

INDUSIND PRADHAN MANTRI FASAL BIMA YOJANA - POLICY WORDING

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to IndusInd General Insurance Company Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made there under, the premium stated in the Schedule as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

OPERATIVE CLAUSE

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or endorsed or otherwise expressed herein, to compensate the Insured/ Insured Person (s) against loss or damage sustained due to operation of any of the Contingencies, specified in the Schedule to the Policy to the extent and in the manner specified therein and further subject to a maximum of the Sum Insured as specified in the said Schedule to this Policy.

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 or actual yield of insured crop for the defined area and with in 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 IndusInd General Insurance Company Limited.
- "Crops Covered/Notified crops"** means the crops notified under PMFBY by the state government. These crops or plants insured are as mentioned in the policy schedule.
- "Crop Cutting Experiments" (CCE)** 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.
- "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.
- "Endorsement"** Endorsement means any alteration made to the original policy which has been requested by the insured/ farmer/bank/govt. and agreed to by the company in writing.
- "Exclusion"** Exclusion means the damages / perils / properties/ contingencies which are not covered under the policy and for which the company have 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.
- "Insured/Insured person/company"** means the person (s) or entity (ies) whose name (s) specifically appears as such in the Schedule to this Policy. All farmers (loanee or non loanee) including sharecroppers and tenant farmers growing the notified crops in the notified areas are eligible for coverage.
- "Insurance Unit" or "Notified Unit" or "Notified Insurance Unit"** means the specified area of cultivation for the Crop notified by the Government under the Policy.
- "Indemnity Level"** means the percentage of indemnity as specified in the Schedule to this Policy which is considered for arriving the Threshold yield.
- "Notified Area" or "Insured Area"** means the area under cultivation which is covered under the Policy and which is specifically mentioned in the Schedule to the policy.
- "Operational Guidelines"** shall mean and include the Pradhan Mantri Fasal Bima Yojana (PMFBY) Operational Guidelines issued and updated by Government of India and where separately notified by a State Government, the operational guidelines issued by the State.
- "Policy"** means the Policy booklet, the Schedule and any applicable endorsement/s. The Policy contains details of coverage, exclusions, terms & conditions of the Policy.
- "Policy Period"** means the period commencing from the effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the schedule.



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17. **"Policy Holder"** means the person(s) or the entity named in the Schedule to this Policy who executed the Policy and is (are) responsible for payment of premium(s).
18. **"Proposal"** Proposal means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to the company by or on behalf of Insured / Insured person.
19. **"Sum Insured"** means and denotes the amount of cover available as stated in the Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
20. **"Schedule"** Schedule includes all its Parts providing detailed description of risk and perils covered.
21. **"Scheme"** means "Pradhan Mantri Fasal Bima Yojana (PMFBY)", including any modifications thereto, that has been approved and launched by Government of India.
22. **"SLCCCI"** State Level Coordinating Committee for Crop Insurance, constituted by the respective State/UT Government.
23. **"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.
24. **"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.
25. **"Threshold yield or guaranteed yield"** means yield for a crop in an insurance unit/higher unit shall be the average of best 5 years from the past 7 years multiplied with the indemnity level. It is calculated as Threshold Yield = Simple average of historic yield at IU level/higher unit level/data provided by state govt. for the number of years prescribed in the scheme guidelines *Indemnity Level
26. **"Sowing"** means to scatter or spread or throw seeds around or over the ground for growing.
27. **"Planting"** means to place or set seeds or seedlings in the ground to grow.
28. **"Harvesting"** means the act or process of gathering the crop after it attains maturity.

SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions contained herein or in Prevailing Operational Guidelines of the scheme, or otherwise expressed herein, to compensate the Insured for:

Section I – Prevented Sowing / Planting

Insured area is prevented from sowing/ planting/germination due to deficit rainfall or adverse seasonal/weather conditions.

Subject to the maximum of 25% of the Sum Insured specified in the Schedule to this Policy in the manner specified.

The cover under the Policy, for the Insured, shall terminate in the event of claim in respect of the Insured becoming admissible and the same being accepted by the Company under this section. In consequence thereof no further benefit shall be payable under this Section of the Policy.

Section II – Standing Crop

Shortfall in Yield as stated in the Policy, resulting from non-preventable risks like drought, dry spell, flood, inundation, widespread pests and disease attack, landslides, fire due to natural causes, lightening, storm, hailstorm and cyclone as stated in coverage and within the Insured Area and Policy Period, subject to the maximum Sum Insured specified in the Schedule to this Policy in the manner specified.

Section III – Localized Risk

To compensate the Insured at individual farm level due to crop losses from occurrence of identified localized perils/ calamities viz. Landslide, Hailstorm, Inundation*, Cloud Burst and Natural Fire due to lightening affecting part of a notified unit or a plot, subject to the maximum Sum Insured specified in the Schedule to this Policy in the manner specified.

If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, the insured (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 localized loss and would be eligible for Compensation.

*1 Crop Damage should have occurred of inundation, mere water logging without corresponding crop loss will not be considered.

2 Inundation peril is not applicable in case of hydrophilic crops like Paddy, Sugarcane, Jute & Mesta.

If affected area is more than 25% of the insured area of the notified crop in notified insurance unit then the losses are not individual but are widespread calamity therefore, all eligible farmers will be paid ad-hoc claims for localized losses which are to be adjusted in final yield based claims.



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Section IV – Post Harvest Losses

Occurrence of hailstorms, cyclone, cyclonic rains or unseasonal rainfall throughout country resulting in damage to harvested crop lying in the field in cut & spread condition, provided the coverage is available only up to a maximum period of not more than 14 days has elapsed after the harvest of Crop

Subject to the maximum Sum Insured specified in the Schedule to this Policy in the manner specified.

If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, the insured (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 post harvest loss and would be eligible for compensation.

Section V-Add-On Coverage

The states may consider providing add-on coverage for crop loss due to attack by wild animals wherever the risk is perceived to be substantial and is identifiable. Detailed protocol and procedure for evaluation of bids will be issued separately by GOI in consultation with Ministry of Environment and Forest and GIC Re. The add-on coverage will be optional for the farmers and applicable notional premium will be borne by the farmer, however the State Govts may consider providing additional subsidy on this coverage, wherever notified.

SPECIFIC 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 Crop arising from:

- Malicious, willful act or gross negligence of the Insured or any of his representative(s) or employee(s).
- 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.
- Directly or indirectly connected with or traceable to, 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.
- Attack by wild animals would only be considered under Add-on coverage.
- Other preventable risk.

The Company shall not be liable to make any payment under this policy with or with respect to any expenses incurred by any insured in connection with or in respect of any loss, howsoever caused, other than on account of losses to crop within a specific geographical location and specified time period as enumerated in the Operational Guidelines, even if such loss results in diminished agricultural output or yield.

BASIS OF ASSESSMENT OF CLAIMS

The Basis of Assessment of Claims shall be as defined in the Operational Guidelines of Pradhan Mantri Fasal Bima Yojana (PMFBY) and any modifications in the same shall be applicable. The Company hereby agrees, subject to the terms, conditions and exclusions contained herein and in the Operational Guidelines or otherwise expressed herein, to provide immediate compensation to the insured in case of:

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

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 deficit rainfall or adverse seasonal conditions. 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.

2. Claims due to Mid-Season Adversity

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 Normal yield. This provision is invoked by the State Government through damage notification based on the proxy Indicators. The provision could be invoked for a specific crop or group of crops in Notified Insurance Unit, depending on fulfillment of laid down conditions in Operational Guidelines. Insurance company may decide the quantum of likely losses and the amount of payment based on the joint survey of Insurance Company and State Government officials.

3. Wide Spread Calamities (based on season-end yield)

If 'Actual Yield' (AY) per unit of insured crop for the insurance unit (calculated on basis of requisite number of CCEs) in insured season, falls short of specified 'Threshold Yield' (TY), all insured farmers growing that crop in the defined area are deemed to have suffered shortfall in yield of similar magnitude. Individual assessment of the field of the Insured (s)

would not be required under such claims.

4. Localized Risks

The scheme provides insurance cover at individual farm level for crop losses due to occurrence of localized perils/ calamities viz. hailstorm, landslide, inundation, cloudburst and natural fire due to lightening affecting part of a notified unit or plot. Maximum liability is limited to proportionate Sum Insured of damaged crop's area and the payout under this provision would be in proportion to cost of inputs, incurred up to the occurrence of insured peril.

5. Post-Harvest Losses

Assessment of loss on individual plot basis in case of occurrence of hailstorm, cyclone, cyclonic rains, and unseasonal rains resulting in damage to harvested crop lying in the field in 'cut and spread'/ small bundled condition for drying up to maximum period of 14 days from harvesting, for sole purpose of drying. For the purpose of indemnification of post harvest crop losses, unseasonal rains shall be triggered when the excess rainfall is more than 20% over long period average over the month for that district subject to confirmation of the damage in the Joint survey to be conducted by the concerned State Govt. and Insurance Company.

GENERAL CONDITIONS

1. 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 to this Policy.
- In case of the Company, to the Policy issuing office / nearest office of the Company.

2. Mis-description:

This policy shall be void and all premiums paid by the Insured / Insured person shall be forfeited in the event of misrepresentation, mis-description, concealment or non disclosure of any material information.

3. Change in Circumstances:

Insured / Insured person must inform the company as soon as reasonably possible, of any change in information provided to the company. In case of such alteration or changes made and not accepted by the company in writing, all covers under this policy shall cease.

4. Legal Ownership:

During the Period of this Insurance, the Insured shall possess all legal ownership rights with regard to the Insured Property. The Insured shall provide to the Company such title deeds and other documents as may be required by the Company for verification of his/her ownership over the Property. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

5. Limitation Clause:

It is expressly agreed and declared that if the company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. Incontestability and 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.

7. Reasonable Care:

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

8. 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.

9. Material change:

The Insured shall immediately notify the Company by fax and 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Electronic Transactions:

The Insured 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 centers, tele-service 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.

15. 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 Bank1 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.

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

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

(c) 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.

(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.

(e) 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 policy except where a breach of the condition has been committed by the Bank or its duly authorized 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 in 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 the necessary additional premium from the time when such increase of risks first took place.

(f) 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.

16. CLAIM PROCEDURE

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

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

Eligibility

1. Notified insurance unit will be eligible for prevented sowing/planting payout only if more than 75% of crop sown area for notified crop remained unsown due to occurrence of any of the above perils.
2. Premium (farmer share) would have been received before the notification of the state government declaring a notified insurance unit as having suffered prevented or failed sowing/planting conditions.

Proxy indicator

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.

Loss assessment procedure

1. State Govt. would declare a notified IU as having suffered Prevented or Failed Sowing/Planting conditions with approximate areas in percentage of the unit.
2. The lump sum payout under this cover would be 25% of the sum insured and the insurance cover will be terminated.

Conditions

1. The cover will be available for major crops only.
2. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity won't make a farmer eligible for claim.
3. This provision would be needed to be notified within 15 days of the cut off date of enrolment by the State Govt., beyond which if invoked, no claim would be payable.
4. The Insurance Company would disburse the claim within 30 days of the State's order / notification invoking the event of the insured risk, subject to the data on estimated area sown having been received from State Govt.
5. The pay-out under the cover would be disbursed by the Insurance Company without waiting for the receipt of final Govt. share of premium subsidy.
6. 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.
7. Once this provision is invoked, no fresh enrolment of farmers for the affected notified crops and areas would be done.
8. 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.
9. Bank would remit farmers' premium to Insurance Company, with loanee farmers' list, within 7 days of intimation of loss under this section, if not uploaded earlier on Portal. However, this option must be exercised as last recourse with proper justification.

B. Claims due to Mid-Season Adversity

Insurance cover will be provided to the farmers to provide immediate relief 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 Normal Yield.

Eligibility

1. All notified IUs would be eligible for "ON ACCOUNT" payment only if the expected Yield of the affected crop during the season is less than 50% of Normal Yield.
2. The provision could be invoked for a specific crop or group of crops in notified IU, by the State Govt. through damage notification based on the proxy indicators and depending on fulfillment of laid down conditions.
3. The quantum of likely losses and the amount of 'on-account' payment shall be decided based on the joint survey by Insurance Company and State Govt. officials.
4. 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 damage notification by the State Govt. for invoking this provision for compensation.



- Amount payable would be 25% of the likely claims, subject to adjustment against final claims.
- If adversity occurs within 15 days before the normal harvest time, this provision will not be invoked. Then the losses will not qualify under this provision.

Proxy-Indicators

Indicators to be used for loss intimation could be rainfall data, other weather data, satellite imagery, drought assessment reports of MNCFC and crop condition reports by district level/ State Govt. officials, supported by media report and field photographs. The State's notification should also spell out all the necessary details in this regard.

Loss assessment procedure

- Joint Committee of State Govt. and the Insurer for assessment of crop damage have to be formed and notified before start of the crop season by the SLCCCI for each district.
- This Joint Committee shall decide the eligibility for On-Account payment based on the weather data (available AWS notified by the Govt.)/long term average rainfall data/satellite imagery supported by estimated yield losses at notified IU level. Loss intimation order has to be issued within 7days from the adverse seasonal event.
- Based on the above report, a joint inspection of the affected area maybe done by Insurance Company along with State Govt officials for ground truthing using mobile phone App and arrive at the extent of loss.
- Information/ Services of MNCFC, ISRO or SRSC may also be utilized for determination of extent of loss, using satellite data, for On Account payout.
- 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.
- On-Account payment would be calculated as per following formula:

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

Conditions

- Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity would not make a farmer eligible for the claim.
- The On-Account payment would be disbursed by the Insurance Company without waiting for the receipt of final share of Govt. subsidy (Second Installment)
- On Account payment would be paid to all eligible insured farmers within one month of the notification invoking this provision by the State Govt. and subject to receipt of loss assessment report from State Govt.
- These claims would be adjusted against the end season area approach yield based claims.
- Bank would remit farmers' premium to Insurance Company, with farmers list, within 7 days of intimation of loss under this section, if not uploaded earlier on Portal. However, this option must be exercised as a last recourse with proper justification.

C. Wide Spread Calamities (based on season-end yield)

If 'Actual Yield' (AY) per hectare of insured crop for the insurance unit (calculated on basis of requisite number of CCEs) in insured season, falls short of specified 'Threshold Yield' (TY), all insured farmers growing that crop in the defined area are deemed to have suffered shortfall of similar magnitude in yield. PMFBY seeks to provide coverage against such contingency. Claim shall be calculated at IU level as per the following formula:

$$\frac{(\text{Threshold Yield} - \text{Actual Yield})}{\text{Threshold Yield}} \times \text{Sum Insured}$$

Where Threshold Yield (TY) for a crop in a notified insurance unit is the average yield of best 5 years from past seven years of that season multiplied by applicable Indemnity Level for that crop.

D. Localized Risks

Provides insurance cover at individual farm level to crop losses due to occurrence of localized perils/calamities cloudburst, natural fire, landslide hailstorm and inundation affecting part of a notified unit or a plot.

Eligibility

- 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.
- Maximum liability is limited to proportionate sum insured of damaged crop's area and 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 the CCE data) is more than localized losses, the higher claims of two will be payable to insured farmers.

3. 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 have 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 localized loss and would be eligible for claims under the policy. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided by the Joint Committee) of affected area by the insurance company.

Proxy-Indicators

Report in the local media or reports of the Agriculture/ Revenue Department, weather data, etc.

Loss assessment procedure

1. Intimation may be given within 72 hours by farmer either directly to the insurance company, concerned bank, local agriculture department Govt./district officials or through toll free number (Centralized dedicated Toll Free Number for claim intimation/ intimations can be redirected within 48 hours to respective Insurance Companies through backend) to the insurance company or on NCIP.
2. Intimation must contain details of survey number-wise insured crop and acreage affected.
3. Premium payment verification to be done from portal and in case of need may be verified from the bank and bank shall provide the payment verification within next 48 hours of receipt of such request.
4. Mobile application may be used for reporting incidence of localized risks for intimation of events including longitude/ latitude details and pictures using Mobile App to be developed by DAC&FW.

Conditions

1. Mere disbursement/sanction of loan without receipt/debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
2. When affected area is limited up to 25% of total insured area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have intimated and paid premium prior to occurrence of insurance peril. Intimation is a pre condition to get benefit for localized claim. Intimation at the time of survey would also be considered
3. The pay-out under the cover would be disbursed by the Insurance Company only after the receipt of at least advance Govt. share of premium subsidy (1st installment).
4. The Insurance Company would disburse the claim, if payable within 15 days of survey of loss.
5. If, at the end of season, based on the yield data, claim is more than the claim under this cover, the balance would be paid at the end of the season under wide spread claims.
6. Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.
7. Bank would remit farmers' premium to Insurance Company, with farmers list, within 7 days of intimation of loss under this section, if not uploaded earlier on Portal.

E. Post-Harvest Losses

Assessment of loss would be done on Individual plot basis in case of occurrence of hailstorm, cyclone, cyclonic rains and unseasonal rainfall resulting in damage to harvested crop lying in the field in "cut and spread"/small bundled condition for drying up to maximum period of two weeks conditions up to the maximum period of two weeks from harvesting for sole purpose of drying. For the purpose of indemnification of post harvest crop losses, unseasonal rains shall be triggered when the excess rainfall is more than 20% over long period average over the month for that district subject to confirmation of the damage in the Joint survey to be conducted by concerned State Govt. and Insurance Company.

Eligibility

1. 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.
2. Available for all crops damaged by specified perils, which are left in the field after harvesting in "cut and spread conditions" for drying up to a period of 14 days from harvest.

Proxy indicator

Report in the local media or reports of the agriculture revenue department supported by media reports and other evidences.

Loss assessment procedure

1. Intimation may be given within 72 hours by farmer either directly to the insurance company, concerned bank, local agriculture department Govt./district officials or through toll free number (Centralized dedicated Toll Free Number for claim intimation/ intimations can be redirected within 48 hours to respective Insurance Companies through backend) to the insurance company or on NCIP.
2. Intimation must contain details of survey number-wise insured crop and acreage affected.
3. Premium payment verification to be done from portal and in case of need may be verified from the bank and bank shall provide the payment verification within next 48 hours of receipt of such request.

Conditions

1. Mere disbursement/ sanction of loan without receipt/ debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
2. When affected area is limited up to 25% of total cropped area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have paid premium prior to occurrence of insurance peril.
3. The pay-out under the cover would be disbursed by the Insurance Company only after the receipt of final Govt. share of premium subsidy (second installment)
4. The Insurance Company would disburse the claim, if payable, within 15 days of receipt of loss survey report.
5. If end of season claim based on the yield data is more than the claim under this cover, the balance would be paid at the end of the season under wide spread claims.

Special Conditions

1. Any farmer will be only eligible for claims if the premium has been debited by bank before the commencement of the event or paid to insurance company. Any premium paid or debited by bank after the cause of loss has occurred would not be eligible for claims.
2. The total premium including the state and central subsidy premium has received to insurance company. If the state government/Central Government requests to settle the claims without release of subsidy insurance company may decide to release the claims without waiting for second installment of financial subsidy.
3. Operational guidelines/guidelines issued by Government of India/State Government from time to time will be followed for settlement of claims.

Claims Documents

The Insured shall be required to furnish the following for or in support of a claim under the Policy, for claims related to localized calamities:

- Duly completed claim form
- Land records/ Tenancy Certificate as per Government norms
- Sowing Certificate from certifying agency nominated by Government or authorized by the Company (if any)
- Copy of certificate of insurance/Proof of insurance (pass book entry confirming the deduction of premium before the cut-off date)
- Two photographs of damaged or loss incurred area of Crop which shows the loss under the Policy.
- Any other document as may be required by the Company.

17. 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.

18. 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.

19. Condition of Average:

If the Insured property 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 ratable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

20. 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, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.

21. 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 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 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 understood, however that the insured / insured person shall have the right at all times during currency of the policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

22. 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.

23. Cancellation/termination: The Company may at any time, cancel the policy by giving a 15 days' notice in writing by Registered post acknowledgement due post to the insured at his last known address if insured has furnished any misleading/false information on material matter of the contract. The Insured may also give 15 days notice in writing to the company for the cancellation of the this policy, in which case the Company shall retain premium for the period this policy has been in force as per the table given below:

Cancellation Period	Refund
Upto one month	25% of Premium
Upto three months	10% of Premium
Exceeding three months	Nil

A return of premium for the unexpired period is allowed provided no claim has occurred up to the date of cancellation of the policy. Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof, the cover and Company's liability in respect of the Insured shall forthwith terminate.

Notwithstanding anything contained herein or otherwise stated, no refunds of premium shall be made where any claim has been lodged with the Company or any benefit has been availed by the Insured / admitted by the Company under the Policy

24. Policy Disputes:

Any dispute concerning the interpretation of the terms, 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. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

25. Cause of Action / Currency for Payment:

No claim shall be payable under this Policy unless the cause of action arises in India. All claims shall be payable in India and in Indian Rupees only.

26. Customer Service:

If at any time the Insured/ Insured person requires any clarification/ assistance/is aggrieved in any way, the Insured/ Insured Person may contact the policy issuing offices of the Company at its address during normal office hours or the Insured may also contact our customer service desk as mention in the schedule to this policy.



27. **Grievances:** If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website	https://www.indusindinsurance.com
e-mail	services@indusindinsurance.com
Telephone	022 4890 3009 (paid)
Post/Courier	Any branch office, the correspondence address, during normal business hours
Write to us at	IndusInd General Insurance Company Limited
(Correspondence Only)	Correspondence Unit, C- 42, Pawane, T.T.C, Industrial Area, M.I.D.C, Turbhe, Navi Mumbai, Maharashtra - 400705 India. For further details on Grievance redressal procedure please refer : https://www.indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	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@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560078	Tel No: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, 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@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009.	Tel.:- 0674-2596455/2596461, Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH	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(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.



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CHENNAI	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@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
DELHI	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@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Mahe-a part of Union Territory of Puducherry.
GUWAHATI	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@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD	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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkatta - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands



LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, 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.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301.	Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.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.



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PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	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.	Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.giccouncil.in, the Company's website www.indusindinsurance.com or from any of the Company's offices. Address and contact number of Governing Body of Insurance Council - (Monitoring Body for Offices of Insurance Ombudsman) 3rd Floor, Jeevan SevaAnnexe, S. V. Road, Santacruz(West), Mumbai-400054, Tel: 022-26106889/671 Email id: insecoun@cioins.co.in

Insured is requested to please read the Revamped Operational Guidelines of Pradhan Mantri Fasal Bima Yojana (PMFBY) along with this policy wording.

