

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

### Chola MS PMFBY-Policy Wordings

Whereas the Insured (hereinafter called "You/ Yours") named in the Schedule hereto by a proposal and declaration together with any statement, report and/or other document has applied to the Cholamandalam MS General Insurance Company Limited (hereinafter called the 'Company/ We/ Our/ Us') and has paid the premium as consideration for insurance in respect of happening of an insured event upon which one or more benefits become payable under this Policy during the period of Insurance stated in the policy Schedule

We issue this policy subject to following terms and conditions.

#### I. Scope of Cover

We hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate You against the following stages of the crop and risks leading to crop loss, as per the PMFBY scheme:

- a. Standing Crops: Insurance will be provided to cover yield losses due to non preventable risks. Such risks include:
  - 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.
- b. 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.
- c. Post Harvest Risks  
Coverage is available only for those crops, which are allowed to dry in cut and spread condition in the field after harvesting against specified perils of cyclone and cyclonic rains and unseasonal rains, resulting in damage to harvested crop. Further, the coverage is available only up to a maximum period of 14 days from harvesting. Assessment of damage will be on individual farm basis.
- d. Localized Calamities : Coverage against loss/damage resulting from occurrence of identified localized risks of hailstorm,landside and inundation affecting isolated farms in the notified area

#### II. Definitions

1. **Actual Yield** : means yield per hectare of the insured Crop calculated on the basis of requisite number of Crop Cutting Experiments (CCEs) in the insured season for defined area and with in policy period under Policy.
2. **Authorized /Reference Weather Station:** means the primary weather station as specified in the Schedule, the weather data of which would be utilized to compute the Observed Weather Index during the Policy Period for the purpose of claims calculation and settlement under the policy.
3. **Actual Weather Data:** means the weather data of Reference Weather Station or Backup Weather Station as the case may be, for the Policy Period as obtained from the authorized data provider.

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

4. **Authorized Data Provider:** means an agency which has installed the Reference or Backup Weather Station and has been authorized to provide data for the same for the purpose of claim evaluation.
5. **Backup Weather Station:** means the secondary Weather Station as defined in the Schedule, the weather data of which will act as a substitute for the Missing Data, if any, of the Reference Weather Station.
6. **Claims Trigger :** Claims will be triggered due to losses in crop yield due to/during Prevented sowing, standing crop, post- harvest losses and localized calamities
7. **Defined Area or Unit Area of Insurance :** means notified area for the Notified Crop under the policy
8. **Endorsement:** means any alteration made to the Policy which has been agreed to by us in writing.
9. **Exclusion:** means the damages/ perils/ properties/ contingencies which are not covered under the Policy and for which We have no liability in the event of loss occurrence.
10. **IMD:** means the Indian Meteorological Department, Government of India including its network of Regional Meteorological Centres, Meteorological Centres and Observatories and other such Weather Stations (conforming to IMD norms) which collaborate with IMD in observing, recording and storing weather data.
11. **Indemnity Level:** Means the level of compensation for damage or loss to the crop as specified in the Policy Schedule. Three levels of Indemnity, viz., 90%, 80% & 70% corresponding to Low Risk, Medium Risk & High Risk areas shall be available for all crops. SLCCI in consultation with insurance companies shall approve indemnity levels for notified crops and areas at sub-district or district level.
12. **Insured Person:** All farmers including sharecroppers, tenant farmers growing the notified crops in the notified areas are eligible for coverage.

The Scheme covers following groups of farmers:

- i. **On a compulsory basis:** All farmers growing notified crops and availing Seasonal Agricultural Operations (SAO) loans from Financial Institutions i.e. Loanee Farmers.
- ii. **On a voluntary basis:** All other farmers growing notified crops (i.e., Non-Loanee farmers) who opt for the Scheme.

Farmer includes:

- a. Individual owner-cultivator/ tenant farmers/ share croppers.
  - b. Farmers enrolled under contract farming, directly or through promoters / organizers
  - c. Groups of farmers / societies serviced by Fertiliser Companies, Pesticide firms, Crop Growers associations, Self Help Groups (SHGs), Non-Governmental Organisations (NGOs), and Others
13. **Notified Crop:** is the Crop which is selected for the insured season in the defined area by the insurer or selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Policy Schedule.
  14. **Proposal:** 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.
  15. **Policy:** means the Policy wording, the Schedule 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.
  16. **Policy Period:** means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.

## Cholamandalam MS General Insurance Company Ltd

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IRDA Reg. No.123

17. **Schedule:** It provides details of the level of cover you have.
18. **Sum Insured:** means the monetary amount of coverage mentioned in the Schedule of the Policy. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
19. **Observed Weather Index:** means the observed value of the Weather Index based on Actual Weather Data of the cover period, which observed value will be used as additional information for claims evaluation for specific events such as prevented sowing & localised calamities etc.
20. **Threshold Yield:** Threshold yield for a crop in a notified insurance unit is the average of actual yields of past seven years (excluding calamity year(s) as notified by State Government/Union Territory (UT)) multiplied by applicable indemnity level for that crop.

### III. Important Conditions /Clauses Applicable for Coverage of Risks

1. Insurance companies should have received the premium for coverage either from bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non remittance of premium by these agencies, the concerned bank / intermediaries shall be liable for payment of claims.
2. In case of any substantial misreporting by nodal bank /branch in case of compulsory farmers coverage, the concerned bank only shall be liable for such mis-reporting.
3. Mere sanctioning/ disbursement of crop loans and submission of proposals/ declarations and remittance of premium by farmer/ bank, without explicit intent to raise the crop, does not constitute acceptance of risk by insurance company.
4. Acreage discrepancy : Some areas in the past have reported excess insurance coverage vis-à-vis planted acreage, leading to over-insurance, which will be addressed as follows:
  - a) Wherever the 'acreage discrepancy' is likely, the acreage insured at IU level shall be compared with average planted acreage of past three years, and the difference is treated as 'excess' insurance coverage after taking into account sown area data of the Revenue authority.
  - b) Sum insured is scaled down in the proportionate ratio the average of three years' actual planted acreage bears to the insured acreage for the given crop
  - c) Claims shall be calculated on the scaled down sum insured

Premium (farmer share and Central and State Government Subsidy) shall be refunded back to Government of India for the portion of sum insured scaled down and the amount may be utilized for improvement of technology/ research/ Impact assessment etc

### IV. GENERAL WARRANTIES

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.

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

### V. EXCLUSIONS

1. War Risk: 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.
2. Nuclear Risk: 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.
3. Consequential Loss: Consequential loss of any kind or description.
4. Terrorism: Any loss to crop or asset on account of terrorist activities.
5. Malicious Damage: Loss arising out of malicious damage or any other preventable risks shall also be excluded

### VI. CLAIM PROCEDURE AND REQUIREMENTS

#### 1. Assessment of Loss/Shortfall in Crop Yield (*Wide Spread Calamities based on season-end yield*)

The Scheme operates on the basis of 'Area Approach' i.e., Defined Areas for each notified crop for widespread calamities and insurance unit is 15 Village/ Village Panchayat or any other equivalent unit for major crops and for other crops it may be a unit of size higher than Village/ Village Panchayat level, to be decided by the State/ UT Government. State Government Department overseeing conduct of CCEs will submit yield data as per cut-off date decided by SLCCCI, along with results of individual CCEs. Yield data will be furnished to Insurance Company by State Government / UT, in accordance with the cut-off dates fixed, and crops and areas notified, based on total number of CCEs being conducted.

**CCEs shall be undertaken per unit area /per crop, on a sliding scale, as indicated below:**

S. No	Insurance Unit	Minimum sample size of CCEs
1.	District	24
2.	Taluka / Tehsil / Block	16
3.	Mandal / Phirka / Revenue Circle / Hobli or any other equivalent unit	10
4.	Village /Village Panchayat	04 for major crops and 8 for other crops

**In order to maintain the sanctity and credibility of CCEs as an objective method of yield estimation, the modalities mentioned below may be followed:**

- a. State shall strengthen audit process of conduct of CCEs, with necessary checks and balances. Digitizing the CCE process including geo-coding (providing the latitude and longitude of the CCE location), date/ time-stamping and with photographs (of the CCE plot and CCE activity), use of smart phones /hand held devices for capturing images etc may be explored.
- b. Wherever external agencies are proposed to be used for conducting the CCEs (i.e. CCEs are out-sourced), it should be given only to the registered professional' agencies with adequate experience in agriculture field activities/ yield estimation. It is mandatory for these agencies to follow the digital protocol as mentioned in the previous paragraph. Services of such agencies may also be utilized for assessment of Post-harvest loss and losses due to localized risks.
- c. States shall maintain 'single series' of CCEs, i.e. the same set of CCEs and Yield estimates are used both for Crop Production estimates and Crop Insurance.

## Cholamandalam MS General Insurance Company Ltd

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IRDA Reg. No.123

- d. In instances where required number of CCEs could not be conducted due to non-availability of adequate cropped area, the yield estimate for such IUs can be generated by using methods as (i) clubbing with neighbouring/contiguous units or (ii) adopting yield estimate of next higher unit, or (iii) adopting the yield of neighbouring IU with maximum correlation. Priority of applicability of aforesaid three methods should be notified by the concerned States well in advance.
- e. The yield estimates at IU level shall be submitted by the State Government within the cut-off date, along with results of individual CCEs to the insurance companies.
- f. Insurance company should be given complete access to co-witness the CCEs, as also the digital images of the CCEs and relevant data in the requisite form by the State Government. A formal letter with the schedule should be given to the IAs sufficiently in advance without fail to help them mobilize the manpower.
- g. Wherever the yield estimates reported at IU level are abnormally low or high vis-à-vis the general crop condition, the insurance company in consultation with State Government can make use of various products (e.g. Normalized Difference Vegetation Index, etc.) derived from satellite image data or other technologies to confirm the yield estimates. In case of significant differences between these two yield estimates, the matter should be referred to Technical Advisory Committee (TAC) at Centre and its decision shall be final. For resolving such cases, services of the Mahalobanis National Crop Forecast Centre (MNCFC) may be availed by TAC. MNCFC shall examine the above mentioned both the estimates and indicate their views on the yield estimate at IU for the crop season applying technology and other related parameters.

### 2. Calculation of Claims

#### a. Loss Calculation of Standing Crops:

In so far as it relates to loss or damage under this Policy, the basis upon which We shall assess the loss shall be as follows:

If the 'Actual Yield' (AY) per hectare of the insured crop for the insurance unit [calculated on 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 yield of similar magnitude. The Scheme seeks to provide coverage against such contingency.

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

$$\frac{(\text{Threshold Yield}-\text{Actual Yield})}{\text{Threshold yield}} \quad \times \text{Sum Insured for the farmer}$$

#### b. On Account Payment due to mid season adversity:

It is proposed to provide immediate relief to insured farmers in case of adverse seasonal conditions during the crop season viz. floods, prolonged dry spells, severe drought etc., wherein expected yield during the season is likely to be less than 50% of Threshold yield.

*Eligibility Criteria for On Account payments:*

1. All notified Insurance Units would be eligible for “**On Account**” payment only if the expected Yield of the affected crop during the season is less than 50% of threshold yield.

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

2. The provision is invoked by the State Government through damage notification based on the *Proxy Indicators*.
3. The provision could be invoked for a specific crop or group of crops in Notified Insurance Unit, depending on fulfillment of laid down conditions.
4. Insurance company may decide the quantum of likely losses and the amount of 'on-account' payment based on the joint survey of Insurance Company and state government officials.
5. Only those farmers would be eligible for financial support under this cover who has paid the premium / the premium has been debited from their account before the damage notification by the state government invoking this provision for compensation.
6. Maximum amount payable would be 25% of the likely claims, subject to adjustment against final claims.
7. If adversity occurs within 15 days before the normal harvest time, this provision will not be invoked

### ***Proxy Indicators:***

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

### ***Loss Assessment procedure:***

1. Joint committee of State Government and the insurer for assessment of crop damage, would be formed and notified before start of the crop season by the SLCCCI for each district.
2. This Joint Committee shall decide the eligibility for on-account payment based on the weather data (available AWS notified by the Government) /long term average rainfall data/satellite imagery supported by estimated yield losses at notified Insurance unit level. Loss intimation order has to be issued within 7 days from the adverse seasonal event.
3. Based on the above report, a joint inspection of the affected area may be done by Insurance Company for ground truthing with State government officials and arrive at the extent of loss.
4. Information/ Services of Mahalanobis National Crop Forecast Centre (MNCFC) may also be utilized for determination of extent of loss for on-Account payout.
5. If the expected loss of the affected crop is more than 50% of the normal Yield for the Notified Insurance Unit, on-account payment would be payable.
6. On-account payment would be calculated as per following formula:

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

### ***Time frame for loss assessment and submission of report:***

1. An order will be issued by State Government defining eligibility of on account payment with details of damaged Insurance Units within 7 days from the occurrence of adverse seasonal event.
2. Loss assessment report at the affected insurance unit level has to be completed by the joint committee within 15 days from occurrence of the adverse seasonal event.

### ***Other Relevant Conditions:***

1. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity would not make a farmer eligible for the claim.

## **Cholamandalam MS General Insurance Company Ltd**

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

2. The On-account payment would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
3. On- account payment would be paid to all eligible insured farmers within one month of the notification invoking this provision by the State Government and subject to receipt of loss report from State Government.
4. These claims would be adjusted from the end season area approach yield based claims.

### **c. Prevented /Failed Sowing and Prevented Planting/Germination Claims:**

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

#### *Eligibility Criteria:*

- a) The State Government would provide Notified Insurance Unit and crop wise normal area sown at the beginning of the season within 15 days.
- b) Notified Insurance Units will be eligible for "Prevented Sowing/ Planting" pay-out only if more than 75% of Crop Sown Area for notified crop remained unsown due to occurrence of any of the above perils.
- c) The provision is invoked by the State Government through notification based on the proxy Indicators.
- d) Only those farmers would be eligible for financial support under this cover who have paid the premium / the premium has been debited from their account before the notification by the state government invoking this provision for compensation.
- e) The State Government would notify crop wise and agro-climatic zone or district wise cut off dates by which, this provision could be invoked.

#### *Proxy-Indicators:*

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

#### *Loss assessment procedure:*

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

#### *Other Relevant Conditions:*

1. The cover will be available for major crops only.
2. Mere disbursement/ sanction of loan without receipt/ debit of premium before the notification of calamity won't make a farmer eligible for claim.
3. The insurance company would disburse the claim within 30 days of the State's order / notification invoking the event of the insured risk provided the data on estimated area sown have been received from State Government.
4. The pay-out under the cover would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

5. Insurance Cover would terminate for the affected crop in a Notified Insurance Unit once a claim under this section is invoked and the Affected Insurance Unit/ Crop would not be eligible for area yield based claim calculated at the end of the season.
6. This provision would be needed to be invoked within the cut-off date as notified by the state government, beyond which if invoked, no claim would be payable.
7. Once this provision is invoked, no fresh enrolment of farmers for the affected notified crops and areas would be done.
8. Once exigency is invoked it applies to all the insured farmers in the Notified Insurance Unit for a given crop, including for those whose crop survived.

### d. Post Harvest Losses:

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

### Eligibility Criteria:

- i. Available to all insured farmers, at farm unit level, affected by above mentioned perils in a Notified Insurance Unit growing notified crops for which insurance have been availed.
- ii. Available for all crops damaged by specified perils, which are left in the field after harvesting in "cut and spread condition" for drying up to a period of 14 days from harvest.

### Proxy Indicators:

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

### Loss assessment procedure:

#### **Time and method of reporting the loss/claims:**

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

#### **Channel of reporting:**

Intimation to be given within 48 hours by farmer either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free number to the insurer.

#### **Documentary evidence required for claim assessment:**

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



## **Cholamandalam MS General Insurance Company Ltd**

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

### ***Time frame for loss assessment and submission of report:***

1. Appointment of loss assessor within 48 hours from receipt of information
2. Loss assessment to be completed within next 10 days
3. Claim settlement/ payment to the farmers to be completed in next 15 days (subject to receipt of premium) from loss assessment report.

### ***Other Relevant conditions:***

- a) If the affected area under a notified crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers (who have taken insurance for the notified crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified insurance unit would be deemed to have suffered post harvest loss and would be eligible for financial support. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the insurance company.
- b) When affected area is limited upto 25% of total insured area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have paid premium prior to occurrence of insurance peril.
- c) The pay-out under the cover would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
- d) The insurance company would disburse the claim, if payable within 30 days of receipt of loss survey report.
- e) If end of season claim based on the yield data is more than the claim under this cover, the balance would be paid at the end of the season under widespread claims.
- f) Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.

#### **e. Localized Risks :**

Cover would be provided at individual farm level to crop losses due to occurrence of localized perils/ calamities viz. Landslide, Hailstorm and Inundation affecting part of a notified unit or a plot.

### ***Eligibility Criteria:***

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

## **Cholamandalam MS General Insurance Company Ltd**

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the insurance company.

### *Proxy Indicators:*

Reports in the local media or reports of the Agriculture/ Revenue Department.

### *Loss assessment procedure:*

### ***Time and method of reporting the loss/claims:***

- 1) Immediate intimation (within 48 hours) by the insured farmer to any one as mentioned under *Channel of reporting*
- 2) Intimation must contain details of survey number-wise insured crop and acreage affected.
- 3) Premium payment verification to be reported in next 48 hours by the farmer/ Bank.
- 4) Mobile application may be used for reporting incidents of localized risks for intimation of events including longitude/ latitude details and pictures using NRSC (National Remote Sensing Centre) Mobile App.

### ***Channel of reporting:***

- a) Intimation to be given within 48 hours by farmer either directly to the insurance company, concerned bank, local agriculture department government/district officials or through toll free number to insurance company.
- b) First mode of intimation will be centralized Toll Free Number and in absence of such facility, the report can be given to banks or Government officials, the same would be forwarded/ intimated to the insurance company immediately on receipt of such information. The banks would verify the insured details like crop insured, sum insured, premium debited and date of debit before sending the same to insurance company.

### ***Documentary evidence required for claim assessment***

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

### ***Time frame for loss assessment and submission of report***

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

### *Other Relevant conditions:*

1. Mere disbursement/sanction of loan without receipt/debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
2. When affected area is limited upto 25% of total insured area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have paid premium prior to occurrence of insurance peril.

## **Cholamandalam MS General Insurance Company Ltd**

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

3. The pay-out under the cover would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
4. The insurance company would disburse the claim, if payable within 30 days of survey of loss.
5. If, at the end of season, based on the yield data, claim is more than the claim under this cover, the balance would be paid at the end of the season under widespread claims.
6. Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.
7. Bank would remit farmers premium with farmers list within 7 days of intimation of loss under this section, if not sent earlier.

### **3. Procedure of Settlement of Claims:**

- a. Upfront premium subsidy from Government of India and concerned State Government/UT, should have been received in full for the season, by us 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 claims will be approved by us.
- 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(Primary Agriculture Cooperative Societies) at grass root level, will credit into accounts of individual farmers within a week of receipt of funds from the Insurance companies and shall provide a certificate to the insurance companies along with list of farmers benefited. Bank Branch should 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 may also be uploaded on the crop insurance portal immediately.
- e. In case of claims under prevented/failed sowing, localized calamities, postharvest losses; insurance company will process the claims after assessment and shall release the claims as per procedure given in the relevant sections above.
- f. Insurance companies 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 / Insurance Company / Banks and the farmers.

### **4. Claim Control**

We are entitled to

- a. Enter and examine the crop cutting experiments done by respective state governments and access various records including Form-02/table "B" at grass root / district/state level used for recording data of CCEs by states.
- b. Receive all necessary information, proof of landholding, crop sowing etc and necessary assistance from You and/ or any other Insured Person seeking benefit under this Policy.

## **Cholamandalam MS General Insurance Company Ltd**

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You or any Insured Person is making no claim under the Policy; or if any claim has been made, until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported exercise of the aforesaid powers, incur any liability to You or any Insured Person or diminish Our rights to rely upon any of the provisions of this Policy in answer to any claim.

If You or any Insured person shall not comply with Our requirement or shall hinder or obstruct Us in the exercise of the aforesaid powers, all benefits under the Policy shall be forfeited at Our option.

### **5. Liability limit**

In case premium to claims ratio exceeds 1:3.5 or percentage of claims to Sum Insured exceeds 35%, whichever is higher, at the National Level in a crop season, then Government will provide protection to IAs. The losses exceeding the above mentioned level in the crop season would be met by equal contribution of the Central Government and the concerned State/ UT Governments. The liability of payment of all claims shall however be of the concerned IAs only. In case of unfulfilment of above mentioned condition, States/ UTs where the losses exceed the above ceiling level insurers shall be responsible to settle the admissible claims.

### **6. Duties of Insured/ Insured Person**

Upon happening of the event giving rise to a claim under the Policy, You/Insured Person shall deliver to Us a detailed statement in writing as per the Claim Form and any other material particular relevant to the making of the claim.

This submission should be irrespective of the date on which the event shall have come to Your/Insured Person's knowledge, but should not be later than 90 days from the expiry date of the Policy

## **VII. GENERAL CONDITIONS**

### **1. Notice**

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

### **2. Mis-description**

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, when any claim arises, there is any other insurance covering the same interest, We will pay only the rateable proportion of any claim.

### **6. Cancellation**

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

We may cancel this Policy by sending 15 days notice in writing 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	Nil

### 7. 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.

### 8. 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.

### 9. 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). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer. In case of delay in payment, We shall be liable to pay interest at a rate which is 2.0% (two percent) above the Bank rate prevalent at the beginning of financial year in which the claim is received by Us.

### 10. Substitution of Missing Data

In the event that the IMD reports Missing Data in respect of the reference Weather data for particular day(s) in a Sub-period for the Primary Weather Station, then the Missing Data for such day(s) will be substituted by the reference Weather data of the Alternate Weather Station for the same calendar day(s).

## VIII. GRIEVANCES

### Grievance Mechanism

As an esteemed customer of our company, You can contact us to register complaint/ grievance, if any, including servicing of policy, claims etc. with regard to the insurance policy issued to You. The contact details of our office are given below for Your reference

### Cholamandalam MS General Insurance Company

## Cholamandalam MS General Insurance Company Ltd

Registered and Head Office: Dare House, 02nd Floor, No.2 NSC Bose Road Chennai-600001

IRDA Reg. No.123

### Customer services

Address: H.O: Dare House 2nd floor, No 2 N.S.C. Bose Road, Chennai 600 001,

Toll-Free :1800 200 5544

SMS : 'CHOLA' to 56677 (premium charges apply)

E-Mail : [customercare@cholams.murugappa.com](mailto:customercare@cholams.murugappa.com)

Website : [www.cholainsurance.com](http://www.cholainsurance.com)

If you have not received any reply from us within one month from the date of lodging the complaint or if you are not satisfied with our reply, you can also contact the nearest Insurance Ombudsman, whose addresses are mentioned below.

Serial No	Office of the Ombudsman	Contact Details: Office of the Insurance Ombudsman	Areas of Jurisdiction
1	AHMEDABAD	2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014 Tel.:- 079-27546150/139   Fax:- 079-27546142 Email:- bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in	Karnataka.
3	BHOPAL	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal – 462 033. Tel.:- 0755-2769200/201/202   Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR	62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 / 2596455   Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
5	CHANDIGARH	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.:- 0172-2706196/5861 / 2706468   Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI	Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.:- 044-24333668 / 24335284   Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).

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IRDA Reg. No.123

7	DELHI	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.:- 011-23239611/7539/7532   Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	State of Delhi.
8	ERNAKULAM	2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338   Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
9	GUWAHATI	Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge S.S. Road, Guwahati – 781001(ASSAM). Tel.:- 0361- 2132204 / 2132205   Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122   Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR	Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	KOLKATA	Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340   Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331   Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.

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IRDA Reg. No.123

14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel:- 022-26106928/360/889   Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
16	PATNA	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	PUNE	Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.