

PRADHAN MANTRI FASAL BIMA YOJANA

PREAMBLE

WHEREAS the Insured named in the Schedule has applied to Royal Sundaram General Insurance Co. Limited. (hereinafter called “the Company”) for the insurance herein contained, the Company agrees to indemnify the loss, if any, incurred by the Insured subject to:

- a) Any proposal or other information supplied by Insured or by Banks/Governmental agencies, for and on behalf of the Insured.
- b) disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks insured hereby, and
- c) forming the basis of this insurance, and the Insured or Banks/Governmental agencies having paid on behalf of the Insured and the Company having received the premium on or before the due date thereof to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in the Schedule, this Policy Terms and Conditions or as contained in any endorsement that may be issued.

1. Definitions

“Actual Yield” (AY) means yield per hectare of the insured Crop calculated on the basis of requisite number of Crop Cutting Experiments (CCEs) in the insured season for defined area and within policy period under Policy.

“Bank” means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

“Company” means the Royal Sundaram General Insurance Co. Limited.

“Crop” means the variety of seed and/ or plants the Insured cultivates as mentioned in the Policy Schedule.

“Crop Cutting Experiments” (CCE) means Crop experiments which consist of identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, threshing the produce and recording of the harvested produce for determining the percentage recovery of dry grains or the marketable form of the produce.

“Cropping Plan” means a detailed statement forming part of this policy showing the insurance cover selected by the Insured , the field number or name, the Crop and variety planted, the respective area planted, the sowing date, the emergence date, the average yield per hectare, the value per ton of harvested Crop and the Sum Insured of this crop.

“Deductible” The Insured shall first bear an agreed percentage of the value at risk at the time of loss at the insured location as specified in the schedule on each and every loss caused by any insured peril and the Company shall only be liable for any amount in excess of the said loss amount.

“Defined Area or Unit area of insurance” means specified area for the Notified Crop under the policy.

“Endorsement” means any alteration made to the policy which has been agreed to by the company in writing.

“Exclusion” means the damages/perils/properties/contingencies which are not covered under the policy and the company has no liability in the event of loss occurrence.

“Financial Institution” shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

“Harvesting” means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm.

“Insured” means person(s)/ entity (ies) whose name specifically appears as such in Policy Schedule.

“Insured Area” means the area under cultivation which is covered under the Policy and notified by State Government.

“Loanee Farmers” are those Farmers for whom agricultural loans have been sanctioned or disbursed by Bank / Financial Institutions.

“Level of Indemnity” means the percentage of indemnity as specified in the Policy Schedule.

“Notified Crop” is the Crop which is selected for the insured season in the defined area by the insurer or selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Policy Schedule.

“Notional Threshold Yield” means the threshold yield (TY) or guaranteed yield for a Crop shall be the average yield multiplied by level of indemnity. Average yield will be calculated on the basis of the data for the preceding 7 years excluding the year(s) in which a natural calamity such as drought, floods etc. may have been declared by the concerned Government/Authority. However; it may be ensured that at least 5 years yield data is available for calculating the threshold yield.

“Policy” means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.

“Policyholder” means the person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premium (s).

“Policy Period” shall mean the period commencing from the Policy Start Date and time and ending on Policy End Date and time as specifically appearing in the Policy Schedule.

“Proposal” means any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“Schedule” means the schedule, and any annexure to it, attached to and forming part of this policy.

“SLCCCI” means State Level Coordination Committee on Crop Insurance as per Pradhan Mantri Fasal Bima Yojana.

“Sum Insured” means the amount as stated in Part I of the Policy Schedule which shall represent the Company’s maximum liability for any and all claims incurred under the Policy.

“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 organization(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.

“Theft” means the act of stealing, specifically, the felonious taking and removing of property, with intent to deprive the rightful owner of the same and includes larceny.

“Threshold Yield” means the expected yield for a Crop cultivated on the Defined Area. It is calculated as the average yield of past seven years (excluding a maximum of two calamity year(s) as notified by State Government/ UT) multiplied by applicable indemnity level for that crop.

2. SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to indemnify the Insured person for crop loss to the insured crop due to the occurrence of the following risks during the period of Insurance.

a) Prevented Sowing/ Planting Risk:

Loss caused to the Insured if the Insured area is prevented from sowing/planting due to deficit rainfall or adverse seasonal conditions subject to the following conditions

1. Crops in More than 75% of the area sown in a Insurance Unit are affected at an early stage leading to total loss of crop or the farmer not in a position to either sow or transplant the crop
2. The Company has been informed about the issuance of the notification of the scheme and details of Insurance coverage from Banks before the commencement of normal sowing process.
3. The provision is invoked by the State Government through notification based on proxy indicators like Rainfall data, other weather data, satellite imagery and crop condition reports by District level state Government official, media reports and area sown data released by state Government. The state Government would notify crop wise and agro – climatic zone or district wise cut off dates by which this provision could be invoked.
4. Only those farmers would be eligible for financial support under this cover who have paid the premium/the premium has been debited by the Bank to the Insured’s account and received by the Company of such Premium on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular Crop and season.
5. The cover is available to Major Crops only

- b) Standing Crop (Sowing to Harvesting):** Cover for loss of Yield due to non-preventable risks namely Drought, Dry spells, Flood, Inundation , pests and diseases , landslides, natural fire and lightening, storm, hailstorm, cyclone, Typhoon, tempest, hurricane and tornado. Only those farmers who have paid the premium /the premium has been debited by the Bank to the Insured's account and received by the Company on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular Crop and season would be eligible for coverage.
- c) Post-Harvest Losses:** Assessment of Yield loss on Individual plot basis caused to Crops in case of occurrence of cyclone, cyclonic rains and unseasonal rains in Insurance Unit resulting in damage to harvested crop lying in the field in "cut and spread" condition upto a maximum of 14 days from harvesting for the sole purpose of drying.
- d) Localized Calamities:** Loss or damage to notified crops resulting from occurrence of identified localized risks of Hailstorm, Landslide, and Inundation affecting part of a notified unit or isolated farms in the notified unit provided
- 1) the maximum liability is limited to proportionate Sum Insured of damaged Crop's area based on the proportion of cost of inputs incurred during the sowing period to the sum Insured.
 - 2) Only those farmers who have paid the premium /the premium has been debited by the Bank to the Insured's account before occurrence of the insured peril, and received by the Company on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular Crop and season would be eligible for coverage under the Policy.
- 3. OPTION TO CHANGE CROP NAME**
- 1) The Insured Covered on Voluntarily basis can avail of the insurance cover before actual sowing/planting based on advance Crop planning
 - 2) For any reason if the insured changes the Crop planned earlier, he should intimate the change to the Company atleast 30 days before the cutoff date for buying insurance or sowing through financial institution /channel partner /insurance intermediary /directly as the case may be with difference of premium payable, if any, accompanied sowing certificate issued by concerned village /sub district level official of the state. Excess premium if any will be refunded by the company
 - 3) Loanee farmers can also change the name of the Insured Crop from the original Crops submitted in the loan application but such changes should be submitted in writing to the concerned bank branch well in advance so that the proposed Crops are insured .
 - 4) Changes from non-notified Crops to notified Crops without submitting the sowing certificate is not permissible

4. EXCLUSIONS

The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred arising out of damage or loss to insured Crop arising from:

1. The burning of the crop by order of any public authority or subterranean fire.
2. Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors.
3. Malicious, wilful act or gross negligence of the Insured or any of his representative(s) or employee(s).
4. Any peril not specifically covered under the Policy.
5. Consequential loss whether or not caused by an insured peril.
6. Other preventable risks.
7. Theft / clandestine sale of the Insured Crop
8. Intentional destruction of the Insured Crop
9. Poor crop stand due to either defective seed / sampling
10. Action of birds and animals
11. Loss occurring prior to the policy period.
12. 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.
13. Any crop which has been harvested prior to inspection by our loss assessor or without the consent of the company upon happening of a claim.
14. Any damage to harvested Crops other than specifically mentioned in the policy schedule.
15. Any damage to crop whilst in transit.
16. Any loss to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to or arising from Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
17. Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds or any consequences thereof.
18. Loss occurring due to industrial pollution and / or toxic waste.
19. This insurance does not cover losses caused by earthquake, earth sinking, earth rising and/or volcanic activity.

5. BASIS OF SUM INSURED

1. Sum Insured per hectare for both loanee and non-loanee farmers will be same and equal to the Scale of Finance as decided by the District Level Technical Committee, and would be

pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable. Sum Insured for individual farmer is equal to the Scale of Finance per hectare multiplied by area of the notified crop proposed by the farmer for insurance. 'Area under cultivation' shall always be expressed in 'hectare'.

2. Sum insured for irrigated and un-irrigated areas may be separate.

6. BASIS OF ASSESSMENT OF CLAIMS:

Insofar as it relates to loss or damage to the Crop Cultivated as specified in the Policy Schedule to the Policy, with regard to which the Insured shall make a claim under this Policy, the basis upon which the Company shall assess the claim shall be as follows:

- A. Widespread Calamities** – If the “Actual Yield” per hectare of the insured crop for the defined area (on the basis of requisite number of crop cutting experiments) in the insured season, falls short of the specified “Threshold Yield”, all the insured farmers growing that crop in the defined area are deemed to have suffered shortfall in their yield. The claims will be settled on the “Area Approach” i.e. defined areas for each notified crop for widespread calamities

In the event that, for the defined area and during the time period specified in the Policy Schedule to this Policy, Loss or damage to the insured Crop from the insured perils, the benefit payable to the Insured shall be the shortfall in yield and calculated as per the following formula

$$\text{Indemnity} = \frac{\text{Shortfall in Yield}}{\text{Threshold Yield}} \times \text{Sum Insured}$$

- Shortfall in Yield = 'Threshold Yield — Actual Yield' for the Defined Area

- B. On Account Payment of Claims due to Mid-Season Adversity:** In case of adverse seasonal conditions during crop season, claim amount up to 25 percent of likely claims would be released in advance subject to adjustment against the claims assessed on yield basis. The on account payment will be considered only if the expected yield during the season is less than 50 percent of average yield. The criteria for deciding on account payment of claims shall be based on proxy indicators such as weather, agro-meteorological data / satellite imagery/acreage damaged or such other indicators to be decided by the Government, and will be implemented in States and for crops for which such proxy indicators can be established.
- C. Prevented/Failed Sowing and Prevented Planting/Germination Claims:** It is proposed to provide insurance cover to farmers in case of widespread incidence of eligible risks affecting crops in more than 75% of area sown in a notified unit at early stage leading to total loss of crop or the farmers are not in a position to either sow or transplant the crop. The precondition for this cover is issuance of notification of the scheme before commencement of normal sowing process and details of insurance coverage from banks should have been advised to Insurance Company.
- D. Post-Harvest Losses:** It is proposed to provide for assessment of yield loss on individual plot basis in case of occurrence of cyclone, cyclonic rains and unseasonal rains throughout the

country resulting in damage to harvested crop lying in the field in 'cut and spread' condition up to maximum period of two weeks (14 days) from harvesting for sole purpose of drying.

- E. Localized Risk –** In case of localized risks, viz hailstorm, landslide, the claims will be assessed on individual basis. The cost of inputs incurred till the occurrence of the event and the expected loss in final yield due to the peril would form the basis for loss assessment. Settlement of such claims would be done in consultation or as per agreement or mandate from the government authorities.

7. CLAIM PROCEDURE:

A. Wide Spread Calamities

Once the state/UT Govt furnish actual yield data on the basis of crop cutting experiment, the company would work out the claims payable amount on the basis of terms and conditions of the policy. The company would settle the claim directly to the insured or the concerned financial institution/ Bank as per the policy conditions.

CCEs shall be undertaken per unit area of insurance per crop, on a sliding scale, as indicated below:

Sl.No.	Level of Insurance Unit of CCE's	Minimum sample size
1	District	24
2	Taluka/ Tehsil/ Block	16
3	Mandal/ Phirka/ Revenue Circle/ Hobli or any other equivalent unit	10
4	Village / Village Panchayat	4 for major crops and 8 for other crops

The insured would not need to lodge any claim for such calamities.

B. On Account Payment of Claims due to Mid-Season Adversity:

It is proposed to provide immediate relief to insured farmers in case of adverse seasonal conditions during the crop season viz. floods, prolonged dry spells, severe drought etc., wherein expected yield during the season is likely to be less than 50% of Threshold yield.

a) Eligibility Criteria:

- i. All notified Insurance Units would be eligible for "ON ACCOUNT" payment only if the expected Yield of the affected crop during the season is less than 50% of threshold yield.
- ii. The provision is invoked by the State Government through damage notification based on the proxy Indicators.
- iii. The provision could be invoked for a specific crop or group of crops in Notified Insurance Unit, depending on fulfilment of laid down conditions.

iv. Insurance company may decide the quantum of likely losses and the amount of 'on-account' payment based on the joint survey of Insurance Company and state government officials.

v. Only those farmers would be eligible for financial support under this cover who has paid the premium / the premium has been debited from their account before the damage notification by the state government invoking this provision for compensation.

vi. Maximum amount payable would be 25% of the likely claims, subject to adjustment against final claims.

vii. If adversity occurs within 15 days before the normal harvest time, this provision will not be invoked.

b) Proxy-Indicators: Indicators to be used for loss intimation could be rainfall data, other weather data, satellite imagery and crop condition reports by district level state government officials, supported by media reports. The State's notification should also spell out all the necessary details in this regard.

c) Loss assessment procedure:

i. Joint committee of State Government and the insurer for assessment of crop damage, has to be formed and notified before start of the crop season by the SLCCCI for each district.

ii. This Joint Committee shall decide the eligibility for on-account payment based on the weather data (available AWS notified by the Government) /long term average rainfall data/satellite imagery supported by estimated yield losses at notified Insurance unit level. Loss intimation order has to be issued within 7 days from the adverse seasonal event.

iii. Based on the above report, a joint inspection of the affected area may be done by Insurance Company for ground truthing with State government officials and arrive at the extent of loss.

iv. Information/ Services of Mahalanobis National Crop Forecast Centre (MNCFC) may also be utilized for determination of extent of loss for on- Account payout.

v. If the expected loss of the affected crop is more than 50% of the normal yield for the Notified Insurance Unit, on-account payment would be payable.

vi. On-account payment would be calculated as per following formula:

$$\frac{(\text{Threshold Yield} - \text{Estimated Yield})}{\text{Threshold Yield}} \times \text{Sum Insured} \times 25\%$$

d) Time frame for loss assessment and submission of report:

i) An order will be issued by State Government defining eligibility of on account payment with details of damaged Insurance Units within 7 days from the occurrence of adverse seasonal event.

e) Conditions:

i. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity would not make a farmer eligible for the claim.

ii. The On-account payment would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.

iii. On- account payment would be paid to all eligible insured farmers within one month of the notification invoking this provision by the State Government and subject to receipt of loss report from State Government.

iv. These claims would be adjusted from the end season area approach yield based claims.

C. Prevented/Failed Sowing and Prevented Planting/Germination Claims

It is proposed to provide insurance cover to farmers in case of widespread incidence of eligible risks affecting crops in more than 75% of area sown in a notified unit at early stage leading to total loss of crop or the farmers are not in a position to either sow or transplant the crop.

a) Eligibility Criteria:

i. The State Government would provide Notified Insurance Unit and crop wise normal area sown at the beginning of the season within 15 days.

ii. Notified Insurance Units will be eligible for “Prevented Sowing/ Planting” pay-out only if more than 75% of Crop Sown Area for notified crop remained unsown due to occurrence of any of the above perils.

iii. The provision is invoked by the State Government through notification based on the proxy Indicators.

iv. Only those farmers would be eligible for financial support under this cover who have paid the premium / the premium has been debited from their account before the notification by the state government invoking this provision for compensation.

v. The State Government would notify crop wise and agro-climatic zone or district wise cut off dates by which, this provision could be invoked.

b) Proxy-Indicators: Indicators like rainfall data, other weather data, satellite imagery and crop condition reports by district level State Government official, media reports and area sown data released by State Government.

c) Loss assessment procedure:

i. State Government would declare a Notified Insurance Unit as having suffered Prevented or Failed Sowing/ Planting conditions with approximate areas in percentage of the unit.

ii The Lump sum payout under this cover would be limited to 25% of the sum insured and the insurance cover will be terminated.

d) Conditions:

i. The cover will be available for major crops only.

ii. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity won't make a farmer eligible for claim.

- iii. The insurance company would disburse the claim within 30 days of the State's order / notification invoking the event of the insured risk provided the data on estimated area sown have been received from State Government.
- iv. The pay-out under the cover would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
- v. Insurance Cover would terminate for the affected crop in a Notified Insurance Unit once a claim under this section is invoked and the Affected Insurance Unit/ Crop would not be eligible for area yield based claim calculated at the end of the season.
- vi. This provision would be needed to be invoked within the cut-off date as notified by the state government, beyond which if invoked, no claim would be payable.
- vii. Once this provision is invoked, no fresh enrolment of farmers for the affected notified crops and areas would be done.
- viii. Once exigency is invoked it applies to all the insured farmers in the Notified Insurance Unit for a given crop, including for those whose crop survived.

D. Post-Harvest Losses:

It is proposed to provide for assessment of yield loss on individual plot basis in case of occurrence of cyclone, cyclonic rains and unseasonal rains throughout the country resulting in damage to harvested crop lying in the field in 'cut and spread' condition up to maximum period of two weeks (14 days) from harvesting for sole purpose of drying.

a) Eligibility criteria:

- i. Available to all insured farmers, at farm unit level, affected by above mentioned perils in a Notified Insurance Unit growing notified crops for which insurance have been availed.
- ii. Available for all crops damaged by specified perils, which are left in the field after harvesting in "cut and spread condition" for drying up to a period of 14 days from harvest.

b) Proxy-Indicators: Report in the local media or reports of the agriculture/ revenue department supported by media reports and other evidences.

c) Loss assessment procedure:

Time and method of reporting the loss/claims

- i. Immediate intimation (within 48 hours) by the insured farmer to any one as detailed below.
- ii. Intimation must contain details of survey number-wise insured crop and acreage affected.
- iii. Premium payment verification to be reported in next 48 hours by the farmer/Bank.

Whom to be reported i.e. Channel of reporting:

Intimation may be given within 48 hours by farmer either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free number (Centralised dedicated Toll Free Number for claim intimation/ intimations can be redirected to respective Insurance

Companies through backend) to the insurance company. First mode of intimation will be centralised Toll Free Number. In absence of such a facility, the report can be given to banks or Government officials and the same would be forwarded/ intimated to the insurance company immediately. The banks would verify the insured details like crop insured, sum insured, premium debited and date of debit before sending the same to insurance company.

E. Localized Calamities

It is intended to provide insurance cover at individual farm level to crop losses due to occurrence of localized perils/ calamities viz. Landslide, Hailstorm and inundation affecting part of a notified unit or a plot.

a) Eligibility Criteria:

i. Available to all insured farmers, at farm unit level, affected by above mentioned perils in a Notified Insurance Unit growing notified crops for which insurance has been availed.

ii. Maximum liability is limited to proportionate Sum Insured of damaged crop's area. This would be based on the proportion of cost of inputs incurred during sowing period to the sum insured.

iii. Only those farmers would be eligible for financial support under this cover who have paid the premium/the premium has been debited from their account before occurrence of the insured peril.

iv. Maximum pay-out under this provision would be in proportion to cost of inputs, incurred up to the occurrence of insured peril, subject to the sum insured. If the payout under area approach (based on CCEs data) is more than localized losses, the higher claims of two will be payable to insured farmers.

v. If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers (who has taken insurance for the notified crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified insurance unit would be deemed to have suffered localised loss and would be eligible for financial support. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the insurance company.

b) Proxy-Indicators: Report in the local media or reports of the Agriculture/ Revenue Department.

c) Loss assessment procedure:

Time and method of reporting the loss/claims

i. Immediate intimation (within 48 hours) by the insured farmer to any one as detailed in below.

ii. Intimation must contain details of survey number-wise insured crop and acreage affected.

iii. Premium payment verification to be reported in next 48 hours by the farmer/ Bank.

iv. Mobile application may be used for reporting incidents of localized risks for intimation of events including longitude/ latitude details and pictures using NRSC Mobile App.

Whom to be reported i.e. Channel of reporting:

Intimation may be given within 48 hours by farmer either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free number (*Centralised dedicated Toll Free Number for claim intimation, intimations can be redirected to respective Insurance Companies through backend*) to insurance company. First mode of intimation will be centralized Toll Free Number and in absence of such facility, the report can be given to banks or Government officials, the same would be forwarded/ intimated to the insurance company immediately on receipt of such information. The banks would verify the insured details like crop insured, sum insured, premium debited and date of debit before sending the same to insurance company.

STANDARD TERMS AND CONDITIONS:

1. 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 on non-disclosure in any material particular 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 devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the Insured property against loss or damage that may give rise to a claim.

3. Observance of terms and conditions:

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

4. Material change:

The Insured shall immediately notify the Company by in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5. Records to be maintained:

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.

6. No constructive Notice:

Any knowledge or information of any circumstances or condition in connection with the Insured 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 any premium.

7. Notice of charge:

The Company shall not be bound to take notice or be affected by any 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 representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. 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.

9. Duties of the Insured on occurrence of loss:

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a. In case of localized risk, the insured farmer would give intimation to the company within 48 hours of the event through the concerned financial institution / Bank / authorized agent or directly.
- b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in the policy.
- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in the policy.
- d. Not abandon the insured Property/item / premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

10. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- a. Enter and/or take possession of the Property and / or Crop Cultivated, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c. Keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in

the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

11. Right to inspect:

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

12. Position after a claim:

The Insured shall not be entitled to abandon any Insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Period of Insurance shall stand reduced by the amount of the compensation.

13. 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/her behalf to obtain any benefit under this Policy.

14. Arbitration clause:

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 the dispute/difference, 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. 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 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.

15. Disclaimer Clause:

If a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar

months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

16. Subrogation:

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured 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 or required by the Company, before or after Insured's 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.

17. Contribution:

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same subject matter of this insurance, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

18. Cancellation/termination:

On grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, we may cancel this Policy by sending 15 days notice in writing by Regd. A.D. to You at Your last known address. You will then be entitled to a pro rata refund of premium for the unexpired period of this Policy from the date of cancellation, which we are liable to repay on demand.

You may cancel this Policy by sending written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period scale

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 15 days	50% of premium
Up to 30 days	25% of premium
Exceeding 30 days	Nil

19. Policy Disputes:

Any and all disputes or differences under or in relation to this policy herein shall be determined by Indian law and shall be subject to the jurisdiction of the Indian Courts.

20. Renewal notice:

The Company shall not be bound to 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 herein before 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 authorised official of the Company.

21. 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: at the address specified in the Schedule.

In case of the Company: at the address of the policy issuing office (or)

Royal Sundaram General Insurance Co. Limited

“Vishranthi Melaram Towers”, No.2/319,

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097

Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

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

22. Customer Service:

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

23. AGREED BANK CLAUSE

It is hereby declared and agreed:-

(a) 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 by the Company as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties Insured.

(b) That the receipts by the Bank shall be complete discharge for the Company there of and shall be binding on all the parties Insured hereunder.

(c) That a copy of all notices and communication sent to the insured shall also be mandatorily sent to the Bank.

(d) 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.

24. Grievances:

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address or contact through Toll Free number during normal business hours or by E mail.

Customer Care Cell:

Royal Sundaram General Insurance Co Limited

“Vishranthi Melaram Towers”, No.2/319,

Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097

Toll free number: 1860 425 0000

Email: customer.services@royalsundaram.in

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram General Insurance Co. Limited is located for the following grievances:

Any repudiation of claims by the Company.

Any dispute on the legal construction of the policies in so far as such disputes relate to claims Delay in settlement of claims.

The details of the Insurance Ombudsman and their jurisdiction are as listed below:

Ombudsman Offices	
Jurisdiction	Office Address
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in
Karnataka	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@gbic.co.in
Madhya Pradesh Chattisgarh.	Janak Vihar 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@gbic.co.in
Orissa	62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	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@gbic.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
Delhi	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in

Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Rajasthan	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in

ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED

Regd Office: 21, Patullos Road, Chennai 600 002.
 Corporate Office: Vishranthi Melaram Towers, No.2/319,
 Rajiv Gandhi Salai (OMR), Karapakkam, Chennai 600 097
 Ph: 91-44- 71177117 Fax: 91-44- 7113 7114

<p>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.</p>	<p>Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in</p>
<p>Bihar, Jharkhand.</p>	<p>1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in</p>
<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region</p>	<p>Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in</p>

For updated list please refer our website.