

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

# Unified Package Insurance Scheme (UPIS) UIN: IRDAN106P0002V01201617

ITGI / UPIS /2016

#### **POLICY WORDING**

This Policy is evidence of the contract between You and IFFCO-TOKIO General Insurance Co. Ltd. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

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

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

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

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

## **General Definitions:**

# 1. Proposal

It means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to US by YOU or on YOUR behalf.

#### 2. Policy

It means the Policy Booklet, the Schedule and any applicable endorsements or memoranda. YOUR policy contains the details of the extent of the cover available to YOU, what is excluded from the cover and the conditions, warranties on which the Policy is issued.

# 3. Schedule

It means the latest schedule issued by US as part of YOUR Policy. It provides details of YOUR Policy including full description of properties covered which are in force and the period of cover YOU have against the properties described. A Revised Schedule will be sent at each renewal and whenever YOU request for a change in the cover.

# 4. Sum Insured

It means the Monetary Amounts shown against any item.

# 5. <u>Insured/Insured Person</u>

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

#### 6. WE / OURS / US

It means THE IFFCO-TOKIO General Insurance Company Ltd.

# 7. IFFCO-TOKIO

It means THE IFFCO-TOKIO General Insurance Company Ltd.

#### 8. Condition precedent

Shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.

#### 9. Bank

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

#### 10. Financial Institution

It shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act,



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1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

#### 11. YOU/YOUR

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

#### 12. Period of Insurance/Policy Period

It means the duration of the Policy as shown in the Schedule.

#### 13. Endorsement

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

#### 14. What is Covered

It means the damages/ perils/ contingencies which are covered under the Policy and for which We have liability in the event of claim occurrence.

#### 15. What is Not Covered

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

# 16. Actual Yield (AY):

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

#### 17. Crop:

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

#### 18. Crop Cutting Experiments:

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

# 19. Cropping Plan:

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

#### 20. Defined Area:

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

#### 21. Insured Area:

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

#### 22. Deductible/Indemnity Level:

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

#### 23. Minimum Support Price:

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

# 24. Notified Crop:

It is the Crop which is selected for the insured season in the Defined Area which is specifically mentioned in the Schedule to the Policy.

# 25. Stipulated Harvest:

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

## 26. Stipulated Price:



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

#### 27. Threshold Yield:

It means the expected yield for a Crop cultivated on the Defined Area. It is calculated as the moving average based on the past specified years average yield depending on the Crop multiplied by the Level of Indemnity.

#### 28. Sub-period:

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

## 29. Harvesting:

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

- 30. SLCCCI: State Level Coordination Committee on Crop Insurance
- **31.** <u>Cluster:</u> It is an aggregation of districts as defined by State Government in order to diversify/ spread the risk and cover high risk/ low risk districts/area equally in such a way that each group/cluster contains mix of districts with different risk profiles.

#### 32. Loss/Lost:

It means the Damage or Loss.

# 33. <u>Damage/ Damaged</u>

It means loss or damage of the insured property.

# 34. <u>Fraud</u>

If a claim is fraudulent on account of fraudulent means or action used by You, Your Family, or Your employee, all benefits and rights under this Policy shall be forfeited.

#### 35. Money

It means cash, current coins, bank and currency notes, cheques, postal orders, current postage stamps which are not part of a collection and luncheon voucher.

#### 36. Unoccupied

It means not lived in by You, Your Family, Your domestic employee or any other person authorised by You.

#### 37. **Excess**:

It means the first part of any claim for which YOU are responsible. Any Sum Insured/Limit will apply after the Excess has been deducted.

## 38. Contribution

It means essentially our right to call upon other insurers, liable to the same insured person, to share the cost of an indemnity claim on a rateable proportion of Sum Insured

# 39. Subrogation

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

## 40. Market Value

It means the Replacement Value of insured property or item as new at the time of damage less due allowance for betterment, wear and tear and/ or depreciation OR the value which can be realized from the market for such insured property immediately before the occurrence of damage, whichever is lower.

#### 41. Reinstatement Value

It means cost of replacement of the insured property by a new property of same kind and same capacity.

# 42. Breakdown:

It means the actual breaking or burning out of or failure of any part of appliance, installation specified in the Schedule occurring during normal use owing to any cause other than those excluded hereinafter,



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thereby causing stoppage of functions thereof necessitating the repair or replacement of such parts before normal working can commence.

#### 43. Accident

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

#### 44. Injury

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

#### **45.** Medical Practitioner

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

#### 46. Loss Of Limbs

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

#### 47. Permanent Total Disablement

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

#### 48. Hospital/Nursing Home

It means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- i) Has at least 10(ten)in-patient beds, in those towns having a population of less than 10,00,000(ten lakhs) and at least 15(fifteen) inpatient beds in all other places;
- ii) Has qualified nursing staff under its employment round the clock;
- iii) Has qualified medical practitioner(s) in charge round the clock;
- iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) Maintains daily records of patients and will make these accessible to Insurance Company authorized personnel.

# 49. Hospitalization

It means admission in a Hospital for a minimum period of 24 (twenty four) Inpatient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24(twenty four) consecutive hours.

#### 50. Medical Expenses

It means those expenses that an Insured Person has/you have necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

#### 51. <u>In-patient care</u>

This means a treatment for which the insured person has to stay in a hospital for more than 24 hours for the covered event.

# 52. Renewal

It means the terms on which the contract of insurance can be renewed on mutual consent.

#### 53. <u>Senior Citizen</u>

Senior Citizen means any person who has completed sixty or more years of age as on the date of commencement or renewal of a health insurance policy.

#### 54. Terrorism

It means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property



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or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

#### 55. Theft

It means the act of stealing, specifically, the felonious taking and removing of property, with intent to deprive the rightful owner of the same and includes larceny.

#### Section 1: Pradhan Mantri Fasal Bima Yojana (PMFBY)

#### Scope of Cover:--

## A. STANDING CROP (Sowing to Harvesting)

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

# **B. PREVENTED SOWING / PLANTING RISK**

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

#### C. POST HARVEST LOSSES

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

#### **D. LOCALIZED CALAMITIES**

Coverage is also available for loss/ damage resulting from occurrence of identified localized risks of hailstorm, landslide, and Inundation affecting isolated farms in the notified area.

# **BASIS OF SUM INSURED:**

Sum insured can be based upon any of the following three options:

- 1. Sum Insured per hectare can be equal to the Scale of Finance as decided by the District Level Technical Committee. 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'.
- 2. The Sum Insured can be at least equal to the amount of crop loan sanctioned/advanced.



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- 3. Sum Insured can also be up to the value of the threshold yield of the insured crop multiplying the Notional Threshold Yield (district/region/state level) with the Minimum Support Price (MSP) of the current year arrives at the value of Threshold Yield.
- 4. Sum insured for irrigated and un-irrigated areas may be separate.

## **CLAIMS PROCEDURE AND REQUIREMENTS:**

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

- A. Give the Company immediate notice of the occurrence of the loss.
- B. After the occurrence of the loss, insured will give the Company intimation about the loss within stipulated time frame as specified in the policy schedule in the prescribed format.
- C. It shall be a condition precedent to the payment of any indemnity that the Insured makes available to the Company, any and all information requested by the Company and allows the access to authorised representative of the Company or loss assessor deputed by the Company to verify and substantiate the total production of the Crop insured under this Policy.

#### A. LOCALISED RISKS:

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

## **B. WIDESPREAD CALAMITIES:**

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

Indemnity shall be calculated as per the following formula:

(Threshold Yield – Actual Yield) X Sum Insured

Threshold Yield

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.

# **C. ON ACCOUNT SETTLEMENT OF CLAIMS:**

In case of adverse seasonal conditions during crop season, claim amount up to percentage (as given in the schedule) of likely claims would be released in advance subject to adjustment against the claims assessed on yield basis. The on account payment will be considered only if the expected yield during the season is less than the percent (as shown in the schedule) of normal yield. The criteria for deciding on-account payment of claims shall be based on proxy indicators such as weather, agro-meteorological data / satellite imagery/acreage damaged or such other indicators to be decided by the Government, and will be implemented in States and for crops for which such proxy indicators can be established.

#### Claim Documents:



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

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

## **Claim Control:**

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

- a. Enter and/or take possession of the property and / or Crop cultivated, where the loss or damage has happened;
- b. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
- c. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

#### **EXCLUSIONS:**

We will not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred arising out of damage or loss to Crop resulting from:

- i) The burning of the Crop by order of any public authority or subterranean fire.
- ii) Consequential loss whether or not caused by a peril covered under the Policy.
- iii) Malicious, wilful act or gross negligence of the Insured or any of his representative(s) or employee(s).
- iv) Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors.
- v) Any losses due to breakdown of irrigation equipment or part thereof.
- vi) Instances where recognized good farming and harvesting practices have not been followed.
- vii) Controllable diseases, weeds and/or controllable insect infestations.
- viii) Theft / clandestine sale of the Crop.
- ix) Intentional destruction of the Crop.
- x) Poor Crop stand due to defective seed or sampling.
- xi) Action of birds and animals.



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xii) Losses occurring prior to the policy period..

xiii) Loss or damage due to or contributed to by the Insured having caused or suffered anything whereby the risks hereby insured against were unnecessarily increased;

xiv) Any peril not specifically covered under the Policy.

xv) 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.

xvi) Any damage to crop whilst in transit.

xvii) Any damage to harvested Crops other than specifically mentioned in the policy schedule.

xviii) Any Crop which has been harvested prior to inspection by our loss assessor or without the consent of the Company upon happening of a claim.

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

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

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

xxii) Loss occurring due to industrial pollution and / or toxic waste.

# Special Conditions:--

- 1. We must have received the premium for inception of coverage either from bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non-remittance of premium by these agencies, We shall not be liable for payment of any claim(s).
- 2. We shall have the discretion to accept or reject any risk of an insurance unit(s) for any crop(s) considering prevailing agricultural situation. Mere sanctioning / disbursement of crop loans and submission of proposals/ declarations and remittance of premium by the farmer / bank without explicit intent to raise the crop, does not constitute acceptance of risk by Us.
- 3. In event of near total crop failure during early or mid-season affecting entire insurance unit, We will adopt a graded scale indemnity settlement restricting indemnity to proportion of input costs up to that stage. Graded scale shall be worked out in consultation with respective State Government. Wherever necessary, services of expert agencies/loss assessors may be availed, by Us for arriving at graded scale of payment.
- 4. We, if deemed necessary, will investigate coverage on our own or by an agency appointed for the purpose and may utilize technologies, including satellite imagery & remote sensing, drones etc. for identification of anomalies in crop insurance coverage vis-à-vis actual field conditions. Upon identification of adverse phenomenon based on such



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investigation, We shall have the right to scale down sum insured. In such cases no refund of premium shall be made to the insured farmer.

#### **GENERAL WARRANTY:**

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

## 1. Notice

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

## 2. Misdescription

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

# 3. Changes in Circumstances

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

#### 4 Fraud

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

# **5 Contribution**

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

#### 6.Salvage and Recoveries:

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

#### 7. No constructive Notice:

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

# 8. Notice of charge etc.:

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

# 9. Right to Inspection:

If required by Us, an agent/representative of the Company including a loss assessor or a surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce



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all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

## 10. Forfeiture of Policy

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

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

## 11. Nominated loss adjusters

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

## 12. Condition of Average

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

## 13. Time limitation

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

#### 14. Sale, mortgage, lien or charge

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

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

#### 15. Change of risk:

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

The Insured shall within Forty Eight (48) hours or any other agreed time limits notify the Company by any means of communication and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the



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continuance of the cover provided under this Policy is confirmed in writing by the Company.

For any change in the crop name the insured farmer has to intimate the insurance company well in advance (Preferably within 30 days of sowing or policy inception date) through financial institution/ channel partner/ insurance intermediary/ directly; as the case may be, along with difference in premium payable, if any, accompanied by sowing certificate or other relevant document to this effect issued by concerned official of the State Government. In case the premium paid was higher, insurance company will refund the excess premium.

However changes of non-notified crops to notified crops is not permissible.

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

#### 16. Good crop husbandry

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

## 17. Insurance of all Fields

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

## 18. Position after a claim

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

#### 19. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

# 20. Records to be maintained

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

## 21. Duties after a loss

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

21.1. Give the Company written notice within 48 hours or any other agreed time limits after the occurrence.



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- 21.2.If a probable loss is determined after harvest begins on an insured Crop, notice must be given immediately and a representative sample of the un-harvested Crop (at least 2 meters wide and the entire length of the Field) must remain unharvested, unless the Company gives the Insured his written consent to harvest the representative sample.
- 21.3. Give promptly notice to the Company if, during the period before harvest, the Insured's Crop is damaged to the extent that the Insured does not expect to further care for the Crop or harvest it, or if the Insured wants the Company consent to put the Field to another use, or additional damage occurs after consent to put the Field to another use is given.
- 21.4. Leave intact any Field which is not to be harvested until the Company makes an inspection of the same.
- 21.5.Upon the Company request, provide a complete harvesting and marketing record of each Crop, including separate records showing the same information for production form any uninsured Field.
- 21.6. Sign a withdrawal of claim when the Company's inspection of the Crop determines that there is no payable loss under the terms of this policy.
- 21.7.It shall be a condition precedent to the payment of any indemnity that the Insured makes available to the Company any and all information requested by the Company and allow his access to the Crops insured to permit him to verify and substantiate the total production of the Crop insured under this policy by insurance unit.

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

## 22. Arbitration

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

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

It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

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

## Section 2: Personal Accident Insurance

**COVERAGE/WHAT IS COVERED** - If following bodily injury occurs which solely and directly causes Insured Person's death or disablement within 12 months of injury as stated in Table of Benefits, We shall pay to You or Your nominee/ legal representative the sum or sums hereinafter set forth in Table of Benefits.

Table of Benefits (anyone will be applicable)	Sum Insured



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a.	Death	Rs. 2 Lakh
b.	Total and irrecoverable loss of both eyes or loss of use of both hands or feet or loss of sight of one eye and loss of use of hand or foot	Rs. 2 Lakh
C.	Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot	Rs. 1 Lakh

## WHAT IS NOT COVERED - We will not be liable for:

- 1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
- 2. Directly or indirectly caused by contributed to by or arising from:
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
  - b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
- 3. Compensation under more than one of the benefits mentioned in the Table of Benefits in respect of the same period of disablement.
- 4. Any other payment after a claim under any of the benefits under Items a and b in the Table of Benefits has been admitted and becomes payable.
- 5. Any payment in case of more than one claim under this Section during any one Policy Period by which Our liability in that period would exceed the sum payable under Benefit 1 of this Section.
- 6. Payment of compensation in respect of death or injury as a direct consequence of:
  - a) Committing or attempting suicide or intentional self-injury.
  - b) Being under the influence of intoxicating liquor or drugs.
  - c) Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
  - d) Pregnancy or childbirth.
  - e) Venereal disease or insanity.
  - f) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
  - g) Committing any breach of law with criminal intent.

# Claim process methodology

- Immediately after the occurrence of an accident which may give rise to a claim under the policy, you or the nominee (in case of death of the insured) shall contact the bank branch where the insured person held the underlying Bank Account from which the premium for the policy was auto debited and submit a duly completed claim form.
- 2. The claim form may be obtained from the above bank branch or any other designated source like insurance company branches, hospitals, insurance agents etc., including from designated websites.
- 3. The Claim form shall be completed by you or, as the case may be, by the nominee and submitted to the above bank branch preferably within 30 days of the occurrence of the accident giving rise to the claim under the policy.
- 4. The Claim form shall be supported, in case of death of the insured, by the Original FIR/ Panchnama, Post Mortem Report and Death Certificate and in case of permanent disablement, by Original FIR/ Panchnama and a Disability Certificate issued by a Civil Surgeon. A discharge certificate in the prescribed format shall also be submitted by the claimant / nominee.



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- 5. The authorized official of the Bank shall check the account / auto-debit particulars and verify the account details, nomination, debiting of premium / remittance to insurer and certify the correctness of the information given in the claim form, and forward the case to the insurance company concerned within 30 days of the submission of the claim.
- 6. IFFCO-TOKIO will verify and confirm that premium has been remitted for the insured and the insured is included in the list of insured persons in the master policy.
- 7. Claim shall be processed by the insurance Company which has issued the master policy for the Bank within 30 days of its receipt from the Bank.
- 8. The admissible Claim amount will be remitted to the Bank Account of the insured or the nominee, as the case may be.
- 9. In case of death of an insured who has not named his/ her nominee the admissible claim amount shall be paid to the legal heirs of the insured on production of Succession Certificate/ Legal Heir certificate from the Competent Court/ authority.
- 10. Maximum time limit for Bank to forward duly completed claim form to Insurance Company is thirty days and maximum time limit for Insurance Company to approve claim and disburse money thereafter is thirty days.

#### **Section 3: Life Insurance**

Coverage would be as per Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY). Coverage to be extended by Life Insurers and hence this section is not applicable for IFFCO-TOKIO/General Insurers

## Section 4: Building and Contents Insurance (Fire & Allied Perils)

The Company will indemnify you in respect of loss of or damage to the Buildings/ Contents whilst contained in your premises. The indemnity under this section is based on fixed sum Insured basis (maximum liability of the insurer will be sum insured or actual loss whichever is less)

#### **Building:**

This relates to the building portion of Your Home which should not be of kutcha construction including its out-buildings, boundary walls, gates and fences, inbuilt fixtures and fittings, swimming pools, hard courts, garages, terraces, plinth and foundations.

What is Covered	Specific Exclusions		
Damage caused to the property insured by	Damage caused to the property insured by-		
a. Fire, Lighting, Explosion of gas in domestic appliances,	<ul> <li>a.) Its own fermentation, natural heating or spontaneous combustion.</li> </ul>		
,	·		
b. Bursting and overflowing of water tanks,	b.) Its undergoing any heating or drying process.		
apparatus or pipes,	2. Damage to boilers (other than domestic boilers),		
c. Aircraft or articles dropped therefrom,	economisers or other vessels machinery or		
d. Riot, Strike, or Malicious damage	apparatus (in which steam is generated) or their		
e. Earthquake, (Fire and / or Shock) Subsidence	contents resulting from their own explosion/		
and Landslide (including Rockslide) damage	implosion or damages caused by centrifugal force.		
f. Flood, inundation, storm, tempest, typhoon,	3. Damages caused by -		
hurricane, Tornado or Cyclone.	a.) Total or partial cessation of work or the		
g. Impact damage	retarding or interruption or cessation of any		
h. Bush Fire	process or operation or omission of any kind.		
	b.) Permanent or temporary dispossession of any		
	building resulting from the unlawful		
	occupation by any person of such building or		



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prevention of access to the same.

- c.) Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any person (whether or not such act is committed in connection with the disturbance of public peace) in any malicious act.
- 4. Damage caused by pressure waves.
- 5. Damage by vehicle/animals belonging to or owned by You or Your Family or Your domestic employees.
- 6. Damages caused by -
  - Normal cracking, settlement or bedding of new structures.
  - b.) Settlement or movement of made up ground.
  - c.) Coastal or river erosion.
  - d.) Defective design or workmanship or use of defective material
  - e.) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
- 7. Damage caused by
  - a) Repairs or alteration to Your Home.
  - Repairs, removal or extension of the sprinkler installation.
  - c) Defects in construction known to You.
- 8. Damage caused by Forest Fire.
- 9. Damages caused to the insured property by pollution or contamination (other than what is specifically covered).
- 10. Damage to any electrical/ electronic equipment, machines, apparatus, fixtures, fittings by overrunning, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included), provided that this exclusion will apply only to the particular machine, apparatus, fixtures, fittings so affected and not to other machines, apparatus, fixtures, fittings, which may be damaged by fire so set up.
- 11. Expenses necessarily incurred by You on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 12. Damage to property insured if removed to any building or premises other than in which it is herein stated to be insured.
- 13. Wilful act or gross negligence of the Insured or his representatives
- 14. Terrorism



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# **Contents:**

This means household contents (including agricultural produce kept in the house and owned by you).

	Contents Covered	Contents which are not covered	
1.	Furniture items (Sofa Set, Dining Table,	We will not be liable for:  1. Articles of hazardous nature, including	_
	Dressing Table, Showcase, Decorative Pieces, Beds, Almirahs and other such items).	Articles of hazardous nature, including explosives.	5
2.	Agricultural produce kept in the house and	2. Air or water craft, motor vehicles (other than	
	owned by you	domestic gardening equipment) caravans	i,
3.	Jewellery and Valuables.	trailers whether licensed for road use o	r
4.	Tenant's Interior Decoration, Fixtures &	otherwise or parts and accessories on or in an	У
	Fittings.	of them.	
5.	Air Conditioners, Refrigerators, Washing	3. Livestock or pets or any other living creature.	
	Machines, Audio Equipments & other Electrical	4. Stamps, bullions, or unset precious stones.	
	/ Mechanical Appliances.	5. Tree, plants, shrubs or growing matter.	
6.	Clothings.	6. Money or Documents.	
7.	Kitchenware, cutlery, crockery.		
8.	Miscellaneous items (Toys, Linens, Curtains,		
	Carpets, Books, Boxes, Suitcase, Cassettes and		
	Discs).		
9.	Any other household items.		
10.	Personal Effects of domestic employees		
	residing in Your Home.		

What is Covered	Specific Exclusions
a) Fire, Lighting, Explosion of gas in domestic appliances, b) Bursting and overflowing of water tanks, apparatus or pipes, c) Aircraft or articles dropped therefrom, d) Riot, Strike, or Malicious damage e) Earthquake, (Fire and / or Shock) Subsidence and Landslide (including Rockslide) damage f) Flood, inundation, storm, tempest, typhoon, hurricane, Tornado or Cyclone. g) Impact damage h) Bush Fire	<ol> <li>Loss or damage by burglary and / or housebreaking or theft where any member of the insured's family is concerned as principal or accessory</li> <li>Loss of or damage to articles of consumable nature</li> <li>Loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles</li> <li>Loss of or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and Jewelry and Valuable</li> <li>Willful act or gross negligence of the Insured or his representatives</li> <li>Terrorism</li> </ol>

# Claim process methodology:

1. In case of damage due to above mentioned perils, you will intimate US via phone or in writing within 72 hours. You may choose to intimate directly to IFFCO-TOKIO or through financial institutions/same intermediary channel vide which you have availed insurance. It is necessary to share unique reference



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- number of proposal cum declaration form while intimating the claims. No repair/reinstatement to be carried out until loss assessment procedure is completed.
- The claim is admissible only if the premium is paid with in the cut off dates as mentioned in section 1 of PMFBY/WBCIS.
- 3. You will extend full co-operation to the surveyor appointed by the insurance company and provide necessary documents to substantiate the loss. A claim form issued by the company is also to be submitted.
- 4. Basis of claim settlement would be market value of the property on the date of loss. Insurance company gets the survey done of the site within 3 days of intimation. The farmer will submit the claim forms and other relevant documents to surveyor/insurance company within 10 days of date of survey. Claims would be paid on assessment basis only within 20 days of survey and submission of all required documents. Payment would be done in your bank account directly through NEFT.

## **Section 5: Agriculture Pump set Insurance**

If the Centrifugal pump sets (electrical and diesel) upto 10 Horsepower capacity belonging to YOU or for which YOU are responsible at law is damaged by any cause listed under "What is covered", then WE will indemnify YOU to the extent of value of the asset.

Our liability is limited to the sum Insured specified in the schedule in anyone period of Insurance.

What is Covered		Specific Exclusions		
We will indemnify you if the Insured Item(s) is damaged		We will not be liable for		
due	to			
1.	Fire & lightning	1.	Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.	
2.	Burglary (due to violent forcible entry provided the pump set is kept in a locked enclosure).	2.	Willful act or gross negligence of the Insured or his representatives.	
3. 4.	Mechanical / electrical breakdown Riot, Strike, malicious damage	3.	Faults existing at the time of commencement of insurance and known to the Insured or his representative.	
		4.	Loss or damage for which the manufacturer or supplier of pump set is responsible either by law or under contract.	
		5.	Cost of dismantling, transport to workshop and back as also cost of re-erection.	
		6.	Loss due to floods	
		7.	Loss due to theft or burglary unless the pump set is kept in a locked enclosure.	
		8.	Consequential loss of any kind or description including any reduction of market value beyond cost of repair or replacement	
		9.	Any Loss arising from or in consequence of requisition or destruction by or under order of any Public Authority.	



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## **Claim Process and requirements:**

- 1. In case of damage due to above mentioned perils, you will intimate us via phone or in writing within 72 hours giving an indication as to the nature and extent of loss or damage. For intimation, you may choose to intimate directly to IFFCO-TOKIO or through financial institutions/same intermediary channel vide which you have availed insurance. No repair/reinstatement to be carried out until loss assessment procedure is completed.
- 2. The claim is admissible only if the premium is paid with in the cut off dates as mentioned in section 1 of PMFBY/WBCIS (Crop insurance).
- 3. You will extend full co-operation to the surveyor appointed by IFFCO-TOKIO and provide necessary documents to substantiate the loss. A claim form issued by the company is also to be submitted.
- 4. You will preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
- 5. Insurance company gets the survey done of the site within 3 days of intimation. You will submit the claim forms and other relevant documents to surveyor/IFFCO-TOKIO within 10 days of date of survey. Claims would be paid on assessment basis only within 20 days of survey and submission of all required documents.
- 6. Payment would be done in your bank account directly through NEFT.
- 7. Claims for repair of pump set will be on reinstatement value basis. The claim for total loss of pump will be on market value basis.
- 8. In case of burglary claims, FIR should be lodged immediately and its copy may be made available to the surveyor.

The liability of the Company under this Section in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the same item is kept in operation without being repaired to the satisfaction of the Company.

## **Section 6: Student Safety Insurance**

Summary of Benefits	Amount of Compensation	Scope of Coverage
Part A. Accidental death	Rs. 50000 (parent/student)	If at any time during the currency of this policy the parent / guardian/ student named in the schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means and if such injury shall within six calendar months of the occurrence be the sole and direct cause of death or total and irrecoverable loss of two limbs or two eyes or 100% Permanent Total Disablement (permanently totally and absolutely disable the parent /guardian from engaging in any employment or occupation of any description whatsoever) then the company shall pay to the insured Student or parent / guardian as the case may be the capital sum insured stated in the schedule.
Part B. Permanent total disablement	Rs. 50000 (student)	If at any time during the currency of this policy the insured Student shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means and if such injury shall within six



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Part C. Loss of one limb/Eye	Rs. 25000 (student)	calendar months of the occurrence be the sole and direct cause of death or total and irrecoverable loss of two limbs or two eyes or 100% Permanent Total Disablement (permanently totally and absolutely disable the insured student from engaging in any employment or occupation of any description whatsoever) then the company shall pay to the parent / guardian or insured Student as the case may be the capital sum insured stated in the schedule of benefits.  If at any time during the currency of this policy the insured Student shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible		
		means resulting into irrecoverable loss of one limb or one eye, then the company shall pay to the parent / guardian or insured Student as the case may be 50% of the capital sum insured stated in the schedule of benefits. However, if such injury shall within six calendar months of the occurrence be the sole and direct cause of death, remaining 50% of the capital sum insured shall be payable to the parents/guardian as the case may be. In case of death of both student and the parent / guardian named in the schedule of the policy resulting solely and directly from same accident caused by outward, violent and visible means, within six calendar months of its occurrence then the company shall pay the legal heir of the parent / guardian sums stated in the schedule.		
Part D. Accidental hospitalization	Rs. 5000 (student)	Subject to the terms, conditions & exclusions the Company undertakes that if during the period stated in the Policy any insured student sustains any bodily injury through accident, and takes treatment at any Nursing Home/Hospital in India as an inpatient, the Company will pay to the Insured Person such medical expenses as are reasonably and necessarily incurred subject to the limits prescribed but not exceeding the Sum Insured during the period of insurance stated against that person in the policy upon submission of supporting documents with bills.		

- ✓ Age Limit: Students: 5-25 years, parents: 18-70 years
- ✓ In case of death of Father or Mother, the Claim amount to be converted into Fixed deposit in the name of student till attainment of 18 year of age.



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#### **Exclusions under Student Safety insurance/What is not Covered:**

- 1. Payment of compensation in respect of death or injury as a direct consequence of:
  - a. Committing or attempting suicide or intentional self-injury.
  - b. Being under the influence of intoxicating liquor or drugs.
  - c. Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
  - d. Pregnancy or child birth.
  - e. Venereal disease or insanity.
  - f. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
- 2. Committing any breach of law with criminal intent.

## Claim process methodology

- 1) Immediately after the occurrence of an accident which may give rise to a claim under the policy, you or the nominee (in case of death of the insured) shall contact the bank branch where the insured person held the underlying Bank Account from which the premium for the policy was auto debited and submit a duly completed claim form.
- 2) The claim form may be obtained from the above bank branch or any other designated source like insurance company branches, hospitals, insurance agents etc., including from designated websites.
- 3) The Claim form shall be completed by the insured or, as the case may be, by the nominee and submitted to the above bank branch preferably within 30 days of the occurrence of the accident giving rise to the claim under the policy.
- 4) The Claim form shall be supported, in case of death of the insured, by the Original FIR/ Panchnama, Post Mortem Report and Death Certificate and in case of permanent disablement, by Original FIR/ Panchnama and a Disability Certificate issued by a Civil Surgeon. A discharge certificate in the prescribed format shall also be submitted by the claimant / nominee.

For accidental hospitalization claims claim form should be supported with Original FIR/ Panchnama, discharge Summary, Investigation reports like laboratory tests, X-ray reports and other reports etc. to confirm the injury, medicine bills, certificate of proof of age and doctors certificate if available any other relevant documents.

- 5) The authorized official of the Bank shall check the account / auto-debit particulars and verify the account details, nomination, debiting of premium / remittance to insurer and certify the correctness of the information given in the claim form, and forward the case to the insurance company concerned within 30 days of the submission of the claim.
- 6) Insurer will verify and confirm that premium has been remitted for the insured and the insured is included in the list of insured persons in the master policy.
- 7) Claim shall be processed by the insurance Company which has issued the master policy for the Bank within **30 days** of its receipt from the Bank.
- 8) The admissible Claim amount will be remitted to the Bank Account of the insured or the nominee, as the case may be.
- 9) In case of death of an insured who has not named his/ her nominee the admissible claim amount shall be paid to the legal heirs of the insured on production of Succession Certificate/ Legal Heir certificate from the Competent Court/ authority.
- 10) Maximum time limit for Bank to forward duly completed claim form to Insurance Company is thirty days and maximum time limit for Insurance Company to approve claim and disburse money thereafter is thirty days.



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# **Section 7: Agricultural Tractor Insurance**

The Company will indemnify you in respect of loss of or damage to the Agricultural Tractor as per the provisions, terms, exceptions, conditions and endorsements of standard Motor Insurance Policy related to Agriculture tractor and trailers.

#### **SUB SECTION A**

- 1. We will indemnify You against loss or damage to the Tractor insured hereunder and/or its accessories whilst thereon:
  - i. by fire explosion self-ignition or lightning;
  - ii. by burglary housebreaking or theft;
  - iii. by riot and strike;
  - iv. by earthquake (fire and shock damage);
  - v. by flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost;
  - vi. by accidental external means;
  - vii. by malicious act;
  - viii. by terrorist activity;
  - ix. whilst in transit by road, rail, inland waterway, lift, elevator or air;
  - x. by landslide and rockslide.

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

- a) For all rubber/nylon/plastic parts, tyres, tubes, batteries and air bags
- 50%

- b) For fibre glass components
- 30%
- c) For all parts made of glass
- Nil
- d) Rate of depreciation for all other parts including wooden parts will be as per the following schedule

# AGE OF TRACTOR % OF DEPRECIATION

Not exceeding 6 months	Nil				
Exceeding 6 months but not exceeding 1 year	5%				
Exceeding 1 year but not exceeding 2 years	10%				
Exceeding 2 years but not exceeding 3 years	15%				
Exceeding 3 years but not exceeding 4 years.	25%	Exceeding	4 years	but no	ot exceeding 5
years 35%					
Exceeding 5 years but not exceeding 10 years	40%				
Exceeding 10 year	50%				

- 2. In the event of the Tractor being disabled by reason of loss or damage covered under this Policy, We will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to You but not exceeding Rs.2500/- in respect of any one accident.
- 3. You may authorise the repair of the Tractor necessitated by loss or damage for which We may be liable under this Policy provided that:-
- (a) the estimated cost of such repair including replacements does not exceed Rs.500/-
- (b) We are furnished forthwith with a detailed estimate of the cost of repairs, and
- (c) You shall give Us every assistance to see that such repair is necessary and the charges are reasonable

# SUB SECTION B LIABILITY TO THIRD PARTIES

- 1. Subject to the limits of liability as laid down in the Schedule hereto We will indemnify You in the event of an accident caused by or arising out of the use of the Tractor against all sums including claimant's cost and expenses which You shall become legally liable to pay in respect of death
  - I. of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the Tractor.



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- II. damage to property caused by the use (including the loading and/or unloading) of the Tractor.
- We will pay all costs and expenses incurred by You towards defence of the proceedings with our prior written consent.
- 3. In terms of and subject to the limitations of the indemnity granted by this Section to You, We will indemnify any driver who is driving the insured Tractor on Your order or with Your permission provided that such driver shall as though he/she were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they apply.
- 4. We may at our own option
  - a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Section; and
  - b. Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.
- 5. In the event of the death of any person entitled to indemnity under this Policy, We will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this Policy, provided that such personal representative(s) shall as though they were the Insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

#### **SUB SECTION C - TOWING DISABLED VEHICLES**

The Policy shall be operative whilst the insured Tractor is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Sub Section B of Section 6 of this Policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle.

## SUB SECTION D - PERSONAL ACCIDENT COVER FOR OWNER-DRIVER

Subject otherwise to the terms exceptions conditions and limitations of this Policy, We undertake to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the Tractor in direct connection with the Tractor insured or whilst mounting into/dismounting from or travelling in the insured Tractor as a co-driver, caused by violent, accidental, external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and	100%
sight of one eye.	
(iii) Loss of one limb or sight of one eye	50%
(iii) Permanent total disablement from injuries other than	100%
named above.	

# This cover is subject to

- (a) the owner-driver is the registered owner of the Tractor insured herein;
- (b) the owner-driver is the Insured named in this Policy.
- (c) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident



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# Unified Package Insurance Scheme (UPIS) UIN: IRDAN106P0002V01201617

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Only third party cover can be offered to trailers as per the provisions of M.V. Act 1988.

#### **Policy Exclusions:**

- 1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area.
- 2. Any claim arising out of any contractual liability.
- 3. Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
  - a. Being used otherwise than in accordance with the Limitations of Use (tractor as well as trailer can only be used for agriculture purpose)
  - b. Being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.

#### 4. Losses such as

- a. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
- b. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission. Any accidental loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 5. Any accidental loss or damage/liability directly or indirectly or proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or war like operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim here under the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim

# Claim process methodology:

- 1. In case of damage due to above mentioned perils, farmers shall intimate the concerned insurance company via phone or in writing within 48 hours giving an indication as to the nature and extent of loss or damage. For intimation, farmers may choose to intimate directly to insurance company or through financial institutions/same intermediary channel vide which they have availed insurance. No repair/reinstatement to be carried out until loss assessment procedure is completed.
- 2. The claim is admissible only if the premium is paid with in the cut off dates as mentioned in section 1 of PMFBY/WBCIS.
- 3. Farmer will extend full co-operation to the surveyor appointed by the insurance company and provide necessary documents to substantiate the loss. A claim form issued by the company is also to be submitted.
- 4. Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
- 5. Basis of claim settlement under OD claim would be market value of the vehicle on the date of loss. Insurance company gets the survey done of the site within 3 days of intimation. The farmer will submit the claim forms and other relevant documents to surveyor/insurance Company within 15 days of date of survey. Claims would be paid on assessment basis only within 30 days of survey and submission of all required documents. Payment would be done in the farmer's bank account directly through NEFT.
- 6. In case of burglary claims, FIR should be lodged immediately and its copy may be made available to the surveyor.



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#### **SPECIAL PROVISIONS**

# 1. SUM INSURED – INSURED'S DECLARED VALUE (IDV) APPLICABLE TO SUB SECTION A

The Insured's Declared Value (IDV) of the Tractor will be deemed to be the Sum Insured for the purpose of this Policy which is fixed at the commencement of each Policy Period for the insured Tractor.

The IDV of the Tractor (and accessories if any fitted to the Tractor) is to be fixed on the basis of the manufacturer's listed selling price of the same brand and model as the insured Tractor at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

#### THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of Tractors beyond 5 years of age and of obsolete models of Tractor (i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between Us and You.

IDV will be treated as the 'Market Value' throughout the Policy Period, without any further depreciation for the purpose of Total Loss (**TL**) / Constructive Total Loss (**CTL**) claims

Your Tractor will be treated as a CTL if the aggregate cost of retrieval and / or repair of the Tractor, subject to terms and conditions of the Policy, exceeds 75% of the IDV of the Tractor.

## 2. AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any Endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988, but You shall repay to Us all sums paid by Us which We would not have been liable to pay, but for the said provision.

#### 4. **D**EDUCTIBLE

We shall not be liable for each and every claim under Section -I (loss of or damage to the Tractor insured) of this Policy in respect of the excess amounting to 0.5% of IDV subject to a minimum of Rs. 2000.

# **SPECIAL CONDITIONS**

1. Notice shall be given in writing to Us immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter You shall give all such information and assistance as We shall require. Every letter, claim, writ, summons and/or process or copy thereof shall be forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or criminal act which may be the subject of a claim



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under this Policy, You shall give immediate notice to the police and co-operate with Us in securing the conviction of the offender.

- 2. No admission, offer, promise, payment or indemnity shall be made or given by or on Your behalf without Our written consent and We shall be entitled if We so desire to take over and conduct in the Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and You shall give all such information and assistance as We may require.
- 3. We may at Our own option repair, reinstate or replace the Tractor insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and Our liability shall not exceed:
  - a. for Total Loss / Constructive Total Loss of the Tractor the Insured's Declared Value (IDV) of the Tractor (including accessories thereon) as specified in the Schedule less the value of the wreck.
  - b. for Partial Losses, i.e. Losses other than Total Loss/Constructive Total Loss of the Tractor actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.
- 4. You shall take all reasonable steps to safeguard the Tractor insured from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Tractor insured or any part thereof or Your any driver or Your employee. In the event of any accident or breakdown, the Tractor insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Tractor insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Tractor shall be entirely at Your own risk.
- In the event of the death of the Insured under this Policy, coverage for this Section will not immediately lapse but will remain valid for a period of three months from the date of the death of Insured or until the expiry of this Policy (whichever is earlier). During the said period, legal heir(s) of the Insured to whom the custody and use of the Tractor passes may apply to have this cover transferred to the name(s) of the heir(s) or obtain a new Insurance Policy for the Tractor.

Where such legal heir(s) desire(s) to apply for a transfer of this cover or obtain a new Policy for the Tractor, such heir(s) should make an application to Us accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the insured
- b) Proof of title to the Vehicle (Tractor)
- c) Original Policy

We reserve Our right to abide by any order of the Court in regard to declaration about the legal heir/heiress and ownership of the Tractor and the nominee will not have any right to dispute such order of the Court.

# **General Conditions (Applicable for all sections):**

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

**Misdescription:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.

**Reasonable Care:** You will take all reasonable steps to safeguard the property insured against any loss or damage. You will exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

**Fraud:** If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

**Arbitration:** In case of a dispute under sections 2 to 7, a committee comprising of District Agricultural Officer (Nodal Officer) officials of IFFCO-TOKIO and officials of banks will be constituted. The working of the grievance



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committee will be monitored by District Level Monitoring Committee (DLMC) under the chairmanship of District Magistrate.

**Contribution:** In the event of any loss damage liability or expenses covered by this Policy there shall be any other insurance covering the same loss damage liability or expenses, whether effected by the Insured or not this Policy shall pay only so much of the excess of such loss damage liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.

**Indemnity:** The Company may at its option reinstate/replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of the loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage and not more than the Sum Insured by the Company thereon.

#### **Cancellation clause:**

We may cancel this Policy by sending 15 days' notice in writing by Regd. A.D. to You at Your last known address. You will then be entitled to a pro rata refund of premium for the unexpired period of this Policy from the date of cancellation, which We are liable to repay on demand. You may cancel this Policy by sending written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period scale.

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

#### **Provision for Senior Citizens:**

- a) The insured will be informed in writing of any underwriting loading charged over and above the premium and the specific consent of the policyholder for such loading will be obtained before issuance of a policy.
- b) Separate channel to address the related claims and grievances of senior citizen are mentioned below:

Claims: seniorcitizenclaims@iffcotokio.co.in

Grievance: seniorcitizengrievance@iffcotokio.co.in

Contact Number: 0124-2850100

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

**Grievance Redressal Mechanism:** In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours. You may register a grievance or complaint by visiting our website <a href="www.iffcotokio.co.in">www.iffcotokio.co.in</a>. You may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

Grievance Department details are as mentioned below:

E-Mail ID: <u>chiefgrievanceofficer@iffcotokio.co.in</u>

Contact Number: 0124-2850100

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001



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If the situation so arises that, no reply is received from the Company within one month or the insured is not satisfied with the reply of the company, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of his/her grievance.

As an alternative process, to address any grievance/ complaint under the scheme, a committee consisting of District Agriculture Officer (Nodal Officer), representatives of implementing insurance company and bank/ financial institution can also be constituted. The working of the grievance committee will be monitored by District Level Monitoring Committee (DLMC) under the chairmanship of District Magistrate.

#### **Insurance Ombudsman:**

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

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

## Address and Contact details of Insurance Regulatory and Development Authority of India (IRDAI) Offices:

Head Office :	Insurance Regulatory and Development Authority of India
	3rd Floor, Parisrama Bhavan, Basheer Bagh HYDERABAD 500 004
	Telangana State (INDIA ) Ph: (040) 23381100, Fax: (040) 6682 3334
Delhi Office:	Insurance Regulatory and Development Authority of India
	Delhi Office – Gate No. 3
	Jeevan Tara Building, First Floor
	Sansad Marg, New Delhi-110001 Ph: (011) - 2344 4400 ,Fax: (011) - 2374 7650
Mumbai Office:	Insurance Regulatory and Development Authority of India
	Mumbai Regional Office
	Royal Insurance Building
	12, J. Tata Road, Ground Floor
	Mumbai 400 020.



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Near Churchgate) Phone No.: 022- 22898600

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

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

**Renewal Notice:** The Company shall not be bound to accept any renewal premium nor give notice that a renewal as such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given unless intimated to the Company and accepted by it in writing. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

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

**Customer Service:** If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of IFFCO-TOKIO General Insurance Co. Ltd at the address specified or designated customer care numbers of the company during normal business hours.

#### **Claim Control and subrogation**

#### WE are entitled to

- a) enter any place where Loss has occurred and deal with salvage but this does not mean that property can be abandoned to US.
- b) receive all information, proof of damage and assistance from YOU and any other person seeking benefit under the Policy.
- c) Take proceedings at OUR own expenses and for OUR own benefit, but in YOUR name or in name of any other person who is claiming or has received benefit, for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which WE shall be or would become entitled or subrogated upon, to recover any payment made or due under this Policy.
- d) Repudiate our liability if the Insured Item is kept in operation without being repaired to our satisfaction

## **General Exclusions (Applicable for all sections):**

The Company shall not be liable in respect of:

- 1. Loss or damage, liability or expenses whether directly or indirectly, occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military, or usurped power or civil commotion or loot or pillage in connection herewith.
- 2. Loss or damage caused by depreciation or wear and tear
- 3. Consequential loss of any kind or description.
- 4. a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.



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b) This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of Condition 4 (b) only combustion shall include any self-sustaining process of nuclear fission.

## **Excess/Deductible:**

The excess/deductible will be applicable as following:

- a) Section 4 (Building and content): Nil
- b) Section 5 (Pump set): Nil
- c) Section 7 (Tractor): 0.5% of IDV or Rs. 2000 whichever is less