



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 34, Nehru Place, New Delhi - 110 019

UIN: IRDAN106P0001V01200102
AGRICULTURE PUMP SETS INSURANCE POLICY

This Policy is evidence of the Contract between YOU and US. The proposal along with any written statement(s), declaration(s) of YOURS for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of YOUR having paid the premium for the period stated in the Schedule or for any further period for which WE may accept the payment for renewal of this Policy. WE will insure YOUR properties as specified in the Schedule during the period of Insurance and accordingly WE will indemnify YOU in respect of events occurring during the Period of Insurance in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exemptions 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 wherever 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 Booklet, the Schedule and any applicable endorsements or memoranda. YOUR policy contains the details of the extent of the cover available to YOU, what is excluded from the cover and the conditions, warranties 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 YOUR Policy including full description of properties covered which are in force and the period of cover YOU have against the properties described.

A Revised Schedule will be sent at each renewal and whenever YOU request for a change in the cover.

4. **Sum Insured**

Policy Wording: Agriculture Pump Sets Insurance Policy
UIN:IRDAN106P0001V01200102

It means the Monetary Amounts shown against any item.

5. **WE / OURS / US**

It means **THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**

6. **YOU/YOUR**

It means the person(s)/the Company/the entity named as Insured in the Schedule.

7. **Period of Insurance**

It means the duration of the Policy as shown in the Schedule.

8. **Actual Value**

It means the Replacement Value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.

9. **Loss/Lost:**

It means the Damage or Loss.

10. **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.

11. **Breakdown:**

It means the actual breaking or burning out of or failure of any part of appliance, installation specified in the Schedule occurring during normal use owing to any cause other than those excluded hereinafter, thereby causing stoppage of functions thereof necessitating the repair or replacement of such parts before normal working can commence.

General Conditions

1. **Reasonable Precaution and Care of Property:**

YOU shall take all reasonable precautions for safety and soundness of Insured Property and to prevent the loss in order to minimise claims. YOU must comply with Maker's recommended actions for inspection and maintenance and shall comply all statutory requirements or other regulations and will employ only competent and honest employees.

2. **Notice**

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

3. **Misdescription:**

This Policy shall be void and all premium paid by YOU to US shall be forfeited in the event of misrepresentation, misdescription or concealment of any material information.

4. **Changes in Circumstances**

YOU must inform US, as soon as possible, of any change in information YOU have provided to US about yourself, the properties insured, location of risk which may affect the insurance cover provided e.g. change of location, period of use, surrounding areas whether flood prone or not.

YOU must also notify US about any alteration made whereby risk of loss/damage is increased. In case of such alteration made and not accepted by US in writing, the cover under this policy shall cease.

5. **Claim Procedure and Requirements:**

Upon happening of an event giving rise or which may give rise to a claim:

- a) YOU or YOUR authorised representative shall forthwith give notice in writing to OUR nearest office with a copy to Policy issuing office with full particulars. A written statement of the claim will be required and a claim form will be provided. This written statement of claim along with supporting documents (estimates, bill and the like) prepared at your expenses along with particulars of other Insurances covering the same risk must be delivered to US within 14 days of date of damage.
- b) YOU shall take all practicable steps to apprehend the guilty person and recover the property damaged.
- c) YOU shall preserve the damaged or defective parts and make them available for inspection by our authorised representative or an official surveyor.

6. **Claim Control and subrogation**

WE are entitled to

- a) enter any place where Loss has occurred and deal with salvage but this does not mean that property can be abandoned to US.
- b) receive all information, proof of damage and assistance from YOU and any other person seeking benefit under the Policy.
- c) Take proceedings at OUR own expenses and for OUR own benefit, but in YOUR name or in name of any other person who is claiming or has received benefit, for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which WE shall be or would become entitled or subrogated upon, to recover any payment made or due under this Policy.

d) Repudiate our liability if the Insured Item is kept in operation without being repaired to our satisfaction

7. **Fraud**

If any claim under this Policy is fraudulent in any respect with or without YOUR knowledge or if any fraudulent means or devices are used by YOU or on YOUR behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

8. **Contribution:**

If at the time of happening of any loss covered by this Policy, there shall be existing any other Insurance of any nature covering the same property, whether effected by YOU or not, then WE will pay only rateable proportion.

9. **Average**

The Insurance under this Policy (except as regards damage done to the Premises as stated in the Schedule) is subject to the following condition of Average.

If at the time of damage, the sum insured is less than the amount required to be insured which is replacement value of the same pump set as new including erection charges, freight and duties if any, then we will pay only in such proportion as the sum insured bears to the amount to be insured

10. **Cancellation**

WE may cancel this policy by sending 7 days notice in writing by Regd.A.D. to YOU at YOUR last known address. YOU will then be entitled to a pro-rata refund of premium for the unexpired period of this policy from the date of cancellation, which WE are liable to repay on demand. YOU may cancel this Policy by sending written Notice through Registered A.D. to US. WE will then allow a refund after the premium based on the following retaining table

Short Period

<u>Period of Cover up to</u>	<u>Refund of Annual Premium rate(%)</u>
1 Month	75%
3 Month	50%
6 Month	25%
Exceeding Six Months	NIL

11. **Arbitration**

Should any dispute arise between YOU and US on quantum of amount payable (liability being otherwise admitted by US), such dispute will independently of all other questions be referred to the decision of Arbitrator(s) in accordance with statutory provision of the country in force at that time. Further, when any dispute is referable or referred to Arbitration, the making of an award by Arbitrator(s) shall be a condition precedent to any right of action by YOU against US.

12. **Disclaimer Clause**
If WE shall disclaim OUR liability in any claim, and such claim shall not have been made 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.
13. **Interest/Penalty**
No sum payable under this policy shall carry any interest or penalty.
14. **Geographical Scope**
The geographical scope of this policy will be India.
15. **Renewal Notice:**
WE shall not be bound to accept any renewal premium or give notice that such premium is due.

COVERAGE

If the agricultural pump set belonging to YOU or for which YOU are responsible at law is damaged by any cause listed under "What is covered", then WE will indemnify YOU to the extent of value of contents.

What is covered	What is not covered
<p>We will indemnify you if the Insured Item(s) is damaged due to</p> <ol style="list-style-type: none"> 1. Fire and/or lightning. 2. Aircraft damage. Damage Caused by aircraft or space device and articles therefrom excluding those caused by pressure waves. 3. Riot, Strike, Malicious and Terrorism Damage. 4. Earthquake, fire and/or shock. 5. Impact damage by direct contact by any rail/road vehicle or animal not belonging to or owned by you or your employees in course of their employment with you. 6. Missile testing operations. 7. Theft and/or Burglary 8. Electrical and/or Mechanical Breakdown. <p>Limit of Liability: - Our liability is limited to the sum Insured specified in the schedule in anyone period of Insurance.</p>	<p>WE will not be liable for</p> <ol style="list-style-type: none"> i) The deductible franchise as stated in the schedule to be first borne by you out of each and every breakdown claim. If more than one item is damaged in one and same occurrence, You shall not be called upon to bear more than the highest deductible franchise applicable to anyone such item. ii) Any loss where any member or inmate of YOUR household or YOUR employee is concerned as Principal or accessory in the actual theft or damage to the insured property. iii) Loss directly or indirectly occasioned by or happening through or in 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, or loot pillage in connection therewith. iv) Any Loss arising from or in consequence of requisition or destruction by or under order of any Public Authority. v) <ol style="list-style-type: none"> a) Loss to any property whatsoever or any expenses whatsoever resulting or arising therefrom or any consequential loss b) Any legal liability of whatsoever nature; Directly or indirectly, caused by or contributed to by or arising from ionising radiation or contamination by radio activity from any source whatsoever. vi) Damage caused by wear & tear and depreciation, rust, corrosion, moth vermin insect, climatic condition. vii) Consequential loss of any kind or description including any reduction of market value beyond cost of repair or replacement.

	<ul style="list-style-type: none"> viii) Damages due to faults / defects existing at the commencement of this insurance and known to you and/or your employees whether such faults/defects were known to us or not. ix) Damages for which the manufacturer or supplier is responsible either by law or under contract or any amount recoverable under the terms of maintenance agreement. x) Damage caused by or arising out of wilful act or wilful gross negligence of you, your employees. xi) The cost of dismantling, the cost of transport to the repair shop and back to your premises or the place where the Insured Item is installed. xii) Flood water damage xiii) Loss due to theft or burglary unless the pump set is kept in a locked enclosure.
--	--

SPECIAL CONDITIONS

1. **Reinstatement of Sum Insured**

The sum insured under this policy shall not be reduced by the amount of any damage, but the pro-rata premium on the amount of damage from the date of occurrence to the expiry of period of Insurance shall be payable by you. The additional premium referred herein above shall be deducted from the net claim amount payable under the policy.

2. **Indemnity**

WE may at OUR option reinstate, replace or repair the property or any part thereof or pay the amount of damage or may join with any other Insurer(s) in doing so, but WE shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case WE shall be bound to expend more in reinstatement than it would cost to reinstate such property as it was at the time of occurrence of such damage, nor more than the Sum Insured thereon.

3. Transfer of Interest

This Policy shall cease to attach to any property in which YOUR interest shall pass from YOU otherwise than by will or operation of law. Unless in the every case OUR consent to the continuance of the Insurance is obtained and signified on the Policy.

4. Onus of Proof

In any action, suit or other proceedings where WE allege that by reason of the above provisions any damage is not covered by this Insurance, the burden of proving that such damage is covered shall be upon YOU.

Special Provision

1. Sum Insured: -

It is a requirement under this policy that sum Insured shall be equal to the cost of replacement Insured property by new property of the same kind and same capacity including erection charges, freight and duties if any.

2. Basis of indemnity: -

- a) In case where damage to an insured item can be repaired WE will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability. If the cost of repair exceeds the actual value of the pump set insured immediately before the occurrence of damage, the claim settlement will be made on the basis provided for in b) below:
- b) In case of total loss of an item, we will pay the actual value to be calculated by deducting depreciation at the rate of 10 % per annum from the replacement value of the item with the maximum depreciation being restricted to 75%. The transport and re-erection charges will be paid in full in total loss settlement provided that they have been included in sum insured.

We will make payments only after being satisfied by production of necessary documents that the repairs have been effected or replacements have taken place as the case may be. Further the cost of provisional repairs will be borne by US, if such repair forms part of final repair and does not increase the total repair expenses. Further provided that the net rewinding charges payable by US shall be limited to 15% of the sum insured. Such net rewinding charges shall be calculated after deducting the salvage value of burnt copper but before applying the deductible excess.

Mortgage Clause

It is hereby declared and agreed:-

1. That up on any monies becoming payable under this policy the same shall be paid by US to the Bank. Such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by Bank as Agents of such other parties.

2. That the receipts of the Bank shall be complete discharge to US therefor and shall be binding on all parties insured hereunder.
3. That if and whenever any notice shall be required to be given or other communication shall be required to be made by US to YOU or any of YOU in any matter arising under or in connection with this policy, such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between US and YOU or any of YOU arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder, but not so as to impair the right of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.