



FARMERS' PACKAGE INSURANCE POLICY

WHEREAS the INSURED named in the Schedule hereto has made to -----
----- (hereinafter called the "Company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance hereinafter contained and has paid the premium stated herein.

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain loss or damage to property or incur liability or the Insured or managerial staff or employees of the Insured permanently working with the Insured shall sustain bodily injury or the Insured shall sustain loss as a result of the death due to disease / accident occurring during the period of insurance of any animal / bird Insured as described herein at any time or any specified period in respect of which the Insured shall have paid and the Company shall have accepted the premium required or the renewal or extension thereof, the Company will pay to the Insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein as the case may be, but not exceeding during any one period of insurance in respect of each of the item specified herein, the Sum set opposite thereto respectively.

GENERAL CONDITIONS

Notice:

Every notice and communication to the Company required by this Policy shall be in writing to the Policy issuing Office of the Company.

Misdescription:

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.

Reasonable Care:

The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

Claims Procedure:

- i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:
 - a) In the event of theft lodge forthwith a complaint with the Police and shall take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b) Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage, together with such explanation and evidence to substantiate the claim as the Company may reasonably require.
- ii) If the insured or any member of the Insured's family /staff named in the Schedule sustain any bodily injury or contract any disease or suffer from any illness requiring treatment at any Clinic, Nursing Home or Hospital in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days (14) of the date of injury or contracting disease or suffering from illness.

If the Insured or member of the Insured's family comprising the Insured's spouse and children shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof.

- iii) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any



expenses in making good any claim without the prior consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

Contribution:

In the event of any loss damage liability or expenses covered by this Policy there shall be any other insurance covering the same loss damage liability or expenses, whether effected by the Insured or not this Policy shall pay only so much of the excess of such loss damage liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.

Fraud:

If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

Indemnity:

The Company may at its option reinstate replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of the loss or damage or may join with any other insurer in so doing but 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 occurrence of such loss or damage and not more than the Sum Insured by the Company thereon.

Average:

If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item Insured, if more than one, of the Policy, shall be separately subject to this condition.

Observance of Terms and Conditions:

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or 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, mutiny, military, or usurped power or civil commotion or loot or pillage in connection herewith.
2. Loss or damage caused by depreciation or wear and tear
3. Consequential loss of any kind or 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 or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of Condition 4 (b) only combustion shall include any self-sustaining process of nuclear fission

**SECTION – I (FIRE AND ALLIED PERILS)
BUILDING AND CONTENTS
(Excluding Jewelry and Valuables)**

The Company will indemnify the Insured in respect of loss of or damage to the Contents/Buildings whilst contained in the insured premises by:

- a) Fire, Lighting, Explosion of gas in domestic appliances,
- b) Bursting and overflowing of water tanks, apparatus or pipes,



- c) Aircraft or articles dropped therefrom,
- d) Riot, Strike, or Malicious Act,
- e) Earthquake, (Fire and / or Shock) Subsidence and Landslide (including Rockslide) damage
- f) Flood, inundation, storm, tempest, typhoon, hurricane, Tornado or Cyclone.
- g) Impact damage
- h) Terrorism

EXTENSION

The Insurance by this Policy applies also to contents in so far as such property 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 any member of the Insured's family permanently residing with him or other premises wherein the Insured shall have placed any of such property in safe custody during his temporary absence from the insured premises 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 property so removed shall not exceed one-tenth of the total Sum Insured under this Section.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

- a) Loss or damage by burglary and / or housebreaking or theft where any member of the insured's family is concerned as principal or accessory.
- b) Loss of or damage to articles of consumable nature.
- c) Loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles.
- d) Loss of or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and Jewelry and Valuable.
- e) The first Rs.2500/- or 2 ½ % of the Sum Insured whichever is less of each and every loss arising under sub-section 'f' hereof

SPECIAL CONDITIONS

1. 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.
2. Condition of Average: If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Provided however that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty-five percent) of the collective value of the property insured this condition shall be of no purpose and effect.

Class 'A' Construction:

Buildings shall / have external wall(s) of stone / brick / concrete blocks / Asbestos sheets cladding and / or metal sheets cladding / glass panel / partly or fully open sided and roof of R.C.C. /Masonry / Asbestos concrete sheets / metal sheets / tiles wooden shingles or boardings on R.C.C. / steel / wooden frame work.

N.B. 1. Thin layer of grass, hay or reeds on incombustible roofing is permitted.

2. Use of Thermostating resin fibre glass reinforced sheets is permitted for skylights.

SECTION – II

STOCK OF FARM PRODUCE (GRAINS AND / OR SEEDS OF ALL KIND) ONLY IN GODOWN AND / OR IN OPEN.

The Company will indemnify the Insured in respect of loss or damage to the stock whilst stored in godown/s and / or in the open by:

- a) Fire / lightning / explosion of gas in domestic appliances.
- b) Impact damage



- c) Aircraft or articles dropped therefrom.
- d) Riot, strike and malicious and terrorist damage.

SPECIAL EXCEPTION

The Company shall not be liable in respect of:

- a) Loss or damage by burglary and / or housebreaking or theft where any member of the Insured's family is concerned as principal accessory.
- b) The first Rs.25,000/- or 5% of the Sum Insured, whichever is less of each and every loss.
- c) The following materials or goods if stored in the aggregate in excess of 1% of the total value of stock.
 - i) Materials which are easily ignitable / fast burning (e.g. grass, hay, jute, oily and / or greasy waste, straw).
 - ii) Flammable liquids.
- d) If any work or process or trade of any kind of storage or removal of materials be carried on in the godown to which this insurance applies and / or any godown communicating (applicable to Section II (a) only) or in the open.

CONDITION OF AVERAGE:

If the property hereby insured shall on breaking out of any fire or of the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

NOTE: Cover provided under Section I – b, e, f (Bursting, Flood, Earthquake etc.) are specifically excluded under Section II herein.

**SECTION – III - BURGLARY AND HOUSEBREAKING
(Excluding Money and Valuables)**

The Company will indemnify the Insured in respect of loss of or damage to the contents whilst contained in the insured premises by burglary / housebreaking including terrorism.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

- i) Loss or damage by burglary and / or Housebreaking where any employee of the Insured or member of the Insured's family is concerned as principal or accessory.
- ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- iii) Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books manuscripts, documents of any kind, unset precious stones and Jewelry and valuables unless specifically declared.

SECTION – IV - TELEVISION SET / VCP / VCR

The Company will indemnify the Insured in respect of:

1. Loss of or damage to the Television Apparatus described in the Schedule whilst contained or fixed in the insured premises by:
 - a) Fire, Lightning, Explosion of gas in domestic appliances.
 - b) Bursting and overflowing of water tanks, apparatus or pipes.
 - c) Aircraft or articles dropped therefrom
 - d) Earthquake fire and / or shock
 - e) Flood, Inundation, Typhoon, Storm, Tempest, Hurricane, Tornado and Cyclone
 - f) Riot, Strike or Malicious Act
 - g) Burglary and / or Housebreaking or Theft.
 - h) Accidental external means.
 - i) Mechanical or Electrical breakdown.Provided that the liability of the Company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the Schedule.

2. All sums which the Insured shall be legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent in respect of accidental death or bodily injury to any person other than a member of the Insured's family or person under the services 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



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family or person under the Insured's service arising out of accident happening through or in connection with the Television Apparatus or to breakdown or defect in the Television Apparatus or breaking or collapse of the internal fittings or mast forming part of the Television Apparatus provided that 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).

3. 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 insofar 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)

DEFINITION

The term "Television Apparatus" as used herein shall mean and include the Television set the accessories forming part of the set and the Antenna both external and internal and VCP/VCR.

SPECIAL EXCEPTIONS

The company shall not be liable in respect of:

- a) Loss of or damage to external antenna or fittings by theft unless the Television Apparatus itself is stolen at the same time.
- b) Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus.
- c) Loss or damage for which the manufacturer or supplier of the Television Apparatus is responsible either by law or contract.
- d) Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement.

SECTION – V - PEDAL CYCLE

- A) The Company will indemnify the Insured in respect of loss of or damage to the Pedal Cycle belonging to the Insured or any member of the Insured's family by:
 - a) Fire Lightning or External Explosion
 - b) Riot Strike or Malicious Act
 - c) Burglary and or Housebreaking or Theft
 - d) Accidental External Means
 - e) Flood, cyclone, storm, tempest and other similar convulsions of nature and atmospheric disturbances.
 - f) Earthquake (Fire and/or Shock)Provided that the liability of the Company in respect of loss of or damage to any one Pedal Cycle in any one period of insurance will not exceed the Sum Insured set against such Pedal Cycle in the Schedule.
- B) The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for 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 or being conveyed on such cycle 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 being conveyed on such cycle in the event of accident caused by or happening through or in connection with any Pedal Cycle insured hereunder provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/- (Rupees Ten Thousand only)

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

- i) Any accident loss damage or liability caused by or through or in connection with the Pedal Cycle whilst it is being used for hire or reward or outside India.
- ii) Damage caused by over loading strain or mechanical breakdown.
- iii) Loss of or damage to accessories by theft unless the Pedal Cycle is stolen at the same time.
- iv) Loss, damage or liability occurring whilst being used for racing or pacemaking.
- v) The first Rs.10/- of each and every loss arising under Sub-section (A) hereof. However, if the loss or damage exceeds Rs.10/- the Company is liable to pay full for such loss or damage.



SPECIAL CONDITIONS

The pedal cycle/s should be securely locked when left unattended.

(B) CYCLE RICKSHAW

This sub-section covers Cycle rickshaw/s operated manually only.

1. Scope of Cover:

- a) Section 1 covers the loss of or damage to the Cycle Rickshaw and/or its accessories to the extent of its value by.
 - i) Accidental external means.
 - ii) Fire, lightning, explosion, burglary, housebreaking or theft.

Subject to the following exclusions:

- a. First Rs.25/- of each and every claim.
 - b. Any loss or damage in excess of the Sum specified as the value of Cycle Rickshaw including tyres, lamps and/or accessories.
 - c. Any loss of or damage to the property belonging to or held in trust by or in the custody or control of the Insured or being conveyed by or carried on such Cycle Rickshaw.
 - d. Any payment in respect of damage to Cycle Rickshaw, tyres, lamps and/or accessories due to breakdown or wear and tear or damage to tyres by application of breaks or road punctures, cuts or bursts.
 - e. Loss of or damage to tyres, lamps and/or accessories unless the Cycle Rickshaw is lost damaged or destroyed at the same time.
- b) Section 2. covers the Insured's legal liability to the public (including passengers) for personal injury and property damage as a consequence of the use of the Cycle Rickshaw upto an amount of Rs.10,000/- any one accident. In addition, the Policy also pays the legal expenses incurred by the Insured with the Company's written consent.

This Section excludes:-

- i) Liability in respect of death or injury caused to any member of the Insured's family or household or a person who at the time of the accident is engaged in and upon the service of the Insured under contract of service or apprenticeship.
 - ii) Liability in respect of damage caused to the property belonging to or held in trust by or in the custody or control of the Insured or a member of the Insured's family or a person acting on behalf of the Insured.
 - iii) The liability in respect of death, injury or damage caused beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the Cycle Rickshaw for loading thereon or the taking away of the load from the Cycle Rickshaw after unloading therefrom.
- c) The Policy has the following General Exclusions:
- i) Any accident or liability arising outside the operating area limit.
 - ii) Any claim arising out of any contractual liability.
 - iii) Loss of the Cycle Rickshaw during repair.
 - iv) Any accident loss damage and/or liability caused sustained or incurred after any variation in or termination of the Insured's interest in the Cycle Rickshaw.
 - v) Loss damage or liability caused or arising while the Cycle Rickshaw is being used for racing or for carrying passengers and/or luggage in excess of its authorised capacity.
 - vi) Any accident loss or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
 - vii) Any accident loss damage or liability caused sustained or incurred due to or during the period of requisition detention or seizing by the Government/any statutory local body for any purpose/reason.
 - viii) Loss damage or liability caused or arising whilst the driver is under the influence of intoxicants.
 - ix) Loss or damage arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of earthquake, strike, riot or civil commotion

Endorsement for Increased Third Party Limit:

Notwithstanding any thing to the contrary contained in provision(s) under Sub-section 2 of Section V (B) of this Policy, in consideration of any additional premium it is hereby declared and agreed that the liability of the Company for compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequential on or attributable to one source or original cause shall not exceed the sum of Rupees-----.

Subject otherwise to the terms exceptions and conditions of the Policy.



SECTION – VI - PERSONAL ACCIDENT

If the Insured or his spouse or his children all between the age of 5 and 70 years named in the Schedule shall sustain bodily injury solely and directly caused by accidental violent external and visible means resulting in death or disablement as stated hereinafter the Company shall pay to the Insured or his Assignee / his legal personal representative the Sum or Sums hereinafter set forth, that is to say:

1. If such injury shall within Twelve 12 calendar months of its occurrence be the sole and direct cause of the death of the Insured Person the Capital Sum Insured stated in the Schedule hereto applicable to such Person.
2. If such injury shall within Twelve 12 calendar months of its occurrence the sole and / or direct cause of the total and irrecoverable loss of:
 - i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or 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 Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
 - ii) Use of two hands or two feet or of one hand one feet or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
3. If such injury shall within twelve (12) 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 one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
 - ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

Note: For the purpose of Clauses (2) and (3) above physical separation of a hand or foot means separation at or above the wrist and / or of the foot at or above the ankle respectively.
4. If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable the Insured Person from engaging in any employment or occupation of any description whatsoever then a lump sum equal to one hundred percent (100%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
5. If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of total and irrecoverable loss of use or of the actual loss by physical separation of the following then the percentage as indicated below of the Capital Sum Insured applicable to such Insured person shall be payable.

	Percentage of Capital	Sum Insured
(i)	Loss of toes – all	20
	Great both phalanges	5
	Great – one phalanx	2
	Other than Great if more than one toe lost each	1
(ii)	Loss of hearing – both ears	50
(iii)	Loss of hearing one ear	15
(iv)	Loss of four fingers and thumb of one hand	40
(v)	Loss of four fingers	35
(vi)	Loss of thumb - both phalanges	25
	- one phalanx	10
(vii)	Loss of Index finger - three phalanges	10
	- two phalanges	8
	- one phalanx	4
(viii)	Loss of middle finger - three phalanges	6
	- two phalanges	4
	- one phalanx	2
(ix)	Loss of ring finger - three phalanges	5
	- two phalanges	4
	- one phalanx	2
(x)	Loss of little finger - three phalanges	4
	- two phalanges	3
	- one phalanx	2
(xi)	Loss of metacarpals - first or second (additional)	3
	- third, fourth or fifth (additional)	2
(xii)	Any other permanent partial disablement	% as assessed by the Doctor



6. If such injury shall be the sole and direct cause of temporary total disablement then so long as the Insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever a sum at the rate one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week but in any case not exceeding Rs. 1,500/- per week in all under all policies.
Provided that the compensation payable under the foregoing sub-clause (6) shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of the disablement and in no case shall exceed the Capital Sum Insured.
7. In the event of death of the Insured person due to accident as defined in the Section outside his/her residence the Company shall reimburse expenses incurred for transportation of the dead body of the Insured Person to the place of residence subject to a maximum of 2% of Capital Sum Insured applicable to such Insured Person or Rs. 1,000/- whichever is less.

EXCEPTIONS

Provided always that the Company shall not be liable under this Section for:

- a) Compensation under more than one of the foregoing Benefits in respect of the same period of disablement except under (6).
- b) Any other payment after a claim under one of the Benefits (1), (2), (3) or (4) has been admitted and become payable.
- c) Any payment in case of more than one claim under the Section during any one period of insurance by which the maximum liability of the Company in that period would exceed the Sum payable under Benefits (1) of this Section.
- d) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- e) 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 whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in world (d) directly or indirectly caused by venereal diseases or insanity (e) arising or resulting from the Insured Person committing any breach of the law with criminal intent.
- f) Payment or compensation in respect of death injury or disablement of the Insured Person due to or arising out of or directly or indirectly connected with traceable to War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Powers, Seizure, Capture, Arrests, Restraints and Detainments of all kings, princes and people of whatever nation condition or quality whatsoever.
- g) Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person.
 - i) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
 - ii) Directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- h) Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clauses (1) (2) (3) and (4) of the Section viz., death, loss of limb(s) or sight and permanent total disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the policy shall have been in force prior to the occurrence of an accident for which the Capital Sum becomes payable but the amount of such increase shall not exceed 50% of the Capital Sum Insured stated in the Schedule herein applicable to such Insured Person.

This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Section as hereinafter provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.



JPA/GRAMIN ACCIDENT INSURANCE

Any person irrespective of sex, occupation and profession in the age group of 10 to 70 years may be covered.

SCOPE OF COVER

This Insurance will pay to the Insured person(or in cases of death to the Assignee) the amount shown against the table of benefits, if the Insured person shall sustain any bodily injury resulting solely and directly from accidents caused by outward violent and visible means and such bodily injury shall within twelve calendar months of its occurrence be the sole and direct cause of:

Table of Benefits	Sum Insured payable under	
	JPA	Gramin
a) Death -----	Rs. 25,000/-	Rs.10,000/-
b) Total and irrecoverable loss of sight of both eyes or loss or use of two hands or feet or loss of sight of one eye and loss of use of one hand or foot -----	Rs. 25,000/-	Rs. 10,000/-
c) Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot -----	Rs. 12,500/-	Rs. 5,000/-
d) Permanent Total and absolutely disabling the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever -- -----	Rs. 25,000/-	Rs. 10,000/-

EXCLUSIONS

1. Any existing disablement.
2. Death, injury or disablement due to intentional self-injury, suicide or attempted suicide.
3. Disablement or death under influence of liquor or drug.
4. Death or disablement during racing, hunting, mountaineering, Ice Hockey, winter sports
5. Insanity.
6. Breach of law with criminal intent.
7. War group of perils.
8. Nuclear group of perils.

SECTION – VII - INSURANCE OF TINY SECTORS

This Insurance covers risks of Artisan, Village and Cottage Industries, Tiny Sectors and Small-Scale Industries and Bio-Gas Plants against the loss or a damage due to:

1. Fire, Lightning, Explosion of gas in domestic appliances.
2. Bursting and overflowing of water tanks apparatus or pipes.
3. Aircraft or articles dropped therefrom
4. Riot, Strike or Malicious Act.
5. Earthquake (Fire and / or shock) subsidence and landslide (including Rockslide damage)
6. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone.
7. Impact damage.

The Insurance covers the loss and/or damage of the total value at risks (mentioned above) for the building, machinery, stock and stock-in-process within and/or outside the worksite.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss of or damage to livestock, motor vehicles and pedal cycles.
2. Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables.

Important: Where the total value at risk is in excess of Rs. 10 lakhs, it is not permissible to issue this cover.



SECTION – VIII - LIVESTOCK / CATTLE / CAMEL / HORSE ETC. INSURANCE

This insurance covers the Insured against death of his insured animal by disease or accident (including fire and/or lightning occurring during the Policy Period).

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

- a) Malicious or wilful injury or neglect, overloading, unskilled treatment or use of the animal for the purpose other than that stated in the Policy without the consent of the Company in writing.
- b) Accident occurring prior to the commencement of risk and diseases contracted within 15 days from the date of commencement of risk (15 days' waiting period applicable in non-scheme cattle insurance for disease only).
- c) Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by or of lawfully constituted authority.
- d) Transport by air and /or sea.
- e) Theft and/or clandestine sale of insured animal.
- f) War, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power or in consequences thereof or attempt thereat.
- g) Any accident, loss, destruction, damage or legal liability directly or indirectly, caused by or contracted to by or arising from nuclear weapons / materials.

SPECIFIC EXCLUSIONS FOR CATTLE ONLY

- a) Pleura pneumonia in respect of cattle in erstwhile Lakimpur and Sibsagar districts of Assam.
- b) Transit by foot beyond 50 kms. from place of stabling.
- c) PTD Coverage (may be covered by charging extra premium).

SPECIFIC EXCLUSION TO SHEEP / PIG / GOAT

- i) Enterotoxemia, sheep pox, goat pox, rinderpest, foot & mouth disease anthrax H.S., B.Q.-these diseases are covered by the Policy if the animal is successfully inoculated (protected) and necessary vaccination certificates are supplied to the Company.
- ii) Breeding and farrowing risk for pig only.
- iii) Disability of any kind.
- iv) Swine fever for pig only. This disease may be covered if proper vaccination is performed and necessary veterinary certificate is produced to the Company.
- v) 15 days' waiting period for pig only under non-scheme.

SPECIFIC EXCLUSIONS FOR HORSE ETC/CAMEL ONLY

- i) Famine for camel only.
- ii) Surra for camel only. The disease is covered if the animal is successfully inoculated and necessary veterinary certificate is supplied to the Company.
- iii) PTD – this risk may be covered by paying extra premium.
- iv) Disease contracted prior to and within 15 days from the commencement of risk for non-scheme horse etc. insurance only.
- v) Racing, hunting and blood stock purpose for horse etc. insurance only
- vi) Glanders, South African Horse sickness, rinderpest, anthrax B.Q. Foot & Mouth disease and Titanus. These diseases are covered if the animals are successfully inoculated and necessary veterinary certificates are supplied to the Company.

Camel: 3 to 12 years

Horse etc.: 2to 8 years under scheme, and upto 10 years under non-scheme.
(This age limit is applicable for Horse and Donkey only).



IDENTIFICATION OF THE INSURED ANIMAL

All the animals proposed for insurance under this Section would be identified by metal ear tag only.

SPECIAL CONDITIONS

- i) The animal must be sound and in perfect health and free from any injury at the time of proposal of insurance or any renewal. Must also remain sound and be in perfect health and free from any injury at the time of payment of premium.
- ii) The Insured shall permit any authorised representative of the Company at all times to inspect the animal thereby insured at the premises of the Insured and the Insured shall furnish any information which the Company may require and shall comply with all reasonable regulations and directions from time to time made and given by the Company.
- iii) The Insured shall give immediate notice in writing to the Company of any illness or lameness of or accident or injuries to the animal insured hereby.
- iv) The insured shall cause the animal insured to have sufficient and proper feed, water and shall get secured of fences, yards, shades and stabling and shall at all times and to the best of his knowledge and ability, youth and exercise every due and proper precaution and safeguards against loss or damage under this Policy; the intention and meaning of this condition being that the insured animal shall have same care and attention as and when not insured.
- v) In the event of illness or accident, the Insured shall at his own expenses immediately obtain the certificate of a qualified veterinary surgeon and cause the animal to be properly treated.
- vi) On the death of the animal hereby insured, the Insured shall give immediate notice thereof to the Company at the Office which has issued the Policy and shall give the Company the opportunity of inspecting the carcass until atleast the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall also within 14 days furnish to the Company such information accompanied by such veterinary certificates and satisfactory proof as to the death identity and value of the animal as the Company may require.
- vii) Ear tag of the deceased animal be submitted alongwith duly completed claim papers.

**SECTION – IX - KISHAN AGRICULTURAL PUMSET INSURANCE
(Upto 10 Horse Power)**

The Insurance Covers the Centrifugal pump sets (electrical and diesel) upto 10 Horsepower capacity which are used for agricultural purposes only.

SCOPE OF COVER

- a) Fire & lightning
- b) Theft/burglary (due to violent forcible entry provided the pump set is kept in a locked enclosure).
- c) Mechanical / electrical
- d) Riot, Strike, malicious damage
- e) Terrorism

SPECIFIC EXCLUSION TO KISHAN AGRICULTURAL PUMPSET INSURANCE

- a) Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.
- b) Wilful act or gross negligence of the Insured or his representatives.
- c) Faults existing at the time of commencement of insurance and known to the Insured or his representative.
- d) Loss or damage for which the manufacturer or supplier of property is responsible either by law or under contract.
- e) Cost of dismantling, transport to workshop and back as also cost of re-erection.
- f) The deductible franchise as stated below to be first borne by the Insured out of each and every machinery breakdown claim. Where more than one item is damaged in any one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest deductible franchise applicable to any one such item.

A. Electrical Motor Sets	
Horse Power	Deductible Franchise (Rs.)
3.0	75



5.0	75
7.5	85
10.0	90
B. Diesel / Oil Sets	
Horse Power	Deductible Franchise (Rs.)
5.0	90
7.5	105
10.0	115
15.0	140

Rewinding Charges: Maximum Rewinding charges admissible are as under:

Horse Power	Rewinding Charges (Rs.)
3	600
5	800
7.5	1000
10	1300

Rewinding charges payable after allowing for salvage value of the burnt copper plus deductible excess.

SPECIAL CONDITIONS

- a) In the event of any occurrence which might give rise to a claim under this Section, the Insured shall
- b) immediately notify the Policy issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
- c) take reasonable steps within his power to minimise / restrain the loss or damage of liability.
- d) Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
- e) furnish all such information and documentary evidences as the Company may require.
- f) The Company shall not be liable for any loss or damage on which notice and completed claim form have not been received by the Company within 14 days of its occurrence.

The liability of the Company under this Section in respect of any item of property sustaining damage for which indemnity is provided, shall cease if the same item is kept in operation without being repaired to the satisfaction of the Company.

THEFT AND BURGLARY ENDORSEMENT

It is hereby declared and agreed that if the property described in the Schedule of the within mentioned Policy shall be lost by theft following upon an actual forcible and violent entry of the premises, by the person or persons committing such theft, then the Company will pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost provided the liability of the Company shall in no case exceed in respect of such item, the Sum expressed in the Schedule hereto to be insured thereon. It is hereby declared and agreed that the theft, burglary of either the pump or the motor or both is held covered under this Policy.

This Section does not cover the following:

- a) Loss or damage where any inmate or member of the Insured's household or his business staff or any other persons lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- b) Loss or theft of individual parts of the pumping set.
- c) This Section shall cease to attach:
- d) If the premises shall have been left uninhabited by day and night for 7 or more consecutive days and nights or while the premises are left uninhabited.
- e) If the Insured shall cause or suffer any material alteration to be made in the premises or any one to be done whereby the risk is increased.
- f) To any property insured which shall be removed from the premises in which it is herein stated to be safe, so far as is expressible provided for in this Section or this endorsement.



SECTION-X - POULTRY/BIRDS INSURANCE

This Insurance is applicable to Poultry farm of the APPLICABILITY Insured under this Policy consisting of all types of exotic and cross breed poultry birds in India. All birds in a farm will be covered. This Insurance is applicable to poultry farm consisting of a minimum 500 layer birds and in case of broiler birds, the minimum number is 100 per batch.

SCOPE OF COVER

This Section of Insurance Policy shall provide indemnity against death of birds due to accident (including fire, lightning, flood, cyclone, famine, riot, strike and civil commotion) or disease.

SPECIFIC EXCLUSIONS UNDER POULTRY BIRDS INSURANCE

- i) Malicious / wilful injury, neglect.
- ii) Transit by any mode of transport
- iii) Improper management (overcrowding)
- iv) Undergrowth, cannibalism, action of predators, like preying birds and carnivorous animals.
- v) Theft and clandestine sale of birds.
- vi) Intentional slaughter of the birds except in the case where destruction is necessary to terminate incurable suffering on humane consideration, on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by or of lawfully constituted authority.
- vii) Consequential loss howsoever caused.
- viii) Permanent and partial disablement of any nature.
- ix) Loss of production.
- x) a) Marek's disease, Ranikhet disease, fowl pox and bronchitis. These diseases are covered by the Policy after the birds are successfully inoculated against these diseases and necessary veterinary certificates to that effect are supplied to the Company. Coccidiosis and other diseases are covered only if preventive and curative measures are taken from time to time. The farm should be closed for 2 months if epidemic disease occurs.
b) Malnutrition.
c) Loss due to huddling and / or pilling of birds.
d) Avian Leucosis complex (ALC)

CLAIMS PROCEDURE

1. In the event of death of birds immediate intimation should be given to the Company and the Insurer should be supplied with the following documents and required information:
 - a) Duly filled claim form
 - b) Vet. P.M. Report copy of sample birds.
 - c) Daily records of mortality, feeding etc.
 - d) Purchase invoices for the birds.
 - e) Any other proof to substantiate the loss like photographs, medical bills etc. as and when required.
2. In the case of alarming death / out-break of epidemic nature immediate notice within 12 hours should be given to the Company and all birds should be segregated and produced to the representative of the Company or to any person authorised by the Company for inspection.
3. Daily mortality details should be sent to the Company on weekly basis, failing which report will be treated, as nil for that particular week.
4. Delay in reporting of the claim should be avoided, and if there is delay for more than three days, the claim would be treated as non-standard.
5. A crosscheck should be made in regard to details given in the claims with mortality register of the farm.
6. If mortality in epidemical form occurs daily inspection should be made by the Vet. doctors.

Important Policy Conditions under Poultry Birds Insurance:

Misdescription:

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misdescription or misrepresentation or non-disclosure of any material particular.



Reasonable Care:

The Insured shall at all times exercise all reasonable care and diligence in the selection of employees and shall cause to have every bird insured, to have sufficient and proper balanced standard feed, water and shelter and shall keep secure all fences, yards sheds and cages and shall use and exercise every precaution in every manner and provide the same care and attention as if no insurance had been effected.

The Insured shall not introduce or permit to be introduced any diseased or infected birds, among any Insured’s stock or upon any part of his premises, not allow the insured stock to mix with deceased or infected birds, not permit them to be introduced in sheds, buildings, or any other place where such affected birds have been kept.

The Insured shall also isolate any birds affected with any disease from the remainder of his stock immediately upon the discovery of the attack and shall take all necessary and proper precautions to protect the healthy stock, from any chance of infection.

Inspection:

The Insured shall permit the authorised representatives of the Company at all times to inspect the birds hereby insured and premises of the Insured and also shall furnish any information which the Company may require and shall comply with all reasonable regulations and directions from time to time made and given by the Company.

Maintenance:

The Insured should have proper adequate veterinary facility and they must ensure good housekeeping of the farm. Birds should be purchased from approved standard hatcheries only. Proper record of daily stock position, feed consumption, and egg production must be maintained by the Insured. Debreaking should be carried out by and records for these should be maintained by the Insured. The Veterinary surgeon’s certificate in the prescribed form should be submitted for the birds replaced / added during the currency of these policy.

Cancellation:

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or noncooperation by the insured by sending fifteen days’ notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company’s short period rates provided no claim has occurred upto the date of cancellation

Cessation of risk:

This Policy shall cease to cover any bird immediately if the Insured sells it or parts with any interest in each whatsoever, whether temporarily or permanently.

Contribution:

If at the time of any loss covered by this Policy there shall be any other insurance covering the same birds whether effected by the Insured or not then the Company shall not be liable for more than its rateable proportion thereof.

Fraud:

If any claim under this Policy is found to be fraudulent in any respect or if any fraudulent means or devices are used by the Insured or any one acting on the Insured’s behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.

Observation of Terms and Conditions:

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Admissibility of the claim:	
a) Excess Clause: Claim under the Policy should be admissible only if the mortality in the flock exceeds beyond the excess limit given below:	
Broilers	Mortality
1 day old to 8 weeks	5% of population in each batch
Layers	
1 day old to 8 weeks	5% of population in each batch
9 weeks to 20 weeks	3% of population in each batch
21 weeks to 72 weeks	1% of population in each batch



LIABILITY:

The Company will indemnify 80% of the value of the bird at the time of death as per the existing TAC Region basis weekly valuation.

SECTION – XI - FIDELITY GUARANTEE

If the Insured shall sustain direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the Insured in the insured premises the Company will indemnify the Insured in respect of such loss provided that:

- a) the loss shall have occurred in connection with his occupation and duties during uninterrupted continuance of his employment and be discovered within six months after the death dismissal or retirement of such person or six months after this Policy shall have ceased to exist whichever of these events shall happen first and
- b) the liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of insurance is limited to the Sum set opposite in the Schedule.

SPECIAL CONDITIONS

1. In the event of loss or damage the Insured shall at once give notice to the Policy Issuing Office and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
2. The Company shall not be called upon to pay more than one claim in respect of the acts or defaults of any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the Schedule hereto for such employee. Provided always and it is hereby declared that the Company shall not be liable for any act or default by such employee done or omitted to be done after the discovery by the Insured of any act of forgery embezzlement larceny or fraudulent conversion on the part of such employees. All sums payable hereunder shall be payable at the Company's Office and no sum payable under this Policy shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same became due.
3. The Insured shall if and when required by the Company but at the expense of the Company take all steps for a conviction be obtained and use all diligence in prosecuting any of the employees to conviction for any act which such employee shall have committed and in consequence of which a claim shall have been made under this Policy and shall at the Company's expense give all information and assistance to enable the Company to sue and obtain reimbursement from any such employee by reason of whose acts of defaults a claim has been made or by the estate of such employee of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the Insured to the employee in respect of which a claim is made hereunder or any other money which shall be due to such employee from the Insured shall be deducted from the amount payable under this Policy and that all moneys estate and effects of such employee in the hands or received possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the Insured to the employee and also all moneys or effects which shall come into the possession or power of the Insured for or on account of such employee after discovery of any act on the part of such employee shall belong to the Company to the extent of its liability.

SECTION – XII - BAGGAGE

The Company will indemnify the Insured and / or such members of his /her family as are permanently residing with him/her in respect of personal baggage accompanying the Insured or his / her family members belonging to him/her or for which he/she is responsible whilst travelling anywhere in India on tour or on holidays being LOST, DESTROYED or DAMAGED by ACCIDENT OR MISFORTUNE provided that the liability of the Company in respect of the property so lost destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance in respect of such of the several items specified in the Schedule the Sum set opposite thereto respectively.



SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

- a) loss or damage due to cracking scratching or breakage of lens or glass whether part of any equipment or otherwise or of China marble, gramophone records and other articles of a brittle or fragile nature unless such loss or damage arises from accident to vessel train vehicle or aircraft by which such property is conveyed.
- b) loss or damage caused by moth mildew vermin or any process of cleaning dying repairing or restoring to which the property is subjected.
- c) loss or damage to any electrical machine apparatus fixtures or fittings (including wireless sets radio television sets and tape recorders) arising from overrunning excessive pressure, short circuiting arcing self heating or leakage of electricity from whatever cause (lightning included).
- d) loss or damage caused by mechanical derangement or overwinding of watches and clocks.
- e) theft from car except from car of fully enclosed saloon type having all the doors windows and other openings securely locked and properly fastened.
- f) loss damage whilst being conveyed by any carrier under contract of affrighment.
- g) loss or damage to money securities, manuscripts, deeds, bonds, bills of exchange promissory notes stock or share certificates stamps, business books or documents. jewellery watches furs precious metals precious stones gold and silver ornaments travel tickets cheques and bank drafts.
- h) loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the Company.
- i) loss destruction of or damage to articles of consumable nature.
- j) Loss of articles such as Sticks Straps Umbrellas Sunshades Fans Deck Chairs property in use on the voyage and / or journey or articles or clothes whilst being worn on the person or carried about.
- k) loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid soils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION – XIII - ANIMAL DRAWN CART INSURANCE

The Company will indemnify the Insured in respect of the Sum for which the Insured has taken coverage as set in the Schedule which is subject to the terms, provisions, exceptions and conditions contained herein:

Section A – Damage to the vehicle

The Company will indemnify the Insured by payment or at its option by repair reinstatement or replacement against loss of or damage to the vehicle and / or its accessories whilst thereon specified in the Schedule (hereinafter called the 'vehicle').

- a) by accidental external means
- b) by fire explosion lightning storm tempest flood inundation earthquake burglary or theft.
- c) by malicious act including riot & strike
- d) whilst in transit by road rail inland waterways

Provided always that:

1. The Company shall not be liable under this Section to make any payment in respect of:
 - a) damage to hard or pneumatic rubber tyres whatever fitted to the vehicle unless the vehicle is lost or damaged at the same time when the liability of the Company is limited to fifty percent towards the cost of replacement
 - b) wear and tear mechanical failures or breakdown and / or consequential loss due to depreciation
 - c) loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time
 - d) the first Rupees fifty in respect of each and every claim except total loss by fire
2. in the event of damage to the vehicle 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 vehicle the estimated cost of which does not exceed Rs.150/- (including excess) provided that such repair is necessary and the charges are 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 vehicle 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 of redelivery to the Insured but not exceeding in all Rs.50/- in respect of any one accident.



Section B – Injury to animals

The Company will indemnify the Insured for the loss which the Insured shall suffer if the animal specified in the Schedule (hereinafter called the said animal) shall sustain any bodily injury directly from accident caused by outward violent and visible means whilst attached to the vehicle insured under Section XIII Sub-section A of the Policy and shall solely and independently of any other cause result in its death or its necessary slaughter (under certificate by a duly qualified Veterinary Surgeon) within 30 days of the occurrence of such injury or permanent total disablement upto the reasonable market value of the said animal at the time of injury but in no case beyond the Sum Insured stated in the Schedule as its present estimated value.

Provided always that:

1. Permanent total disability shall mean the permanent and total incapacity of the said animal for the purpose of pulling the vehicle as mentioned in the proposal.
2. The Company shall not be liable under this Section for any injury sustained
 - a) whilst the said animal is being used for any purpose other than as stated in the Schedule.
 - b) by the said animal solely due to pre-existence of any disease overstrain and / or fatigue.

Section C – Third Party including Passengers Liability

The Company will indemnify the Insured in the event of accident caused by or through or happening in connection with the use of the vehicle against all sums including claimants' costs and expenses but not exceeding Rs.10,000/- in respect of any one claim or series of claims arising out of any one event and Rs.25,000/- during the year for which the Insured shall become legally liable to pay in respect of:

- a) death of or bodily injury to any person including passengers while such passengers are mounting into dismounting from or travelling in the vehicle other than members of the Insured's family or household or persons who at the time of the accident are engaged in and upon the service of the Insured.
- b) damage to property including goods or other property of passengers while being conveyed in the vehicle other than property belonging to or held in trust or in the custody or control of the Insured or any member of the Insured's family or household.

Provided always that

1. The Company shall not be liable under this Section for:
 - a) death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading therefrom.
 - b) damage to any bridge viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of the vehicle and any load carried by the vehicle
 - c) any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
 - d) any compensation against passenger liability claims if the vehicle be intentionally overloaded or if the vehicle carries more persons than its carrying capacity (as recorded) at the time of accident giving rise to a claim
2. in terms of and subject to the limitations of and for the purpose of this Section the Company will indemnify any person who is driving any vehicle described in the schedule on the Insured's order or with his permission provided that such person
 - a) is not suffering from impairment of sight or hearing or any other physical infirmity or disease;
 - b) shall as though he were the Insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they can apply.
3. In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify his personal representatives in terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms, exceptions, conditions and limitations of this Policy in so far as they can apply
IN ADDITION the Company will also pay in respect of a claim for damages to which the indemnity expressed in this Section applies all costs and expenses incurred with written consent of the Company.



Section D – Accident to the Insured or Driver

The Company will pay to the Insured or to his legal representative the sum or sums hereinafter set forth if the Insured or any person who is driving the Vehicle on the Insured's order or with his permission (hereinafter called the Driver) shall sustain any bodily injury resulting solely and directly from accident whilst the Driver is mounting into dismounting from or driving the Vehicle caused by accidental external violent and visible means which independently of any other cause shall within twelve calendar months of its occurrence be the sole and direct cause of:

- | | |
|---|----------------|
| a) the death of the Driver | --Rs. 10,000/- |
| b) the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot | -- Rs.10,000/- |
| c) the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or a foot | -- Rs.5,000/- |
| d) permanently totally and absolutely disabling the Driver from engaging in being occupied with or giving attention to any employment or occupation of any description of whatsoever | -- Rs.10,000/- |

Provided always that the Company shall not be liable under this Section for

- compensation under more than one of the clauses (a) (b) (c) or (d) in respect of same injury or disablement;
- payment of compensation in respect of injury or disablement arising out of or contributed or traceable to any disability existing on the date of issue of this Policy;
- Payment of compensation in respect of death or disablement or injury due to intentional self injury suicide or attempted suicide insanity or pregnancy;
- any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or devices whether by the Insured or the Driver or any person on behalf of them.

GENERAL EXCEPTIONS

- Any injury loss damage or liability caused by or through or in connection with any animal and / or vehicle whilst such animal and or vehicle is being used otherwise than for the purposes of the Business specified in the Schedule or for social domestic or pleasure purposes.
- Any injury loss damage or liability arising outside the geographical limit specified in the Schedule.
- Any claim arising out of any contractual liability
- injury loss damage or liability caused or arising whilst the Driver is under the influence of intoxicants or committing any breach of law with criminal intent.
- Any injury loss damage or liability caused sustained or incurred during the period of requisition detention or seizure of the vehicle or the animal by the Government / any statutory local body for any purpose / reason.
- Any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or usurped power.
- Any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or from nuclear weapons material. Solely for the purpose of this exclusion combustion shall include any self-sustaining process.



SPECIAL CONDITIONS

1. The Insured shall at all times by personal or other competent supervision take all proper precautions to employ only competent drivers and to ensure that the vehicle and accessories are kept in a proper state of repair and that no animal known to be vicious is used. The Insured animal shall have the same care and attention as when not insured. In the event of any accident which may give rise to a claim under Section A, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before necessary repairs are affected any extension of the damage or further damage to the vehicle shall be entirely at the Insured's own risk.
2. In the event of injury to any animal in circumstances which may give rise to a claim under Sub-Section B of Section III of this Policy the Insured shall at his own expense immediately obtain the services of a duly qualified Veterinary Surgeon and cause the injured animal to be properly treated. In the event of the death of any animal in such circumstances the Insured shall give the Company at least twenty-four hours notice of the death before cutting or disposing of the carcass.
3. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this Policy.
4. The Company may in the case of any occurrence giving rise to a claim under Section C hereunder pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under any further liability in respect of such occurrence.
5. If at the time of any claim under this Policy there is any other existing insurance covering the contingencies under Sections A, B and C of the Policy the Company shall not be liable to pay or contribute more than its rateable proportion of such injury loss damage compensation costs or expenses.
6. Proof satisfactory to the Company shall be furnished of all matters upon which a claim under Section D is based. Any Medical or other agent of the Company shall be allowed to examine the person or the Driver on the occasion of any alleged injury or disablement when and so after as the same may reasonably be required on behalf of the Company.
7. The Company shall not be liable to make any payment under this Policy in respect of any claim being in any manner fraudulent or supported by any fraudulent statement or devices whether by the Insured or by any person on behalf of the Insured.
8. In case of a valid claim under any Sub-section A, B, C and D of Section XIII of this Policy any sum payable hereunder shall be paid only on delivery of the Policy for cancellation as follows:
 - a) Cancellation of cover for total or constructive total loss claim only under Sub-section A
 - b) Cancellation of cover for any claim under Sub-section B
 - c) Cancellation of Sub-section C only on payment of full sum of Rs.25000/-
 - d) Cancellation of Sub-section D only on payment of any amount under any of the clauses A, B, C or D provided always that the Sub-sections C & D may be reinstated on payment of prorata premium upto the expiry of the Policy from the date of accident.

SECTION XIV - AGRICULTURAL TRACTORS

As per the provisions, terms, exceptions, conditions and endorsements stipulated in the Motor Policy attached to and forming part of this Policy.