

Bajaj Allianz General Insurance Company Limited

Corporate Identity Number: U66010PN2000PLC015329. IRDA Registration No.113

Regd. Office & Head Office: Bajaj Allianz House, Airport Road, Yerwada, Pune - 411 006

Pradhan Mantri Fasal Bima Yojana**POLICY WORDINGS****PREAMBLE**

WHEREAS the Insured/Policyholder named in the Policy Schedule has applied to Bajaj Allianz General Insurance Company Limited (hereinafter called "the Company" or "concerned Insurance Company" or "Insurance Company") for the insurance herein contained, the Company agrees to indemnify the loss, if any, incurred by the Insured Beneficiary, basis of and subject to:

- a) Any proposal or other information supplied by Insured or by Banks/Governmental agencies, for and on behalf of the Insured.
- b) disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks insured under this Policy,
- c) Only farmers whose data is uploaded on the National Crop Insurance Portal shall be eligible for Insurance coverage under this Policy, and
- d) forming the basis of this insurance Policy, and the Insured and or Banks/Governmental agencies having paid the premium on behalf of the Insured Beneficiary and the Company having received the Farmers premium and premium subsidy from State and Central Government on or before the due date thereof to grant such insurance cover under the Policy to the Insured Beneficiary subject to the terms, conditions, provisions and exclusions set out in the Schedule, this Policy Terms and Conditions or as contained in any endorsement that may be issued.

DEFINITIONS

- 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.
- 2) **"Bank"** means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India [RBI] to carry on banking business in India. Bank shall also include Cooperative Banks, RRBS or any Financial Institution disbursing/granting credit to the agriculture sector as per relevant guidelines of NABARD/RBI.
- 3) **"Company"** means the Bajaj Allianz General Insurance Company Limited.
- 4) **"Crop" or "Crops"** means the variety of seed and/ or plants the Insured cultivates as mentioned in the Policy Schedule. Cropped has to be construed accordingly.
- 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.
- 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.
- 7) **"Deductible"** The Insured shall first bear an agreed percentage of the value at risk at the time of loss at the insured location as specified in the schedule on each and every loss caused by any insured peril and the Company shall only be liable for any amount in excess of the said loss amount.
- 8) **"Defined Area or Unit area of insurance"** means specified area for the Notified Crop under the Policy.
- 9) **"Endorsement"** means any alteration made to the Policy which has been agreed to by the company in writing.
- 10) **"Exclusion"** means the damages/perils/properties/contingencies which are not covered under the Policy and the Company has no liability in the event of loss occurrence.
- 11) **"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.
- 12) **"Harvesting"** means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm.
- 13) **"Insured Beneficiary"** means the Loanee Farmers or Non-Loanee Farmers who are covered for the Risk covered under this Policy.

- 14) **“Insured Area” or “Insurance Unit”** means the area under cultivation which is covered under the Policy and notified by State Government.
- 15) **“Loanee Farmers”** are those Farmers for whom agricultural loans have been sanctioned or disbursed by Bank / Financial Institutions.
- 16) **“Level of Indemnity”** means the percentage of indemnity as specified in the Policy Schedule.
- 17) **“Major Crops”** defined at District / Taluka or equivalent level. For other crops it may be a unit of size above the level of Village/village Panchayat. For defining a crop as a major crop for deciding the Insurance Unit level, the sown area of that crop should be at least 25% of Gross Cropped Area in a District/ Taluka or equivalent level.
- 18) **“Minimum Support Price”** means a minimum price for a Notified Crop, decided by the Government with a view to ensuring remunerative prices to the farmers for their produce on the basis of the Commission for Agricultural Costs and Prices (CACP) recommendations.
- 19) **“Non-Loanee Farmers”** are those Farmers who have not taken any agricultural loans from Bank / Financial Institutions.
- 20) **“Notified Crop”** is the Crop which is selected for the insured season in the defined area by the Company or selected by the Government authority for the crop insurance with the consent of the Company and which is specifically mentioned in the Policy Schedule. It shall include
 - a) Food Crops (Cereal , Millets ,Pulses)
 - b) Oil seeds
 - c) Annual Commercial /Annual Horticultural Crops
- 21) **“Threshold Yield”** means the threshold yield (TY) or guaranteed yield for a Crop shall be the average yield multiplied by level of indemnity. Average yield will be calculated on the basis of the historical average yield of best five out of last seven years.
- 22) **“Policy”** means the Policy booklet, the Policy Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured Beneficiary, the exclusions under the cover and the terms and conditions of the issue of the Policy.
- 23) **“Policyholder” or “Insured”** means the person(s) or the entity named in the Policy Schedule who is named as the Insured/Policy Holder in the Policy Schedule and is (are) responsible for payment of premium (s).
- 24) **“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.
- 25) **“Proposal”** means any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied by the Policyholder to the Company by or on behalf of the Insured Beneficiary.
- 26) **“Policy Schedule”** means the schedule, and any annexure to it, attached to and forming part of the Policy.
- 27) **“SLCCCI”** means State Level Coordination Committee on Crop Insurance as per Pradhan Mantri Fasal Bima Yojana.
- 28) **“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,
“Terrorism” means an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organisation(s) or associations(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organisation(s) or association(s) are or are not banned any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or firearms or other lethal weapons or poisons or noxious gases or other chemicals or by any other substances (whether biological or otherwise) of a hazardous nature or by any other means whatsoever, with intend to cause, or likely to cause, death or, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defence of India or in connection with any other purposes of the Government of India, any State Government or an of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.
- 29) **“Theft”** means whoever, intending to take dishonestly any movable property out of the possession of any person without that person’s consent, moves that property in order to such taking, is said to commit theft.
- 30) **We, Our, Ours, Us, the Company** means the Bajaj Allianz General Insurance Company Limited.

SCOPE OF COVER

UIN: IRDAN113CP0001V02201617

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to indemnify the Insured Beneficiary for crop Loss to the Insured Crop due to the occurrence of the following risks during the period of Insurance and as per criteria under **Pradhan** Mantri Fasal Bima Yojana, from time to time, if applicable during Policy Period.

a) **Prevented sowing/planting risk**

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

b) **Standing Crop (Sowing to Harvesting):** Comprehensive risk insurance is provided to cover yield losses due to non-preventable risks, viz. Drought, Dry spell, Flood, Inundation, widespread Pests and Disease attack, Landslides, Fire due to natural causes, Lightening, Storm, Hailstorm and Cyclone.

c) **Post-Harvest Losses :** Coverage is available only upto a maximum period of two weeks from harvesting, for those crops which are required to be dried in cut and spread / small bundled condition in the field after harvesting against specific perils of Hailstorm, Cyclone, Cyclonic rains and Unseasonal rains.

d) **Localized Calamities** Loss/damage to notified insured crops resulting from occurrence of identified localized risks of Hailstorm, Landslide, Inundation, Cloud burst and Natural fire due to lightening affecting isolated farms in the notified area.

OPTION TO CHANGE CROP NAME

- 1) The Insured Beneficiary Covered on Voluntarily basis can avail of the insurance cover before actual sowing/planting based on advance Crop planning. For any reason if the Insured Beneficiary changes the Crop planned earlier, he/she should intimate the change to the Company up to 2 working days before the cutoff date for enrolment/buying insurance through financial institution /channel partner /insurance intermediary /directly as the case may be along with difference in premium payable, if any, accompanied with sowing certificate issued by concerned village /sub district level official of the State. Excess premium, if any, will be refunded by the Company
- 2) Loanee Farmers can also change the name of the Insured Crop from the original Crops indicated in the loan application but such change should be submitted in writing to the concerned bank branch up to 2 working days before cut-off date for enrolment and accordingly their newly proposed crops should be insured.
- 3) Changes from non-notified Crops to notified Crops without submitting the sowing certificate is not permissible

EXCLUSIONS

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

- 1) The burning of the Crop by order of any public authority.
- 2) Malicious, willful act or gross negligence of the Insured Beneficiary or any of his representative(s) or employee(s).
- 3) Any peril not specifically covered under the Policy.
- 4) Other preventable risks.
- 5) Consequential loss whether or not caused by an insured peril.
- 6) Theft / clandestine sale of the Insured Crop
- 7) Intentional destruction of the Insured Crop
- 8) Action of birds and animals including grazed and destroyed by Domestic and/or wild animals
- 9) Loss occurring prior to commencement of risk.
- 10) 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
- 11) Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds or any consequences thereof.
- 12) Harvested Crops bundled and heaped at the place before Threshing,
- 13) The Bank/Government has not provided the correct data/provided incorrect data, due to which the claim cannot be considered by the Company.

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SUM INSURED

- 1) Sum Insured per hectare for both **Loanee Farmers** and **Non-Loanee Farmers** will be same and equal to the Scale of Finance as decided by the District Level Technical Committee/State level Technical Committee, and would be pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable.
- 2) Sum Insured for individual farmer will be same and equal to the Scale of Finance per hectare multiplied by the area of the notified Crop proposed by the Insured Beneficiary farmer for insurance. Area under cultivation shall always be expressed in Hectare.
- 3) Sum insured for irrigated and un-irrigated areas may be separately indicated.

ASSESSMENT OF CLAIMS

Widespread Calamities – If the “Actual Yield” per hectare of the insured Crop for the insurance unit (on the basis of requisite number of Crop cutting experiments) in the insured season, falls short of the specified “Threshold Yield”, all the Insured Beneficiary growing that Crop in the defined area are deemed to have suffered shortfall of similar magnitude in their yield.

CLAIM SHALL BE CALCULATED AS PER THE FOLLOWING FORMULA

Threshold – Actual Yield/ Threshold Yield* Sum Insured

Where Threshold yield for a Crop in a notified insurance unit is the average yield of best 5 years from past seven years of that season multiplied by the applicable indemnity level for that Crop

A) ON ACCOUNT PAYMENT OF CLAIMS DUE TO MID SEASON ADVERSITY

Insurance cover will be provided to the farmers to provide immediate relief [“On-Account “] in case of adverse seasonal conditions during the crop season viz. floods, prolonged dry spells, severe drought etc., wherein expected yield during the season is likely to be less than 50% Normal Yield.

Eligibility Criteria:

- All notified IUs would be eligible for “ON ACCOUNT” payment only if the expected Yield of the affected crop during the season is less than 50% of Normal Yield.
- The provision could be invoked for a specific crop or group of crops in notified IU, by the State Govt. through damage notification based on the proxy indicators and depending on fulfilment of laid down conditions
- The quantum of likely losses and the amount of ‘on-account’ payment shall be decided based on the joint survey by Insurance Company and State Govt. officials.
- Only those farmers would be eligible for financial support under this cover who have paid the premium / the premium has been debited from their account before the damage notification by the State Govt. for invoking this provision for compensation. Banks must ensure to debit farmers premium within 15 days from sanction/renewal of KCC/crop loan to provide benefit of this add on products, failing which banks will be liable to meet the claim liabilities of uncovered eligible farmers.
- Amount payable would be 25% of the likely claims, subject to adjustment against final claims.
- If adversity occurs within 15 days before the normal harvest time, this provision will not be invoked. Then the losses will not qualify under this provision.
- If the criteria under **Pradhan Mantri Fasal Bima Yojana for ON ACCOUNT payment changes, from time to time, and if such criteria are applicable during Policy Period, then such changed criteria will be applicable.**

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

LOSS ASSESSMENT PROCEDURE FOR ON ACCOUNT PAYMENT

- 1) Joint committee of State Government and the Company for assessment of Crops damage, has to be formed and notified before start of the Crop season by the SLCCCI for each district.
- 2) This Joint Committee shall decide the eligibility for on-account payment based on the weather data (available AWS notified by the Government)/long term average rainfall data/satellite imagery supported by estimated yield losses at notified Insurance Unit level. Loss intimation order has to be issued within 7 days from the adverse seasonal event.

- 3) Based on the above report, a joint inspection of the affected area may be done by Insurance Company along with State Government officials for ground truthing using mobile phone app and arrive at the extent of loss.
- 4) Information/ Services of Mahalanobis National Crop Forecast Centre (MNCFC), Indian Space Research Organisation (ISRO) or State Remote Sensing Centres (SRSC) may also be utilized for determination of extent of loss, using satellite data, for On-Account payout.
- 5) If the expected loss of the affected Crop is more than 50% of the normal yield for the Notified Insurance Unit, On-Account payment would be payable.
- 6) On-account payment would be calculated as per following formula:

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

TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

- 1) An order will be issued by Nodal Department of State Government defining eligibility of On Account payment with details of affected Insurance Units within 7 days from the occurrence of adverse seasonal event.
- 2) Loss assessment report at the affected insurance unit level has to be completed by the Joint Committee within 15 days from occurrence of the adverse seasonal event.

CONDITIONS

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

B) FOR PREVENTED /FAILED SOWING AND PREVENTED PLANTING /GERMINATION CLAIMS

Insurance cover will be provided to farmers in case of widespread incidence of eligible risks affecting crops in more than 75% of area sown in a notified unit at early stage, but not later than 15 days from cut off date for enrolment, leading to total loss of crop or the farmers are not in a position to either sow or transplant the crop.

Eligibility Criteria:

- Notified IUs will be eligible for "Prevented Sowing/ Planting" pay-out only if more than 75% of Crop wise normal sown area for notified crop in the IU remained unsown/prevented sowing/germination failure during sowing period due to occurrence of widespread incidence of eligible risks.
- The provision is invoked by the State Govt. through notification based on the proxy Indicators. Insurance Companies may also provide input to the State in this regard with substantial evidence for consideration within the stipulated time so that claim of Insurance Companies may be verified by them. If Insurance Company makes such a case then State Govt. is bound to get it examined within a stipulated time of 7 days and in case State Govt. thinks that Prevented Sowing is not made out then they should inform Insurance Companies giving cogent reasons for the same.
- Only those farmers would be eligible for financial support under this cover who have paid the premium / the premium has been debited from their account before the damage notification by the State Govt. for invoking this provision for compensation. Banks must ensure to debit farmers premium within 15 days from sanction/renewal of KCC/crop loan to provide benefit of this add on products , failing which banks will be liable to meet the claim liabilities of uncovered eligible farmers.
- The State Govt. would notify crop wise and agro-climatic zone or district wise cut-off dates by which, this provision could be invoked but this notification should not be later than 15 days from cut off date for enrolment of farmer.
- Insurance companies may appeal to invoke prevented sowing within prescribed period with proper evidence. In case, this provision is not invoked by the DL JC, Insurance Company may escalate the same in writing to State Govt.

Proxy-Indicators: Indicators to be used for loss intimations could be rainfall data, other weather data, satellite imagery and crop condition reports by district level / State Govt. official, media reports and area sown data released by State Govt.

LOSS ASSESSMENT PROCEDURE:

- 1) State Government would declare a Notified Insurance Unit as having suffered Prevented or Failed Sowing/ Planting conditions with approximate areas in percentage of the unit.
- 2) The Lump sum payout under this cover would be 25% of the sum insured and the insurance cover will be terminated.

CONDITIONS

- 1) The cover will be available for Major Crops only.
- 2) Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity won't make a farmer eligible for claim.
- 3) This provision would be needed to be notified within 15 days of the cut-off date of enrolment by the State Government, beyond which if invoked, no claim would be payable.
- 4) The Company would disburse the claim within 30 days of the State's order / notification invoking the event of the insured risk, subject to the data on estimated area sown having been received from State Government.
- 5) The pay-out under the cover would be disbursed by the Insurance Company without waiting for the receipt of final Government share of premium subsidy.
- 6) Insurance Cover would terminate for the affected Crop in a Notified Insurance Unit once a claim under this section is invoked and the Affected Insurance Unit/ Crop would not be eligible for area yield based claim calculated at the end of the season.
- 7) Once this provision is invoked, no fresh enrolment of farmers for the affected notified Crops and areas would be done.
- 8) Once exigency is invoked it applies to all the Insured Beneficiary farmers in the Notified Insurance Unit for a given Crop, including for those whose Crop survived.
- 9) Bank would remit farmers' premium to Insurance Company, with Loanee Farmers list, within 7 days of intimation of loss under this section, if not uploaded earlier on Portal. However, this option must be exercised as last recourse with proper justification.

C) FOR POST HARVEST LOSSES DUE TO UNSEASONAL RAINS ETC

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

Eligibility criteria:

- Available to all Insured Beneficiary farmers, at farm unit level, affected by above mentioned perils in a Notified Insurance Unit growing notified crops for which insurance have been availed.
- Available for all crops damaged by specified perils, which are left in the field after harvesting in "cut and spread condition"/small bundled conditions for drying upto a period of 14 days from harvest. State Govt. shall also notify the normal harvesting period of each crop.

Proxy-Indicators: Rainfall data substantiated by media Report in the local media or reports of the Agriculture/ Revenue Department supported by media Report and other evidences.

LOSS ASSESSMENT PROCEDURE:

TIME AND METHOD OF REPORTING THE LOSS/CLAIMS

- 1) Immediate intimation (within 72 hours) by the Insured Beneficiary farmer to any one as detailed below.
- 2) Intimation must contain details of survey number-wise insured Crop and acreage affected.
- 3) Premium payment verification to be done from portal and in case of need, may be verified from the bank and bank shall provide the payment verification within next 48 hours of receipt of such request.

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WHOM TO BE REPORTED (CHANNEL OF REPORTING)

Immediate Intimation [within 72 hours] by the Insured Beneficiary farmer either directly to the Insurance Company, concerned bank, local agriculture department Govt./district officials or through toll free number (Centralised dedicated Toll Free Number for claim intimation/ intimations can be redirected within 48 hours to respective Insurance Companies through backend) to the Insurance Company or on NCIP. First mode of intimation will be centralised Toll Free Number, followed by the order/loss report issued by concerned officials of district administration to Insurance Company for conducting the individual level investigations. The concerned bank/intermediary would verify the Insured Beneficiary details like crop insured, sum insured, premium debited and date of debit & remittance for conducting investigation/assessment.

DOCUMENTARY EVIDENCE REQUIRED FOR CLAIM ASSESSMENT

Duly filled Claim form along with all relevant documents is necessary for payment of claims. ICs shall complete all formalities for payment of such claims like local newspaper cutting and any other available evidence to substantiate occurrence of loss event and severity of the loss, if any.

APPOINTMENT OF LOSS ASSESSORS BY THE COMPANY

- 1) The loss assessors would be appointed by the Insurance Company for assessment of Post-harvest losses (Yield-index Insurance). The loss assessors appointed should possess following experience and qualification:
 - Diploma in any subject with minimum 2 years relevant experience /degree in Agri and allied subjects with one year experience).
 - Retired Govt. officials of Agriculture/ Horticulture/ Extension Department
 - Retired Bank officials with experience of crop loaning or KCC.
- 2) For compliance of the above provisions the Insurance Companies would empanel the suitable loss assessors for using their services as and when required.
- 3) The loss would be jointly assessed by a team comprising of loss assessor appointed by the Company, block level agriculture officer and the concerned farmer.

TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

- 1) Appointment of loss assessor within 48 hours from receipt of information
- 2) Loss assessment to be completed within next 10 days
- 3) Claim settlement/ payment to the farmers to be completed in next 15 days (subject to receipt of premium) from loss assessment report.
- 4) If the affected area under a notified Crop is more than 25% of the total cropped area in a notified insurance unit, all the eligible farmers (who have taken insurance for the notified Crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified insurance unit would be deemed to have suffered post-harvest loss and would be eligible for financial support. Percentage of loss would be arrived at by the Company through requisite percentage of sample survey (as decided by the Joint Committee) of affected area.
- 5) If the claim on area approach (based on CCEs) is more than the claims of the Post-Harvest losses, the difference in the claims will be payable to affected farmers. If claim for Post-Harvest is higher, no recovery will be applicable from affected farmers.

CONDITIONS

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

D) FOR LOCALIZED RISKS

The Scheme provided for insurance cover at individual farm level to crop losses due to occurrence of localized perils/ calamities viz. Hailstorm, Landslide, Inundation, Cloud burst and Natural fire due to lightning affecting part of a notified unit or a plot.

For the purpose of indemnification of crop losses due to inundation as localised claim, Inundation is a situation where insured field is covered or submerged by water due to rise in water level by rainwater that has fallen naturally from the sky or from an artesian well or flood water locally and where water stays for prolonged period and causes visible damage to the crop.

Eligibility Criteria:

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

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

LOSS ASSESSMENT PROCEDURE:**TIME AND METHOD OF REPORTING THE LOSS/CLAIMS**

- 1) Immediate intimation (within 72 hours) by the Insured Beneficiary farmer to any one as detailed below.
- 2) Intimation must contain details of survey number-wise insured Crop and acreage affected.
- 3) Premium payment verification to be done from portal and in case of need, may be verified from the bank and bank shall provide the payment verification within next 48 hours of receipt of such request.
- 4) Mobile application may be used for reporting incidents of localized risks for intimation of events including longitude/ latitude details and pictures using Mobile App to be developed by DAC&FW

WHOM TO BE REPORTED (CHANNEL OF REPORTING)

Intimation may be given within 72 hours by farmer either directly to the Company, concerned bank, local agriculture department Govt./district officials or through toll free number to the Company or on NCIP. First mode of intimation will be Centralised Toll Free Number followed by the order/loss report issued by concerned officials of district administration to Company for conducting the individual level investigations. In case the concerned farmer's details are not available on National Crop Insurance Portal, the concerned bank/intermediary would verify the Insured Beneficiary details like crop insured, sum insured, premium debited and date of debit & remittance for conducting investigation/assessment.

DOCUMENTARY EVIDENCE REQUIRED FOR CLAIM ASSESSMENT

- 1) Duly filled Claim form along with all relevant documents is necessary 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.
- 2) Evidence of Crop loss through capturing pictures using mobile applications.
- 3) IMD report, Media report, Local Newspaper cutting to substantiate occurrence of loss event and severity of the loss, if any.

APPOINTMENT OF LOSS ASSESSORS BY THE COMPANY

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- 1) The loss assessors would be appointed by the Company for assessment of losses due to incidence of Localized Risks (Yield –index Insurance). The loss assessors appointed by the Company should be in accordance with the IRDAI provisions. The loss assessors appointed should possess following experience and qualification:
 - Diploma in any subject with minimum 2 years relevant experience /degree in Agri and allied subjects with one year experience).
 - Retired Govt. officials of Agriculture/ Horticulture/ Extension Department having Diploma/B.Sc(Ag.) degree.
 - Retired Bank officials with experience of crop loaning or Kisan Credit Card (KCC).
- 2) For compliance under the above provisions the Insurance Companies would empanel the suitable loss assessors for using their services as and when required.
- 3) The loss would be jointly assessed by a team comprising of loss assessor appointed by the Company, block level agriculture officer and the concerned farmer.

TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

- 1) Appointment of loss assessor within 48 hours
- 2) Loss assessment to be completed within next 10 days
- 3) Claim settlement to be completed in next 15 days (subject to receipt of farmers premium)
- 4) Maximum liability would be limited to proportionate Sum Insured of damaged Cropped area.

CONDITIONS

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

PROCEDURE FOR SETTLEMENT OF CLAIMS TO THE FARMERS

- 1) Tentative final share of Govt. subsidy (2nd instalment), both Central and State, on the basis of business statistics finalized on portal after 30 days of period specified for auto approval of applications on portal should have been received by the Company to enable them to settle the Actual Yield based claims arising out of wide-spread calamity as well as for claims against post harvest losses. However, for settlement of On-Account payment of claims, prevented sowing/planting/germination claims and Localized calamity claims, advance subsidy (1st instalment) of 50% of 80% of respective Central/State Govt. share in corresponding previous season should have been received for the season/area(s)
- 2) Threshold Yield for all notified crops at each IU level shall compulsorily be part of the notification for the season and shall not change at any point during that season. Crop-IU wise historical Average Yield, Calamity Years, Indemnity level and Threshold Yield shall be uploaded on the Portal by the concerned State Nodal Department at the time of release of notification only and shall be verified and accepted by the concerned Insurance Company within given timelines. In order to avoid manipulation/misuse of information at field level, threshold Yield shall not be a part of public information before payment of claims for that season.
- 3) The DLMC will be required to upload/enter the details of crop loss as per the Joint Loss Survey conducted by DLJC for all intermediate loss events viz. prevented sowing/planting/germination failure & Mid-season Adversity on the National Crop Insurance Portal. Similarly, the crop loss details for localized losses and post-harvest loss events shall be entered by the Company on the Portal. Once the Actual Yield data is available on the Portal, the same shall be verified and approved by the concerned District/State authorities. For those experiments which were conducted offline/without mobile application, the Actual Yield data shall be uploaded by the concerned District administration or State nodal department on the Portal itself.
- 4) The loss reports and Actual Yield data shall be approved/reverted (in case of any discrepancy/concern on the authenticity/correctness of report/data) by the Company based on which the eligible claims shall be calculated through the Portal and accordingly the payment of claims shall be initiated by the Company and remitted directly

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into Insured Beneficiary's account as per pre-defined timelines. The application wise payment details viz. amount, reference number, date etc. shall be entered/ synchronised with the National Crop Insurance Portal for future reference and audit purpose.

- 5) In case of widespread calamity (end of season claims), once yield data is received/finalized from State Govt. as per the cut-off-dates decided, claims will be worked out on the National Crop Insurance Portal as per declarations/ approved proposals & covered farmer's data received from banks / channel partners / insurance intermediaries for each notified area and crops and accordingly the claims will be approved by Competent Authority of the Company.
- 6) In case of farmers covered through Financial Institution, claims shall be released only through electronic transfer directly into Insured Beneficiary farmer's given bank account, followed by details containing claim particulars, to individual bank branches/ nodal banks; Bank Branch should also display particulars of claim disbursement on notice board to enable spread of awareness and inclination amongst farming community for risk mitigation through crop insurance. The Company is required to compulsorily upload the claim details against each Insured Beneficiary farmer on National crop insurance Portal.
- 7) In case of farmers covered on voluntary basis through intermediaries, payable claims will directly be credited to the bank accounts of concerned Insured Beneficiary farmers and details of the claims may also be intimated to them. The list of beneficiaries shall also be uploaded on National Crop Insurance Portal immediately.
- 8) In case of claims under prevented/failed sowing, localized calamities, postharvest losses; the Company will process the claims after assessment and shall release the claims as per detailed procedure given in the relevant sections above.
- 9) The claim settlement intimation shall be sent to each Insured Beneficiary farmer through SMS from the Portal itself. State Govts, Banks & the Company shall ensure correctness of data before hand viz. Threshold Yield, Actual Yield, Insured Area, Sum Insured and Indemnity levels etc. Responsibility of any error, omissions and mis-reporting shall lie with the concerned State Nodal Department and the Company. State Govt. & the Company shall resolve all the grievances of the Insured Beneficiary farmers and other stakeholders in the shortest possible time.
- 10) In any situation, State Govt. can not reopen/ re calculate claims after 30 days of claims settlement for notified crop(s) at notified unit. Disputed claims / sub-standard claims , if any, due to erroneous data may be referred within this time to SLCC/STAC and further to Technical Advisory Committee (TAC), if required, for consideration and decision.

IMPORTANT CONDITIONS /CLAUSES APPLICABLE FOR COVERAGE OF RISKS

- 1) 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.
- 2) 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.
- 3) 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.

ACREAGE DISCREPANCY

- 1) Some areas in the past have reported excess insurance coverage vis-à-vis planted acreage, leading to over-insurance. Ideally the discrepancy should be handled at farm level to protect the interest of farmers with genuine insurance coverage. All suitable measures are being taken by concerned stakeholders for de duplication with the help of Aadhaar Number, land records, banks records, revenue records and proposal/loan application of Insured Beneficiary farmers. The details of individual Insured Beneficiary farmers are being collected on National Crop Insurance Portal for de duplication. However, in the absence of digitized farm records on a GIS platform and its integration with the Portal, it would be cumbersome to physically verify each farm when the reported discrepancies are comparatively large compared to the sown areas. Moreover, the scheme also covers the risk of prevented sowing/germination failure which is not being included in sowing areas furnished by the State Government for arriving of sown area of crop during the season. State wise List of such major crops will be notified by DAC&FW in consultation with MNCFC from time to time before beginning of every season.
- 2) Under the scheme, notified crops are being insured the Companies on the basis of actuarial premium rate, hence, it is not our prerogative to reduce the Sum Insured and resultant claims on the application of ACF. However, to rationalize the government subsidy, it the responsibilities of all concerned stakeholders including farmers and financial institutions to insured the crop which farmer actually intend to sow/actually sown. Option to change the insured crop has also been provided under the scheme for reporting of crop(s) actually sown for the insurance. There is also a provision to indemnify the crop losses due to localized perils on the basis of survey of

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- individual plot/field under insured crops. Any wrong reporting of insured crops may lead to forfeiting of claims, if the crop actually sown and insured will be different.
- 3) Area Discrepancy will be applied only to those major crops for which Normal area sown data at the Block/Taluka level shall be provided by MNCFC based on the remote sensing data etc after factoring the areas remains unsown and failed germination/plantation due to adverse climatic conditions and shall be made available on National Crop Insurance Portal. No other data from any source including State Govt. will be considered.
 - 4) However, any mass irregularities/anomalies in insuring of excess area i.e. more than the published cultivable area at Taluka level should compulsorily be brought to the notice of DAC&FW, in writing after cut off date of enrolment but before the period specified for reconciliation with banks along with facts/documents and list of bank branches etc so that the same may be examined by the Government and rectified by concerned bank itself before finalisation of business Statistics for the season on Portal
 - 5) Decision of GOI in applicability of discrepancy in insured area shall be binding on all.
 - 6) If the difference between insured area and sown area provided by MNCFC is >30% at Block/Tehsil/ Taluka , all IUs of such Block/Tehsil/ Taluka will fall under acreage discrepancy category and should be treated as having 'excess' insurance coverage.
 - 7) Data on application of ACF shall be uploaded on National Crop Insurance Portal.
 - 8) Accordingly excess insured area shall be treated as un-insured and corresponding farmer's premium will be forfeited and the same will be surrendered to Technology Fund of GOI and may be utilized for leveraging technology in PMFBY for improvement of technology/research/Impact assessment etc and towards assistance to States for cost of incremental CCEs
 - 9) Premium subsidy refunded by ICs due to application of ACF shall be refunded to Central/State Govt. in ration of 50:50

MONITORING AND REVIEW OF THE SCHEME

- 1) State Level Coordination Committee on Crop Insurance (SLCCCI) of the concerned State will be responsible for monitoring of the Schemes/programme in its State. However, a National Level Monitoring Committee (NLMC) under the chairmanship of Secretary, DAC & FW will monitor the Scheme at the national level.
- 2) It is proposed to take following monitoring measures for effective implementation during each crop season to ensure maximum benefits to the farmers:
 - a) The Bank branches/CSCs/ intermediaries may collect the details of individual Insured Beneficiary farmers (both Loanee Farmers and Non-Loanee Farmers) like name, fathers' name, Bank Account number, Aadhaar number village, categories – small and marginal/SC/ST/women, insured acreage, insured crop(s), sum insured, premium collected, Govt. subsidy etc and submit electronically using web form or CBS Integration module along with electronic submission of crop wise consolidated declarations on or before final cut-off date.. Yield data based on CCEs shall be made available online on National Crop Insurance Portal to the Company by the State Govt. within a month from the date of final harvest of individual crop.
 - b) Calculation of ACF if any shall be made immediately after receipt of insured acreage and sown area data but not later than the onset of CCEs similarly any anomaly in the actual yield data shall immediately be brought into the notice of concerned State Govt. and not later than 15 days from final receipt of actual yield data as detailed in Acreage Discrepancy.
 - c) The Company shall calculate crop-wise, IU wise payable claims based on the actual yield data and threshold yield given at the time of tendering. Accordingly the payable claims subject to payment of full premium share by the Central and State Govt for the season shall be remitted by the Insurance Companies directly into benefitted farmer's accounts electronically, payment details for which shall be updated on the National Crop Insurance Portal on daily basis.
 - d) After receiving the claims amount from the Company, the financial institutions/banks should display the list of the beneficiaries/details of claims (both Loanee Farmers and Non-Loanee Farmers) on the notice board of the branch within seven days with details of beneficiaries like Name of farmers/beneficiaries, crops insured, sum insured, amount of claims received etc.
 - e) The list of beneficiaries (Bank-wise and insured area-wise) shall also be uploaded/ placed on the website of the Company with proper provisions and mechanisms of public grievance redressal/feed-back etc. State Govts./UT should ensure that crop insurance products provide comprehensive insurance coverage to the farmers on sound insurance principles and provide the best value for the premium. State Govt. may also review the progress of Scheme periodically and undertake impact assessment after the completion of each season and send their suggestion/ recommendations to this Department for making further improvements in the Scheme.
 - f) About 5% of the beneficiaries may be verified by Regional Offices/Local level Offices of ICs who will send the feedback to concerned DLNC and State Govt./SLCCCI on Crop Insurance.
 - g) At least 10% of the beneficiaries verified by the IC may be cross verified by the concerned DLNC and they should send the feed back to State Govt.

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- h) 1 to 2% of the beneficiaries may be verified by the Head Office of the IC/Independent Agencies appointed by the Central Govt./NLMC and they should send the necessary feed back to Central Government.

GRIEVANCE REDRESSAL MECHANISM

- 1) At the initial level, for grievance redressal, each district shall designate district level grievance redressal officer preferably District Agri Officer to respond to the grievances of Farmers, Banks, the Company etc. within 7 days of receipt of grievance. In case of dissatisfaction the matter may be brought before District Level Grievance Redressal Committee (DGRC).
- 2) **District Level Grievance Redressal Committee (DGRC):** a district level monitoring Committee shall act as a grievance redressal Committee for redressal of grievances of Farmers, Banks, Insurance Company, District Authority/Department. This Committee will be headed by District Magistrate/Collector and representatives of Farmers, LDM/Banks, DDM NABARD, Insurance Company and concerned District Authority/Department shall be appointed as members. This Committee may also invite subject specialists/experts from University/IMD/commodity Boards/Research Institutions, SRSC etc. if deemed necessary. The Committee will dispose the matter within 15 days. The decision of the Committee shall be accepted by all the parties and in case of disagreement with the decision; the same shall be represented to the State Level Grievance Redressal Committee (SGRC) within 15 days from the decision of DGRC. In case the DGRC doesn't take the matter for discussion within 7 days from submission of grievance or the grievance has wider scope of effect impacting more number of districts or there is a breach of guidelines by any of the stakeholder or the grievance matter exceeds Rs. 25 Lakh in monetary terms, the matter may be directly raised at State Level Grievance Redressal Committee.
- 3) **State Level Grievance Redressal Committee (SGRC):** a State level monitoring Committee shall act as a grievance redressal Committee for redressal of grievance of Farmers, Banks, Insurance Company, District Authority/Department which does not get settled at DGRC. This Committee will be headed by Principal Secretary/Secretary of Nodal Department, SLBC/Banks, CGM NABARD, Insurance Company and concerned State Authority/Department shall be appointed as members. This Committee may also invite subject specialists/experts from University/IMD/research institutions/commodity Boards/, State Remote Sensing Agency, STSU, STAC etc. if deemed necessary. The Committee will dispose the grievance within 15 days time of receipt of grievance. The decision of the Committee shall be accepted by all the parties.

PENALTY AND PERFORMANCE MONITORING/EVALUATION OF EMPANELLED INSURANCE COMPANIES

S. No	Topic	Pre-condition/ Remarks	Remarks on Monitoring method	Remarks on Points Criteria	Rationale
Key Penalty/Performance Indicators					
1.	Withdrawal of Bids after being L1	State follows the OGs for calling for bids and selection of Insurance Company. Post tendering, no additional terms/clauses allowed Announcement of L1 bidder within 3 working days of schedule opening date of bids and work order given within 3 weeks.	Selected L1 bidder withdraws its bid after the announcement of L1 bidder is made and/or work order is released	If bids are withdrawn by the Insurance Company: a) 1 cluster/state : 5 Points b) > 1 cluster/State : 15 Points Additionally, financial losses, if any, to the State Govt., in retendering due to withdrawal of selected bidders and additional premium subsidy due to increase in actuarial premium rates from previously declared L1 rates, will be recovered from withdrawing L1 bidder.	With a view to ensure well worked out rational rating practice and professional handling of bids
2.	Enrolment of Loanee	1) At least 30 days marketing window	1. Applicable If number of farmers enrolled during the	1. If company-wise at all India level	To increase coverage

	Farmers and Non-Loanee Farmers	should be available to the Insurance Company post notification. 2) Post tendering, separate target should not be entrusted by the State Govt.	season is decreased over similar season during previous year. The comparison would be made for same district coverage during previous year, even if the district was allotted to other company. 2. If separate target fixed for enrolment for Non-Loanee Farmers in the Tender documents could not achieved by any Insurance Companies.	coverage of Non-Loanee Farmers decreases by: (a) < 25% : 5 Points (b) >25% : 10 Points 2. If target of enrolment of Non-Loanee Farmers not achieved in the bidden cluster(s), -1% of Gross premium of such clusters would be forfeited as penalty and shall be deducted from final instalment of premium subsidy.	under the Scheme
3.	Settlement of Claims within 21 Days	This clause would be applicable for location-crop combination where yield data is undisputed and received within notified and specific cut off date	All eligible undisputed claims should be released within 21 days from the data of AY uploaded on the GOI Portal subject to receipt of applicable premium subsidy on the business finalised on National Crop Insurance Portal.	% of the undisputed claims remain unpaid at the end of 21 days • between 5% -10 % : 1 Point • between 25 % - 50 % : 5 Points • > 50 % : 10 Points • > 75 % : 15 Points Penal interest @ 12% per annum will be recovered on admissible pending claims amount, if Insurance Companies keep claims pending beyond 30 days after uploading of AY on Portal and releasing all admissible subsidy for the crop(s) of district, without any genuine reason(s) acceptable to the Government.	
4.	District Office and Human resources	1) Applicable only if the district is allotted for at least one year including Kharif and Rabi. 2) If the district is allotted for duration less than one year, the Insurance Company must have	a) To be appointed within 1 month in case of functional district office and 15 days in case of district level representative from the date of notification. b) Opening of Taluka level offices with requisite infrastructure and manpower.	1) District Office a) If functional district office not set up within 30 days : 5 Points b) If functional district office not set up at all : 15 Points	It will encourage State Govts. to go for long-term tenders

		a district level representative residing in the district.	The details of offices and human resources deployed at each Taluka and district should be uploaded with three week of award of work or at least two months before the cut of date of enrolment, whichever is later.	2) District Representative a) If district representative not placed within 15 days : 5 Points b) If district representative not placed at all : 10 Points 3) Taluka level office a) Taluka level office not setup : 15 points b) Taluka level offices setup after timelines : 5 points									
Other Performance Indicators													
1.	Bidding participation	It should not be mandatory for companies to participate in all clusters within a State	Non-serious participation if : a) Deviation of rate quoted from the weighted L1 rates quoted by companies is <table border="1"> <thead> <tr> <th>Average Rate</th> <th>Deviation</th> </tr> </thead> <tbody> <tr> <td><5%</td> <td>>75%</td> </tr> <tr> <td>>=5% to 10%</td> <td>>75%</td> </tr> <tr> <td>>10%</td> <td>>50%</td> </tr> </tbody> </table>	Average Rate	Deviation	<5%	>75%	>=5% to 10%	>75%	>10%	>50%	1) Non-Participation State Level a) If participated in <50% of States : 2 Points b) If participated in <25% of States : 5 Points District Level a) If participated in <50% of clusters : 2 Points b) If participated in <25% of clusters: 5 Points 2) Non-serious participation a) If non-serious in >25 % clusters and upto 50% of clusters : 10 Points b) If non-serious participation in >50 % of clusters : 20 Points	Non serious participation has been defined with a view to ensure participation in maximum number of States and clusters by the companies.
Average Rate	Deviation												
<5%	>75%												
>=5% to 10%	>75%												
>10%	>50%												
2.	Preparation of brochures, etc.	1) If the notification is delayed and cut-off date is less than 7 days from the date of notification, then this clause will not be applicable	Brochures/Pamphlets/Leaflets, etc. pertaining to crop insurance schemes not be less than half of the number of farmers covered during the previous similar (Kharif/Rabi) season in the district. Payment to vendor would be the deciding criteria	If printing is less than: a) 50% : 2 Points b) 25% : 5 Points	Number of Insured Beneficiaries in previous is available, hence number of pamphlets/leaflets, etc is pre-decided								

3.	Training, workshop, etc	If the notification is delayed and cut-off date is less than 15 days from the date of notification, then this clause will not be applicable	Organization of at least one banker's sensitization programme and not less than 5 farmers awareness Block level/Panchayat level programmes in each district during the season	a) If banker's sensitization programme not conducted : 10 Points b) farmers awareness programme: < 2 : 5 Points <5 : 2 Points	To help sensitize bankers and the farmers
4.	CCE Co-observance	This clause would be applicable only if State Govt provides CCE schedules timely	co-observance of CCEs scheduled by the concerned department in the district	Between 20 % to 30 % : 10 Points Less than 20% : 15 Points	CCE witnessing is in the interest of the Insurance Company, therefore Insurance Company will take suitable steps to witness maximum number of CCEs wherever required
5.	Localized loss / Post-Harvest claims	This clause would be applicable only if State Govt provides the required support during surveying	As per time-line for claim disbursement under this cover as per OG.	> 50 % and up to 75 % : 2 Points < 50% : 3 points < 25% : 5 points	Ultimate Goal is timely settlement of claims

STANDARD TERMS AND CONDITIONS:**1) Incontestability and Duty of Disclosure:**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Beneficiary or any one acting on his behalf to obtain any benefit under this Policy.

2) Reasonable Care:

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

3) Observance of terms and conditions:

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

4) Material change:

The Insured Beneficiary shall immediately notify the Company by in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe

operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5) Records to be maintained:

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

6) No constructive Notice:

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7) Notice of charge etc.:

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8) Special Provisions:

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9) Duties of the Insured on occurrence of loss:

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

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

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

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

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

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

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

11) Right to inspect:

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of

them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

12) Position after a claim:

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

13) Subrogation:

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

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

14) 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.

15) Fraudulent claims:

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited

16) Cancellation/termination:

(a) The Company may at any time, cancel this Policy on grounds, like mis-representation, Fraud, Non-disclosure of material facts, non-cooperation of the insured, upon which premium will be forfeited.

(b) The Company may also at any time cancel this Policy without assigning any reasons by giving at least seven days written notice in writing by Registered post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

The Insured may also give at least seven days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the short period refund grid:

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

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof, the cover and Company's liability in respect of the Insured shall forthwith terminate.

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

Notwithstanding anything contained herein or otherwise stated, any request of Cancellation shall be confirmed by Financial Institution (s) whose name appears in Policy Schedule.

17) Policy Disputes:

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to

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give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

18) Arbitration and legal action:

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

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

Subject to above arbitration provisions, if no court action or suit is commenced within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited and the rights of insured shall stand extinguished and the liability of the company shall also stand discharged.

19) Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that renewal is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be subject to underwriting decision and premium rates decided by the Company and such renewal premium so paid and accepted by the Company upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. On renewal, the benefits provided under the Policy and/or terms and conditions of the Policy including premium rate may subject to change.

20) 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.

21) Notices:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in the Policy Schedule.

In case of the Company:

Bajaj Allianz General Insurance Company Limited, First Floor, Bajaj Allianz House, Yerwada, Pune – 411006

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

22) Customer Service:

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

23) Grievances:

We do our best to ensure that our customer are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your branch office.

Initially, we suggest you contact the Branch Manager/Regional Manager of the local office which has issued the Policy. If you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to :

Customer Care Cell
Bajaj Allianz General Insurance Company Ltd.
1st Floor, Bajaj Allianz House, Airport Road
Yerwada,
Pune – 411006
E-mail: bagichelp@bajajallianz.co.in

Further to that, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal interpretation of the Policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
Office Detailsz	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

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<p>GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>

Caringly yours

 BAJAJ | Allianz

Bajaj Allianz General Insurance Company Limited

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Note: Address and contact number of Governing Body of Insurance Council
Secretary General - Governing Body of Insurance Council
JeevanSevaAnnexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: inscoun@vsnl.net
