



UNITED INDIA INSURANCE COMPANY LIMITED
AGRICULTURE PUMPSET INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has applied to United India Insurance Company Limited (herein after called the "Company") for the Insurance hereinafter contained and has paid the Premium as consideration for such Insurance.

NOW THIS POLICY WITNESSETH that subject to the terms conditions and exclusions contained herein or endorsed hereon:-

I. POLICY COVERAGE

The Company will at its own option by payment or reinstatement or repair indemnify the Insured against the unforeseen and sudden physical damage to the pump set described in the Schedule hereto, caused by and/or solely due to any of the perils mentioned hereunder:

1. Fire and /or Lightning.
2. Theft/Burglary.
3. Mechanical/Electrical breakdown including damages by external means.
4. Riot, strike, malicious damage.
5. Storm, cyclone, hurricane, typhoon, tornado, tempest, flood and inundation of any pumping set including starter, switches as specified in the schedule whilst at the premises herein mentioned during the period of insurance stated in the Schedule.
6. Terrorism.

The liability of the Company for any one item will not exceed the Sum Insured set against such item in the Schedule.

II. PROVISIONS

A. Sum insured:

It is a requirement of this Insurance that the Sum Insured shall be 100% of the market value of new pump set of the same kind and capacity at the time of issuance of the cover i.e., new replacement value of pump sets (including provision for packaging, freight, erection charges and customs duty if any).

B. Basis of Indemnity:

1. In case where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability subject to:
 - i) In the event of damage to other parts not connected with the rewinding, the overall liability, towards replacement of parts including labour charges will be limited to 25% of the Sum Insured. This applies to electric motors only.
 - ii) The depreciation for such replaced parts other than that connected with rewinding will be at the rate of 5% each year subject to a maximum of 50%.
 - iii) The maximum rewinding charges admissible shall be :

Capacity	Coil & labour	Parts	Total
	₹	₹	₹
3 HP	1400	700	2100
5 HP	2000	700	2700
7.5 HP	2200	700	2900
10 HP	2500	700	3200
15 HP	4000	700	4700
20 HP	4250	700	4950
25 HP	4500	700	5200
30 HP & above	4750	700	5450

2. Salvage is to be deducted at a minimum of Rs.80/- per Kg or the rate prevailing in the market as on date of accident. If the cost of repairs shall exceed the actual value of the pumping set insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (3) below.
3. In case of total loss, , claims will be paid for the market value of the pump set prior to loss or Sum Insured, whichever is less.
4. Theft and burglary cover will be available only if the pump set is in locked enclosure and the liability will arise only if there is forcible and violent entry.

The Company will make payment only after being satisfied with production of the necessary bills and documents that the repairs have been effected or replacements have taken place as the case may be.

III. GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss /damage and/or liability directly or indirectly caused by or arising from or in consequence of:
 - a) War and allied perils.
 - b) Ionising radiation, radioactivity or nuclear weapons or materials.
2. Normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise.



3. Loss/damage and/or liability caused by or arising out of the wilful gross negligence of Insured or his representative.
4. Loss/damage and/or liability due to faults existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives regardless of whether such faults or defects were known to the Company or not.
5. The excess 1% of Sum Insured subject to a minimum of Rs.100/-.
6. Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contract.
7. The cost of dismantling, the cost of transport to the repair shop and back to the Insured's premises and the cost of re-erection arising out of any damage to the pumping set.

In any action suit or other proceeding where the Company alleges that by reasons of the provisions of the Exceptions above, any loss, destruction, damage or liability is not covered by this Insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

IV. BONUS / MALUS CLAUSE

A discount shall be allowed to the Insured or a loading shall be charged as per the table shown below on the premium for such part of the insurance as is renewed in respect of the pump set insured hereunder:

- | | | |
|---|-------|---------------------------------|
| a) Bonus - % discount on the renewal premium: | | |
| For incurred claims ratio less than 50% | | 10% |
| For incurred claims ratio between 50% - 60% | | 5% |
| For incurred claims ratio between 60% - 70% | | 2.5% |
| b) Malus - Loading applicable to the renewal premium: | | |
| For incurred claims ratio between 70% - 75% | | Nil |
| For incurred claims ratio between 75% - 80% | | 2.5% |
| For incurred claims ratio between 80% - 90% | | 5% |
| For incurred claims ratio between 90% - 100% | | 10% |
| For incurred claims ratio between 100% - 150% | | 25% |
| For incurred claims ratio over 150% | | insurance shall not be renewed. |

V. 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 persons or person committing such theft then the Company will pay or make good to the Insured such loss to the extent of intrinsic value of the property so lost provided that 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 theft / burglary of either the pump or the motor or both is held covered under the Policy.

1. This Policy does not cover the following:
 - a) Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage has been expedited or in any way assisted or brought about any such person or persons.
 - b) Loss by theft of individual parts of the pumping set.
2. The Policy shall cease to attach:
 - a) If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights.
 - b) If the insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased.
 - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in this Policy or this endorsement.
 - d) To any property the interest of the Insured in which shall pass from the Insured otherwise than by Will or operation of law, unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.
3. On the happening of any loss or damage the Insured shall forthwith give notice thereof in writing to the Policy Issuing Office of the Company detailing the circumstances of the case and shall within seven days after that loss or damage shall have come to the Insured's knowledge and at the Insured's own expenses deliver to the Company a claim in writing and containing in particular an account as may be reasonably practicable of all the property lost or damaged and of the amount of the loss and damage in respect thereof respectively having regard to its value at the time of the loss or damage and also the damage (if any) to the premises. The Insured shall also produce and give to the Company when where and to whom and in a manner required by the Company vouchers, invoices, documents, proofs and information as may be reasonably required and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage claimed for has actually arisen from one of the causes insured against and that the property in respect of which a claim made is not merely mislaid or missing.
4. The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

**VI. MORTGAGE CLAUSE**

It is hereby declared and agreed:

1. That upon any money becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any money so paid as may relate to the interest of other parties insured hereunder shall be received by the Bank as agents for such other parties.
2. That the receipts of the Bank shall be complete discharge to the Company 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 the Company to the Insured or any of them 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 to the Bank.
4. That any adjustment settlement compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them 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.

VII. CONDITIONS

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

1.
 - a) The Company shall at all reasonable times have the right to inspect and examine any property insured hereunder.
 - b) No material alteration shall be made or permitted by the Insured whereby the risk of damage is increased unless the continuance of insurance be confirmed by memorandum, signed by or on behalf of the Company.
2. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall :
 - a) Immediately notify the Policy Issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to nature and extent of loss or damage.
 - b) Take all reasonable steps within his power to minimize the extent of the loss or damage or liability.
 - c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
 - d) Furnish all such information and documentary evidence as the Company may require.
 - e) In the event of theft/burglary, immediate intimation to be given to Police. Police report and final investigation report to be submitted along with other claim documents.

The Company shall not be liable for any loss or damage for which the Company has received no notice and completed claim form within fourteen days of its occurrence.

The liability of the Company under this Policy in respect of any item or 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.

3.
 - a) If the proposal or declaration of the Insured is not true in any material respect or if any claim made be fraudulent or substantially exaggerated or if any false declaration or statement be made in support thereof then this Policy shall be void and the Company shall not be liable to make any payment hereunder.
 - b) In the event of the Company disclaiming liability in respect of any claim, if an action or suit were not commenced within twelve months after such disclaimer all benefits under this Policy in respect of such claim shall be forfeited.
4. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.
5. The insurance granted by this Policy shall cease to attach to any item described in the Schedule if the interest in which shall pass from Insured otherwise than by Will or operation of law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement thereon.
6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled to or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
7. Cancellation:
 - a) The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
 - b) The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.
8. The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.