Annexure I

# SERICULTURE (SILKWORM) INSURANCE POLICY

## **PREAMBLE**

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Part I of the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, Sum Insured will be paid by the Company.

### PART I OF THE POLICY - SCHEDULE

Policy	No.	Issued at	Stamp duty				
1.	Name of the Policy Holder:						
2.	Mailing Address of th	ne Policy Holder:					
3.	Contact No. of the Po	olicy Holder:					
4.	Name of the Insured:						
5.	Mailing Address of th	ne Insured:					
6.	Contact No. of the Ins	sured:					
7.	Bank/Financial Institu	tion:					
8.		under the practice of Sericulto olding under the Sericulture (					

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# **DETAILS OF SILKWORM CROP**

S.	Type of	Race of	Number of	Place from	National Expected	Projected
No	Silkworm	Silkworm	Disease Free	where the	Average Yield i.e.	Schedule for
	Crop	Crop(Multivolt	Layings	DFLs are	weight of Cocoons	each Crop
	(Mulberry/Tas	ine/Bi voltine/	(DFLs) under	purchased	expected from a	(dd/mm/yyyy
	ar, Oak Tasar/	Uni voltine/	each		Silkworm Crop of	)
	Muga/ Eri/	Crossbreed)	Silkworm		100 DFLs	
	Others)		Crop			

9. Sum Insured per Silkworm Crop

All figures in Rs.				
Input Cost	Type 1	Type 2	Type 3	Total
Purchase Cost of DFLs:				
Estimated cost of Leaves:				
Estimated cost of Disinfectants /				
chemicals:				
Estimated cost of labor:				
Other Incidental costs				
Sum Insured				

- 10. Policy Period:
  - Start Date & Time:
  - End Date & Time:
- 11. Premium (in Rs.):

S.No.	Type/ Race of					
	Silkworm Crop	Sum Insured	Basic Premium			
Total Premium (Rs.)						
Add: Service Tax and Education Cess as applicable						
Net Premium Amount (Rs.)						

12.	<b>Endorsements</b>	Λ	۸	/arra	nties
14.	LIIUUI SEIIIEIIIS	/ 1	v	arra	บเนษอ

Signed for and on beha			Insurance	Company	Limited, a	эt
on this date				Authorizo	l Signator	.,
				Authorized	ว อเฐเาสเอก	У

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#### PART II OF THE POLICY

#### 1. DEFINITIONS:

For the purposes of this Policy, the terms specified below shall have the meaning set forth:

"Accident" means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured caused by external, visible and violent means.

"Bank" shall mean an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

"Bi-Voltine "means having two broods in a season.

**"Cocoon"** means a protective case of silk or similar fibrous material spun by the larvae of Moths and other insects that serves as a covering for their pupal stage.

"Company" means ICICI Lombard General Insurance Company Limited.

"Covered Diseases" include Pebrine, Flacherie, Grasserie, Muscardune and UZI fly infestation.

"Crossbreed" means an offspring of genetically dissimilar parents or stock; especially offspring produced by breeding silkworms of different varieties or breeds or species.

"Dacoity" means robbery by gang of dacoits. Robbery is the act or an instance of unlawfully taking the property of another by the use of violence or intimidation.

"Disease Free Layings (DFL)" refers to the Disease free eggs laid by one female Moth.

"Disease" means an alteration in the state of the body of the Silkworm or some of its organs, interrupting or disturbing the performance of the functions, and causing weakness in the Silkworm.

"Disinfectant" is an agent, such as heat, radiation, or a chemical, that destroys, neutralizes, or inhibits the growth of Disease-causing microorganisms.

"Event of Loss" means the happening of an Accident or Covered Disease.

"Leaves "refer to the leaves that the silkworms feed on.

"Insured" means person(s)/ entity (ies) whose name(s) specifically appear as such in Schedule of the Policy.

"Moth" is an insect, similar to the butterflies but generally smaller, less brightly colored, and not having the antennae knobbed.

"Moult" means the act or process of moulting.

"Moulting" means the process of shedding or casting off an outer layer or covering of the skin and the formation of its replacement at specific points in Stages in the life-cycle of a Silkworm.

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"Multi-Voltine "means having multiple broods in a season.

"Natural mortality" means death of Silkworm Crop caused by predation, senility, or any other reason other than Accident or Covered Disease or acts of God perils namely storm, tempest, flood inundation, earthquake, tornado, hurricane, cyclone, famine, drought, landslide, rockslide and lightning.

"Partial Loss" means occurrence of an Event of Loss of insured Silkworm Crop in any particular Stage in which the Silkworms, which are in a condition to produce silk in future, cannot produce silk up to 90% of the National Expected Average Yield, as stated in the Policy Schedule. For the purpose of this Policy, Partial Loss during the following Stages will not be covered:

- Stages I, II, III and IV in the case of Mulberry Silkworm Crop.
- Egg stage in case of Tasar / Oak Tasar, Muga and Eri silkworm Crops.

"Policy" means Policy-holders'/Insured's Proposal, the Schedule, Company's covering letter to the Insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

"Policy Holder" means the person(s) or the entity named in Schedule of the Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s).

"Policy Period" means the period of time stated in the Schedule of the Policy for which the Policy is valid.

"Management Practices & Preventive Measures" would mean and include the measures as described hereunder:

- 1. Avoiding transport of Cocoons from 11 am to 5 pm.
- 2. Disinfecting the rearing room and appliances before the rearing starts.
- 3. Disinfecting the silkworm rearing house, its surrounding and appliances before brushing.
- 4. Destroying diseased silkworms by burning and thereafter completely disinfecting the rearing rooms & equipments.
- 5. Not smearing the rearing tray with cow dung.
- 6. Rearing silkworm on good quality mulberry.
- 7. Cleaning the rearing bed at least twice in a day.
- 8. Providing cross ventilation in period of high humidity.
- 9. Avoiding the contact between flies and the worms by covering the rearing stand, tray separately by fly-proof, placing of sticky board near the lamp/light bulb where the flies come and / or by sealing of cracks and crevices in the floor to avoid insects which are the potential targets of the flies.
- 10. Any other such practice as may be required for the healthy rearing of the Silkworm Crop

"Proposal" means any initial or subsequent declaration made by the Policy Holder in form of a form, letter or written statement supplied to the Company and forms the basis of the Policy.

"Schedule" means the schedule as mentioned in Part I of the Policy, and any annexure to it, attached to and forming part of this Policy.

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"Sericulture" means the practice of raising silkworms for the production of raw silk.

"Silkworm" means the larvae of a Moth whose Cocoon is used to make silk.

"Silkworm Crop" means the brood of Silkworms which is being reared for commercial purpose.

"Stages" mean the following stages in the life cycle of a Silkworm:

- "Egg Stage": It is the stage before the hatching of eggs
- "Larvae Stage": The larvae is the vegetative stage in the life cycle of Silkworm where its growth takes place as it undergoes change in form and size to reach the Pupal stage. During growth, the larvae will Moult four times in the following stages:
  - Stage I: Period starting from the hatching out of the egg to the time of the completion of the first Moult
  - Stage II: Period in between the completion of the first Moult and the time of the completion of the second Moult
  - Stage III: Period in between the completion of the second Moult and the time of the completion of the third Moult
  - Stage IV: Period in between the completion of the third Moult and the time of the completion of the fourth Moult
  - Stage V is the Period in between the completion of the fourth Moult and the commencement of the Pupal Stage
- "Pupal stage" means the non-feeding stage in the lifecycle of a Silkworm between larvae and adult, during which the larvae typically undergoes complete transformation within a protective Cocoon or hardened case.

"Sum Insured" means and denotes the maximum amount as stated in Schedule of the Policy which shall represent the Company's maximum liability to pay to the Insured, for any and all admitted claims in aggregate arising due to Total Loss or Partial Loss under the Policy during the Policy Period, for each type of insured Silkworm Crop.

"Total Loss" means occurrence of such Event of Loss due to which the Silkworm Crop cannot produce any silk in it's lifecycle on account of it being either dead or Diseased.

"Uni-Voltine" means having single brood in a season.

### 2. SCOPE OF COVER

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein to cover the Disease Free Layings (DFLs) of each insured Silkworm Crop, as specified in Schedule of the Policy, against Total Loss or Partial Loss, occurring due to any Covered Disease or any Accident including act of God perils namely storm, tempest, flood, inundation, earthquake, tornado, hurricane, cyclone, famine, drought, landslide, rockslide and lightning, at different Stages in the life cycle of Silkworm Crop, for an amount not exceeding the Sum Insured.

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### 3. EXCLUSIONS

The Company shall not be liable to make any payment under this Policy in connection with or in respect of:-

- Loss due to malicious or willful destruction or rough handling of the insured Silkworm Crop, carelessness, negligence, error or omission by the Insured/Policy Holder or any of its employees
- Loss due to Diseases contracted prior to the commencement of the Policy Period
- Loss due to intentional destruction of the entire or part of the insured Silkworm Crop unless the destruction is carried out for prevention or spread of the Diseases and is supported by the certificate issued by technical authorities of the sericulture department of the state/district or resorted to on orders of the lawfully constituted authority.
- Loss due to lack of supply of suitable, sufficient and quality Leaves
- Loss due to non observance of Management Practices & Preventive Measures for preventing the occurrence of Diseases and pests
- Losses due to rearing of eggs that were not free from Diseases
- Any loss during transit of eggs or Silkworms
- Any loss due to diseases/infections caught during the transit of DFLs/eggs/Silkworms
- Loss due to any Disease other than the Covered Diseases. Losses incurred due to any of the Covered Diseases are also not covered unless Management Practices & Preventive Measures are exercised.
- Loss due to the Pebrine Disease till the second Stage of the Silkworm Crop.
- Loss due to theft and / or Dacoity including looting, clandestine sale or missing worms
- Loss due to Natural mortalities
- Any loss of the nature of normal trade loss
- · Loss due to attack of ants, rodents, lizards and reptiles
- Any kind of losses incurred after the Pupal stage
- · Consequential loss or legal liability of any kind
- Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons.
- Any loss occurring due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds or any consequences thereof

## 4. BASIS OF SUM INSURED

Sum Insured, as mentioned in the Schedule of the Policy, is equivalent to the total cost of inputs namely cost of Disease Free Layings (DFLs), cost of Leaves, cost of labor and cost of disinfectants/ chemicals and other incidental costs. It is derived based on the actual input costs per 100 DFLs of Silkworm Crop rearing. For units below 100 DFLs (subject to a minimum of 50 DFLs) the Sum Insured shall be computed proportionately.

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# 5. BASIS OF ASSESSMENT OF CLAIMS:

In the event of loss that gives rise to a claim under this Policy, the claim amount will be arrived at depending upon the Stage at which the loss has occurred as per the following stage-wise value given at each Stage:

# IN CASE OF MULBERRY

S. No.	Stage	Amount of Compensation
0.110.	Cago	Amount of Componication
1.	Egg Stage,	20% of Sum Insured in case of Total Loss of all
	Stage I & Stage II	insured Silkworm Crops
2.	Stage III & Stage	35% of Sum Insured (for Multi-voltine and Cross
	IV	breed) in case of Total Loss of all insured
		Silkworm Crop
		40% of Sum Insured (for Bivoltine) in case of
		Total Loss of all insured Silkworm Crop
3	Stage V to Pupal	Difference between the amounts realized after the
	stage	sales of the Cocoons and the Sum Insured, or
		75% of Sum Insured (for Multi-voltine and Cross
		breed), (80% of Sum Insured (for Bi voltine))
		whichever is lower.

### IN CASE OF TASAR / OAK TASAR/ MUGA/ ERI/ OTHERS

S. No.	Stage	Amount of Compensation
1.	Egg Stage	25% of Sum Insured in case of Total Loss of all insured Silkworm Crop
2.	_	Difference between the amounts realized after the sales of the Cocoons and the Sum Insured, or 80% of Sum Insured, whichever is lower.

In case of Total Loss of part of the insured Silkworm Crop, the amount of compensation will be reduced proportionately.

#### 6. CLAIM PROCEDURE:

On the occurrence of any loss that gives rise to a claim under this Policy, the Insured should adhere to the following:

- > Immediate intimation to be given to the Company about the occurrence of loss of any kind whether Total or Partial Loss.
- > The dead worms, litter and other waste shall be removed from the rearing plot/ area immediately, but not before an inspection by the company representative in case of a loss.

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- Written notice with full particulars of the Insured and the insured Silkworm Crop must be given to the Company immediately but not exceeding twenty four hours from the time of the occurrence of Total or Partial Loss.
- > The Insured must submit the following documents to local office of the Company within fifteen days of the occurrence of the loss:
  - Duly completed claim form
  - Original Policy document
  - Vouchers/ bills/ cash memos supporting the cost of inputs/ DFLs/ chemicals/ Disinfectants
  - Cumulative loss assessment certificate from the competent authority of Government's Sericulture department certifying the cause of the death of silkworms.
  - Photographs of the dead/ Diseased Silkworm Crop. The pictures should be clear enough to deduce the loss.
  - In case of death/loss of the insured Silkworm Crop due to Covered Disease, all papers in connection with the treatment, diagnosis received from the authorized representative of the Government's Sericulture department
  - Any other document as required by the Company for processing the claim
- ➤ In case of Partial Loss, the sales value of the Cocoons is to be intimated to the Company, with the cash bills, vouchers or any other document as required by the Company for processing the claim, within 7 days of the sale, failing which the claim will be treated as no claim.
- > In case the claim is admitted by the Company, the Insured will be compensated within thirty days after all the documents, as required by the Company, are submitted.
- In the event of any attack of pest or occurrence of a Covered Disease which would cause Total or Partial Loss, the Company shall be informed immediately by phone/ fax message not later than twenty four hours and suitable entries shall be made in the pass books stating the cause of such Total or Partial Loss and at what Stage such loss has occurred.

### POLICY RELATED TERMS AND CONDITIONS

- 1. The Policy will be issued for one year and cover all the Silkworm Crops raised during the Policy Period, subject to the same being mentioned in the schedule at the beginning of the policy period.
- 2. A maximum relaxation for ten days would be allowed in the Projected Schedule for each Silkworm Crop during the Policy Period, provided the intimation is given to the Company in writing at least 7 days prior to the original date of cropping, as specified in Policy Schedule.
- 3. The Policy covers the egg stage to the Cocoon stage of the Silkworm Crop. Subject to payment of the Premium amount by the Insured/Policyholder, the cover starts from the time of purchase of DFLs/ supply of DFLs till the Cocoons are harvested/ marketed.
- 4. The insurance cover is extended only to DFLs supplied by licensed seed producer, graineurs of government grainages.
- 5. Insured needs to keep proper records in passbooks, registers and books of accounts.

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6. Premium is to be paid in advance for all the Silkworm Crops that the Insured plans to grow during the Policy Period.

### 7. Care & Maintenance

The Insured shall take care of the silkworm crop as mentioned below, failing which the Company has the right to treat the claim as inadmissible or to pay the claim on a substandard basis.

- a) The Insured will maintain a rearing record and a pass book wherein the details of each Silkworm Crop are recorded. These details would include the date of purchase/supply of DFLs, the crop season, quantity of DFLs, area of food plants/plantation to be utilized, date of laying, date of hatching, percentage of hatching, date & amount of all the expenditures made.
- b) The Insured shall exercise care and diligence at all times in the selection of labour and employees for maintenance and management of Silkworm Crop during the Silkworm rearing
- c) On occurrence of Disease or pest, immediate steps shall have to be taken by the Insured to prevent further spread of Disease / pest
- d) The dead worms, litter and other waste shall be removed from the rearing plot/ area immediately, but not before an inspection by the company representative in case of a loss.
- e) The Insured shall allow his premises to be inspected by the representative of the Company as and when required by the Company.
- f) In the event of any attack of pest or occurrence of a Covered Disease which would cause Total or Partial Loss, the Company shall be informed immediately by phone/ fax message not later than twenty four hours and suitable entries shall be made in the pass books with a cause of such Total of Partial Loss and at what Stage such loss has occurred.

#### PART III OF POLICY

### STANDARD TERMS AND CONDITIONS:

### 1. Incontestability and Duty of Disclosure

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

#### 2. Reasonable Care

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

### 3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured

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shall be a condition precedent to any liability of the Company to make any payment under this Policy.

# 4. Material change

The Insured shall immediately notify the Company in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

### 5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

#### 6. No constructive Notice

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

# 7. Notice of charge etc.

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

# 8. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

#### 9. Duties of the Insured on occurrence of loss

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

- a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Policy.
- b. Allow the surveyor or any representative of the Company to inspect the lost/damaged Silkworm Crop, premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.

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- c. Assist and not hinder or prevent the Company or any of its representatives in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in this Part.
- d. Not abandon the insured Silkworm Crop, nor take any steps to rectify/remedy the loss before the same has been approved by the Company or any of its representative or the surveyor or the loss assessor.

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

## 10. Rights of the Company on happening of loss or damage

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

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

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

### 11. Right to inspect

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

#### 12. Position after a claim

The Insured shall not be entitled to abandon any Silkworm Crop, whether the Company has taken possession of the same or not.

#### 13. Condition of Average

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If the insured Silkworm Crop be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

### 14. Subrogation

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

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

#### 15. Contribution

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

#### 16. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### 17. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 15 days notice in writing by registered post acknowledgment due post to the Insured at his last known address in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the deductions applicable in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the short period refund grid.

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Period On Risk	Rate Of Premium Refunded
Upto one month	50% of premium
Upto three months	25% of premium
Exceeding three months	Nil

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

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

In the event of the Insured not growing a particular Silkworm Crop, as declared in the Policy Schedule, and for which the Premium is already paid, the Insured can claim a refund of the proportionate amount, provided it/he declares to the Company the same, within 2 days of the beginning of the crop schedule of the said crop as declared in the Schedule of the Policy. The premium in such cases will be refunded subject to a deduction of Rs 2000 (Rupees Two Thousand Only).

# 18. Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

# 19. Arbitration clause

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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

# 20. Renewal notice

The Company shall not be bound to give notice that a renewal 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

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mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the indemnity 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.

#### 21. Notices

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

In case of the Insured, at the last known address of the Insured.

In case of the Company:

ICICI Lombard General Insurance Company Limited Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400 034.

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

# 22. Customer Service

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

#### 23. Grievances

In case the Insured is aggrieved in any way, the Insured should do the following:

Call the Company at toll free number: 1800 209 8888 or email us at insuranceonline@icicilombard.com

'If the Insured is not satisfied with the resolution then the Insured may successively write to the manager- customer service, corporate manager-customer service, national manager- customer service & finally Head – Customer Service at the following address:

ICICI Lombard General Insurance Company Limited Zenith House, Keshavrao Khadye Marg, Mahalaxmi, Mumbai-400 034

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

The details of Insurance Ombudsman are available on IRDA website: <a href="https://www.irdaindia.org">www.irdaindia.org</a>, on the website of General Insurance Council: <a href="https://www.generalinsurancecouncil.org.in">www.icialinsurancecouncil.org.in</a>, website of the company www.icicilombard.com or from any of the offices of the Company.

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