

Issuing Office

## Pradhan Mantri Fasal Bima Yojana

### 1 Recital Clause

Whereas the insured designated in the schedule hereto has by a proposal, dated as stated in the schedule, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Ltd. (hereinafter called the Company), for the insurance hereinafter set forth based on the Scheme, in respect of farmer(s) named in the schedule hereto (hereinafter called the insured persons) and has paid the premium as consideration for such insurance.

### 2 Operative Clause

The Company undertakes, subject to the terms, definitions, exclusions and conditions herein contained, or otherwise expressed herein, that if during the policy period or during the continuance of the Policy by renewal, the insured shall suffer any crop loss hereinafter defined section wise, the Company shall compensate as herein after mentioned under each section subject to the sum insured applicable to each crop.

### 3 Cover

#### 3.1 Prevented Sowing/ Planting Risk

Insured area is prevented from sowing/ planting the crop due to deficit rainfall or adverse seasonal conditions, provided always that such insured otherwise has every intention to sow/ plant.

#### 3.2 Standing Crop (Sowing to Harvesting)

Shortfall in yield resulting from non- preventable risks, viz. drought, dry spells, flood, inundation, pests and diseases, landslides, natural fire and lightning, storm, hailstorm, cyclone, typhoon, tempest, hurricane and tornado.

#### 3.3 Post-Harvest Losses

Damage to harvested crop allowed to dry in cut and spread condition in the field after harvesting against specific perils of cyclone and cyclonic rains and unseasonal rains, for a maximum period up to two weeks (14 days) from harvesting.

#### 3.4 Localized Calamities

Loss/ damage resulting from occurrence of identified localized risks of hailstorm, landslide, and inundation affecting isolated farms in the notified area.

### 4 Definitions

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

**4.2 Average Yield** means average yield of a notified crop in insurance unit (IU) for last 7 years excluding upto 2 declared calamity years

**4.3 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.

**4.4 Crop** includes the following notified crops.

- i. Food crops (Cereals, Millets and Pulses),
- ii. Oilseeds
- iii. Annual Commercial / Annual Horticultural crops

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

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

**4.7 Cut-Off Date** means the dates for completion of various activities related to the implementation of the Scheme, on Crop Calendar of major crops published from time to time by the Directorate of Economics and Statistics, Department of Agriculture, Cooperation and Farmers' Welfare, Ministry of Agriculture and Farmers' Welfare, Government of India.. The cut off date is uniform for both loanee and non loanee cultivators.

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- 4.8 Defined Area or Insurance Unit (IU)** means specified area for the Notified Crop under the policy. State Government /UT will notify Crops and Defined Areas covered during the season in accordance with decision taken in the meeting of SLCCCI. State/UT Government should notify as an insurance unit, Village/Village Panchayat or any other equivalent unit for major crops. For other crops it may be a unit of size above the level of Village / village Panchayat
- 4.9 Endorsement** means any alteration made to the policy which has been agreed to by the company in writing.
- 4.10 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.
- 4.11 Harvesting** means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm.
- 4.12 Indemnity Level** means the notified percentage of indemnity, i.e., 70%, 80% and 90% as mentioned in the Schedule, and which is considered while arriving at the sum insured under the Policy.
- 4.13 Insured** means person(s)/ entity (ies) whose name specifically appears as such in Policy Schedule.
- 4.14 Insured Area** means the area under cultivation which is covered under the Policy and is part of Insurance Unit.
- 4.15 Loanee Farmers** are those Farmers availing Seasonal Agricultural Operations (SAO) loans from Financial Institutions for the notified crop(s).
- 4.16 Non Loanee Farmers** are all farmers other than Loanee Farmers growing notified crop(s) and opting for the Policy.
- 4.17 Notified Crop** is the Crop which is selected for the insured season in the defined area by the insured with the consent of the insurer and which is specifically mentioned in the Policy Schedule
- 4.18 Threshold Yield (TY)** for a crop in a notified insurance unit is the average yield of past seven years (excluding a maximum of two calamity year(s) as notified by State Government/ UT) multiplied by applicable indemnity level for that crop.
- 4.19 Policy** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.
- 4.20 Policy Period** shall mean the period commencing from the Policy Start Date and time and ending on Policy End Date and time as specifically appearing in the Policy Schedule.
- 4.21 Proxy-Indicators** means various indicators which triggers damage notification under various sections of the Policy.
- 4.22 Scale of Finance** means finance required for raising a crop per hectare cultivated land. The scale of finance of different crops in a district is decided every year by District Level Technical Committee.
- 4.23 Schedule** means the schedule, and any annexure to it, attached to and forming part of this policy.
- 4.24 SLCCCI** means State Level Coordination Committee on Crop Insurance.
- 4.25 Scheme** means Pradhan Mantri Fasal Bima Yojana (PMFBY), as per Operational Guidelines published by Department of Agriculture, Cooperation, and Farmer Welfare, Ministry of Agriculture & Farmers Welfare, Government of India.
- 4.26 Sum Insured** means the amount as stated in the Policy Schedule which shall represent the Company's maximum liability for any and all claims incurred under the Policy,

## **5 Exclusions**

The Company shall not be liable to make any payment under the Policy, in respect of any claim in connection with or in respect of:

### **5.1 War Group Perils**

Any loss directly or indirectly caused by or arising from or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.

### **5.2 Radioactivity**

Any loss directly or indirectly caused by or contributed by nuclear weapons/materials or arising from ionising radiation or contamination by any nuclear fuel or from any nuclear waste or combustion of nuclear fuel.

### 5.3 Malicious Damage

Malicious or willful act of the farmer or any of his representative(s) or employee(s).

### 5.4 Preventable Risks

Any loss by risks that is otherwise preventable by the insured by taking suitable measures.

### 6 Sum Insured /Coverage Limit

- i. Sum Insured per hectare for both loanee and non-loanee farmers will be same and equal to the Scale of Finance as decided by the District Level Technical Committee, and would be pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable. Sum Insured for individual farmer is equal to the Scale of Finance per hectare multiplied by area of the notified crop proposed by the farmer for insurance. 'Area under cultivation' shall always be expressed in 'hectare'.
- ii. Sum insured for irrigated and un-irrigated areas may be separate.

### 7 Conditions/ Clauses Precedent to Acceptance to Coverage and Claims

- i. The Company should have received the premium for 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, the concerned bank / intermediaries shall be liable for payment of claims.
- ii. In case of any substantial misreporting by nodal bank /branch in case of compulsory farmers coverage, the concerned bank only shall be liable for such mis-reporting.
- iii. Mere sanctioning/ disbursement of crop loans and submission of proposals/ declarations and remittance of premium by farmer/ bank, without explicit intent to raise the crop, does not constitute acceptance of risk by the Company.

### 8 Acreage Discrepancy

- i. Wherever the 'acreage discrepancy' is likely, the acreage insured at IU level shall be compared with average planted acreage of past three years, and the difference is treated as 'excess' insurance coverage after taking into account sown area data of the Revenue authority.
- ii. Sum insured is scaled down in the proportionate ratio the average of three years' actual planted acreage bears to the insured acreage for the given crop.
- iii. Claims shall be calculated on the scaled down sum insured
- iv. Premium (farmer share and Central and State Government Subsidy) shall be refunded back to Government of India for the portion of sum insured scaled down and the amount may be utilised for improvement of technology/ research/ Impact assessment etc.

### 9 Claim Liabilities

The liability of the Company in case of catastrophic losses computed at the National level for an agricultural crop season, shall be up to 350% of total premium collected (farmer share plus Govt. subsidy) or 35% of total Sum Insured (SI), of all the Insurance Companies combined, whichever is higher. The losses at the National level in a crop season beyond this ceiling shall be met by equal contribution (i.e. on 50:50 basis) from the Central Government and the concerned State Governments.

### 10 Assessment of Claims

#### 10.1 Wide Spread Calamities

In the event that, in the geographical location and during the time period specified in the Schedule to this Policy, the '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 in yield of similar magnitude. The Policy provides coverage against such contingency.

'Claim' shall be calculated as per the following formula:

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

Where,

Threshold yield for a crop in a notified insurance unit is the average yield of past seven years (excluding a maximum of two calamity year(s) as notified by State Government/ UT) multiplied by applicable indemnity level for that crop.

#### 10.1.1 On Account Payment of Claims due to Mid-Season Adversity

In order to provide immediate relief to insured farmers in case of adverse seasonal conditions during the crop season viz. floods, prolonged dry spells, severe drought etc., if expected yield during the season is likely to be less than 50% of Threshold yield, on account payment may be made.

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

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

#### 10.1.1.1 Eligibility Criteria

- i. All notified Insurance Units would be eligible for the cover only if the expected Yield of the affected crop during the season is less than 50% of threshold yield.

- ii. The provision shall be invoked by the State Government through damage notification based on the proxy Indicators.
- iii. The provision could be invoked for a specific crop or group of crops in Notified Insurance Unit, depending on fulfillment of laid down conditions.
- iv. The Company may decide the quantum of likely losses and the amount of 'on-account' payment based on the joint survey of Company and state government officials.
- v. Only those farmers would be eligible for financial support under this cover who has paid the premium / the premium has been debited from their account before the damage notification by the state government invoking this provision for compensation.
- vi. Maximum amount payable would be 25% of the likely claims, subject to adjustment against final claims.
- vii. If adversity occurs within 15 days before the normal harvest time, this provision will not be invoked.
- viii. Claims paid under the section shall be adjusted from the end season area approach yield based claims

#### **10.1.1.2 Proxy-Indicators**

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

#### **10.1.1.3 Conditions**

- i. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity would not make a farmer eligible for the claim.
- ii. The On-account payment would be disbursed by the Company only after the receipt of Government share of premium subsidy.
- iii. On- account payment would be paid to all eligible insured farmers within one month of the notification invoking this provision by the State Government and subject to receipt of loss report from State Government.
- iv. These claims would be adjusted from the end season area approach yield based claims.

#### **10.2 Prevented / Failed Sowing and Prevented Planting / Germination Claims**

In case of widespread incidence of eligible risks (Section 3.1) affecting crops in more than 75% of area sown in a notified unit at early stage leading to total loss of crop or the farmers are not in a position to either sow or transplant the crop shall be covered. The precondition for this cover is issuance of notification of the scheme before commencement of normal sowing process and details of insurance coverage from banks should have been advised to Company.

#### **10.2.1 Eligibility Criteria**

- i. The State Government shall provide Notified Insurance Unit and crop wise normal area sown at the beginning of the season within 15 days.
- ii. Notified Insurance Units will be eligible for "Prevented Sowing/ Planting" pay-out only if more than 75% of Crop Sown Area for notified crop remained unsown due to occurrence of any of the perils mentioned in Section 3.1.
- iii. The provision shall be invoked by the State Government through notification based on the proxy Indicators.
- iv. Only those farmers would be eligible for financial support under this cover who have paid the premium / the premium has been debited from their account before the notification by the state government invoking this provision for compensation.
- v. The State Government would notify crop wise and agro-climatic zone or district wise cut off dates by which, this provision could be invoked.
- vi. The Lump sum payout under this cover shall be limited to 25% of the sum insured and the insurance cover will be terminated.

#### **10.2.2 Proxy-Indicators**

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

#### **10.2.3 Conditions**

- i. The cover will be available for major crops only.
- ii. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity won't make a farmer eligible for claim.
- iii. The Company would disburse the claim within 30 days of the State's order / notification invoking the event of the insured risk provided the data on estimated area sown have been received from State Government.
- iv. The pay-out under the cover would be disbursed by the Company only after the receipt of Government share of premium subsidy.
- v. Insurance Cover would terminate for the affected crop in a Notified Insurance Unit once a claim under this section is invoked and the Affected Insurance Unit/ Crop would not be eligible for area yield based claim calculated at the end of the season.
- vi. This provision would be needed to be invoked within the cut-off date as notified by the state government, beyond which if invoked, no claim would be payable.
- vii. Once this provision is invoked, no fresh enrolment of farmers for the affected notified crops and areas would be done.
- viii. Once exigency is invoked it applies to all the insured farmers in the Notified Insurance Unit for a given crop, including for those whose crop survived

#### **10.3 Post-Harvest Losses**

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

### 10.3.1 Eligibility Criteria

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

### 10.3.2 Proxy-Indicators

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

### 10.3.3 Time and Method of Reporting the Loss/Claims

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

### 10.3.4 Channel of Loss Reporting

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

### 10.3.5 Documentary Evidence Required for Claim Assessment

- i. Duly filled Claim form along with all relevant documents is requisite for payment of claims. However, if information on all the columns is not readily available, semi-filled form may be sent to the Company and later within 7 days of the loss, filled form may be submitted.
- ii. Local Newspaper cutting and any other available evidence to substantiate occurrence of loss event and severity of the loss, if any.

### 10.3.6 Time Frame for Loss Assessment and Submission of Report

- i. Loss assessor shall be appointed by the Company within 48 hours from receipt of information
- ii. Loss assessment to be completed within next 10 days
- iii. Claim settlement/ payment to the farmers to be completed in next 15 days (subject to receipt of premium) from loss assessment report.

### 10.3.7 Conditions

- i. Mere disbursement/ sanction of loan without receipt/ debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
- ii. When affected area is limited upto 25% of total insured 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.
- iii. The pay-out under the cover would be disbursed by the Company only after the receipt of Government share of premium subsidy.
- iv. The Company would disburse the claim, if payable within 30 days of receipt of loss survey report.
- v. 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 widespread claims.
- vi. Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.

## 10.4 Localized Risks

In case of crop losses at individual farm level due to occurrence of localized perils/ calamities viz. Landslide, Hailstorm and inundation affecting part of a notified unit or a plot.

### 10.4.1 Eligibility Criteria

- i. Available to all insured farmers, at farm unit level, affected by above mentioned perils in a Notified Insurance Unit growing notified crops for which insurance has been availed.
- ii. Maximum liability is limited to proportionate Sum Insured of damaged crop's area. This would be based on the proportion of cost of inputs incurred during sowing period to the sum insured.
- iii. Only those farmers would be eligible for financial support under this cover who have paid the premium/the premium has been debited from their account before occurrence of the insured peril.
- iv. Maximum pay-out under this provision would be in proportion to cost of inputs, incurred up to the occurrence of insured peril, subject to the sum insured. If the payout under area approach (based on CCEs data) is more than localized losses, the higher claims of two will be payable to insured farmers.
- v. If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers (who has taken insurance for the notified crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified insurance unit would be deemed to have suffered localised loss and would be eligible for financial support. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the Company.

#### 10.4.2 Proxy-Indicators

Report in the local media or reports of the agriculture/ revenue department.

#### 10.4.3 Time and Method of Reporting the Loss/Claims

- i. Immediate intimation (within 48 hours) by the insured farmer to any one as detailed below (Section 10.4.4).
- ii. Intimation must contain details of survey number-wise insured crop and acreage affected.
- iii. Premium payment verification to be reported in next 48 hours by the farmer/ Bank.
- iv. Mobile application may be used for reporting incidents of localized risks for intimation of events including longitude/ latitude details and pictures using NRSC Mobile App.

#### 10.4.4 Channel of Loss Reporting

Intimation shall be given within 48 hours by farmer either directly to the Company, concerned bank, local agriculture department government/district officials or through toll free number to the Company (Centralised dedicated Toll Free Number for claim intimation, intimations can be redirected to the Company through backend).

#### 10.4.5 Documentary Evidence Required for Claim Assessment

- i. Duly filled Claim form along with all relevant documents is requisite for payment of claims. However, if information on all the columns is not readily available, semi-filled form may be sent to the Company and later within 7 days of the loss, filled form may be submitted.
- ii. Evidence of crop loss through capturing pictures using mobile application, if any.
- iii. Local Newspaper cutting to substantiate occurrence of loss event and severity of the loss, if any

#### 10.4.6 Time Frame for Loss Assessment and Submission of Report

- i. Loss assessor shall be appointed by the Company within 48 hours.
- ii. Loss assessment to be completed within next 10 days
- iii. Claim settlement to be completed in next 15 days (subject to receipt of premium).
- iv. Maximum liability would be limited to proportionate Sum Insured of damaged cropped area

#### 10.4.7 Conditions

- i. Mere disbursement/sanction of loan without receipt/debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
- ii. When affected area is limited upto 25% of total insured 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.
- iii. The pay-out under the cover would be disbursed by the Company only after the receipt of Government share of premium subsidy.
- iv. The Company would disburse the claim, if payable within 30 days of survey of loss.
- v. 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 widespread claims.
- vi. Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.
- vii. Bank would remit farmers premium with farmers list within 7 days of intimation of loss under this section, if not sent earlier.

#### 11 Settlement of Claims

- i. Upfront premium subsidy from Government of India and concerned State/ UT, should have been received for the season, by the Company to enable settlement of claim.
- ii. In case of widespread calamity (end of season claims), once yield data is received from State Government as per the cut-off-dates decided, claims will be worked out as per Declarations/ proposals received from banks / channel partners / insurance intermediaries for each notified area and crops and claims will be approved by the Company.
- iii. In case of farmers covered through Financial Institution, claims shall be released only through electronic transfer, followed by hard copy containing claim particulars, to individual bank branches/ nodal banks; and banks branches/ PACs at grass root level, will credit into accounts of individual farmers within a week of receipt of funds from the Company and shall provide a certificate to the Company along with list of farmers benefited.
- iv. In case of farmers covered on voluntary basis through intermediaries, payable claims will directly credited to the concerned bank accounts of insured farmers and details of the claims shall also be intimated to them.
- v. In case of claims under prevented/failed sowing, localized calamities, postharvest losses; Company will process the claims after assessment and shall release the claims as per procedure given in the relevant sections above.

#### 12 General Conditions

##### 12.1 Disclosure of Information

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of mis-representation, mis-description or non-disclosure of any material fact.

##### 12.2 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.

### **12.3 Condition Precedent to Admission of Liability**

The due observance and fulfillment of the terms and conditions of the Policy, by the insured, shall be a condition precedent to any liability of the Company to make any payment by the Policy.

### **12.4 Material Change**

The Insured shall immediately notify the Company by in writing of any material change in the risk.

#### **12.4.1 Change of Crop**

Loanee and Non Loanee farmers shall notify the Company in writing regarding change in crop, supported by sowing certificate (if applicable), at least 30 days before the cut-off-date for buying insurance or sowing.

### **12.5 Records to be Maintained**

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

### **12.6 Insurable Interest**

During the policy period, the insured/ farmer should possess insurable interest for the notified/ insured crops. The non-loanee farmers are required to submit necessary documentary evidence of land records prevailing in the State (Records of Right (RoR), Land possession Certificate (LPC) etc.) and/ or applicable contract/ agreement details/ other documents notified/ permitted by concerned State Government (in case of sharecroppers/ tenant farmers).

### **12.7 Communication**

- i. All communication should be made in writing.
- ii. The Policy related issues to be communicated to the Policy issuing office of the Company at the address mentioned in the schedule.
- iii. Any change of address, crop or any other change affecting any of the insured person, shall be communicated to the Policy issuing office of the Company at the address mentioned in the schedule
- iv. The Company shall communicate to the insured at the address mentioned in the schedule.

### **12.8 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.

### **12.9 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.

### **12.10 Payment of Claim**

All claims by the Policy shall be payable in Indian currency.

### **12.11 Right to Inspect**

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

### **12.12 Fraud**

The Company shall not be liable to make any payment under if the same is in any manner fraudulent or supported by any fraudulent means or device whether by the insured or by any other person/ entity acting on his behalf.

### **12.13 Cancellation (applicable to policies issued to Non-loanee farmers only)**

- i. The Company may at any time cancel the Policy (on the grounds of fraud, moral hazard, misrepresentation or noncooperation) by sending the insured thirty days' notice by registered letter at insured's last known address, and in such an event, the Company shall not allow any refund.
- ii. The insured may at any time cancel the Policy and in such an event, the Company shall not allow refund of premium.

### **12.14 Territorial Jurisdiction**

All disputes or differences under or in relation to the Policy shall be determined by an Indian court in accordance to Indian law.

### **12.15 Arbitration**

- i. If any dispute or difference shall arise as to the quantum to be paid by the 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 here to or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising 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.
- ii. 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 the Policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the Policy that award by such arbitrator/arbitrators of the amount of expenses shall be first obtained.

#### **12.16 Contribution**

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

#### **12.17 Disclaim Liability**

If the Company shall disclaim liability for a claim hereunder and if the insured person shall not within twelve calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he/ she does not accept such disclaimer and intends to recover his/ her claim from the Company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **12.18 Revision of Terms of the Policy (Following Review of the Scheme)**

The Company, in future, may revise or modify the terms of the Policy including the premium rates following review and modification of the Scheme.

#### **12.19 Free Look Period (available to policies issued on individual basis)**

The Free Look Period shall be applicable at the inception of the Policy.

The insured shall be allowed a period of fifteen days from date of receipt of the Policy to review the terms and conditions of the Policy, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company and the stamp duty charges; or
- ii. where the risk has already commenced and the option of return of the Policy is exercised by the insured, a deduction towards the proportionate risk premium for period on cover

### **13 Redressal of Grievance**

**Grievance Level 1** – In case of any grievance relating to servicing the Policy, the insured person may submit in writing to the Policy issuing office or regional office for redressal.

**Grievance Level 2** – If the grievance remains unaddressed, insured person may contact Customer Relationship Management Dept., National Insurance Company Limited, Chhabildas Towers, 6A, Middleton Street, Kolkata - 700071.

**Grievance Level 3** – If the insured person is not satisfied, the grievance may be referred to “Agriculture Insurance Dept.”, National Insurance Company Limited, 3 Middleton Street, Kolkata - 700071.

For more information on grievance mechanism, and to download grievance form, visit our website [www.nationalinsuranceindia.nic.co.in](http://www.nationalinsuranceindia.nic.co.in).

**The Company shall resolve all the grievances of the insured farmers and other stakeholders in the shortest possible time.**

**Escalation** – Disputed claims / sub-standard claims, if any will be referred within three months of claim disbursement through SLCCCI/ State Government to DAC & FW for consideration and decision of DAC & FW in case of any interpretation of provisions of scheme or disputes will be binding on State Government / the Company / Banks and the farmers.

**Insurance is the subject matter of solicitation**