

- 7. Sum Insured :
- 8. Level of Indemnity:
- 9. Premium:

Basic premium	(Rs.)	<input type="text"/>
Add: Service Tax and Education Cess as applicable		<input type="text"/>
Total Amount	(Rs.)	<input type="text"/>

10. Endorsements/Warranties

Signed for and on behalf of the ICICI Lombard 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 Crop calculated on the basis of requisite number of Crop Cutting Experiments in the insured season, for Defined Area¹ or yield of Crop for the Insured Area² that corresponds with the Policy Period.

“Bank” means a bank licensed under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

“Company” means the ICICI Lombard General Insurance Company Limited.

“Crop” means the variety of seed and/ or plants the Insured cultivates, as described in Part I of the Schedule to this Policy.

“Crop Cutting Experiments”³ means the crop experiments that are undertaken for determining the percentage recovery in the form of dry grains or the marketable form of the produce. These experiments comprise of (i) identification and marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, (ii) threshing the produce and (iii) recording of the harvested produce.

“Cropping Plan” means a detailed statement forming part of this Policy which indicates the insurance cover available to the Insured. This statement comprises of the identification of the field covered, the Crop and variety planted, the respective area (in ha) planted, the Average Yield per hectare, the value per ton of harvested Crop and the sum insured for this Crop.

“Defined Area”⁴ means the specified area of cultivation 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 person(s)/ entity(ies) whose name(s) specifically appear as such in Part I of the Schedule to this Policy.

“Insured Area” means the area under cultivation which is covered under the Policy.

“Level of Indemnity” means the percentage of indemnity as specified in Part I of the Schedule to this Policy which is considered while arriving at the Sum Insured under the Policy.

“Minimum Support Price”⁵ means the minimum price fixed by the Government of India or the State Government for purchase of Notified Crop. This price is fixed by the

¹ Applicable for Government Subsidised Schemes

² Applicable for Non-Government Subsidised Schemes

³ Applicable for Government Subsidised Schemes

⁴ Applicable for Government Subsidised Schemes

⁵ Applicable for Government Subsidised Schemes

Government to provide protection to agricultural producers against any sharp drops in prices.

"Notified Crop"⁶ is the Crop which is selected for the insured season in the Defined Area as selected by the Government authority for the crop insurance with the consent of the insurer and which is specifically mentioned in the Part I of the Schedule to the Policy.

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

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"Stipulated Harvest"⁷ means the recovery of the Crop in the form of dry grains or the marketable form of the produce which is expected from per unit of the Insured Area.

"Stipulated Price"⁸ means the expected price per unit weight of the Stipulated Harvest which can be realized upon harvesting of the Crop in the Insured Area.

"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.

⁶ Applicable for Government Subsidised Schemes

⁷ Applicable for Non-Government Subsidised Schemes

⁸ Applicable for Non-Government Subsidised Schemes

"Threshold Yield"⁹ means the expected yield for a Crop cultivated on the Defined Area. It is calculated as the moving average based on the past three year's average yield or five years average yield, depending on the 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 for the Shortfall 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 Crop if such deviation is as stated in coverage and within the Insured Area and Policy 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 Crop arising from:

- The burning of the Crop 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 a peril covered under the Policy.
- 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 Crop
- Intentional destruction of the Crop
- Poor Crop stand due to either defective seed/ sampling or unfavorable conditions prevailing during sowing period.
- Loss occurring prior to the Policy Period.
- 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:

- Harvested Crops and Crop in transit
- Any Crop which has been harvested prior to inspection by our loss assessor or without the consent of the Company upon happening of a claim.

⁹ Applicable for Government Subsidised Schemes

- 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 the Insured arising out of damage or loss to the 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.

4. BASIS OF SUM INSURED

4.1 For Government subsidized schemes:

Sum Insured is equal to the value of the Threshold Yield of the Crop, where value of Threshold Yield is calculated as:

$$\text{Value of Threshold Yield} = \text{Threshold Yield} \times \text{MSP (Minimum Support Price)}$$

$$\text{Where, Threshold Yield} = \text{Insured Area} \times \text{Average Yield} \times \text{Level of Indemnity}$$

4.2 For Non - Government subsidized scheme

$$\text{Sum Insured} = \text{Overall yield} \times \text{Stipulated Price}$$

$$\text{Where, Overall yield} = \text{Insured Area} \times \text{Stipulated harvest} \times \text{Level of Indemnity}$$

5. BASIS OF ASSESSMENT OF CLAIMS:

Insofar as it relates to loss or damage to the Crop cultivated in the Insured Area during the Policy Period, with regard to which the Insured shall make a claim for losses arising out of perils covered under this Policy, the basis of assessment of the claim shall be as follows:

5.1 For Government subsidized scheme

$$\text{Claim settlement amount} = \text{Shortfall in Yield/ Threshold Yield} \times \text{Sum Insured, where}$$

- Sum Insured is as defined in point 4.1 for Government subsidized scheme in Part II of the Schedule to this Policy.
- Shortfall in Yield = (Threshold Yield – Actual Yield) for the Insured Area

5.2 For Non - Government subsidized scheme

Claim settlement amount = Shortfall in Yield/ Overall Yield x Sum Insured, where

- Sum Insured is as defined in point 4.2 for other than Government subsidized scheme in Part II of the Schedule to this Policy.
- Shortfall in Yield = (Overall Yield – Actual Yield) for the Insured 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 of the loss.
- 6.2 Give the Company written notice within 24 hours after the occurrence of the loss in the prescribed format.

It shall be a condition precedent to the payment of any indemnity that the Insured makes available to the Company, any and all information requested by the Company and allows the access to authorized representative of the Company or loss assessor 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.
- Copy of Certificate of Insurance.
- Other than Government subsidized scheme, two photographs of damaged or loss incurred area of 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 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. 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.

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 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 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 property and examine, sort, arrange, remove or other wise deal with the same; and,
- c. 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.

11. 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.

12. Position after a claim

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

13. Condition of Average

If the Insured property 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. 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.

15. 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.

16. Cancellation/termination

The Company may at any time, cancel this Policy on grounds like fraud, moral hazard or misrepresentation, 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
Up to 1 month	50% of premium
Up to 3 months	25% of premium
Exceeding 3 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 Person/ admitted by the Company under the Policy.

Notwithstanding anything contained herein or otherwise stated, any request of cancellation shall be confirmed by Financial Institution (s) whose name appears in Part I of the Policy.

17. 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.

18. 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.

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

20. 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:

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

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.

21. 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.

22. Grievances

In case Insured is aggrieved in any way, the Insured may contact the Company by either by-

1. Calling the Company at toll free number: 1800 209 8888 or email us at insuranceonline@icicilombard.com
2. If the Insured is not satisfied with the resolution then he may successively write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

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

If the issue still remains unresolved, 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: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the company www.icicilombard.com or from any of the offices of the Company

ENDORSEMENT APPLICABLE TO THE POLICY

E1: AGREED BANK CLAUSE

It is hereby declared and agreed:-

- That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as agents for such other parties.
- That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.