



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 'IFFCO Sadan' C1 Distt. Centre, Saket, New Delhi 110017

FASAL BIMA (micro) YOJNA**(INSURANCE POLICY)**

UIN: IRDAN106P0001V01201112

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

This Policy witnesses that in consideration of Your having paid the premium, We will insure Your interest as specified in the Schedule and accordingly We will indemnify You in respect of events occurring during the Policy Period in the manner and to the extent set forth in the Policy, provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning wherever it may appear.

Your Policy is based on information which You have given Us and the truth of these information shall be a condition precedent to Your right to recover under this Policy.

General Definitions**1. Proposal:**

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to Us by You or on Your behalf and forms the basis of the Policy.

2. Policy :

It means the Policy wording, the Schedule and any applicable Endorsement or memoranda. Your Policy contains the details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties and provisions on which the Policy is issued.

3. Schedule:

It means the latest Schedule issued by Us as part of Your Policy. It provides details of the level of cover You have.

4. Endorsement

It means any alteration made to the Policy which has been agreed to by Us in writing.

5. We/Our/Us/Company:

It means **IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**

6. You/Your:

It means the entity or person(s) named as Insured in the Schedule.

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7. Insured Person:

It means the persons who are incorporated in the Schedule for the purpose of insurance coverage.

8. Exclusion:

It means the damages/perils/properties/contingencies which are not covered under the Policy and for which We have no liability in the event of loss occurrence.

9. Policy Period:

It 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.

10. Actual Yield (AY):

It means yield per hectare of the Crop calculated on the basis of requisite number of Crop Cutting Experiments in the insured season, for Defined Area or yield of Crop for the Insured Area that corresponds with the Policy Period.

11. Crop:

Means the variety of seed and/ or plants the Insured cultivates, as described in the Schedule to this Policy.

12. Crop Cutting Experiments:

It means the crop experiments that are undertaken for determining the percentage recovery in the form of dry grains or the marketable form of the produce. These experiments comprise of (i) identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, (ii) threshing the produce and (iii) recording of the harvested produce.

13. Cropping Plan:

It means a detailed statement forming part of this Policy which indicates the insurance cover available to the Insured. This statement comprises of the identification of the field covered, the Crop and variety planted, the respective area (in ha) planted, the Average Yield per hectare, the value per ton of harvested Crop and the Sum Insured for this Crop.

14. Defined Area:

It means the specified area of cultivation for the Notified Crop under the Policy.

15. Bank :

It means a bank licensed under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

16. Financial Institution:

It 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.

17. Insured:

It means person(s)/ entity(ies) whose name(s) specifically appear as such in the Schedule to this Policy.

18. Insured Area:

It means the area under cultivation which is covered under the Policy.

19. Level of Indemnity:

It means the percentage of indemnity as specified in the Schedule to this Policy which is considered while arriving at the Sum Insured under the Policy.

20. Minimum Support Price:

It means the minimum price fixed by the Government of India or the State Government for purchase of Notified Crop. This price is fixed by the Government to provide protection to agricultural producers against any sharp drops in prices.

21. Notified Crop:

It is the Crop which is selected for the insured season in the Defined Area as selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Schedule to the Policy.

22. Policy Period:

It 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 Schedule to this Policy

23. Stipulated Harvest:

It means the recovery of the Crop in the form of dry grains or the marketable form of the produce which is expected from per unit of the Insured Area.

24. Stipulated Price:

It means the expected price per unit weight of the Stipulated Harvest which can be realized upon harvesting of the Crop in the Insured Area.

25. Sum Insured:

It means the amount as stated in the Schedule to this Policy which shall represent Our maximum liability for any and all claims incurred under the Policy.

26. Terrorism:

It means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

27. Theft:

It 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.

28. Threshold Yield:

It means the expected yield for a Crop cultivated on the Defined Area. It is calculated as the moving average based on the past few years average yield depending on the Crop (as notified by Govt. Of India/State/UT), multiplied by the Level of Indemnity.

29. Sub-period:

It shall mean the smaller periods within the Policy Period as specified in the Schedule.

30. Harvesting:

Is the moment of taking the insured Crops or part thereof from an insured Field by combining, threshing or picking for sale or use on the insured farm.

31. Weather Index

It means the weather parameter as defined in the Schedule which forms the basis of operation of the Policy.

32. Reference Weather Station:

It means the primary weather station as specified in the Schedule, the weather data of which will be utilised to compute the Weather Index during the Policy Period.

33. Alternate Weather Station:

It means the Secondary Weather Station which we may deem fit and accept as a substitute Weather Station in the event of non-availability of required data from the primary Reference Weather Station.

34. Missing Data

It shall mean the specified weather data for any particular period or sub-period which has officially been reported by reference weather station or respective weather data provider as not having been recorded or having been recorded but is not available.

35. Actual Weather Data:

It shall mean the reference weather data for the Policy Period as obtained from accredited or any other recognised weather data provider, as specified in the schedule..

36. Sub-period:

It shall mean the smaller periods within the Policy Period as specified in the Schedule.

37. Claim Trigger:

It shall mean the threshold value of the Weather Index, as defined in the Schedule, beyond which a claim will first become payable under the Policy as per the Claim Payout Table specified in the Schedule.

38. SLCCCI:

State Level Coordination Committee on Crop Insurance, constituted by the respective State/UT Government.

Scope of Cover:--

A. STANDING CROP (Sowing to Harvesting)

We hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate You, in the manner specified in the Schedule, against any loss resulting from natural fire and lightning, storm, hailstorm, cyclone, typhoon, tempest, hurricane, tornado, flood, inundation, landslide, drought/dry spell, pests and disease of the Crop if such deviation is as stated in coverage and within the Insured Area and Policy Period, subject to maximum of the Sum Insured stated in the Schedule of this Policy.

B. PREVENTED SOWING / PLANTING RISK

In case farmer of an area is prevented from sowing / planting due to deficit rainfall or adverse seasonal conditions, such insured farmer who failed to sow / plant (but otherwise has every intention to sow / plant and incurred expenditure for the purpose), shall be eligible for indemnity. The indemnity payable would be a maximum of the percentage of sum insured as prescribed in the schedule. The scale of payment for different crops will be as shown in the schedule. Having received indemnity based on prevented sowing/planting, the insurance cover is automatically terminated.

C. POST HARVEST LOSSES

Coverage is available only for those crops(as specified in the schedule), which are allowed to dry in the field after harvesting against specified perils of cyclone in coastal areas, resulting in damage to harvested crop lying in the field in 'cut & spread' condition. In other words, the crop, which after harvest is left in the field for drying, is only covered against the peril specified above. The harvested crop bundled and heaped at a place before threshing is beyond coverage under post harvest losses. Further, the coverage is available only up to a maximum number of days as prescribed in the schedule, from the day of harvesting. Assessment of damage will be on individual basis.

BASIS OF SUM INSURED:

A. Loanee Farmers : In case of loanee farmers under Compulsory Component, the Sum Insured would be at least equal to the amount of crop loan sanctioned/advanced, which may extend up to the value of the threshold yield of the insured crop at the option of insured farmer. Where value of the threshold yield is lower than the loan amount per unit area, the higher of the two is the Sum Insured. Multiplying the Notional Threshold Yield (district/region/state level) with the Minimum Support Price (MSP) of the current year arrives at the value of Threshold Yield.

Value of Threshold Yield=Notional Threshold Yield (District/region/state level) x Minimum Support Price.

Notional Threshold Yield=Insured Area x Moving Average Yield x Levels of Indemnity.

Wherever Current year's MSP is not available, MSP of previous year shall be adopted. The crops for which, MSP is not declared, farm gate price established by the marketing department / board shall be adopted.

B. Non-Loanee Farmers: For farmers covered on voluntary basis (non-loanee), the Sum-Insured is up to the value of Threshold yield of the insured Crop.

Sum Insured = Overall Yield x Stipulated price.

Overall Yield=Insured Area x Stipulated harvest x Levels of Indemnity.

Note:-If the farmer so desires he may be provided with higher level of risk coverage going up to 150% of the value of threshold yield/average

CLAIMS PROCEDURE AND REQUIREMENTS:

Upon the happening of any event giving rise to a claim under this Policy, the Insured shall:-

- A) Give the Company immediate notice of the occurrence of the loss.
- B) Give the Company written notice within 24 hours after the occurrence of the loss in the prescribed format.
- C) It shall be a condition precedent to the payment of any indemnity that the Insured makes available to the Company, any and all information requested by the Company and allows the access to authorised representative of the Company or loss assessor deputed by the Company to verify and substantiate the total production of the Crop insured under this Policy.

A. LOCALISED RISKS:

The losses would be assessed on individual basis in case of loss / damage resulting from occurrence of identified localized risks viz., hailstorm and landslide. The cost of inputs incurred until the time of occurrence of peril, and the expected loss in final yield due to the peril, would form the basis for loss assessment.

B. WIDESPREAD CALAMITIES:

If the 'Actual Yield' (AY) per hectare of the insured crop for the defined area [on the basis of requisite number of Crop Cutting Experiments (CCEs)] in the insured season, falls short of the specified 'Threshold Yield' (TY), all the insured farmers growing that crop in the defined area are deemed to have suffered shortfall in their yield. The policy will operate on the basis of 'Area Approach' i.e., Defined Areas for each notified crop for widespread calamities. The Defined Area (i.e., unit area of insurance) is village/Village Panchayat level by whatsoever name these areas may be called for major crops and for other crops it may be a unit of size in between Village Panchayat to Taluka to be decided by the State/UT Govt.

For Loanees farmers(Compulsory Component):--

'Indemnity' shall be calculated as per the following formula:
Shortfall in Yield

—————X Sum Insured for the farmer
Threshold yield

[Shortfall = 'Threshold Yield - Actual Yield' for the Defined Area]

In the event of near total crop failure during early or mid season affecting the entire defined area, the Company shall adopt a graded scale indemnity settlement restricting the indemnity to the proportion of input cost up to that stage.

For Non- Loanee Farmers (Voluntary Component):--

Indemnity' shall be calculated as per the following formula

Claim settlement amount= (shortfall in yield/overall yield) x SI.

SI (Sum Insured) is as defined above.

Shortfall in yield=(overall yield - actual yield) for the insured area.

C. ON ACCOUNT SETTLEMENT OF CLAIMS:

In case of adverse seasonal conditions during crop season, claim amount up to percentage (as given in the schedule) 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 the percent (as shown in the schedule) of normal 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.

Claim Documents:

The Insured shall be required to furnish the following for or in support of a claim under the Policy:

- Duly completed claim form;
- Land records as per Government norms;
- Certificate from certifying agency nominated by Government or authorized by the Company.
- Copy of Certificate of Insurance.
- Other than Government subsidized scheme, two photographs of damaged or loss incurred area of Crop which shows the loss under the Policy.
- Sowing Certificate or other relevant document to this effect.

Claim Control :

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. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
 - c. 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.
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EXCLUSIONS:

We will 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 resulting from:

- i) The burning of the Crop by order of any public authority or subterranean fire.
- ii) Consequential loss whether or not caused by a peril covered under the Policy.
- iii) Malicious, wilful act or gross negligence of the Insured or any of his representative(s) or employee(s).
- iv) Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors.
- v) Instances where recognized good farming and harvesting practices have not been followed.
- vi) Controllable diseases, weeds and/or controllable insect infestations.
- vii) Theft / clandestine sale of the Crop.
- viii) Intentional destruction of the Crop.
- ix) Poor Crop stand due to defective seed or sampling.
- x) Action of birds and animals.
- xi) Loss occurring prior to the Policy Period.
- xii) Loss or damage due to or contributed to by the Insured having caused or suffered anything whereby the risks hereby insured against were unnecessarily increased;
- xiii) Any peril not specifically covered under the Policy.

xiv) 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.

xv) Any damage to harvested Crops and crop in transit.

xvi) 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.

xvii) Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion, loot or pillage in connection therewith.

xviii) Any loss to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

xix) Any expenses whatsoever incurred by an Insured Person in connection with or in respect of any loss, howsoever caused, even if such loss results in diminished agricultural output/yield.

xx) This insurance does not cover losses caused by earthquake, mudflow, earth sinking, earth rising and /or volcanic activity.

xxi) This policy does not cover losses due to breakdown of irrigation equipment or part thereof.

Special Conditions:-

1) We must have received the premium for inception of coverage either from bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non remittance of premium by these agencies, We shall not be liable for payment of any claim(s).

2) We shall have the discretion to accept or reject any risk of an insurance unit(s) for any crop(s) considering prevailing agricultural situation. Mere sanctioning / disbursement of crop loans and submission of proposals/ declarations and remittance of premium by the farmer / bank without explicit intent to raise the crop, does not constitute acceptance of risk by Us.

3) In event of near total crop failure during early or mid season affecting entire insurance unit, We will adopt a graded scale indemnity settlement restricting indemnity to proportion of input costs up to that stage. Graded scale shall be worked out in consultation with State Government. Wherever necessary, services of expert agencies may be availed, by Us for arriving at graded scale of payment.

4) We, if deemed necessary, will investigate coverage on our own or by an agency appointed for the purpose and may utilize technologies, including satellite imagery for identification of anomalies in crop insurance coverage vis-à-

vis actual field conditions. Upon identification of adverse phenomenon based on such investigation, We shall have the right to scale down sum insured. In such cases no refund of premium shall be made.

GENERAL WARRANTY:

It is warranted that during the Policy Period, the Insured Person(s) should possess all legal ownership/lease rights with regard to the agricultural land and crop cultivated as specified in the Schedule to the Policy. You shall provide to Us such title deeds and other documents as may be required by Us for verification of the Insured Person's ownership of the agricultural land. The due observance and fulfilment of the above shall be a condition precedent for settlement of any claim under this Policy.

GENERAL CONDITIONS:

1. Notice

You will give every notice and communication in writing to Our office through which this insurance is effected.

2. Misdescription

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, misdescription, concealment or non disclosure of any material information.

3. Changes in Circumstances

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your landholding etc. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

4 Fraud

If a claim is fraudulent on account of fraudulent means or actions used by You, all benefits and rights under the Policy shall be forfeited ab-initio.

5 Contribution

If at any time any defined peril giving rise to a claim under this policy, the Insured has any other Insurance in force in respect of his Crops, whether or not such insurance is valid or collectible, the Company shall be released from all liability in connection with such Crops unless the agreement of the Company to such other Insurance is endorsed on this Insurance.

If the agreement of the Company to such other Insurance is endorsed on this Insurance, the Company shall be liable under this Insurance for the excess beyond any amount insured by such other Insurance in respect of such Crop, whether or not such other Insurance is valid or collectible.

6 Salvage and Recoveries:

You shall dispose of any salvage and recoveries to the best advantage and the amount realised shall belong to Us. However, You shall take all reasonable measures to avoid or minimize the Production Shortfall.

7. 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.

8. Notice of charge etc.:

We 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 Us to You or Your legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to Us.

9. Right to Inspection:

If required by Us, 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.

10. Forfeiture of Policy

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy; or, if the loss be occasioned by the wilful act, or with connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of Condition 11.16 (Arbitration) of the Policy) within three months after the arbitrator or arbitrators or umpire shall have made their award, all benefits under this Policy shall be forfeited.

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

11. Nominated loss adjusters

It is agreed that in the event of a loss, if the Company so wishes, then the services of a loss adjusters shall be utilized for any investigation and for loss adjustment; the fee and other service charges for the investigation by the loss adjusters shall be borne by the Company

12. Condition of Average

If the insured Crops shall at the time of any loss be of greater value than the Sum Insured stated in the Schedule and calculated in accordance with the basis of indemnity (the Cropping Plan), the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured bears to the total value of the said Crop.

13. Time limitation

In no case whatsoever shall the Company be liable for any loss after the expiration of the Policy Period unless a claim is the subject of pending action or arbitration.

14. Sale, mortgage, lien or charge

Unless expressly described as such in this Policy or by endorsement hereon, no sum shall be payable hereunder by way of indemnity, compensation or otherwise in respect of any Crops which, during the currency of the period of insurance stated in the Schedule:

- a) the Insured sells or otherwise parts with any interest here on, whether temporarily or permanently; or
- b) is subject to any mortgage, instrument by way of security, lien or charge or is held (whether by the Insured or by any other person whatsoever) on trust, hire or commission.

15. Change of risk:

If the interest in the Crops insured passes from the Insured otherwise than by will or operation of law, the insurance ceases to attach unless the Insured, before the occurrence of any loss, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

The Insured shall within twenty-four (24) hours notify the Company by any means of communication 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, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.

For any reason, if farmer changes the Crop planned earlier at the time of buying insurance, such changes should be intimated to Financial Institution at which insurance Proposal was submitted, within 30 days from the cut-off date for buying insurance, accompanied by sowing certificate or other relevant document to this effect issued by concerned official of the State at village level. Where required, the farmer will pay the difference in premium or company will refund difference in premium, as per the premium structure.

Any change or changes in management and key personnel as described in the Proposal form and additional information provided by the Insured are material and shall be advised to the Company accordingly.

16. Good crop husbandry

The Insured shall practice due diligence in the Crop husbandry, care in every respect for the Crops sown/planted and comply with all local requirement for the Crops insured under this Policy so as to minimize, diminish or avoid any loss or damage. The Insured is required to keep written records (log books) of all his farming activities during the whole Policy Period.

17. Insurance of all Fields

The Insured must offer all of the fields upon which he grows Crops for insurance during the Policy Period.

18. Position after a claim

The Insured shall not be entitled to abandon any Crop/ Insured Area, 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. 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 organisation, 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.

20. 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.

21. Duties after a loss

In case of a probable loss to the Crops insured under this Policy, You must comply with the following:

21.1. Give the Company written notice within 48 hours after the occurrence.

21.2. If a probable loss is determined after harvest begins on an insured Crop, notice must be given immediately and a representative sample of the unharvested Crop (at least 2 meters wide and the entire length of the Field) must remain unharvested, unless the Company gives the Insured his written consent to harvest the representative sample.

21.3. Give promptly notice to the Company if, during the period before harvest, the Insured's Crop is damaged to the extent that the Insured does not expect to further care for the Crop or harvest it, or if the Insured wants the Company consent to put the Field to another use, or additional damage occurs after consent to put the Field to another use is given.

21.4. Leave intact any Field which is not to be harvested until the Company makes an inspection of the same.

21.5. Upon the Company request, provide a complete harvesting and marketing record of each Crop, including separate records showing the same information for production from any uninsured Field.

21.6. Sign a withdrawal of claim when the Company's inspection of the Crop determines that there is no payable loss under the terms of this policy.

21.7. It shall be a condition precedent to the payment of any indemnity that the Insured makes available to the Company any and all information requested by the Company and allow his access to the Crops insured to permit him to verify and substantiate the total production of the Crop insured under this policy by insurance unit.

Note:- The Company may reject any claim for indemnity submitted by You and no indemnity payment will be made if any of the requirements of this section are not met.

22. Cancellation

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.

| Cancellation Period | Refund |
|---|------------------|
| Within One Week of inception of cover | 25% of premium |
| Beyond One Week of inception of cover but within 15 days of inception of cover. | 12.5% of Premium |
| Beyond 15 days of inception of cover | NIL |

23. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

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

It is understood, however, that the Insured 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.

However, under Government sponsored schemes, disputed claims / sub-standard claims, if any, will be referred through SLCCCI to Government Of India (GOI) for consideration by Us; and decision of GOI in case of any interpretation of provisions of scheme or disputes will be binding on State Govt. / Insurance Company / Banks and the farmers.

24. Disclaimer Clause

If We shall disclaim Our liability in any claim and such claim shall not have been made the subject matter of suit in a Court of Law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

25. Renewal Notice:

The Company shall not be bound to accept any renewal premium nor give notice that a renewal as 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 unless intimated to the Company and accepted by it in writing. 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.

26. Protection of Policy Holder's Interest

In the event of a claim, if the same is found admissible under the Policy, we shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required).

27. 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.

28. Grievance Redressal:

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours. If the situation so arises that, no reply is received from the Company within one month or the insured is not satisfied with the reply of the company, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of his/her grievance.

The details of Insurance Ombudsman is available at IRDA website: www.irdaindia.org, from the website of General Insurance Council: www.generalinsurancecouncil.org.in or from the office of the Company.

ENDORSEMENT APPLICABLE TO THE POLICY:--

AGREED BANK CLAUSE

It is hereby declared and agreed that upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties. That the receipts of the Bank shall be complete discharge of the Company thereof and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.