

**KISAN PUMPSHIELD**  
**(Agriculture Pumpset Insurance)**

The Insured named in the Schedule has made to Royal Sundaram General Insurance Co. Limited (herein after called the “company”) a proposal for Insurance of pumpset herein after contained and has paid the premium as consideration for such Insurance in respect of accident or damage occurring during the period of Insurance stated in the Schedule

Now this Policy witnesses that subject to the Terms, Conditions and Exceptions contained herein or endorsed hereon, the company indemnify the insured against unforeseen and sudden physical loss and or damage of any Pumping Set including starters, switches specified in the scheduled, caused by and/or solely due to any of the perils mentioned hereunder

- 1) Fire and or lightning.
- 2) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- 3) Theft/burglary
- 4) Mechanical/Electrical breakdown
- 5) Riot, Strikes, Malicious damage.
- 6) Earthquake

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

**PROVISIONS**

**1. Sum Insured:**

It is a requirement of this Insurance that the Sum Insured shall be equal to the cost of replacement of the Insured property by new property of the same kind and same capacity.

**2. Basis of Indemnity:**

In case where damage to an Insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability. If the cost of repair exceed the actual value of the Pumping Set

insured immediately before the occurrence of the damage the settlement shall be made on the basis of total loss.

In case of total loss, claims will be paid subject to depreciation @ 5% per year. Maximum depreciation would be 50% of erected value

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

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

Deductible franchise:

1% of the sum insured subject to minimum of Rs 100/- is to be first borne by the Insured out of each and every claim.

Salvage:

Salvage value will be deducted from the claim amount payable. In the event of a breakdown claim necessitating rewinding of copper the salvage value will be arrived by applying the market rate on the weight of the materials salvaged.

### **3. Theft and Burglary endorsement.**

The company will pay for loss of pumpset by theft, following upon an actual forcible and violent entry of the premises by the person or persons committing such theft, to the extent of the intrinsic value of the property so lost (subject to depreciation) and shall in no case exceed the sum insured stated in the schedule

The company will pay for loss due to theft or burglary of the pumpset kept in open provided it is properly secured and connected with the suction and delivery system and taken away by fraudulent means without the knowledge and consent of the insured. It is the responsibility of the insured to prove the happening of such loss.

This cover shall cease to attach if the premise/site shall have been left uninhabited by day and night, for 7 or more consecutive days

### **4. Mortgage Clause**

It is hereby declared and agreed:-

That upon any money becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any money so paid as may relate to

the interest of other parties Insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the company therefor and shall be binding on all the parties insured hereunder. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made 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 the Policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair the right of the Bank to recover the full amount of any claim if may have on other parties Insured hereunder

N.B: The Bank shall mean the Financial Institution named in the Policy schedule

#### **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of

1. Loss or damage and/or liability directly or indirectly caused by or arising from or in consequence of
  - a) War and allied perils.
  - b) Ionizing radiation, radioactivity or nuclear weapons or materials
2. Normal wear and tear, gradual deterioration due to atmospheric condition or otherwise.
3. Loss or damage caused by or arising out of the willful gross negligence of the Insured or his representatives.
4. Loss, damage and/or liability due to faults existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives regardless of whether such faults or defects were known to the Company or not.
5. Loss or damage for which the manufacturer or supplier of the property is responsible either by law or under contracts.

6. The cost of dismantling, the cost of transport to the repair shop and back to the Insured's premises and the cost of re-erection arising out of any damages to the pumping set.
7. Loss or damage where any inmate or member of the insured's household or his employee or any other persons, lawfully in the premises/site is concerned in the actual theft of or damage to the pumpset.
8. Theft of individual parts of the pumping set.

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

#### **CONDITIONS**

1. (a) The Company shall at all reasonable times have the right to inspect and examine any property Insured hereunder.  
(b) No material alteration shall be made or admitted by the Insured where by the risk of damage is increased unless the continuance of the Insurance is confirmed by memorandum signed by or on behalf of the Company.
2. In the event of any occurrence which might give rise to a claim under this Policy the insured shall
  - (a) Immediately notify the Issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
  - (b) Take all reasonable steps within his powers to minimize the extent of the loss or damage or liability.
  - (c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
  - (d) Furnish all such information and documentary evidences as the Company may require.

The Company shall not be liable for any loss or damage for which the Company has not received any notice of the claim within 14 days of its occurrences.

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

3. (a) If the proposal or declaration of the Insured is not true in any material respect, if any claim made be fraudulent or substantially exaggerated or if any false declaration or statement be made in support thereof then this Policy shall be void and the Company shall not be liable to make any payment hereunder  
(b) In the event of the Company disclaiming liability in respect of any claim if an action or suit be not commenced within twelve months after such disclaimer all benefits under this Policy in respect of such claim be forfeited.
4. If at the time any claim arises under this Policy there is any other Insurance covering the same loss or damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of such loss damage or liability.
5. The Insurance granted by this Policy shall cease to attach to any item described in the Schedule the Interest in which shall pass from the Insured otherwise than by Will or Operation of law, unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement thereon.
6. The Insured shall at the expense of Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies or of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Company shall be or would become entitled to or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
7. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will

return to the Insured the premium paid less the pro rate 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 and (provided no claim has arisen during the current period of Insurance) 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.

8. 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 to 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 arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if 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.

9. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability of the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law or pending reference before ombudsman, then the claims shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. The due observance and fulfillment of the forms, provisions, conditions and endorsement of this Policy in so far as they relate to anything to be done compiled

with by the Insured and the truth of the statement and answers to the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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#### WHAT IF I EVER NEED TO COMPLAIN?

We hope, of course, that you will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, we want to know straight away, so we can put them right as quickly as possible, and take steps to make sure they don't happen again.

In all instances, call our Customer Services at our Chennai office at 1860 425 0000 or e-mail at [customer.services@royalsundaram.in](mailto:customer.services@royalsundaram.in) or write us to Royal Sundaram General Insurance Co. Limited. 'Vishranthi Melaram Towers', No.2/319 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097