



**HDFC ERGO CROP INSURANCE POLICY**

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)	Mailing Address of the Policy holder / Insured
c)	Contact No. of the Policy holder / insured
d)	Bank/Financial Institution
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 (ha):





d)	Stipulated Harvest (tons/ha)		
e)	Overall yield / Threshold yield (tons)		
f)	Stipulated price per ton:		
3.	Policy Period:	From :	To:
4.	Sum Insured (in Rs)		
5.	Level of Indemnity		
6.	<b>Premium</b>		
a)	Basic Premium	(Rs)	
b)	Add: Service Tax and Education Cess as applicable	(Rs)	
c)	Total Amount	(Rs)	
7.	Endorsements / Special 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)** 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.

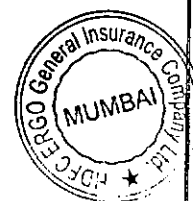
Adding up all sum insured will show the total sum insured of the farm.

**"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.

**"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.

**"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 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 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 for any loss incurred to:

- Any crop which has been harvested prior to inspection by our loss assessor.

3.3 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.

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

#### 4. BASIS OF SUM INSURED

##### For Government subsidized scheme

##### In case of Loanee Farmers

Sum Insured would be at least equal to the amount of crop loan sanctioned/advanced, which may extend up to the value of the threshold yield of the insured crop at the option of insured farmer. Where value of the threshold yield is lower than the loan amount per unit area, the higher of the two is the Sum Insured, where value of Threshold Yield is as defined below.

Value of Threshold yield = Notional Threshold Yield x Level of Indemnity x Minimum Support Price (MSP) of the current year

##### In case of Non – Loanee Farmers

Sum Insured would be equal to the **Value of Threshold yield** of the insured crop

Value of Threshold yield = Notional Threshold Yield x Level of Indemnity x Minimum Support Price (MSP) of the current year

However, on payment of additional premium, the farmer can opt for with higher coverage. sum insured above 100% and up to 150% of the value of average yield of the notified area.

#### 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:

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

#### 6. CLAIM PROCEDURE:

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

6.1 Give the company immediate notice of the occurrence.

6.2 Give the Company written notice within 24 hours after the occurrence in the prescribed format,

It shall be condition precedent to the payment of any indemnity that the Insured makes available to the Company, any and all information requested by the Company and allows the access to authorized representative of the company or loss accessor deputed by the Company to verify and substantiate the total production of the crop insured under this policy.

#### 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
- Land records as per Government norms
- Certificate from certifying agency nominated by Government or authorized by the Company.
- Other than Government subsidized scheme, two photographs of damaged or loss incurred area of insured crop which shows the loss under the policy.

#### 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.

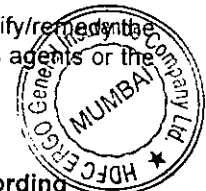
2. Reasonable Care:

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:**  
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/repair 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.

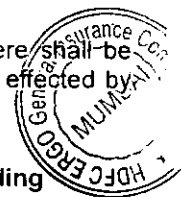
14. Subrogation:

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 organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

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

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 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:

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:

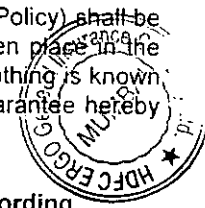
If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, 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.

**CROP INSURANCE POLICY - 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:

Our website: [www.hdfcergo.com](http://www.hdfcergo.com)  
Email: [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)  
Toll Free: 1800-226-226/ 1800-2700-700  
Fax: 022-66383699  
Courier: Any of Our Branch office or corporate office

You may also approach the grievance 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 Grievance Cell, HDFC ERGO General Insurance Company Limited, 6th Floor, Leela Business Park, Andheri Kurla Road, Andheri, Mumbai – 400059**

In case you are not satisfied with the decision/resolution of the Company, you may approach the Insurance Ombudsman at the address given 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

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1 <sup>st</sup> Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1 <sup>st</sup> Floor, Moin Court, Lane Opp. Saleem Function Palace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 <sup>nd</sup> Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2 <sup>nd</sup> Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6 <sup>th</sup> Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 <sup>st</sup> Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

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.

