



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

KISAN SURAKSHA BIMA YOJNA

UIN: IRDAI/HLT/ITGI/P-P/V.I/07/2016-17

POLICY WORDING

This POLICY is evidence of the contract between You and Us. The proposal form along with any written statement(s), sale declarations of Yours from month to month for purpose of this POLICY FORMS PART OF CONTRACT.

This POLICY witnesses that in consideration of Your having paid the premium for the period stated in the schedule or for any further period for which We may accept the payment for renewal of this Policy, We will insure the Insured Person(s) and accordingly We will pay to insured person(s) his/her beneficiary, nominee or his/her legal heirs as the case may be in respect of events occurring during the period of insurance in the manner and to the extent set-forth in the Policy including endorsements 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 and / or Insured Person(s) have been strictly fulfilled.

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 of Schedule shall bear such meaning whenever it may appear. A fresh policy will be issued every month on sale declaration basis. The premium shall be paid to Us in advance based on the next month's estimate of sale.

The eligibility of the insured person(s), his/her nominee / legal heirs, as the case may be to avail of the benefits of the cover under this policy is dependent on the truth of the information given in the serially numbered printed cash receipt or debit note.

A. Definition of Words:

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.

2. Policy

It means the Policy Booklet, the Schedule and any applicable endorsement or memoranda. The policy contains details of the extent of cover available to insured person(s), what is excluded from the cover and the conditions on which the policy is issued.

3. Schedule

It means latest Schedule issued by Us as part of the policy. It provides details of the insured person(s), which are in force and the level of cover Insured Person (s), have.

4. Capital Sum Insured

It means the monetary amount as per details hereunder:

"**KISAN SURAKSHA BIMA YOJNA**" cover will be available for a Capital Sum Insured specified in the schedule on purchase of minimum amount specified in the schedule. Where the actual purchase value is higher than the minimum amount on which the insurance cover becomes available, the

Capital Sum Insured shall be proportionately increased in relation to the actual purchase value over the minimum purchase value mentioned in the schedule, subject to the maximum Capital Sum Insured mentioned therein at any point of time.

5. Evidence of cover:

The serially numbered printed Cash Receipt or the Debit Note (when insured's product is purchased against Credit) shall be the sole evidence of insurance. No other document or certificate shall be issued by ITGI. The serially numbered printed Cash Receipt or Debit Memo is not negotiable and the person whose name appears in this document shall be deemed to be the Insured person. However the serially numbered printed cash receipt or debit note to be valid must contain the following information:

- i. Name of the buyer; **i.e. insured person.**
- ii. Father/husband name of Buyer's; **i.e. insured person.**
- iii. Full Postal Address of buyer; **i.e. insured person.**
- iv. Date of issue of the bill;
- v. Quantity with brand of Insured's product;
- vi. Name of nominee; and
- vii. Signature/Thumb impression of buyer; **i.e. insured person.**

6. Period of Cover:

Risk under the "KISAN SURAKSHA BIMA YOJNA" policy shall incept from the 31ST day of purchase of Insured's product, as mentioned in the Cash Receipt or Debit memo and shall remain in force or a period of 12 months calculated from the 31st day of issue of cash receipt or debit memo.

7. We/Our/Us

It means IFFCO-TOKIO General Insurance Co., Ltd

8. You/Your

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

9. Insured's product

A product marketed by the Insured and is under the Kisan Suraksha Bima scheme offered by Insured.

10. Insured Person:

Any person who purchases Insured's products during the specified period, as stated in the Schedule.

11. Standard Type of Aircraft

It means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single or multiengine.

12. Injury

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

13. Medical Practitioner

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

14. Accident:

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

15. Air Accident

It shall mean an accident while the Insured Person is on board the standard type of Aircraft and the Aircraft meets with an accident causing injury to Insured Person.

16. Loss of Limbs

It shall mean physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.

17. Physical Separation

It shall mean separation at or above the wrist and/or of the foot at or above the ankle respectively

18. Permanent Total Disablement

The bodily injury, which as its direct consequence immediately and/or in foreseeable future, will permanently, totally and absolutely prevent insured person from engaging in any kind of occupation.

19. Disclosure to information norm

This means the Policy shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

20. Subrogation

It means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

B. COVERAGE

In case of bodily injury which solely and directly causes Insured Person's death loss of limb or Permanent Total Disablement within 12 months of injury, We shall pay to the Insured Person or his/her nominees or in absence of nominees to legal heirs of Insured Person(s) the sum or sums hereinafter set forth.

TABLE OF BENEFITS		PERCENTAGE OF CAPITAL SUM INSURED							
1.	Death resulting solely due to an accident	100							
2.	<table border="0"> <tr> <td>a) Loss of sight (both eyes)</td> <td rowspan="3">} Resulting solely due to an accident</td> <td>50</td> </tr> <tr> <td>b) Loss of two limbs</td> <td>50</td> </tr> <tr> <td>c) Loss of one limb and one eye</td> <td>50</td> </tr> </table>	a) Loss of sight (both eyes)	} Resulting solely due to an accident	50	b) Loss of two limbs	50	c) Loss of one limb and one eye	50	
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b) Loss of two limbs		50							
c) Loss of one limb and one eye		50							
3.	<table border="0"> <tr> <td>a) Loss of sight of one eye</td> <td rowspan="2">} Resulting solely due to an Accident</td> <td>25</td> </tr> <tr> <td>b) Loss of one limb</td> <td>25</td> </tr> </table>	a) Loss of sight of one eye	} Resulting solely due to an Accident	25	b) Loss of one limb	25			
a) Loss of sight of one eye	} Resulting solely due to an Accident	25							
b) Loss of one limb		25							
4.	Permanent Total and absolute disablement resulting solely due to an accident	50							

This policy will be applicable only where the **Insured Person** i.e. the end user of the product is a **farmer**.

C. General Conditions:

1. Reasonable Precaution

You/ Insured person shall take all reasonable precautions to prevent injury in order to minimize claims.

2. Notice

You/ Insured person will give every notice and communication in writing to Our office through which this insurance is affected.

3. Misdescription

The Policy shall be void and all premium paid by You to us be forfeited in the event of misrepresentation or concealment of any material information.

4. Changes in Circumstances:

You/ Insured person must inform Us, as soon as reasonably possible of any change in information You have provided to Us about Insured person which may affect the Insurance cover provided e.g. duty, business, occupation and obtain from Us an endorsement to this effect.

5. Claim Procedure and Requirements

i) Intimation of claim: An event, which might become a claim under the policy, must be reported to Us as soon as possible. In case of death, written notice also of death must, unless reasonable cause is shown, be given before interment/ cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation. Based on the circumstances of the case the insurer may condone the case with delay in intimation beyond one calendar month. A written statement of the claim will be required and a claim form will be provided.

ii) All certificates, information and evidence from a Medical Attendant or otherwise required by Us shall be furnished by You/ Insured person, Your/ Insured person's representative in the manner and form as We may prescribe. In such claims Your/ Insured person's legal

representative, Nominee, beneficiary will allow Our representative to carry out examination and ascertain details if and when We may reasonably require and in the event of death get the post-mortem examination done in respect of body of Insured Person.

For claim purpose, the following documents must be submitted within 2 months of the happening of such event:

i. In case of death

- a. Claim Form
- b. Purchase Bill in original
- c. Copy of FIR
- d. Post Mortem Report

ii. In case of injury claim:

- a. Claim Form
- b. Purchase Bill in original
- c. Copy of FIR if any
- d. Photograph and Medical Certificate from Govt. hospital doctors confirming extent of disability.

6. Fraud

If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without Your knowledge, all benefit(s) under this Policy shall be forfeited.

7. The receipt of the Insured Person, his/ her legal heirs/ nominees shall in all cases be an effective discharge to US.

8. Subrogation:

- i) Insured shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which IFFCO-TOKIO shall be or would become entitled or subrogated upon IFFCO-TOKIO paying any claim under this policy, whether before or after indemnification;
- ii) Insured shall not do or cause to be done anything that may cause any prejudice of IFFCO-TOKIO right of subrogation;
- iii) Insured agree that any recoveries made shall first be applied in making good any sums paid out by or on behalf of IFFCO-TOKIO for the claim and the costs of recovery.

9. Cancellation

- i) We may cancel the policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by You by sending 30(thirty) days notice by registered post to Your last known address. You will then be entitled to, except in case of fraud on Your part, a pro-rata refund of premium for unexpired period of this policy in respect of such insured person in respect for whom no claim has arisen.
- ii) You may cancel the policy by sending written notice to Us under registered post. We will then allow a refund on following scale, except for those insured person for whom claim has been preferred on Us under the current policy:

Period of Cover upto	Annual Premium Rate (%) which will be retained	Annual Premium Rate (%) which will be refunded
15 days	10%	90%
1 months	15%	85%
2 months	30%	70%
3 months	40%	60%
4 months	50%	50%
5 months	60%	40%
6 months	70%	30%
7 months	75%	25%
8 months	80%	20%
9 months	85%	15%
Exceeding 9 months	100%	0%

10. **Notice of Charge**

We will not be bound to take notice or be affected by any notice of any trust, charge, lien or other dealings with or relating to this policy. Receipt of insured person shall in all cases be an effective discharge to Us.

11. **Policy disputes:**

The parties to this policy expressly agree that the laws of the republic of India shall govern the validity, construction, interpretation and effect of this policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the company to be subject to Indian law. All matters arising hereunder shall be determined in accordance with the law and practice of such court within Indian Territory.

12. **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 (thirty) 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 two 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 We have 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.

13. **Disclaimer Clause**

If We shall disclaim Our liability in any claim and such claim shall not have been made subject matter of suit in a court of law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this policy.

14. No sum payable under this policy shall carry any interest/ penalty.

15. The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian rupees. The provisions of this policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

16. **Withdrawal & Alteration of Policy Conditions:**

The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to You at least three months prior to the date when such alteration or revision comes into effect by registered post at Your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to You in advance as per the IRDA guidelines with details of options provided by Us. If We do not receive Your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and You shall have to take a new policy available with Us, subject to terms & conditions.

17. **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(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of Your acceptance of Our offer. In case of delay in payment, We shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by Us.

18. **Grievance or Complaint:**

You may register a grievance or complaint by visiting Our website www.itgi.co.in You may also contact the branches from where You have bought the policy or grievance officer who can be reached at Our corporate office.

Grievance Department details are as mentioned below:

Contact Person: Mr. Amit Jain
E-Mail ID: chiefgrievanceofficer@iffcotokio.co.in
Contact Number: 0124-2850100
Address: IFFCO-Tokio General Insurance Company Limited.
IFFCO TOWER – II
Plot No.3, Sector-29, Gurgaon
Haryana-122001

19. **Payment of premium:**

The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on Our official form signed by Our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by Our authorized official.

20. **Provision for Senior Citizens:**

Separate channel to address the related claims and grievances of senior citizen are mentioned below:

Claims: seniorcitizenclaims@iffcotokio.co.in
Grievance: seniorcitizengrievance@iffcotokio.co.in
Contact Number: 0124-2850100
Address: IFFCO-Tokio General Insurance Company Limited.
IFFCO TOWER – II
Plot No.3, Sector-29, Gurgaon
Haryana-122001

21. **Insurance Ombudsman:**

If You are not satisfied with any issue pertaining to the insurance, You can approach the insurance ombudsman in the respective area for resolving the issue. The contact details of the ombudsman offices are mentioned below:

Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009

D. General Exclusions

We will not pay for any compensation in respect of death, injury or disablement of the Insured Person.

1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, restraint, nationalisation, civil commotion or loot or pillage in connection herewith.
2. Directly or indirectly caused by contributed to by or arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
 - b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
3. Compensation under more than one of the benefits mentioned in respect of same period of disablement, subject to higher compensation being payable.
4. Any other payment after a claim under benefit 1 in "Table of benefits" has been admitted and becomes payable.
5. Any payment in case of more than one claim under Benefits 2, 3 and 4 in "Table of benefits" during any one period of insurance by which Our liability in that period would exceed sum payable under benefit (1) of Table of Benefits stated.
6. Any existing disablement prior to the date of purchase of Insured's product.
7. Payment of compensation in respect of injury as a direct consequence of:
 - a. Committing or attempting suicide, intentional self-injury.
 - b. Whilst under influence of intoxicating liquor.
 - c. Drug addiction or alcoholism.
 - d. Whilst engaging in Aviation or Ballooning or whilst dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
 - e. Pregnancy or childbirth.
 - f. Venereal disease or insanity.
 - g. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
 - h. Committing any breach of law with criminal intent.
 - i. Death due to ailment or other natural causes.