

GRAMIN SAMRIDDHI BIMA

POLICY WORDINGS

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PREAMBLE:

Whereas the Insured has made a proposal to SBI General Insurance Ltd. (hereinafter called the Company), which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject to the Sum Insured against such loss as is herein provided.

The liability of the Company in any one Policy Period shall in no case exceed the Sum Insured or limit of liability as shown in the Schedule for any one loss.

A. DEFINITIONS:

Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

Agricultural items mean and include stock of farm produce (grain and / or seeds of all kinds) inherently non-combustible under storage (not in the open) and agricultural implements belonging to the Insured.

Agriculture Pump Set means A pump set which is used purely for agricultural purposes and is driven by electricity or other fuel.

Building means structure of the house (above plinth and foundation excluding land) which shall be of standard construction unless specifically mentioned.

It shall also include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured or for which the Insured is accountable.

Burglary & Housebreaking means theft involving entry into or exit from the Insured's premises by forcible and violent means or following assault or violence or threat thereof to the Insured or any of Insured's employees or a member of the Insured's family or any person residing lawfully in the Insured's premises.

Business or Business Purpose means any full or part time, permanent or temporary, activity undertaken with a view to profit or gain.

Cart means a non-mechanised and animal driven cart as specified in the schedule.

Contents means articles (excluding money, jewellery and valuables), which are normally worn, used or carried about in everyday life. Contents include furniture, fixtures and fittings, clothing, household linen, crockery,


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electronic equipment, domestic appliances and other household goods and personal effects, including agricultural items, stock of food grains and for which Insured is accountable.

Declaration means explicitly written or verbal statement/ information provided by the Insured during the course of Insurance, which also forms the basis of this contract.

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Excess means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every claim made under this Policy.

Family means Insured, Spouse and first two dependent children.

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

Insured means You and/or person(s) named in the policy schedule.

Kutchha construction means any construction of walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.

Market Value means the value at which property insured could be replaced with one of the same kind, type, age and condition.

Policy means the Proposal, or any declaration, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

Policy Period means the period between the commencement date and the expiry date shown in the Schedule.

Proposal Form means the application form for Insurance Cover submitted to the Company along with all information and declarations which has enabled the Company in considering whether and on what terms to offer this insurance.

Property means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises or as described in the Schedule to this Policy including items contained therein for which the Insured is accountable.

Replacement Cost/Reinstatement Value means the value at which the property insured could be replaced with new property of the same kind, type and specification but not superior to or more extensive than the insured property and includes wherever applicable freight, custom duty, dismantling and re-erection cost and any other relevant charges, if included in the Sum Insured

Schedule means the Schedule attached to and forming part of this Policy.

Sum Insured means the amount stated in the Schedule by any Cover, which shall be the Company's maximum liability under this Policy.

Standard construction means any construction other than 'Kutchha' construction.

Television Apparatus shall mean and include a Television Set, accessories including Set Top Box forming part of the set.

Theft means a criminal act in which property is stolen or taken away by unlawful or felonious means with intent to deprive the Insured of his property.

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Total Loss means the cost of replacement, repair, reinstatement, renewal, or refurbishment of any item which is equal to or exceeds the value of the lost or damaged item immediately before the occurrence of the loss or Damage.

Depreciation chart for Contents and Sections 3, 5 and 7

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| Age of the equipment/ Item | Depreciation Percentage |
|----------------------------|-------------------------|
| Up to 6 Months | 5% |
| Up to 1 Year | 10% |
| Up to 2 Years | 15% |
| Up to 3 Years | 20% |
| Up to 4 Years | 25% |
| Up to 5 Years | 30% |
| Up to 8 Years | 35% |
| Above 8 Years | 50% |

B. COVERAGE**SECTION.I: STANDARD FIRE AND SPECIAL PERILS INSURANCE-BUILDING, CONTENTS AND AGRICULTURAL ITEMS**

We will pay You for the loss or Damage to the Building and Contents described in the Schedule by the perils specified herein below unless exclusion applies

I. Fire

Excluding

- a. destruction or damage caused to the property insured by
 - i. Its own fermentation, natural heating or spontaneous combustion.
 - ii. Its undergoing any heating or drying process.
- b. Burning of property insured by order of any Public Authority.

II. Lightning**III. Explosion/ Implosion**

Excluding loss, destruction of or damage

- a. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
- b. caused by centrifugal forces.

IV. Aircraft Damage

Destruction or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

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- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or lawfully constituted authority;
- c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same;

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- d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether such act is committed in the course of a disturbance or public peace) in any malicious act.

TERRORISM DAMAGE EXCLUSION WARRANTY

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.\

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted).

VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to Impact by any Rail/Road vehicle or animal by direct contact and not belonging to or owned by

- a. The Insured or any occupier of the premises or
- b. Their employees while acting in the course of their employment.

VIII. Subsidence and Landslide including Rock Slide

Loss, Destruction or damage caused by Subsidence of part of the site on which the property stands or Land-slide/Rock slide excluding:

- a. The normal cracking, settlement or bedding down of new structures
- b. The settlement or movement of made up ground
- c. Coastal or river erosions
- d. Defective design or workmanship or use of defective materials
- e. Demolition, construction, structural alterations or repair of any property or ground works or excavations.

IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes




X. Missile Testing operations

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- XI. Leakage from Automatic Sprinkler Installations**
Excluding destruction or damage caused by
- a. Repairs or alterations to the buildings or premises
 - b. Repairs, removal or extension of the Sprinkler Installation
 - c. Defects in construction known to the Insured.
- XII. Bush Fire**
Excluding loss, destruction or damage caused by Forest Fire.

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Add On Cover(Applicable for Section I): (Applicable if it is shown on Your Schedule)

Earthquake (Fire and Shock)

Notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement

Onus of Proof

In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted thereof by memorandum hereon or attached hereto signed by or on behalf of the Company.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION I

This Policy does not cover



- i. The first 5% of each claim subject to a minimum of Rs. 1,500/- in respect of each loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy
- ii. The first Rs. 1,000/- for each loss arising out of other perils in respect of which the Insured is indemnified by this policy. The Excess shall apply per event per insured.
- iii. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- iv. Loss, destruction or damage, directly or indirectly, caused to the property insured by
 - a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) The radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- v. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) Pollution or contamination which itself results from a peril hereby insured against.

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- b) Any peril hereby insured against which itself results from pollution or contamination.
- vi. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10,000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of

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accounts or other business books, computer system records, explosives unless otherwise expressly stated in the policy.

- vii. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
- viii. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over - running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- ix. Expenses necessarily incurred on
 - a) Architects, Surveyors & Consulting Engineer's fees and
 - b) Debris removal by the Insuredfollowing a loss, destruction or damage to the property insured by an insured peril in excess of 3% and 1% of the claim amount, respectively.
- x. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- xi. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- xii. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
- xiii. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- xiv. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

SPECIAL CONDITIONS APPLICABLE TO SECTION I

- i) All insurances under this Section shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided such a fall or displacement is not caused by insured perils, loss or damage which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
- ii) Under any of the following circumstances the insurance ceases to attach as regards the property



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affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the interest in the property passes from the insured otherwise than by will or operation of law.

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- iii) 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. Every item, if more than one, of the policy shall be separately subject to this condition.
- iv) If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- v) At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

- vi) Basis of Sum insured
 - a) Reinstatement Value for Building
 - b) Market Value Basis for Contents and Agricultural Items

- vii) Basis of Settlement:
 - a) Reinstatement Value

It is the cost of replacement by new property of same kind of property damaged at the time of loss (excluding profit of any kind) without taking into consideration wear and tear and depreciation for usage.

- b) Market Value

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

- c) First Loss Basis for Contents

It is hereby declared and agreed that this Section is issued as a 'First Loss Insurance' for 50% of Insured's total Contents (100%) as limit in the Schedule attached to and forming part of this Policy.


It is further declared and agreed that in the event of the total value of Contents at risk at the time

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of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable share of the loss accordingly.

Every item, if more than one, of the Policy, shall be separately subject to this Condition.

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SECTION II. BURGLARY AND HOUSE BREAKING AND THEFT- CONTENTS, AND AGRICULTURAL ITEMS

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

- I. Any loss of or damage to property or any part thereof whilst contained in the Building described in the Schedule hereto due to burglary or house -breaking (following upon an actual forcible and violent entry of and/or exit from the building) or theft or hold-up;
- II. Damage caused to the building resulting from burglary and/or housebreaking or any attempt there at any time during the period of insurance. Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION II

The Company shall not be liable in respect of -

- i) Gold or silver articles, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, unless specifically insured.
- ii) Any loss or damage caused by Insured or Insured's family members or persons in his employment is not covered
- iii) Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- iv) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
- v) Loss or damage whether direct or indirect arising from war, warlike operations and of foreign enemy hostilities (whether war be declared or not), civil war, revolution, insurrection, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and detainment by order of any government or any other authority.
- vi) In any action, suit or other proceedings where the Company alleges that by reason of provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- vii) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
- viii) Any accident, loss, destruction, damage or Legal Liability, directly or indirectly, caused by or contributed to by or arising from Nuclear weapons material.
- ix) Consequential loss or legal liability of any kind.
- x) Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance

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- or nonfeasance or breach of trust in relation thereto by the Insured.
- xi) Loss which is unexplained or mysterious nature or not substantiated.
 - xii) Any shortage due to error or omission.

SPECIAL CONDITIONS APPLICABLE TO SECTION II

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- i) Basis of Sum insured
 - a) Market Value Basis
- ii) Basis of Settlement:
 - a) Market Value

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

- b) First Loss Basis for Contents

It is hereby declared and agreed that this Section is issued as a 'First Loss Insurance' for 50% of Insured's total Contents (100%) as limit in the Schedule attached to and forming part of this Policy.

It is further declared and agreed that in the event of the total value of Contents at risk at the time of loss be greater by more than 15% of the total value declared for the purpose of this insurance and incorporated in the Schedule, the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable share of the loss accordingly.

Every item, if more than one, of the Policy, shall be separately subject to this Condition.

SECTION III: ANIMAL DRIVEN CART

I. Loss or damage to the Cart –

The Company will indemnify the Insured against loss or damage to the cart and/or its accessories whilst thereon subject to Sum Insured as specified in the Policy Schedule:

- a) By fire, external explosion, lightning or flood, typhoon, hurricane, volcanic
- b) eruption or other convulsions of nature
- c) By burglary and theft
- d) By malicious act
- e) Accidental external means
- f) Whilst in transit by road, rail, inland waterway.

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

- a) Damage to hard or pneumatic rubber tyres fitted to the cart unless the cart is lost or damaged at the same time when the liability of the Company is limited to 50% towards the cost of replacement
- b) Wear and tear, breakdown and/or consequential loss due to depreciation
- c) Loss or damage to accessories by burglary or theft unless the cart is stolen at the same time
- d) The first Rs. 1,000 in respect of each and every loss except total loss and Third-Party Liability

II. Death of the animal/s

The Company will indemnify the Insured Death of the animal/s used for pulling the cart for a Sum Insured as specified in the Policy Schedule, provided that the animal/s are specifically declared under the Policy and used only for pulling the cart. Such death arising out of and during the course of an accident to insured Cart is only covered.




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The Policy does not cover any claim:

- a) For death sustained whilst the animal is being used for any purpose other than pulling cart on public road.
- b) Where the death of the said animal was solely due to pre-existence of any disease/injury, over strain and/or fatigue.

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III. Liability to Third Parties & Passengers –

In the event of accident caused by or arising out of the use of the cart against all sums not exceeding up to Rs. 10,000/- in any one accident or for all accidents in a year, including claimants costs and expenses (incurred with written consent of the Company) which the Insured shall become legally liable to pay in respect of:

- a) Death of or bodily injury to any person other than a family member or a person in the service of or acting in any capacity either for the farmer or any of his sub-contractors and
- b) Damage to property other than property belonging to the farmer or carried by him in his cart or held in trust by or in the control of the farmer or his employees or sub-contractors.

In the event of the death of any person entitled to indemnity under this Policy, the Company will in respect of the liability incurred by such person indemnify his personal representatives in terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they apply.

The Company may at its own option (a) arrange for representation at any Inquest or Fatal Enquiry in respect of any death which may be the subject of indemnity under this Sub-section and (b) undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Sub-section.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION III

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

- i) Depreciation, wear and tear or breakdown
- ii) Any accident, loss, damage or liability caused, sustained or incurred during the period of requisition or commandeering by the Government for any purpose.
- iii) Any accident, loss, damage and/or liability directly or indirectly proximately or remotely occasioned by contributed to or traceable to arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operation (whether before or after declaration of war), civil war, civil commotion, mutiny, rebellion, military or usurped power or by any direct or indirect consequence of any of the said occurrences.
- iv) Any accident or loss whilst the Insured or any person riding with the general knowledge and consent of the Insured is under the influence of intoxicating liquor or drugs.
- v) Any liability of whatsoever nature, directly or indirectly, caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- vi) Any accident, loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

SPECIAL CONDITIONS APPLICABLE TO SECTION III

- i) Basis of Sum insured

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- a) Market Value Basis
- ii) Basis of Settlement:
 - a) Market Value

It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

SECTION IV – PERSONAL ACCIDENT [ACCIDENTAL DEATH COVER FOR INSURED AND FAMILY]

This section covers Insured Persons against Accidental Death - if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death-resulting solely and directly from accident caused by external, violent and visible means, pay to the Insured to the extent and manner hereinafter set forth in respect of such Insured Persons specified in the Schedule hereto the Sum Insured stated in the Schedule hereto, applicable to such Insured Person/s.

SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV



- i) Death resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- ii) Any pre-existing disability / accidental injury.
- iii) Accidental death due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- iv) Accidental death caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- v) Any claim in respect of accidental death of the Insured/Insured Person.
 - a) From intentional self-injury, suicide or attempted suicide
 - b) Whilst under the influence of liquor or drugs or other intoxicants
 - c) Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - d) Directly or indirectly, caused by venereal disease, AIDS or insanity
 - e) Arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
 - f) Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports or any adventure sports, whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports whether being trained or under supervision of trained professionals or accompanied by skilled professionals.
- vi) Death due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all Kings, Princes and people of whatsoever nation, condition or quality.
- vii) Death due to accidental injury, directly or indirectly, caused by or contributed to by or arising from
 - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall

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- include any self-sustaining process of nuclear fission;
- b) Nuclear weapons material.
- viii) Insured/Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company
- ix) Any accident to an Insured/Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities: Air

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crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire-fighting, police, naval, military air force service or operations and any hazardous occupation.

SECTION V – TELEVISION AND SET TOP BOX

This section covers

- I. Loss or damage to the television apparatus described in the Schedule hereto whilst contained or fixed in the “Building” by: -
 - a) Fire, lightning, explosion of gas in domestic appliances
 - b) Earthquake (fire and/or shock)
 - c) Flood, inundation, typhoon, storm, tempest, hurricane, tornado and cyclone.
 - d) Bursting and overflowing of water tanks, apparatus or pipes
 - e) Aircraft or articles dropped there from
 - f) Riot, strike or malicious act
 - g) Mechanical or electrical breakdowns
 - h) Accidental external means.

The liability of the Company in respect of such loss or damage in any one period of insurance shall be limited to the Sum Insured specified in the Schedule hereto.

- II. Legal liability

To pay compensation and litigation expenses incurred by the Insured with the Company’s written consent in respect of Accidental Death of or bodily injury to any person other than a member of the Insured’s family or a person in the Insured’s service and or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured’s family or person in the Insured’s service arising out of accident happening through or in connection with the television set due to breakdown or defect in the Television Apparatus and the liability of the Company in respect of such compensation and litigation in any one period of insurance is limited to Rs.25,000/- only .

SPECIAL EXCLUSIONS APPLICABLE TO SECTION V

The Company shall not be liable in respect of loss or damage:

- i) Losses falling under the deductible limit of 5% of the Sum Insured subject to minimum of Rs. 2500/-
- ii) Caused by or arising out of or traceable to erection, repairing or dismantling of the Television Apparatus,
- iii) For which the manufacturer or supplier of the Television Apparatus is responsible,
- iv) Liability assumed by the Insured by agreement unless such liability could have attached to the Insured notwithstanding such agreement

SPECIAL CONDITIONS APPLICABLE TO SECTION V

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- i) Basis of Sum insured
 - a) Market Value Basis
- ii) Basis of Settlement:
 - a) Market Value

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It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

SECTION VI - AGRICULTURAL TRACTORS/POWER TILLERS/HARVESTERS

This Section covers agricultural tractors (including trailers) of the Insured

- a. Used only for agricultural purposes and
- b. Within the geographical area specified in the Schedule hereto

SECTION 6A - LOSS OF OR DAMAGE TO THE VEHICLE INSURED

- I. The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon:
 - a) by fire explosion self-ignition or lightning;
 - b) by burglary housebreaking or theft;
 - c) by riot and strike;
 - d) by earthquake (fire and shock damage);
 - e) by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
 - f) by accidental external means;
 - g) by malicious act;
 - h) by terrorist activity;
 - i) whilst in transit by road rail inland waterway lift elevator or air;
 - j) by landslide rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- a) For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags - 50%
- b) For fiber glass components - 30%
- c) For all parts made of glass - Nil
- d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

| AGE OF VEHICLE | % OF DEPRECIATION |
|--|-------------------|
| Not exceeding 6 months | Nil |
| Exceeding 6 months but not exceeding 1 year | 5% |
| Exceeding 1 year but not exceeding 2 years | 10% |
| Exceeding 2 years but not exceeding 3 years | 15% |
| Exceeding 3 years but not exceeding 4 years | 25% |
| Exceeding 4 years but not exceeding 5 years | 35% |
| Exceeding 5 years but not exceeding 10 years | 40% |
| Exceeding 10 years | 50% |


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- e) Rate of Depreciation for Painting: In the case of painting, the depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of total painting charges for the purpose of applying the depreciation.

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

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- a) Consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
- b) damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.
- c) any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs. 750/- for three wheeled vehicles, Rs. 1,500/- for taxis and Rs.2,500/- for other commercial vehicles in respect of any one accident.

The insured may authorise the repair of the vehicle necessitated by loss or damage for which the company may be liable under this Policy provided that: -

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

SUM INSURED – INSURED’S DECLARED VALUE (IDV)

The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed on the basis of the manufacturer’s listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

The Schedule Of Depreciation For Fixing IDV Of The Vehicle

| AGE OF THE VEHICLE | % OF DEPRECIATION FOR FIXING IDV |
|---|----------------------------------|
| Not exceeding 6 months | 5% |
| Exceeding 6 months but not exceeding 1 year | 15% |
| Exceeding 1 year but not exceeding 2 years | 20% |
| Exceeding 2 years but not exceeding 3 years | 30% |
| Exceeding 3 years but not exceeding 4 years | 40% |
| Exceeding 4 years but not exceeding 5 years | 50% |


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

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IDV will be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims

The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.


SECTION 6 B LIABILITY TO THIRD PARTIES

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
 - i. death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
 - ii. damage to property caused by the use (including the loading and/or unloading) of the vehicle.

PROVIDED ALWAYS THAT:

- a) The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
 - b) Except so far as is necessary to meet the requirement of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
 - c) Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
 - d) The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
 - e) The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
 - f) Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.
2. The Company will pay all costs and expenses incurred with its written consent.

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3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.

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4. The Company may at its own option
 - a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and
 - b. undertake the defence of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

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

SECTION 6 C - TOWING DISABLED VEHICLES

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

Provided always that

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

SECTION 6D – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

| Nature of injury | Scale of compensation |
|---|-----------------------|
| (i) Death | 100% |
| (ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye. | 100% |
| (iii) Loss of one limb or sight of one eye | 50% |
| (iv) Permanent total disablement from injuries other than named above. | 100% |




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Provided always that

1. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 15 lakh during any one period of insurance.
2. no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical

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defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a. the owner-driver is the registered owner of the vehicle insured herein;
- b. the owner-driver is the insured named in this policy.
- c. the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION VI

The Company shall not be liable under this policy in respect of




- i) any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area;
- ii) any claim arising out of any contractual liability;
- iii) any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - a. being used otherwise than in accordance with the 'Limitations as to Use' or
 - b. being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
- iv) any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- v) any 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 any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self sustaining process of nuclear fission.
- vi) any accidental loss damage or liability directly or indirectly caused by or contributed to by or

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- arising from nuclear weapons material.
- vii) any accidental loss damage/liability directly or indirectly or proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected

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with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section -I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

CONDITIONS

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear the same meaning wherever it may appear.



- 1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. 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 respect of any occurrence which may give rise to a claim under this policy. In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.
- 2) No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 3) At any time after the happening of any event giving rise to a claim under Section 6 B of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct
- 4) The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

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- 5) The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before

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the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

- 6) The Company may cancel the policy by sending seven days' notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
- 7) If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.
- 8) If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act,1996.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 9) The due observance and fulfillment of the terms 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 condition precedent to any liability of the Company to make any payment under this policy.
- 10) In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody

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and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a. Death certificate in respect of the insured
- b. Proof of title to the vehicle

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c. Original Policy

RULES APPLICABLE TO TANKERS CARRYING HAZARDOUS CHEMICALS

Rule 129- A- Spark arrester six month from the date of commencement of Central Motor Vehicles (Amendment) Rules 1993, every goods carriage carrying goods of dangerous or hazardous nature to human life, shall be fitted with a spark arrester.

Rule 131-Responsibility of the consignor for safe transport of dangerous or hazardous goods.

- (1) It shall be responsibility of the consignor intending to transport any dangerous or hazardous goods listed in Table II, to ensure the following, namely :-
 - a) the goods carriage has a valid registration to carry the said goods;
 - b) the vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident;
 - c) that transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - d) that the driver of the goods carriage is trained in handling the dangers posed during transport of such goods.
- (2) Every consignor shall supply to the owner of the goods carriage, full and adequate information about the dangerous or hazardous goods being transported as to enable owner and its driver to
 - (a) Comply with the requirements of rules 129 to 137 (both inclusive) of these rules and
 - (b) be aware of the risks created by such goods to health or safety or any person;
- (3) It shall be the duty of the consignor to ensure that the information is accurate and sufficient for the purpose of complying with the provisions of rules 129 to 137 (both inclusive) of these rules.

Rule 132- Responsibility of the Transporter or owner of goods carriage.

- 1) It shall be the responsibility of the owner of the goods carriage transporting any dangerous or hazardous goods ensure the following, namely:-
 - a) that the goods carriage has a valid registration to carry the said goods and the said carriage is safe for the transport of the said goods and
 - b) the vehicle is equipped with necessary first-aid, safety equipment, tool box and antidotes as may be necessary to contain any accident.
- 2) Every owner of a goods carriage shall, before undertaking the transportation of dangerous or hazardous goods in his goods carriage, satisfy himself that the information given by the consignor is full and accurate in all respects and correspond to the classification of such goods specified in rule 137.
- 3) The owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing as given in goods entrusted to him for transport and satisfy himself that such driver has sufficient understanding of the nature of such goods and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- 4) The owner of the goods carriage dangerous or hazardous goods and the consignor of such goods shall lay




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down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.

- 5) it shall be the duty of the owner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license as per provisions of rule 9 of these rules.
- 6) Notwithstanding anything contained in rules 131 and 132, it shall be sufficient compliance of the provisions of these rules if the consignor transporting dangerous or hazardous goods and the owner of the goods

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carriage or the transporter abide by these conditions within six month after the date of coming into force of the Central Motor Vehicles (Amendment) Rules,1993.

Rule 133- Responsibility of the driver

- 1) The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing under sub-rule(3) of rule 132 is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- 2) Every driver of a goods carriage transporting any dangerous or hazardous goods shall observe at all times all the directions necessary for preventing fire, explosion or escape of dangerous or hazardous goods carried by him while the goods carriage is in motion and when it is not being driven he shall ensure that the goods carriage is parked in a place which is safe from fire, explosion and any other risk, and at all times the vehicle remains under the control and supervision of the driver or some other competent person above the age of 18 years.

Sub-rule(1) of rule 9 of the principal rules :



- 1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993 any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving license to drive a transport vehicle also have the ability to read and write at least one Indian Language out of those specified in the VII schedule of the Constitution and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods.

| | |
|--------------------|---|
| Period of training | 3 days |
| Place of training | At any institute recognized by the State Syllabus |

A) Defensive driving

| | |
|---------------------------|--------------------------|
| Questionnaire | Duration of training for |
| Cause of accidents | A & B - 1st and 2nd day. |
| Accidents statistics | |
| Driver's personal fitness | |
| Car condition | |
| Breaking distance | |
| Highway driving | |
| Road/Pedestrian crossing | |

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Railway crossing
Adapting to weather
Head on collision
Rear end collision
Night driving

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Films and discussion

B) Advanced driving skills and training

(i) Discussion

Before starting -check list
 -outside/below/near vehicle
 -product side
 -inside vehicle

During driving -correct speed/gear
 -signaling
 -lane control
 -overtaking/giving side
 -speed limit/safe distance
 -driving on slopes

Before Stopping -safe stopping place,
 -signaling, road width,
 -condition.



After stopping -preventing vehicle movement
 -wheel locks
 -Vehicle attendance

Night driving

ii) Field test/training -1 driver at a time.

C) Product safety

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UN panel

-UN classification Duration of training
-Hazchem code for C)-3rd day
-Toxicity, Flammability, other definitions.

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| | |
|---------------------|---|
| Product Information | -TREMCARDS -CISMSDS -importance of temperature pressure, level. -Explosive limits -Knowledge about equipment |
| Emergency procedure | -Communication -Spillage handling -Use of FEE -Fire fighting -First aid -Toxic release control -protection of wells, rivers, lakes, etc. - Use of protective equipment -knowledge about valves etc. |

SECTION VII: AGRICULTURAL PUMP SET

This section covers:

Loss or damage occasioned to Agricultural Pump Set(whether electrical or diesel) and the associated pipelines **excluding underground pipeline** subject to a limit of Rs.25,000/- if caused by:

- a. Fire and /or lightning
- b. Mechanical/Electrical Breakdown.
- c. Riot, Strike, Malicious damage.
- d. Earthquake
- e. Storm, Typhoon, Hurricane , Flood, Inundation

If the Company accepts a claim then it will, subject to the Sum Insured, also pay the reasonable cost incurred by the Insured for dismantling and erecting the Pump Set including the cost of transportation to the closest repairer, wherever applicable

SPECIAL EXCLUSIONS APPLICABLE TO SECTION VII

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Unless specifically stated to be covered, the Company has no liability and will not make any payment under this Policy for any claim caused by or arising from any of the following –

- i) loss or damage for which the manufacturer or supplier of the Pump Set is responsible;

- ii) loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
- iii) any maintenance costs for the Pump Set or any replacement parts which are consumable in nature;
- iv) The cost of rectifying functional failures unless due to an insured event covered under this Policy.
- v) The Insured's:
 - a. consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b. legal liability;
 - c. any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
- vi) Any fault or defect existing at the commencement date of this insurance. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
- vii) Liability more specifically insured elsewhere;
- viii) Any claim in which the Insured, his servants, family, household or persons engaged in or upon the service of the Insured are involved or are alleged to be involved;
- ix) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- x) War (whether war be declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or loss of or damage to property by or under the order of any government or public authority;
- xi) Pollution or contamination by solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, radioactive and/or nuclear material, chemical or waste materials (including but not limited to any materials to be recycled, reconditioned or reclaimed) or otherwise of atmosphere, water, soil or other tangible material property;
- xii) Loss or damage caused by terrorism
- xiii) Any loss to attached pipeline due to insured's cart or miscellaneous vehicle driven on pipeline.

Special Conditions:

1. In event of claim, the Insured shall preserve the damaged or defective parts and make the same available for inspection by the Company or its representatives.
2. In calculating a claim payment, for repair claim maximum rewinding charges payable would be 15% of Sum Insured or actuals whichever is lower subject to deduction of salvage value of burnt copper and applicable excess.

Deductible: 5% of Sum Insured subject to minimum of Rs.2500/-

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SPECIAL CONDITIONS APPLICABLE TO SECTION VII

- i) Basis of Sum insured
 - a) Market Value Basis
- ii) Basis of Settlement:
 - a) Market Value

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It is the actual cost of the property lost or damaged at the time of loss (excluding profit of any kind) taking into consideration the wear and tear and depreciation for usage.

SECTION VIII: PEDAL CYCLE

This section covers:

- i) the loss of or damage to a Pedal Cycle **subject to limit of Rs.5,000/-** belonging to the Insured or any member of the Insured's Family caused by Accident, theft or the malicious act of a third party, and
- ii) any sum that the Insured is held liable to pay as Damages to a third party (excluding any members of the Insured's Family, household or persons engaged in or upon the service of the Insured) for Accidental Bodily Injury, death or property damage sustained during the Policy Period and arising out of or in connection with the use of the Pedal Cycle subject to limit of Rs.10,000/-

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION VIII

The Company has no liability for and will not make any payment under this Cover for loss or damage:

- i) caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
- ii) caused or liability sustained by mechanical breakdown or overloading or strain;
- iii) to accessories by theft unless the Pedal Cycle itself is stolen at the same time;
- iv) caused by or arising from any failure to secure the Pedal Cycle when left unattended

C. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

Exclusions applicable to each section will have precedence over general exclusions mentioned below:

The Company shall not be liable in respect of


- i) Loss or damage caused by depreciation or wear and tear.
- ii) Consequential Loss of any kind of description.
- iii) Loss, damage, liability or expenses, whether directly or indirectly occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection therewith
- iv) a Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
b This insurance does not cover loss or damage directly or indirectly caused by arising from or in

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consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this condition 4(b) only, combustion shall include any self-sustaining process of nuclear fission.

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D. GENERAL CONDITIONS

Conditions applicable to all Sections of the Policy- Special conditions applicable for each section, will have precedence over general conditions mentioned below:

CONDITIONS PRECEDENT TO THE CONTRACT:

- Duty of Disclosure:** The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis -description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent` means or device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.
- Observance of terms and conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- No Constructive Notice:** Any knowledge or information of any circumstances or condition in connection with the Insured / Insured Person, in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the company notwithstanding subsequent acceptance of the premium.
- Electronic Transaction:** The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof)or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests,2017
- Observance of conditions:** The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

CONDITIONS APPLICABLE DURING THE CONTRACT:

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General Insurance Co. Ltd. under license / IRDAI Registration Number 144 / Product Name: Gramin Samridhhi Bima / UIN: IRDAN144RP0001V01202021 /
IRDAI Reg.No.144

1. **Reasonable Care:** The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim. The Insured shall comply with all statutory and other regulations. The Insured shall observe all manufacturers' instructions concerning:

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The inspection of machinery, plant, equipment and apparatus, The safety of persons or property.

2. **Material Change:** The Insured shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly. All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.
3. **Notice of Charge:** The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the Insured or his legal representatives of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured or his legal representatives shall in all cases be a full, valid and effectual discharge to the Company.
4. **Special Provisions:** Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
5. **Overriding effect:** The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.
6. **Cancellation / Termination:**

Cancellation by Us:

The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud, non disclosure of material fact or non co-operation of the insured, by giving 15 days notice in writing by Registered Post. Notice will be sent to the Insured at his / their last known address. The Company shall not be liable to repay the premium for the unexpired term from the date of the cancellation.

Cancellation initiated by the Insurer on any other occasion shall be on pro- rata basis.

Cancellation by Insured:



The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain relevant premium as per the scale given below.

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IRDAI Reg No.144

| Period of Insurance | % of Annual Premium Retention |
|----------------------|-------------------------------|
| Up to one month | 25% of annual rate |
| Up to three months | 50%of annual rate |
| Up to six months | 75% of annual rate |
| Exceeding six months | 100% of annual rate |

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7. **Notices:** Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post or facsimile to
- In case of the Insured/Insured Person, at the address given in the Schedule hereto.
 - In case of the Company, to the Policy issuing office/nearest office of the Company.

Notice and instruction will be deemed served 7 days after posting or immediately on receipt in the case of hand delivery, facsimile or e-mail.

8. **Customer Service:** If at any time the Insured / Insured Person requires any clarification or assistance, the Insured/ Insured Person may contact the Policy issuing office or any other office of the Company.

CONDITIONS FOR RENEWAL OF THE CONTRACT:

- Renewal Notice:** The Company shall be bound to neither accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.
- Withdrawal of Product:** There is a possibility of withdrawal of this cover at any time in future, with appropriate approval from IRDA, as We reserve Our right to so with a intimation of 3 months to all the existing insured members. In such an event of withdrawal of this cover, at the time of Your seeking renewal of this cover, You can choose, among Our available similar and closely similar products. Upon Your so choosing Our new product, You will be charged the Premium as per Our Underwriting Policy for such chosen new product, as approved by IRDA. Provided however, if You do not respond to Our intimation regarding the withdrawal of the cover/ product under which this Policy is issued, then this cover shall be withdrawn and shall not be available to You for renewal on the renewal date and accordingly upon Your seeking renewal of this Policy, You shall have to take a Policy under available new products of Us subject to Your paying the Premium as per Our Underwriting Policy for such available new product chosen by You.
- Revision/ Modification of the Policy** There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect.

CONDITIONS WHEN A CLAIM ARISES:

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1. **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. Every item, if more than one, of the policy shall be separately subject to this condition. Does not apply to Section IV.

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4. **Contribution:** If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage. Does not apply to Section IV.
5. **Fraudulent Claims:** If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 4 of this Policy.
6. **Indemnity:** Every letter claim writ summons and/or process shall be forwarded to the Company immediately on receipt by the Insured. Notices shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending Prosecution, Inquest Prosecution, Inquest Fatal injury in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act, which may be, the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender. No admission offer promise or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured/Insured Person for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
7. **Duty of the Insured on occurrence of loss:** On the occurrence of loss within the scope of cover under this Policy, the Insured / Insured Person shall:
 - a) Give written notice with full particulars to the Company immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.
 - b) Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based.
 - c) In the event of death, to make a post-mortem examination of the body of the Insured/Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
 - d) In the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable.
 - e) Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company
 - f) Allow the Medical Practitioner or other agent of the Company to inspect the medical and

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hospitalisation records and to examine the Insured/Insured Person.

- g) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

In case the Insured /Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

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8. **Subrogation:** In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured's/Insured Person's rights or recovery thereof against any person or organization and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy 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 and required by the Company, before or after indemnification, in enforcing or endorsing any rights or remedies or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.
9. **Forfeiture of claims:** If any claim is made and rejected and no court action or suit commenced within 12 months after such rejection or, in case of arbitration taking place as provided herein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited
10. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendments or changes to the Act.
- It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
11. **Policy Disputes:** The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. All matters arising hereunder shall be determined in accordance with the law and practice of such court in India

12. Claims Procedure:

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured/Insured Person shall undertake the following:

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Claim Intimation

The claim has to be intimated to the Company's Call centre -----

- Call us on our Toll Free for any queries that you may have @ 1800221111, 18001021111
- Email your queries to. customer.care@sbigeneral.in

The following information should be furnished by the Insured/Insured Person while intimating a claim:

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- 1) Policy Number,
- 2) Location, Date and Time of accident,
- 3) Nature and cause of loss,
- 4) Whether Police authorities have been informed
- 5) Insured/Insured Person's contact numbers.

The documents required to be submitted in the event of a claim are :

- 1) Duly completed Claim form
- 2) Fire Brigade Report (in case of loss or damage by Fire)
- 3) First Information report & Non-traceable certificate (incase of theft and burglary)
- 4) Meteorological report (incase of loss or damage by Flood, Storm etc)
- 5) Estimate for repairs/replacement
- 6) Invoice/ Bills/Receipts
- 7) F.R. where ever applicable.
- 8) Any other documents as required by the insurer

Note: Above mentioned are only the indicative documents.

GRIEVANCES:

If You/Insured Person may have a grievance that requires to be redressed, You/Insured Person may contact Us with the details of the grievance through:

Level 1

Call us on our Toll Free for any queries that you may have @ 1800221111, 18001021111

Email your queries to customer.care@sbigeneral.in

Visit our website www.sbigeneral.in to register for your queries

Please walk in to any of our branch office or corporate office during business hours

You may also fax us your queries at _1800227244, 18001027244

Level 2

If you still are not happy about the resolution provided then you may please write to our head.customercare@sbigeneral.in

SBI General Insurance Company Limited



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Level 3

If you are dissatisfied with the resolution provided in the Steps as indicated above on your Complaint, you may send your 'Appeal' addressed to the Chairman of the Grievance Redressal Committee. The Committee will look into the appeal and decide the same expeditiously on merits.

You can write to Head – Compliance, Legal & CS on the id - gro@sbigeneral.in

SBI General Insurance Company Limited

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Level 4

If your issue remains unresolved you may approach IRDA by calling on the Toll Free no. 155255 or you can register an online complaint on the website <http://igms.irda.gov.in>

Senior Citizens: Senior Citizens can also write to seniorcitizengrievances@sbigeneral.in

If You/ Insured Person are not satisfied with Our redressal of grievance through one of the above methods, You/ Insured Person may approach the nearest Insurance Ombudsman for resolution of the grievance.

LIST OF OMBUDSMEN OFFICES

| Office Details | Jurisdiction of Office |
|--|---|
| AHMEDABAD - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu. |
| BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in | Karnataka. |

SBI General Insurance Company Limited

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| BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in | Madhya Pradesh Chattisgarh. |
| BHUBANESHWAR - Shri/Smt..... Office of the Insurance Ombudsman, | Orissa. |

SBI General Insurance Company Limited

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IRDAI Reg No.144

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| 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in | |
| CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. |
| CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). |
| DELHI - Shri/Smt..... Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in | Delhi. |

SBI General Insurance Company Limited



Corporate & Registered Office:  'Natraj', 301, Junction of Western Express Highway & Andheri - Kurla Road, Andheri (E), Mumbai - 400 069 /
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| GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. |
| HYDERABAD - Shri I. Suresh Babu | Andhra Pradesh, |

SBI General Insurance Company Limited

Corporate & Registered Office:  'Natraj', 301, Junction of Western Express Highway & Andheri - Kurla Road, Andheri (E), Mumbai - 400 069 /
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| Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in | Telangana, Yanam and part of Territory of Pondicherry. |
| JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaiur@ecoi.co.in | Rajasthan. |
| ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in | Kerala, Lakshadweep, Mahe-a part of Pondicherry. |
| KOLKATA - Shri/Smt..... Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in | West Bengal, Sikkim, Andaman & Nicobar Islands. |

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LUCKNOW -Shri/Smt.....

Office of the Insurance Ombudsman,
6th Floor, Jeevan Bhawan, Phase-II,
Nawal Kishore Road, Hazratganj,
Lucknow - 226 001.

Districts of Uttar Pradesh :

Laitpur, Jhansi, Mahoba, Hamirpur, Banda,
Chitrakoot, Allahabad, Mirzapur,
Sonbhadra, Fatehpur, Pratapgarh,
Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur,
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| Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in | Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| NOIDA - Shri/Smt..... Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| PATNA - Shri/Smt..... Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in | Bihar, Jharkhand. |

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| <p>PUNE - Shri/Smt..... Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.</p> | <p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p> |
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Tel.: 020-41312555

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The updated details of Insurance Ombudsman are available on the IRDA website: www.irda.gov.in and on the website of General Insurance Council: www.gicouncil.in

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CLAUSES

AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed:-

That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

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 manner 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.




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 rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

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That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

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It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

REINSTATEMENT VALUE POLICIES


Reinstatement value insurance may be granted on Buildings, Machinery Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

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Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.

If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such

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property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

This Memorandum shall be without force or effect if

the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

(b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

LOCAL AUTHORITIES CLAUSE

Reinstatement Value Policy may be extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority by incorporating the following clause in the policy.

"The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1) The amount recoverable under this extension shall not include:

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,




i. in respect of destruction or damage occurring prior to the granting of this extension,

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- ii. in respect of destruction or damage not insured by the policy,
- iii. under which notice has been served upon the insured prior to the happening of the destruction of damage,

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- iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
 - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
- 2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- 3) If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
- 4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- 5) All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
- 6) No additional premium shall be charged for inclusion of this clause in this policy.

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