Digit Pradhan Mantri Fasal Bima Yojana (PMFBY)

UIN: IRDAN158RP0029V01201718

Whereas the Insured Specified (You) named in the Schedule has made a proposal to Go Digit General Insurance Ltd. (hereinafter called the Company/DIGIT/Us), which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible.

The Liability of the Company in Any One Policy Period shall in no case exceed the Limit of Indemnity shown in the Schedule for any one loss.

A. Definitions

1. ***"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 and within policy period under Policy.
2. ***"Bank"*** means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India [RBI] to carry on banking business in India. Bank shall also include Cooperative Banks, RRBS or any Financial Institution disbursing/granting credit to the agriculture sector as per relevant guidelines of NABARD/RBI.
3. ***"Company"*** means the Go Digit General Insurance Limited.
4. ***"Crop"*** or "Crops" means the variety of seed and/ or plants the Insured cultivates as mentioned in the Policy Schedule. Cropped has to be construed accordingly.
5. ***"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.
6. ***"Cropping Plan"*** means *a* detailed statement 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 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.
7. ***"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.
8. ***"Defined Area or Unit area of insurance"*** means specified area for the Notified Crop under the policy.
9. ***"Endorsement"*** means any alteration made to the policy which has been agreed to by the company in writing.
10. ***"Exclusion"*** means the damages/perils/properties/contingencies which are not covered under the policy and the company has no liability in the event of loss occurrence.
11. ***"Financial Institution"*** shall have the same meaning assigned to the term under section 45 of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 of the Reserve Bank of India Act, 1934.
12. "Harvesting" means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm.
13. ***"Insured"*** means person(s)/ entity (ies) whose name specifically appears as such in Policy Schedule.
14. "Insured Area" or "Insurance Unit" means the area under cultivation which is covered under the Policy and notified by State Government.
15. "Loanee Farmers" are those Farmers for whom agricultural loans have been sanctioned or disbursed by Bank/ Financial Institutions.
16. "Level of Indemnity" means the percentage of indemnity as specified in the Policy Schedule.
17. "Major Crops" are those crops which are grown by majority of the farmers in the notified area in the season.
18. "Minimum Support Price" means a minimum price for a Notified Crop, 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.

19. **"Notified Crop"** is the Crop which is selected for the insured season in the defined area by the Company or selected by the Government authority for the crop insurance with the consent of the Company and which is specifically mentioned in the Policy Schedule. It shall include
    Food Crops (Cereal, Millets, Pulses)
    Oil seeds
    Annual Commercial /Annual Horticultural Crops
20. **"Notional Threshold Yield"** means the threshold yield (TY) or guaranteed yield for a Crop shall be the average yield multiplied by level of indemnity. Average yield will be calculated on the basis of the data for the preceding 7 years excluding two year(s) in which a natural calamity such as drought, floods etc. may have been declared by the concerned Government/Authority [not more than two such calamity years shall be excluded from calculation of threshold yield, even in instances where declared calamity years are more than two during the preceding seven years]. However; it may be ensured that at least 5 years yield data is available for calculating the threshold yield.
21. **"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.
22. **"Policyholder"** means the person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premium (s).
23. **"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 the Policy Schedule.
24. **"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.
25. **"Schedule"** means the schedule, and any annexure to it, attached to and forming part of the Policy.
26. **"SLCCCI"** means State Level Coordination Committee on Crop Insurance as per Pradhan Mantri Fasla Bima Yojana.
27. **"Sum Insured"** means the amount as stated in the Policy Schedule which shall represent the Company's maximum liability for any and all claims incurred under the Policy,
28. **"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 organization(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.
29. **'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.

B. Scope of Cover

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to indemnify the Insured Person for crop Loss to the Insured Crop due to the occurrence of the following risks during the period of Insurance.

1) Prevented sowing/planting risk

Loss caused to the Insured if the Insured area is prevented from sowing/planting due to deficit rainfall or adverse seasonal conditions subject to the following conditions

1) Crops in More than 75% of the area sown in a Insurance Unit are affected at an early stage leading to total loss of crop or the farmer not in a position to either sow or transplant the crop
2) The Company has been informed about the issuance of the notification of the scheme and details of Insurance coverage from Banks before the commencement of normal sowing process.
3) The provision is invoked by the State Government through notification based on proxy indicators like Rainfall data, other weather data, satellite imagery and crop condition reports by District level state Government official, media reports and area sown data released by state Government. The state Government would notify crop wise and agro –climatic zone or district wise cut off dates by which this provision could be invoked.
4) Only those farmers would be eligible for financial support under this cover who have paid the premium/the premium has been debited by the Bank to the Insured's account and received by the Company of such Premium on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular

Crop and season.

5) The cover is available to Major Crops only

2) Sowing to Harvesting:

Cover for loss of Yield due to non–preventable risks namely Drought, Dry spells, Flood, Inundation, pests and diseases, landslides, natural fire and lightening, storm, hailstorm, cyclone, Typhoon, tempest, hurricane and tornado. Only those farmers who have paid the premium/the premium has been debited by the Bank to the Insured's account and received by the Company on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular Crop and season would be eligible for coverage.

3) Post-Harvest Losses

Assessment of Yield loss on Individual plot basis caused to Crops in case of occurrence of cyclone, cyclonic rains and unseasonal rains in Insurance Unit resulting in damage to harvested crop lying in the field in "cut and spread" condition upto a maximum of 14 days from harvesting for the sole purpose of drying.

4) Localized Calamities

Loss or damage to notified crops resulting from occurrence of identified localized risks of Hailstorm, Landslide, and Inundation affecting part of a notified unit or isolated farms in the notified unit provided

1) The maximum liability is limited to proportionate Sum Insured of damaged Crop's area based on the proportion of cost of inputs incurred during the sowing period to the sum Insured.
2) Only those farmers who have paid the premium/the premium has been debited by the Bank to the Insured's account before occurrence of the insured peril, and received by the Company on or before the due date in accordance with cut off dates as specified by SLCCCI for that particular Crop and season would be eligible for coverage under the Policy

Option to Change Crop name

1) The Insured Covered on Voluntarily basis can avail of the insurance cover before actual sowing/planting based on advance Crop planning
2) For any reason if the insured changes the Crop planned earlier, he should intimate the change to the Company at least 30 days before the cutoff date for buying insurance or sowing through financial institution/channel partner/insurance intermediary/directly as the case may be with difference of premium payable, if any, accompanied by sowing certificate issued by concerned village/sub district level official of the state. Excess premium if any will be refunded by the company
3) Loanee farmers can also change the name of the Insured Crop from the original Crops submitted in the loan application but such changes should be submitted in writing to the concerned bank branch well in advance so that the proposed Crops are insured .
4) Changes from non-notified Crops to notified Crops without submitting the sowing certificate is not permissible

C. EXCLUSIONS

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:

1) The burning of the Crop by order of any public authority.
2) Malicious, willful act or gross negligence of the Insured or any of his representative(s) or employee(s).
3) Any peril not specifically covered under the Policy.
4) Other preventable risks.
5) Consequential loss whether or not caused by an insured peril.
6) Theft/clandestine sale of the Insured Crop
7) Intentional destruction of the Insured Crop
8) Action of birds and animals including grazed and destroyed by Domestic and/or wild animals
9) Loss occurring prior to commencement of risk.
10) 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
11) Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear

fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof 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.

12) Harvested Crops bundled and heaped at the place before Threshing,

D. SUM INSURED

1) Sum Insured per hectare for both loanee and non-loanee farmers will be same and equal to the Scale of Finance as decided by the District Level Technical Committee, and would be pre-declared by SLCCCI and notified. No other calculation of Scale of Finance will be applicable.
2) Sum Insured for individual farmer will be same and equal to the Scale of Finance per hectare multiplied by the area of the notified Crop proposed by the farmer/Bank for Insurance. Area under cultivation shall always be expressed in Hectare.
3) Sum insured for irrigated and un-irrigated areas may be opted separately.

E. ASSESSMENT OF CLAIMS

Widespread Calamities – If the "Actual Yield" per hectare of the insured Crop for the Defined Area (on the basis of requisite number of Crop cutting experiments) in the insured season, falls short of the specified "Threshold Yield", all the insured farmers growing that Crop in the defined area are deemed to have suffered shortfall in their yield.
CLAIM SHALL BE CALCULATED AS PER THE FOLLOWING FORMULA

(Threshold – Actual Yield)/Threshold Yield* Sum Insured

Where Threshold yield for a Crop in a notified insurance unit is the average yield of past seven years (excluding a maximum of two calamity year(s) as notified by the state Government /UT multiplied by the applicable indemnity level for that Crop

F. ON ACCOUNT PAYMENT OF CLAIMS DUE TO MID SEASON ADVERSITY

All notified Insurance units would be eligible for "ON ACCOUNT" payment in case of adverse seasonal conditions viz floods, prolonged dry spells, severe drought etc., provided:

1) If the expected yield of the affected Crops during the season is less than 50% of the threshold yield.
2) State government has invoked this provision through damage notification based on proxy indicators such as rain fall data, other weather data, satellite imagery, Crops condition reports by district level state Government officials supported by media reports.
3) If adversity occurs within 15 days before the normal Harvest time, this provision will not be invoked.
4) The company may decide the quantum of likely losses and the amount of on account payment based on joint survey of the company and state government officials.
5) The amount of the on account payment shall be up to a maximum 25% of likely claims and would be subject to adjustment against the claims assessed on yield basis.

1) LOSS ASSESSMENT PROCEDURE FOR ON ACCOUNT PAYMENT

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

6) On-account payment would be calculated as per following formula:

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

2) TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

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

3) CONDITIONS

1) Mere disbursement/sanction of loan without receipt/debit of premium and receipt of the same by the Company before the notification of calamity would not make a farmer eligible for the claim.
2) The On-account payment would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
3) On-account payment would be paid to all eligible insured farmers within one month of the notification invoking this provision by the State Government and subject to receipt of loss report from State Government.
4) These claims would be adjusted from the end season area approach yield based claims.

G. LOSS ASSESSMENT PROCEDURE FOR PREVENTED /FAILED SOWING AND PREVENTED PLANTING/GERMINATION CLAIMS

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

CONDITIONS

1) The cover will be available for Major Crops only.
2) Mere disbursement/sanction of loan without receipt/debit of premium and receipt of the same by the Company before the notification of calamity won't make a farmer eligible for claim.
3) The Company would disburse the claim within 30 days of the State's order/notification invoking the event of the insured risk provided the data on estimated area sown have been received from State Government.
4) The pay-out under the cover would be disbursed by the insurance company only after the receipt of Government share of premium subsidy.
5) Insurance Cover would terminate for the affected Crop in a Notified Insurance Unit once a claim under this section is invoked and the Affected Insurance Unit/Crop would not be eligible for area yield based claim calculated at the end of the season.
6) This provision would be needed to be invoked within the cut-off date as notified by the state government, beyond which if invoked, no claim would be payable.
7) Once this provision is invoked, no fresh enrolment of farmers for the affected notified Crops and areas would be done.
8) Once exigency is invoked it applies to all the insured farmers in the Notified Insurance Unit for a given Crop, including for those whose Crop survived.

H. LOSS ASSESSMENT PROCEDURE FOR POST HARVEST LOSSES

1) TIME AND METHOD OF REPORTING THE LOSS/CLAIMS

1) Immediate intimation (within 48 hours) by the insured farmer to any one as detailed below.
2) Intimation must contain details of survey number-wise insured Crop and acreage affected.
3) Premium payment verification to be reported in next 48 hours by the farmer/Bank.

2) WHOM TO BE REPORTED (CHANNEL OF REPORTING)

1) Intimation may be given within 48 hours by farmer either directly to (i) the Company, (ii) concerned Bank, (iii) local agriculture department, government/district officials or (iv) through toll free number (Centralized dedicated Toll Free Number for claim intimation/ intimations can be redirected to us through backend) to the

Company. First mode of intimation will be centralized Toll Free Number.

2) In absence of such a facility, the report can be given to banks or Government officials and the same would be forwarded/intimated to the Company immediately. The banks would verify the insured details like Crop insured, sum insured, premium debited and date of debit and details of remittance/RTGS before sending the same to the Company

3) DOCUMENTARY EVIDENCE REQUIRED FOR CLAIM ASSESSMENT

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

4) APPOINTMENT OF LOSS ASSESSORS BY THE INSURANCE COMPANY

1) The loss assessors would be appointed by the Company for assessment of losses due to the operations of Post- harvest losses (Yield Insurance).
2) The loss would be jointly assessed by a team comprising of loss assessor appointed by the Company, block level agriculture officer and the concerned farmer.

5) TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

1) Appointment of loss assessor within 48 hours from receipt of information
2) Loss assessment to be completed within next 10 days
3) Claim settlement/payment to the farmers to be completed in next 15 days (subject to receipt of premium) from loss assessment report.
4) If the affected area under a notified Crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers (who have taken insurance for the notified Crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified insurance unit would be deemed to have suffered post-harvest loss and would be eligible for financial support. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the insurance company.
5) If the claim on area approach (based on CCEs) is more than the claims of the Post-Harvest losses, the difference claims will be payable to affected farmers. If claim for Post-Harvest is higher, no recovery will be applicable from affected farmers.

6) CONDITIONS

1) Mere disbursement/sanction of loan without receipt/debit of premium before the occurrence of insured peril would not make a farmer eligible for claim.
2) When affected area is limited up to 25% of total insured area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have paid premium and the Company has received the premium prior to occurrence of insurance peril.
3) The pay-out under the cover would be disbursed by the Company only after the receipt of Government share of premium subsidy.
4) The Company would disburse the claim, if payable within 30 days of receipt of report on survey of loss.
5) If end of season claim based on the yield data is more than the claim under this cover, the balance would be paid at the end of the season under widespread claims.
6) Farmers getting enrolled or whose premium is debited and received by the Company after occurrence of insurance peril would not be eligible for financial support under this cover.

I. LOSS ASSESSMENT PROCEDURE FOR LOCALIZED RISKS

1) TIME AND METHOD OF REPORTING THE LOSS/CLAIMS

1) Immediate intimation (within 48 hours) by the insured farmer to any one as detailed in (iv.a) below.
2) Intimation must contain details of survey number-wise insured Crop and acreage affected.
3) Premium payment verification to be reported in next 48 hours by the farmer/ Bank and duly received by the Company.
4) Mobile application may be used for reporting incidents of localized risks for intimation of events including

longitude/ latitude details and pictures using NRSC Mobile App.

2) WHOM TO BE REPORTED (CHANNEL OF REPORTING)

1) Intimation may be given within 48 hours by farmer either directly to the Company, concerned bank, local agriculture department, government/district officials or through toll free number (Centralized dedicated Toll Free Number for claim intimation/intimations can be redirected to us through backend) to the Company. First mode of intimation will be centralized Toll Free Number.
2) In absence of such a facility, the report can be given to banks or Government officials and the same would be forwarded/intimated to the Company immediately. The banks would verify the insured details like Crop insured, sum insured, premium debited and date of debit before sending the same to us

3) DOCUMENTARY EVIDENCE REQUIRED FOR CLAIM ASSESSMENT

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

4) APPOINTMENT OF LOSS ASSESSORS BY THE INSURANCE COMPANY

1) The loss assessors would be appointed by the Company for assessment of losses due to the operations of Post- harvest losses (Yield Insurance).
2) The loss would be jointly assessed by a team comprising of loss assessor appointed by the Company, block level agriculture officer and the concerned farmer.

5) TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

1) Appointment of loss assessor within 48 hours from receipt of information
2) Loss assessment to be completed within next 10 days
3) Claim settlement/payment to the farmers to be completed in next 15 days (subject to receipt of premium) from loss assessment report.
4) Maximum liability would be limited to proportionate Sum Insured of damaged Cropped area.
5) 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.
6) If the affected area under a notified Crop is more than 25% of the total insured area in a notified insurance unit, all the eligible farmers (who have taken insurance for the notified Crop, which has been damaged, and informed about occurrence of calamity in the farm within the stipulated time) in the notified Insurance Unit would be deemed to have suffered localized loss and would be eligible for financial support. Percentage of loss would be arrived at by requisite percentage of sample survey (as decided the Joint Committee) of affected area by the Company.

6) CONDITIONS

1) Mere disbursement/sanction of loan without receipt/debit of premium and receipt by the Company before the occurrence of insured peril would not make a farmer eligible for claim.
2) When affected area is limited up to 25% of total insured area in the notified insurance unit, the losses of eligible farmers would be assessed individually provided they have paid and the Company has received the premium prior to occurrence of insurance peril.
3) The pay-out under the cover would be disbursed by the Company only after the receipt of Government share of premium subsidy.
4) The Company would disburse the claim, if payable within 30 days of receipt of report on survey of loss.
5) If, at the end of season, based on the yield data, claim is more than the claim under this cover, the balance would be paid at the end of the season under widespread claims.
6) Farmers getting enrolled or whose premium is debited after occurrence of insurance peril would not be eligible for financial support under this cover.
7) Bank would remit farmers premium with farmers list within 7 days of intimation of loss under this section, if not sent earlier.

J. PROCEDURE FOR SETTLEMENT OF CLAIMS TO THE FARMERS

1) Upfront premium subsidy from Government of India and concerned State/UT, should have been received for the season, by the Company to enable them to settle the claim.
2) In case of widespread calamity (end of season claims), once yield data is received from State Government as per the cut-off-dates decided, claims will be worked out as per Declarations/ proposals received from banks /channel partners / insurance intermediaries for each notified area and Crops and claims will be approved by Competent Authority of the Company i.e. Implementing Agency (IA).
3) In case of farmers covered through Banks, claims shall be released only through electronic transfer, followed by hard copy containing claim particulars, to individual Bank branches/ nodal Banks; and Bank branches/ PACs at grass root level, is expected to credit into accounts of individual farmers within a week of receipt of claim amount from the Company and shall provide a certificate to the Company along with list of farmers benefited. Bank Branch should also display particulars of beneficiaries on notice board and also upload the same on Crop insurance portal.
4) In case of farmers covered on voluntary basis through agents/intermediaries, payable claims will directly credited to the concerned bank accounts of insured farmers and details of the claims may also intimated to them. The list of beneficiaries may also be uploaded on the Crop insurance portal immediately.
5) In case of claims under prevented/failed sowing, localized calamities, postharvest losses; the Company will process the claims after assessment and shall release the claims as per procedure given in the relevant sections above.
6) The Company shall resolve all the grievances of the insured farmers and other stakeholders in the shortest possible time.
7) Disputed claims / sub-standard claims, if any will be referred within three months of claim disbursement through SLCCCI/ State Government to DAC& FW for consideration and decision of DAC & FW in case of any interpretation of provisions of scheme or disputes will be binding on State Government / Insurance Company / Banks and the farmers.

K. IMPORTANT CONDITIONS /CLAUSES APPLICABLE FOR COVERAGE OF RISKS

1) The Company should have received the premium for coverage either from Bank, channel partner, insurance intermediary or directly. Any loss in transit due to negligence by these agencies or non-remittance of premium by these agencies, the concerned Bank/ intermediaries shall be liable for payment of claims.
2) In case of any substantial misreporting by nodal Bank /branch in case of compulsory farmers coverage, the concerned Bank only shall be liable for such mis-reporting.
3) Mere sanctioning/ disbursement of Crop loans and submission of proposals/ declarations and remittance of premium by farmer/ Bank, without explicit intent to raise the Crop, does not constitute acceptance of risk by the Company.
4) Acreage discrepancy
    a. Wherever the 'acreage discrepancy' is likely, the acreage insured at IU level shall be compared with average planted acreage of past three years, and the difference is treated as 'excess' insurance coverage after taking into account sown area data of the Revenue authority.
    b. Sum insured is scaled down in the proportionate ratio the average of three years' actual planted acreage bears to the insured acreage for the given Crop.
    c. Claims shall be calculated on the scaled down sum insured
    d. Premium (farmer share and Central and State Government Subsidy) shall be refunded back to Government of India for the portion of sum insured scaled down

L. 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 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) **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. In case of localized risk, the insured farmer would give intimation to the company within 48 hours of the event through the concerned financial institution/Bank/authorized agent or directly.
    b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/Insured Crop premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in the policy.
    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 the policy.
    d. Not abandon the insured Property/item/premises/Insured Crop, 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.
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. Take possession of or require to be delivered to it any property and/or Crop Cultivated 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/or Crop Cultivated and examine, sort, arrange, remove or other wise deal with the same; and,
    d. Sell any such property and/or Crop Cultivated 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 Insured item/property and/or Crop Cultivated 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) **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.
14) **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, all benefits under this Policy shall be forfeited
15) **Cancellation/termination**: Cancellation provisions as mentioned in PMFBY guidelines issued by the central government and any subsequent amendments will apply
16) **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.
17) **Arbitration:** The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
18) **Renewal notice**: The Company shall not be bound to accept any renewal premium nor give notice that such is due.
19) **Endorsement Applicable To The Policy: 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 thereof 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.

M. Customer Grievance Redressal Policy:

We are committed to extend the best possible services to its customers. However, if You are not satisfied with Our services and wish to lodge a complaint, please feel free to call Our 24X7 Toll free number 1800-258-5956 or You may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, We will send Our response.

Email: grievance@godigit.com

For further information, please refer the below link,
https://www.godigit.com/claim/grievance-redressal-procedure
The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting https://bimabharosa.irdai.gov.in/

If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council for Insurance Ombudsman

Sl. No	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-2665 2049
3	BHOPAL	UC of India Zonal Office Blda. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.ca.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 0172-2773101, 0172-2990938, 0172-2706196, 0172-2707468, 0172-2772101, 0172-2990942
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 044-24333678
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 0361-2632204 0361-2732937, 0361-2632205
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 040-23312122 040-23376S99, 040-23328709
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur -302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 0484-2358734, 0484-2358336
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 033-22124341
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 022-69038827 /8829, 022-69038831/8832
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 0120-2514253, 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 061-22547068
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 022-20812869

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in
For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman