

## POS- USGI – Pradhan Mantri Fasal Bima Yojana

### Policy Wordings

This Policy is an evidence of the contract between You and Universal Sompo General Insurance Company Limited. The information furnished by You in the Proposal Form and the Declaration signed by You forms the basis of this contract.

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

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

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

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

### Definitions

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1. **Proposal** means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to The Company by You or on Your behalf.
2. **Policy:** Policy wording, the Schedule, the Proposal form and any applicable endorsement or memoranda. Your Policy contains the details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties and provisions on which the Policy is issued.
3. **Schedule:** It provides details of the Insured Person, the Weather parameter covered, the trigger point, which are in force and the level of cover Insured Person(s) have.
4. **Endorsement:** An endorsement is a written document attached to an insurance policy that modifies the policy by changing the coverage afforded under the policy. An endorsement can add coverage for acts or things that are not covered as a part of the original policy and can be added at the inception of the policy or later during the term of the policy.
5. **We/Our/Us** It means **UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED**

6. **You/Your:** It means the person(s) named as Insured in the Schedule
7. **Insured Person:** The person or entity named as Insured person(s) in the Schedule.
8. **Exclusion:** means the damages/ perils/ properties/ contingencies which are not covered under the Policy and for which the Company have no liability in the event of loss occurrence.
9. **Period of Insurance:** The time period for which the contract of Insurance is valid as shown in the Schedule
10. **Actual Yield (AY):** It means yield per hectare of the Crop calculated on the basis of requisite number of Crop Cutting Experiments in the insured season, for Defined Area or yield of Crop for the Insured Area that corresponds with the Policy Period.
11. **Crop:** Means the variety of seed and/ or plants the Insured cultivates, as described in the Schedule to this Policy.
12. **Crop Cutting Experiments:**

It means the crop experiments that are undertaken for determining the percentage recovery in the form of dry grains or the marketable form of the produce. These experiments comprise of

  - a. Identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling,
  - b. Threshing the produce.
  - c. Recording of the harvested produce.
13. **Cropping Plan:**

It means a detailed statement forming part of this Policy which indicates the insurance cover available to the Insured. This statement comprises of the identification of the field covered, the Crop and variety planted, the respective area (in ha) planted, the Average Yield per hectare, the value per ton of harvested Crop and the Sum Insured for this Crop.
14. **Defined Area:** It means the specified area of cultivation for the Notified Crop under the Policy.
15. **Bank:** It means a bank licensed under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
16. **Financial Institution:**

It shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
17. **Insured:** It means person(s)/ entity (ies) whose name(s) specifically appear as such in the Schedule to this Policy.

18. **Insured Area:** It means the area under cultivation which is covered under the Policy.
19. **Level of Indemnity:** It means the percentage of indemnity as specified in the Schedule to this Policy which is considered while arriving at the Sum Insured under the Policy.
20. **Notified Crop:** It is the Crop which is selected for the insured season in the Defined Area as selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Schedule to the Policy.
21. **Sum Insured:** It means the monetary amount shown against Insured person(s) which will be Our maximum liability during the Policy Period.
22. **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.
23. **Stipulated Price:** It means the expected price per unit weight of the Stipulated Harvest which can be realized upon harvesting of the Crop in the Insured Area.
24. **Terrorism:** means activities against persons, organizations or property of any nature:  
A. that involve the following or preparation for the following:  
a) use or threat of force or violence; or  
b) commission or threat of a dangerous act; or  
c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and  
B. when one or both of the following applies:  
a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or  
b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
25. **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.
26. **Threshold Yield:** 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.
27. **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.
28. **Missing Data:** It shall mean the specified weather data for any particular period or sub-period which has officially been reported by IMD as not having been recorded or having been recorded but is not available.

29. **Claim Trigger:** It shall mean the threshold value, as defined in the Schedule, beyond which a claim will first become payable under the Policy as per the Claim Payout Table specified in the Schedule.
30. **SLCCCI:** State Level Coordination Committee on Crop Insurance, constituted by the respective State/UT Government.

### **Scope of Cover:**

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Universal Sompo's General Insurance Company's – Pradhan Mantri Fasal Bima Yojana seeks to provide financial support to farmers suffering crop loss/damage arising out of unforeseen events & stabilize the income of farmers. Policy provides coverage to all farmers including sharecroppers and tenant farmers.

All farmers availing Seasonal Agricultural Operations (SAO) loans from Financial Institutions (i.e. loanee farmers) for the notified crop(s) would be covered compulsorily. The cover would be optional for the non-loanee farmers.

#### **a. Prevented Sowing / Planting Risks:**

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.

**b. Standing Crops (Sowing to Harvesting):** Insurance is provided to cover yield losses due to non-preventable risks, viz.:

- i. Natural Fire and Lightning
- ii. Storm, Hailstorm, Cyclone, Typhoon, Tempest, Hurricane, Tornado etc.
- iii. Flood, Inundation and Landslide
- iv. Drought, Dry spells
- v. Pests/ Diseases etc.

#### **c. Post-Harvest Risks:**

Coverage is available only up to a maximum of 2 weeks from harvesting for those crops which are allowed to dry in cut and spread condition in the field after harvesting against specific perils of cyclone and cyclonic rain and unseasonal rains.

**d. Localized Calamities:**

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

**A. BASIS OF SUM INSURED**

Sum Insured per hectare for both loanee and non-loanee farmers will be same and equal to the Scale of Finance (SOF) as decided by the District Level Technical Committee, and would be pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable.

Sum Insured for individual farmer is equal to the Scale of Finance per hectare multiplied by area of the notified crop proposed by the farmer for insurance. (Area under cultivation shall be expressed in hectare).

Sum insured for irrigated and un-irrigated areas shall be separate.

**B. Procedure for settlement of claims:**

- a. Upfront premium subsidy from Government of India and concerned State/UT should have been received for the season, by USGIC to enable to settle the claim.
- b. In case of widespread calamity (end of season claims), once yield data is received from State Government as per the cut-off-dates decided, claims will be worked out as per Declarations/ proposals received from banks /channel partners / insurance intermediaries for each notified area and crops and claims will be approved by Competent Authority of USGIC..
- c. In case of farmers covered through Financial Institution, claims shall be released only through electronic transfer, followed by hard copy containing claim particulars, to individual bank branches/ nodal banks; and banks branches/ PACs at grass root level, will credit into accounts of individual farmers within a week of receipt of funds from the us and shall provide a certificate to the us along with list of farmers benefited. Bank Branch shall also display particulars of beneficiaries on notice board and also upload the same on crop insurance portal.
- d. In case of farmers covered on voluntary basis through intermediaries, payable claims will directly credited to the concerned bank accounts of insured farmers and details of the claims may also intimated to them. The list of beneficiaries shall also be uploaded on the crop insurance portal immediately.
- e. In case of claims under prevented/failed sowing, localized calamities, postharvest losses; we will process the claims after assessment and shall release the claims as per procedure given in the relevant sections above.
- f. We shall resolve all the grievances of the insured farmers and other stakeholders in the shortest possible time.
- g. Disputed claims/sub-standard claims, if any will be referred within three months of claim disbursement through SLCCCI/ State Government to DAC & FW for consideration and decision of DAC & FW in case of any interpretation of provisions of scheme or disputes will be binding on State Government / USGIC / Banks and the farmers.

**Exclusions**

We will not pay for

1. The burning of the Crop by order of any public authority or subterranean fire.
2. Consequential loss whether or not caused by a peril covered under the Policy.
3. Malicious, wilful act or gross negligence of the Insured or any of his representative(s) or employee(s).
4. Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors.
5. Instances where recognized good farming and harvesting practices have not been followed.
6. Controllable diseases, weeds and/or controllable insect infestations.
7. Theft / clandestine sale of the Crop.
8. Intentional destruction of the Crop.
9. Poor Crop stands due to defective seed or sampling.
10. Action of birds and animals.
11. Loss occurring prior to the Policy Period.
12. 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;
13. Any peril not specifically covered under the Policy.
14. 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.
15. Any damage to harvested Crops and crop in transit.
16. 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.
17. 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.
18. 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.
19. 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.
20. This insurance does not cover losses caused by earthquake, mudflow, earth sinking, earth rising and /or volcanic activity.
21. This policy does not cover losses due to breakdown of irrigation equipment or part thereof.

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**General Conditions:**

**1. Notice**

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

## **2. Mis-description**

This Policy shall be void-ab-initio and premium paid shall be forfeited by Us in the event of mis-representation, mis-description or non-disclosure of materials facts by You. Non-disclosure shall include non-intimation of any circumstances which may affect the acceptance of the proposal and Insurance cover granted.

## **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**

All benefit under this Policy shall be forfeited and the Policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

## **5. Observance of terms and conditions**

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

## **6. 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.

## **7. 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.

## **8. 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.

## **9. Notice of charge etc.**

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

#### **10. 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 to do so 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.

#### **11. 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 (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.

#### **12. Nominated loss adjusters**

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

#### **13. 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.

#### **14. 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.

#### **15. 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.

**16. Change of risk:**

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

The Insured shall within twenty-four (24) hours notify the Company by any means of communication and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.

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

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

**17. 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

**18. Insurance of all Fields**

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

**19. 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.

**20. Subrogation**

You shall do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. You shall not prejudice these subrogation rights in any manner and shall provide Us with whatever assistance or cooperation is required to

enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You.

### **21. 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.

### **22. Duties after a loss**

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

- a) Give the Company written notice within 48 hours after the occurrence.
- b) If a probable loss is determined after harvest begins on an insured Crop, notice must be given immediately and a representative sample of the unharvested Crop (at least 2 meters wide and the entire length of the Field) must remain unharvested, unless the Company gives the Insured his written consent to harvest the representative sample.
- c) 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.
- d) Leave intact any Field which is not to be harvested until the Company makes an inspection of the same.
- e) Upon the Company request, provide a complete harvesting and marketing record of each Crop, including separate records showing the same information for production from any uninsured Field.
- f) 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.
- g) 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.

### **23. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the

decision of a sole arbitrator to be appointed in writing by the parties 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 herein provided, if the Company has disputed 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.

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

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

#### **24. Disclaimer Clause**

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

#### **25. Geographical Limit**

The geographical scope of this Policy will be limited to the awarded cluster in Karnataka and all claims shall be payable in Indian Currency only.

#### **26. Protection of Policy Holder's Interest**

In the event of a claim, if the same is found admissible under the Policy, the Company 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). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer.

#### **27. 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.

#### **28. Limitation Period**

(a) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the date on which the claim under this Policy is made or the intimation is given by

the Company to the Insured, if the Insured fails to produce or deliver such documents or details as may be required by the Company in connection with the processing of the claim, unless the claim is the subject matter of any pending action or arbitration.

(b) It being expressly agreed and declared that, if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### **29. Insurable Interest**

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

### **30. Legal Ownership**

During the Period of Insurance, the Insured shall possess all legal ownership rights with regard to the Property and/or Crop Cultivated. The Insured shall provide to the Company such title deeds and other documents as may be required by the Company for verification of his/her ownership over the Property and/or Crop Cultivated. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

### **31. Change in Insurable Interest**

You/transferee will intimate the transfer of interest to the Company. In case such transfer of interest is not accepted by the Company in writing, all covers under this Policy shall cease.

### **32. Customer Service**

In case the insured is aggrieved in any way, the insured may contact the Company at the specified address, during normal business hours

### **33. Notices and Claims**

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

#### **Universal Sompo General Insurance Co. Ltd.**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut No-31, Mouje Elthan, Thane- Belapur Road, Airoli, Navi Mumbai- 400708

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-1024030 or 1-800-2004030

**Landline Numbers:** (022) 27639800 or (022) 41582900 or (022) 41582999 or (022) 39133700  
(Local Charges Apply)

**E-mail Address:** [contactus@universalsompo.com](mailto:contactus@universalsompo.com).

**Note:** Please include Your Policy number for any communication with us.

### **Claims Disclaimer**

In the unfortunate event of any eventuality resulting into a claim on this Policy, please intimate the mishap IMMEDIATELY to Our Call Centre at Toll Free Numbers on 1-800-22-4030 (for MTNL/BSNL users) or 1-800-102-4030 or 1-800-200-4030 (other users) or on chargeable numbers at +91-22-27639800/+91-22-41582900/+91-22-41582999/+91-22-39133700. Please note that no delay should be allowed to occur in notifying a claim on the Policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

### **General Warranties:**

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It is warranted that:

1. Our liability in respect of the coverage under this Policy shall not exceed the Sum Insured set against each Insured Person in the Schedule.
2. During the Policy Period, the Insured Person(s) should possess all legal ownership rights with regard to the agricultural land and crop cultivated as specified in the Schedule to the Policy. You shall provide to Us such title deeds and other documents as may be required by Us for verification of the Insured Person's ownership of the agricultural land. The due observance and fulfilment of the above shall be a condition precedent for settlement of any claim under this Policy.

### **Endorsement applicable**

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#### **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 therefore and shall be binding on all the parties Insured hereunder.

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 matter 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.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.

That this Insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the subject insured matter by reason of operation of Condition 3 of Policy (Observance of terms and conditions) except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this Insurance shall not be invalidated by any act or omission

on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby Insured or any building in which the goods Insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this Insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risks first took place and It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available.

### Grievances

In case You are aggrieved in any way, You may register a grievance or Complaint by visiting Our website or write to us on [contactus@universalsompo.com](mailto:contactus@universalsompo.com).

You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on Our - Toll Free Numbers: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700; and also send us fax at: (022) 39171419.

- You can also visit Our Company website and click under links [Grievance Notification](#)
- You can also send direct mail to the concerned authorities at- [rajivkumar@universalsompo.com](mailto:rajivkumar@universalsompo.com)

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of Your grievance.

The updated details are also available on: [http://www.irdaindia.org/ins\\_ombusman.htm](http://www.irdaindia.org/ins_ombusman.htm)

The details of Insurance Ombudsman are available below:

Office of the Ombudsman	Contact Details
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Ashram Rd, AHMEDABAD-380 014. Tel.:- 079-27545441/27546840 Fax : 079-27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>
BHOPAL	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Janak Vihar Complex, 6, Malviya Nagar, BHOPAL-462 003. Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>
CHANDIGARH	Office of the Insurance Ombudsman, SCO No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468/2772101 Fax : 0172-2708274

	Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>
CHENNAI	Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018</b> . Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>
NEW DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002</b> . Tel.:- 011-23234057/23232037 Fax : 011-23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>
GUWAHATI	Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 <sup>th</sup> Floor, S.S. Road, <b>GUWAHATI-781 001</b> . Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004</b> . Tel : 040-65504123/23312122 Fax: 040-23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M.G. Road, <b>ERNAKULAM-682 015</b> . Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>
KOLKATA	Office of the Insurance Ombudsman, Hindustan Building. Annexure, 4 <sup>th</sup> Floor, C.R. Avenue, <b>KOLKATA – 700072</b> Tel No: 033-22124339/22124346 Fax: 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>
LUCKNOW	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001</b> . Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <b>MUMBAI-400 054</b> . Tel : 022-26106960/26106552 Fax : 022-26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>
JAIPUR	Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <b>JAIPUR – 302005</b> . Tel: 0141-2740363 Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>
PUNE	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Darshan, N.C. Kelkar Road, Narayanpet <b>PUNE – 411030</b> . Tel: 020-32341320 Email: <a href="mailto:Bimalokpal.pune@gbic.co.in">Bimalokpal.pune@gbic.co.in</a>
BENGALURU	Office of the Insurance Ombudsman, 24 <sup>th</sup> Main Road, Jeevan Soudha Bldg., JP Nagar, 1 <sup>st</sup> Phase, Ground Floor <b>BENGALURU – 560025</b> . Tel No: 080-26652049/26652048 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a>
NOIDA	Office of the Insurance Ombudsman, 4 <sup>th</sup> Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, <b>NOIDA – 201301</b> . Tel: 0120-2514250/51/53 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>
PATNA	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, <b>PATNA – 800006</b> Tel No: 0612-2680952 Email id : <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a> .

That rebate of premiums shall be allowed only in accordance with the details given in the prospectus or table of premium rates or, as the case may be, the relevant document, and that an offer or acceptance of any other rebate shall be an offence under Section 41 of the Insurance Act, 1938”.

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