

PRADHAN MANTRI FASAL BIMA YOJANA - POLICY WORDING**PREAMBLE**

HDFC ERGO 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, the Sum Insured / appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

Policy No.

Issued at

Stamp duty

1.	DETAILS OF INSURED	
a)	Name of the Policy Holder / Insured	
b)	Father name and Mailing Address of the Policy holder / Insured	
c).	Contact No. of the Policy holder / Insured	
d).	Bank/Financial Institution	
e)	Bank account no	
f)	Bank IFSC Code	
g)	Bank Branch	

HDFC ERGO General Insurance Company Limited



2.	Other Details: (Please refer to the Annexure in case of group policy)		
a)	Address and Description of land under crop cultivation		
b)	Crop & Variety		
c)	Insured area (hectares):		
d)	Total cost of cultivation/scale of finance(Rs/hectare)		
e)	Stipulated yield/Threshold yield (Kg/hectare)		
f)	Stipulated price/Minimum Support Price(Rs/kg)		
3.	Policy Period:	From :	To:
4.	Sum Insured (in Rs)		
5.	Level of Indemnity		
6.	Deductibles (if any)		
7.	Premium:		
a)	Basic Premium	(Rs)	
b)	Add: Service Tax and Education Cess as applicable	(Rs)	
c)	Total Amount	(Rs)	
8.	Endorsements / Special		

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

	Conditions:	
--	-------------	--

Signed for and on behalf of the HDFC ERGO General Insurance Company Limited, at _____ on this date

Authorised Signatory

PART II OF THE SCHEDULE

1. DEFINITIONS

“Actual Yield” (AY) means yield per hectare of the insured Crop calculated on the basis of requisite number of Crop Cutting Experiments (CCEs) in the insured season for defined area or actual yield of insured Crop for the defined area and with in policy period under Policy.

“Bank” means 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.

“Company” means the HDFC ERGO General Insurance Company Limited.

“Crop” means the variety of seed and/ or plants the Insured cultivates as mentioned in schedule I.

“Crop Cutting Experiments” (CCE) means Crop experiments which consist of identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, threshing the produce and recording of the harvested produce for determining the percentage recovery of dry grains or the marketable form of the produce.

“Cropping Plan” is forming part of this policy showing the insurance cover selected by the Insured , the field number or name, the Crop and variety planted, the respective area (in ha) planted, the sowing date, the emergence date, the average yield per hectare, the value per ton of harvested Crop and the Sum Insured of this crop.

HDFC ERGO General Insurance Company Limited



Adding up all Sum Insured will show the total Sum Insured of the farm.

“Deductible” The Insured shall first bear an agreed percentage of the value at risk at the time of loss at the insured location as specified in the schedule on each and every loss caused by any insured peril and the Company shall only be liable for any amount in excess of the said loss amount.

“Defective Seeds” means the seeds sown which are not able to germinate and grow in the optimal conditions.

“Defined Area or Unit area of insurance” means specified area for the Notified Crop under the policy.

“Financial Institution” shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

“Insured” means entity whose name specifically appears as such in Part I of the Schedule to this Policy.

“Level of Indemnity” means the percentage of indemnity as specified in Part I of the Schedule to this Policy.

“Market Price Support” means indicator of the annual monetary value of gross transfers from consumers and taxpayers to agricultural producers arising from policy measures creating a gap between domestic producer prices and reference prices of a specific agricultural commodity measured at the farm-gate level.

“Minimum Support Price” means a minimum price for a product, decided by the Government with a view to ensuring remunerative prices to the farmers for their produce on the basis of the Commission for Agricultural Costs and Prices (CACP) recommendations.

“Notional Threshold Yield” means the threshold yield (TY) or guaranteed yield for a Crop shall be the average yield of the preceding 7 years excluding the year(s) in which a natural calamity such as drought, floods etc. may have been declared by the concerned Government/Authority, multiplied by level of indemnity. However, it may be ensured that at least 5 years yield data is available for calculating the threshold yield.

“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.

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

“Policy Period” shall mean the period commencing from the Policy Start Date and time and ending on Policy End Date and time as specifically appearing in Part I of the Schedule to this Policy.

“Policy” means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.

“Policyholder” means the person(s) or the entity named in Part I of the Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium (s).

“Proposal” means any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“Schedule” means the schedule, and any annexure to it, attached to and forming part of this policy.

“Sum Insured” means the amount as stated in Part I of the Schedule to this Policy which shall represent the Company’s maximum liability for any and all claims incurred under the Policy,

“Terrorism” means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

“Theft” 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.

“Threshold yield or guaranteed yield” means yield for a Crop in an insurance unit shall be the moving average based on the past three year’s average yield or five years average yield as per Crop, multiplied by the level of indemnity.

2. SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate the Insured Person for the

(i) prevented sowing/planting due to deficit rainfall or adverse seasonal conditions or

(ii) short fall in yield as stated in the Policy, resulting from Natural Fire and lightning, Storm, Hailstorm, cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood, Inundation, Landslide, Drought, Dry spells, Pests/ Diseases or

(iii) Post harvest losses incurred within two weeks period from harvesting only if crops are allowed in to dry in cut and spread condition in the field or

(iv) Losses/damage resulting from occurrence of identified localized risks of hailstorm, landslide and inundation of the Insured Crop if such deviation is as stated in coverage and within the defined area and specified time period, subject to the maximum Sum Insured specified in Part I of the Schedule to this Policy in the manner specified.

3. EXCLUSIONS

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

- The burning of the property by order of any public authority or subterranean fire.
- Fire during harvest due to spark originating from engine exhaust and/or other hot machinery parts on harvesters and/or tractors.
- Malicious, willful act or gross negligence of the Insured or any of his representative(s) or employee(s).
- any peril not specifically covered under the Policy.
- consequential loss whether or not caused by an insured peril.
- Instances where recognized good farming and harvesting practices have not been followed
- Controllable diseases, weeds and/or controllable insect infestations.
- Theft / clandestine sale of the Insured Crop
- Intentional destruction of the Insured Crop
- Poor crop stand due to either defective seed / sampling or unfavorable conditions prevailing during sowing period.
- Action of birds and animals
- Loss occurring prior to commencement of risk.
- Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased;
- 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

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

(i) Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel; or .

(ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(iii) 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.

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

4. BASIS OF SUM INSURED

Sum Insured per hectare for both loanee & non-loanee farmer will be same and equal to scale of finance decided by the District Level Technical Committee, and is pre-declared by SLCCCI and notified. Sum Insured for individual farmer is equal to the Sum Insured multiple by acreage of the notified crop. 'Area under cultivation' shall always be expressed in 'hectare'.

5. BASIS OF ASSESSMENT OF CLAIMS:

Insofar as it relates to loss or damage to the Crop Cultivated as specified in Part I of the Schedule to the Policy, with regard to which the Insured shall make a claim under this Policy, the basis upon which the Company shall assess the claim shall be as follows:

(i) PREVENTED SOWING/PLANTING RISKS

It is proposed to provide insurance cover (maximum up to 25% of sum insured) to farmers in case of widespread incidence affecting crops in more than 75% of normal area sown in a notified unit at early stage leading to total loss of crop or the farmers are not be in a position to either sow or transplant crop due to non-receipt of sufficient rainfall or excess rainfall or other weather.

The precondition for this cover is issuance of notification before commencement of normal sowing process and details of insurance coverage from banks should be advised to Insurance company..

Eligibility Criteria:

- i. The state govt. would provide Notified Insurance Unit and crop wise normal area sown at the beginning of the season within 15 days.
- ii. Notified Insurance Units will be eligible for "Prevented Sowing/Planting" pay-out only if more than 75% of Normal Crop Sown Area for notified crop remained unsown due to occurrence of any of the above perils.
- iii. The provision is invoked by the state government through notification based on the proxy Indicators.
- iv. Only those farmers would be eligible for compensation 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.
- v. The state govt. 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 Govt. official, media reports, area sown data released by State Govt.

(ii) WIDESPREAD CALAMITIES LOSSES

In the event that, for the defined area and during the time period specified in Part I of the Schedule to this Policy, Loss or damage to the insured Crop from the insured perils, the benefit payable to the Insured shall be the shortfall in yield and calculated as per the following formula

$$\frac{\text{Indemnity} = \text{Shortfall in Yield}}{\text{Threshold Yield}} \times \text{Sum Insured}$$

Where,

- Sum Insured is as defined for Government subsidized scheme in Part II of the Schedule to this Policy.
- Shortfall in Yield = 'Threshold Yield — Actual Yield' for the Defined Area

(iii) POST HARVEST LOSSES

1. It is proposed to provide for assessment of yield loss on individual plots 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 & spread' condition up to maximum period of two weeks (14 days) from harvesting for sole purposed of drying.

Eligibility criteria:

- 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.
- Available to all crops damaged by specified perils, which are left in the field after harvesting in "cut & 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

(iv) LOCALISED RISKS

1. It is intended to provide insurance cover 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:

HDFC ERGO General Insurance Company Limited



- 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. 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.
- iii. Only those farmers would be eligible for compensation under this cover who have paid the premium/the premium has been debited from their account before occurrence of the insured peril.
- iv. 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.

Proxy-Indicators: Report in the local media or reports of the agriculture/revenue department.

ON ACCOUNT PAYMENT OF CLAIMS

In case of adverse seasonal conditions during crop season, claim amount upto 25 percent of likely claims would be released in advance subject to adjustment against the claims assessed on yield basis. The on account payment will be considered only if the expected yield during the season is less than 50 percent of normal yield. The criteria for deciding on-account payment of claims shall be based on proxy indicators such as weather, agro-meteorological data / satellite imagery/acreage damaged or such other indicators to be decided by the Government, and will be implemented in States and for crops for which such proxy indicators can be established. Based on the above report joint inspection of the affected area will be done by Insurance Company for ground truthing with State Govt officials and arrive at extent of loss and estimated yield. On account claims would be calculated as per the following formula:

$$\text{Indemnity} = \frac{\text{Threshold Yield} - \text{Estimated Yield}}{\text{Threshold Yield}} \times \text{Sum Insured}$$

Where,

- Sum Insured is as defined for Government subsidized scheme in Part II of the Schedule to this Policy.

6. CLAIM PROCEDURE:

i) PREVENTED SOWING/PLANTING RISKS

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

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

ii) WIDE SPREAD CALAMITIES RISKS

State Govt will provide the actual yield data of defined area under insurance. Pay out calculation will be done as per 5 (ii) Part II of the schedule and claims if any will be paid directly to the insurer.

iii) POST HARVEST LOSSES

Upon the happening of any event, insured shall give immediate intimation (within 48 hours of the loss event) directly or via Bank Official or District Administration or State Govt and Intimation must contain details of survey number-wise insured crop and acreage affected. Insurance company shall conduct the loss survey in the insured area and claims if any will be settled to the insurer.

iv) LOCALISED RISKS

Upon the happening of any event, insured shall give immediate intimation (within 48 hours of the loss event) directly or via Bank Official or District Administration or State Govt and Intimation must contain details of survey number-wise insured crop and acreage affected. Insurance company shall conduct the loss survey in the insured area and claims if any will be settled to the insurer.

(v) ON ACCOUNT CLAIMS

Upon the happening of any event, Joint committee of State Govt will issue damage notification order to Insurance Company within 7 days from the adverse seasonal event. Based on the above report, a joint inspection of the affected area will be done by Insurance Company for ground truthing with State Govt officials and arrive at extend of loss and claims if any will be settled to the insurer.

Claim Documents

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

- Duly completed claim form (only in case of post harvest losses and localized risks covers)
- Land records as per Government norms as applicable

PART III OF SCHEDULE

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:

HDFC ERGO General Insurance Company Limited



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 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 by fax 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 to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.
5. **Records to be maintained:**
The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.
6. **No constructive Notice:**
Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
7. **Notice of charge etc.:**
The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.
8. **Special Provisions:**
Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
9. **Overriding effect of Part II of the Schedule:**
The terms and conditions contained herein and in Part II of the Schedule 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 Schedule, 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 Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.
10. **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 Schedule.
 - b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
 - c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.

- d. Not abandon the insured Property/item / premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

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

11. Rights of the Company on happening of loss or damage:

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

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

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

12. Right to inspect:

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

13. Position after a claim:

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

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

HDFC ERGO General Insurance Company Limited



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 subject matter of this insurance, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

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 policy may be cancelled by or on behalf of the company by giving the insured at least 15 days written notice and in such event the company shall refund to the insured a pro rata premium for the unexpired policy period. For the avoidance of doubt, the company shall remain liable for any claim that was made prior to the date upon which the insurance was cancelled.

The Company may cancel this policy on grounds of misrepresentation, fraud, non disclosure of material facts, non cooperation by the insured or anyone acting on his behalf. Such cancellation of the policy will be from inception date or the renewal date (as the case may be) upon 15 days notice and by sending an ENDORSEMENT in this regard at insured's address shown in the SCHEDULE without refund of any premium

The policy may also be cancelled by the insured at any time by giving at least 15 days written notice to the company. The company will refund premium on a short period basis by reference to the time cover is provided, subject to a minimum retention of premium of Rs. 250/-.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Upto 1 month	50% of premium
Upto 3 months	25% of premium
Exceeding 3 months	Nil

18. Policy Disputes:

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

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.

20. Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. 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 address specified in Part I of the Schedule.

In case of the Company:

HDFC ERGO General Insurance Company Limited 6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri, Mumbai – 400059.

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

22. Customer Service:

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

23. Grievances:

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

GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre (Toll free helpline)
1800 2 700 700 (accessible from any Mobile and Landline within India)
1800 226 226 (accessible from any MTNL and BSNL Lines)
- Emails – grievance@hdfcergo.com

HDFC ERGO General Insurance Company Limited



- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell ,
HDFC ERGO General Insurance Company Ltd.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai – 400059

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
6th floor, Leela Business Park.
Andheri Kurla Road,
Andheri (E), Mumbai – 400059
e-mail: principalgrievanceofficer@hdfcergo.com

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

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

Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
AHMEDABAD - Shri. / Smt. Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU - Shri. M. Parshad Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase,	Karnataka.	14-08-2014

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

HDFC ERGO General Insurance Company Limited



Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in		
BHOPAL - Shri. R K Srivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	Madhya Pradesh Chattisgarh.	27-05-2013
BHUBANESHWAR - Shri. B. N. Mishra Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	Orissa.	22-07-2014
CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	21-09-2012
CHENNAI - Shri Virander Kumar Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	09-05-2013
DELHI - Smt. Sandhya Baliga Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	Delhi.	15-07-2014
GUWAHATI - Sh. / Smt. Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

HDFC ERGO General Insurance Company Limited



Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in		
HYDERABAD - Shri. G. Rajeswara Rao Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	15-05-2013
JAIPUR - Shri. Ashok K. Jain Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in	Rajasthan.	10-10-2014
ERNAKULAM - Shri. P. K. Vijayakumar Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	14-07-2014
KOLKATA - Shri. K. B. Saha Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.	30-07-2014
LUCKNOW - Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar,	04-08-2014

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

HDFC ERGO General Insurance Company Limited



Office Details	Jurisdiction of Office (Union Territory, District)	Date Of Taking Charge
	Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	
MUMBAI - Shri. A. K. Dasgupta Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	16-05-2013
NOIDA - Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@gbic.co.in	Bihar, Jharkhand.	
PUNE - Shri. A. K. Sahoo Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	10-09-2014

The complaint should be made in writing duly signed by the complainant or by his legal heirs with full details of the complaint and the contact information of complainant.

As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer within a period of one year from the date of rejection by the insurer if it is not simultaneously under any litigation.

Registered & Corporate Office: HDFC House, 1st Floor, 165 - 166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020. Customer Service address: 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri East. Mumbai – 4000059. Toll-free: 1800 2 700 700 (Accessible from India only) Fax: 91 22 66383699 | care@hdfcergo.com | www.hdfcergo.com CIN : U66010MH2002PLC134869 IRDAI Reg No.125.

HDFC ERGO General Insurance Company Limited



Claim Settlement

The company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.