Agricultural and Forestry purposes only.

PROPERTY NOT COVERED

Tractor shall not be covered

- 1 While used for hire and reward or for racing, pace making, reliability trial or speed testing.
- 2 While used for the carriage of passengers for hire or reward.
- 3 While drawing a greater number of trailers in all than is permitted by law.

COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>SUB SECTION A 1. We will indemnify You against loss or damage to the Tractor insured hereunder and/or its accessories whilst thereon:</p> <ol style="list-style-type: none"> 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; vii. by malicious act; viii. by terrorist activity; ix. whilst in transit by road, rail, inland waterway, lift, elevator or air; x. by landslide and rockslide. <p>Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced :</p> <ol style="list-style-type: none"> a) For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50% b) For fibre glass components - 30% c) For all parts made of glass - Nil d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule 	<p>SUB SECTION A We will not be liable for :</p> <ol style="list-style-type: none"> (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages or damages caused by overloading or strain of the insured vehicle, loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time. (b) damage to tyres and tubes unless the Tractor insured is damaged at the same time in which case Our liability shall be limited to 50% of the cost of replacement. (c) any accidental loss or damage suffered whilst the insured or any person driving the Tractor with the knowledge and consent of the insured is under the influence of intoxicating liquor or drug.

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

AGE OF TRACTOR	% 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 years but not exceeding 10 years	40%
Exceeding 10 year	50%

2. In the event of the Tractor being disabled by reason of loss or damage covered under this Policy, We will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to You but not exceeding Rs.2500/- in respect of any one accident.

3. You may authorise the repair of the Tractor necessitated by loss or damage for which We may be liable under this Policy provided that :-

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

SUB SECTION B LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto We will indemnify You in the event of an accident caused by or arising out of the use of the Tractor against all sums including claimant's cost and expenses which You shall become legally liable to pay in respect of

- i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the Tractor.
- ii) damage to property caused by the use (including the loading and/or unloading) of the Tractor.

2. We will pay all costs and expenses incurred by You towards defence of the proceedings with our prior written consent.

3. In terms of and subject to the limitations of the indemnity granted by this Section to You, We will indemnify any driver who is driving the insured Tractor on Your order or with Your permission provided that such driver shall as though he/she were the Insured observe, fulfill and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.

4. We may at our 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 Section; and
 - b. undertake the defence of proceedings in any

SUB SECTION B LIABILITY TO THIRD PARTIES

We will not be liable for :

- (a) death, injury, damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured Tractor for loading thereon or the taking away of the load from the insured Tractor after unloading therefrom.
- (b) death or bodily injury to any person in Your employment arising out of and in the course of such employment, except so far as is necessary to meet the requirements of the Motor Vehicle Act.
- (c) death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured Tractor at the time of occurrence of the event out of which any claim arises, except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923.
- (d) damage to property belonging to or held in trust by or in Your custody or a member of Your household or being conveyed by the insured Tractor.
- (e) damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured Tractor and/or load carried by the insured Tractor.
- (f) death and/or bodily injury to any person(s) who

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 the death of any person entitled to indemnity under this Policy, We will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this Policy, provided that such personal representative(s) shall as though they were the Insured observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

SUB SECTION C - TOWING DISABLED VEHICLES

The Policy shall be operative whilst the insured Tractor is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Sub Section B of Section 6 of this Policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle.

SUB SECTION D – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this Policy, We undertake to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the Tractor in direct connection with the Tractor insured or whilst mounting into/dismounting from or travelling in the insured Tractor 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:

Nature of injury	Scale of compensation
(i) Death	100%
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%

This cover is subject to

- (b) the owner-driver is the registered owner of the Tractor insured herein;
- (c) the owner-driver is the Insured named in this Policy.
- (d) the owner-driver holds an effective driving license, in accordance with the provisions

is/are not your employee(s) and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured Tractor described in the Schedule of this Policy, except so far as is necessary to meet the requirements of the Motor Vehicles Act

SUB SECTION C - TOWING DISABLED VEHICLES

We will not pay
 (a) if such towed vehicle is towed for reward
 (b) in respect of damage to such towed vehicle or property being conveyed thereby.

SUB SECTION D – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

We will not pay for :

1. more than one of the Items (i) to (iv) under this Sub Section in respect of the owner-driver arising out of any one occurrence and Our total liability shall not in the aggregate exceed the sum of Rs. 1 lakh during any one Policy Period.
2. in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury, suicide or attempted suicide, physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident	
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SPECIAL PROVISIONS

1. SUM INSURED – INSURED’S DECLARED VALUE (IDV) APPLICABLE TO SUB SECTION A

The Insured’s Declared Value (IDV) of the Tractor 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 Tractor.

The IDV of the Tractor (and accessories if any fitted to the Tractor) is to be fixed on the basis of the manufacturer’s listed selling price of the same brand and model as the insured Tractor 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

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%

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

IDV will 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

Your Tractor will be treated as a CTL if the aggregate cost of retrieval and / or repair of the Tractor, subject to terms and conditions of the Policy, exceeds 75% of the IDV of the Tractor.

2. 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, 1988, but You shall repay to Us all sums paid by Us which We would not have been liable to pay, but for the said provision.

3. EXCLUSIONS

We 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;

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708

- (2) any claim arising out of any contractual liability;
- (3) any accidental loss damage and/or liability caused, sustained or incurred whilst the Tractor 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. DEDUCTIBLE

We shall not be liable for each and every claim under Section -I (loss of or damage to the Tractor insured) of this Policy in respect of the Excess amounting to 0.5% of IDV subject to a minimum of Rs. 2000.

SPECIAL CONDITIONS

1. Notice shall be given in writing to Us immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter You shall give all such information and assistance as We shall require. Every letter, claim, writ, summons and/or process or copy thereof shall be forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You 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, You shall give immediate notice to the police and co-operate with Us in securing the conviction of the offender.

2. No admission, offer, promise, payment or indemnity shall be made or given by or on Your behalf without Our written consent and We shall be entitled if We so desire to take over and conduct in the Your name the defence or settlement of any claim or to prosecute in Your name for Our 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 You shall give all such information and assistance as We may require.

3. We may at Our own option repair, reinstate or replace the Tractor insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and Our liability shall not exceed:
(a) for Total Loss / Constructive Total Loss of the Tractor - the Insured's Declared Value (IDV) of the Tractor (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 Tractor - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

4. You shall take all reasonable steps to safeguard the Tractor insured from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Tractor insured or any part thereof or Your any driver or Your employee. In the event of any accident or breakdown, the Tractor insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Tractor insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Tractor shall be entirely at Your own risk.

5. In the event of the death of the Insured under this Policy, coverage for this Section 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 Tractor passes may apply to have this cover transferred to the name(s) of the heir(s) or obtain a new Insurance Policy for the Tractor.

Where such legal heir(s) desire(s) to apply for a transfer of this cover or obtain a new Policy for the Tractor, such heir(s) should make an application to Us 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 (Tractor)
- c) Original Policy

Policy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708



We reserve Our right to abide by any order of the Court in regard to declaration about the legal heir/heirress and ownership of the Tractor and the nominee will not have any right to dispute such order of the Court.

Pollicy Wording: Kisan Suvidha Bima Policy

UIN: IRDAN106P0002V01200708