

Unified Package Insurance Scheme (UPIS)

Annexure 5 Policy Wordings

PREAMBLE

WHEREAS the Insured named in the Schedule has applied to Tata AIG General Insurance Company Limited (hereinafter called “the Company”) for the insurance herein contained, the Company agrees to indemnify the loss, if any, incurred by the Insured subject to:

- a) any proposal or other information supplied by Insured or by Banks/Governmental agencies, for and on behalf of the Insured.
- b) disclosing all facts and circumstances known to the Insured that are material to the assessment of the risks insured hereby, and
- c) forming the basis of this insurance, and the Insured or Banks/Governmental agencies having paid on behalf of the Insured and the Company having received the premium on or before the due date thereof to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in the Schedule, this Policy Terms and Conditions or as contained in any endorsement that may be issued.

A. DEFINITIONS

1. **Accident, Accidental** – An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Actual Yield (AY)** means yield per hectare of the insured Crop calculated based on requisite number of Crop Cutting Experiments (CCEs) in the insured season for defined area and within Policy Period under Policy.
3. **Automatic Weather Stations (AWS)** means a device installed in the insurance unit [declared by concerned State Government] to measure and record the weather parameters like rainfall, Minimum/Maximum temperature, relative humidity, wind speed, solar radiation etc. This device mainly has sensors and data logger to automatically record the weather parameters and transmit the data electronically in the data providers server.
4. **Authorized data provider** means an agency which has installed the reference or backup weather station and has been authorized to provide data for the same for calculation and settlement of the claim.
5. **Automatic Rain Gauge (ARG)** means a device installed in the insurance unit to measure the rainfall in the given time frame.
6. **Backup weather station** means the secondary weather station as defined in the schedule, the weather data of which will act as a substitute for the missing data, if any, of the reference weather station.
7. **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.
8. **Beneficiary** means any person(s) whose crop/property is (are) insured under agricultural or non- agricultural activity.
9. **Company** means the Tata AIG General Insurance Company Limited.
10. **Condition Precedent** shall mean a Policy term or condition upon which the Insurer’s liability under the Policy is conditional upon.
11. **Crop or Crops** means the variety of seed and/ or plants the Insured cultivates as mentioned in the Policy Schedule. Cropped must be construed accordingly.
12. **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.

13. **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.
14. **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 loss caused by any insured peril and the Company shall only be liable for any amount more than the said loss amount.
15. **Defined Area or Unit area of insurance** means specified area for the Notified Crop under the Policy.
16. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, miss-description or non-disclosure of any material fact.
17. **Endorsement** means any alteration made to the Policy which has been agreed to by the company in writing.
18. **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.
19. **Exit Index** shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.
20. **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.
21. **Harvesting** means the process of cutting the insured Crops or part thereof from an insured Field for sale or use on the insured farm.
22. **Humidity** shall mean Relative Humidity
23. **Injury/ Bodily Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
24. **Insured Person/ Policy Holder** means person(s) whose name specifically appears as such in Policy Schedule.
25. **Insured Area** means the area under cultivation which is covered under the Policy and notified by State Government.
26. **Insured Vehicle** means the Agriculture Tractor and trailers insured by the Company under standard Motor Insurance Policy.
27. **Level of Indemnity** means the percentage of indemnity as specified in the Policy Schedule.
28. **Limit of Indemnity** means the amount stated in the Schedule against each Cover.
29. **Loanee Farmers** are those Farmers for whom agricultural loans have been sanctioned or disbursed by Bank / Financial Institutions.
30. **Major Crops** are those which are grown in majority of the land in the notified area in the season.
31. **Medical Practitioner/ Physician/Doctor:** A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
32. **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 based on the Commission for Agricultural Costs and Prices (CACP) recommendations.
33. **Nominee** is the person selected by the Policy Holder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance Policy.
34. **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 and which is specifically mentioned in the Policy Schedule. It shall include
- a) Food Crops (Cereal, Millets, Pulses)
 - b) Oil seeds
 - c) Annual Commercial /Annual Horticultural Crops

35. **Notional Payment** shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index.
36. **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 based on 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].
37. **Observed Weather Index** shall mean the observed value of the Weather Index against the weather parameters covered in the Policy, which observed value will be used for determining the Strike Index or the Exit Index, during the Period of Insurance.
38. **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 Policy Terms and Conditions of the issue of the Policy.
39. **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.
40. **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.
41. **Rainfall** shall mean Deficit rainfall, excess rainfall, unseasonal rainfall, rainy days, dry spells, dry days
42. **Reference unit Area (RUA)** means the smallest possible area notified by the State Government for operation of the Weather Based Crop Insurance scheme
43. **Reference Weather Station** shall mean the weather station engaged in the study or monitoring of weather or atmospheric observations as stated in Schedule I, the data from which will be used for determining the Observed Weather Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy.
44. **Schedule** means the schedule, and any annexure to it, attached to and forming part of this Policy.
45. **SLCCCI** means State Level Coordination Committee on Crop Insurance as per Pradhan Mantri Fasal Bima Yojana.
46. **Strike Index** shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment.
47. **Sum Insured** means the amount as stated in the Policy Schedule which shall represent the Company's maximum liability for all claims incurred under the Policy,
48. **Temperature** shall mean High Temperature (heat), low temperature
49. **Term Sheet** shall mean the document attached to the Policy Schedule which contains the weather index along with the Strike Point, Exit Point, Notional Payment and which shall be the basis for claim settlement.
50. **Terrorism** - An act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Theft as defined in Section 378 of Indian Penal Code shall mean whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property to such taking, is said to commit theft.
51. **Theft** means whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property to such taking, is said to commit theft.
52. **Unit** for Agriculture purpose shall mean standard measurable unit of land area [declared by concerned State Government] and for Non-Agricultural purpose shall mean a specific place or location where a business activity or an event is being carried out and for which insurance is being sought.

53. **Weather Index** shall mean the mathematical construct based on which Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters (this will be specified for each individual Policy under section “Coverage Details” in Schedule):

☐☐ Rainfall (Deficit /Excess/Unseasonal/Dry Spells/Rainy Days/Dry Days)

☐☐ Temperature (High/Low)

☐☐ Relative Humidity

☐☐ Wind speed

☐☐ A combination of the above

54. **Wind** shall mean Wind Speed

55. **You, Your, Yourself, Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule.

56. **We, Our, Ours, Us, the Company** means the Tata AIG General Insurance Company Limited.

B. SCOPE OF COVER

SECTION 1: CROP INSURANCE

This section is mandatory. The Insured Person must choose either of the following covers provided under this section:

I. Pradhan Mantri Fasal Bima Yojana (PMFBY)

II. Restructured Weather Based Crop Insurance Scheme (RWBCIS)

I. PRADHAN MANTRI FASAL BIMA YOJANA (PMFBY)

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.

a) 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 an Insurance Unit are affected at an early stage leading to total loss of crop or the farmer not able 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 Crop and season.
- 5) The cover is available to Major Crops only.

b) 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 Crop and season would be eligible for coverage.

c) **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 up to a maximum of 14 days from harvesting for the sole purpose of drying.

d) 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 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

EXCLUSIONS

The Company shall not be liable to make any payment under this section of the Policy relating to 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 this section of the Policy.

4) Other preventable risks.

5) Consequential loss caused by an insured peril, or otherwise.

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 relating to 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.

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.

ASSESSMENT OF CLAIMS

Widespread Calamities – If the “Actual Yield” per hectare of the insured Crop for the Defined Area (based on 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

$\{(Threshold - Actual Yield) / Threshold Yield\} \times Sum\ Insured$

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

A) 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.

If adversity occurs within 15 days before the normal Harvest time, this provision will not be invoked.

3) 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.

4) The amount of the on-account payment shall be up to a maximum 25 percent of likely claims and would be subject to adjustment against the claims assessed on yield basis.

LOSS ASSESSMENT PROCEDURE FOR ON-ACCOUNT PAYMENT

1) Joint committee of State Government and the Company for assessment of Crops damage, must 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 the 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:

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

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 must be completed by the joint committee within 15 days from occurrence of the adverse seasonal event.

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 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.

B) 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 this section of 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 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.

C) LOSS ASSESSMENT PROCEDURE FOR POST HARVEST LOSSES

TIME AND METHOD OF REPORTING THE LOSS/CLAIMS

- 1) Immediate intimation (within 72 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 72 hours by the farmer/Bank.

WHOM TO BE REPORTED (CHANNEL OF REPORTING)

- 1) Intimation may be given within 72 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

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.

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.

TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

- 1) Appointment of loss assessor within 72 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.

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.

D) LOSS ASSESSMENT PROCEDURE FOR LOCALIZED RISKS

TIME AND METHOD OF REPORTING THE LOSS/CLAIMS

- 1) Immediate intimation (within 72 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 72 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.

WHOM TO BE REPORTED (CHANNEL OF REPORTING)

- 1) Intimation may be given within 72 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

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.

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.

TIME FRAME FOR LOSS ASSESSMENT AND SUBMISSION OF REPORT

- 1) Appointment of loss assessor within 72 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 by the Joint Committee) of affected area by the Company.

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.

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 details 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 details of beneficiaries on notice board and upload the same on Crop insurance portal.
- 4) In case of farmers covered on voluntary basis through agents/intermediaries, payable claims will directly be 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.

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 miss-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 considering 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.

STANDARD TERMS AND CONDITIONS APPLICABLE TO PMFBY

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 Policy 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 ensuring 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 details 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 relating to 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:

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 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 this section of the Policy the Insured shall:

- a. In case of localized risk, the insured farmer would give intimation to the company within 72 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 premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this section of 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 this section of the Policy.
- d. Not abandon the insured Property/item / premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this section of the 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 this section of 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 section of the 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 otherwise 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 this section of 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 section of the 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 this section of 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 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) Subrogation:

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

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

II. RESTRUCTURED WEATHER BASED CROP INSURANCE SCHEME

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate the Insured for financial losses on account of anticipated crop loss resulting from adverse weather perils of (i) Rainfall, (ii) Temperature [High temperature (heat) or Low temperature, (iii) Wind Speed, (iv) Relative humidity or (v) combination of these weather perils in (i) to (iv) and any other peril as notified by the Government under Restructured weather Based Crop Insurance Scheme to

- a) Food Crops (cereals, Millets and pulses)
- b) Oilseeds
- c) Commercial /Horticultural Crops

, provided that the observed weather index deviates from the weather index stated in the Term Sheet of the Policy at the geographical location/Unit stated in the Policy during the Policy Period. The compensation shall be arrived at based on the weather index formula stated in the Term Sheet and subject to a maximum of Sum Insured stated in this section of the Policy,

EXCLUSIONS

i. The Company shall not be liable to make any payment under this section of the Policy to the Insured relating to or in respect of any expenses whatsoever incurred by any Insured arising out of deviation in Weather Index resulting from:

- a. Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel; or
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

ii. The company shall not be liable to make any payment under this section of the Policy to the insured in case of loss or damage to crops , property or events arising directly out of the insured Act of God ("AOG") perils such as Storm, Cyclone, Tempest, Typhoon, Hurricane, Tornado, Flood, Inundation, Earthquake, Tsunami , Hailstorm .However in the event the insured AOG peril has caused any deviation in the Weather Index as mentioned in the term sheet of this Policy, the Company shall be liable to provide compensation as per terms stated in the term sheet.

iii. The Company shall not be liable to make any payment under this section of the Policy relating to or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of any event leading to diminished agricultural or non-agricultural output/yield, or increased operational costs, howsoever caused, other than on account of a deviation in weather parameters as stated in the Schedule within a specific geographical location and specified time period.

iv. Riots, Strike, Malicious Damage, Acts of Terrorism, Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of Terrorism.

v. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

vi. In case of cover granted for agricultural activities, insurance is not valid, if the land is not cultivated during the Policy Period.

vii. Consequential losses of any kind, by the way of loss of profit, business interruption, market loss or otherwise and/or any other legal liability of any kind.

CLAIMS ASSESSMENT & SETTLEMENT

1. The Company shall be responsible for all claims arising out of covered adverse weather perils and shall settle claims strictly as per the Operation Guidelines of the Reconstructed Weather Based Crop Insurance Scheme issued by Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture & Farmers Welfare, Krishi Bhawan, New Delhi-110001 or any amendments thereof issued by the respective state Government ["notification"]. In case of covered adverse weather perils all the insured cultivators growing the notified crop in a RUA shall be deemed to have suffered the same level of adverse weather condition & same proportion of crop loss and become eligible for the same rate of claims.

2. Claims shall be assessed only based on weather data recorded by the notified RWSs or BWS and the claims process shall commence once the weather data is received by the Company. The weather data providers should ensure that the exposure conditions of AWS, their standardization / calibration, maintenance and weather data transmission meet the guidelines issued by the Government.
3. Claims processing shall be strictly as per the insurance term sheets, payout structure and the Scheme provisions. Claims shall be worked out as per the Insurance Declarations received from the Nodal Branches/ Nodal Banks for each notified area and crop.
4. All standard Claims shall be processed and paid within 45 days from the end of the risk period. Further verification & collection of relevant documents / papers, if required, in respect of affected farmers shall be completed within a period of 30 days from payment of standard claims of season.
5. The Company shall verify about the insured farmers, crops & areas before approaching the Government for release of Subsidy. Cases of area discrepancies under RWBCIS will be settled as per procedure, and such cases should be settled within a maximum period of three months from closing of crop season.
6. Disputed claims / sub-standard claims, if any, shall be referred through State Government to DAC&FW for disposal by the Company and the decision or any interpretation of DAC&FW of provisions of scheme or disputes shall be binding on all concerned.
7. If observed index value falls below or above, (as the case may be) the notified trigger value, then claims per unit shall be calculated using following formula depending upon index definition:

Claims per Unit = (Difference between Observed & Notified index values) X Notional Payout

Overall claims will be 'Claims per Unit' X 'Number of units'

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 considering 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

Important Conditions / Clauses Applicable for Coverage of Risks

1. In case of any substantial misreporting by bank branch / cooperative nodal bank / PACS particularly of compulsory farmers coverage, the concerned bank only shall be liable for such misreporting.
2. Insured / applicant must have insurable interest. 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.

GENERAL CONDITIONS APPLICABLE TO RWBCIS:

1. Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the date on which the claim under this Policy is made if the Insured fails to produce or deliver such documents or details as may be required by the Company relating to the claim, unless the claim is the subject of pending action or arbitration as mentioned in "Arbitration and Legal Action:" clause.

2. Legal Ownership

During the Period of Insurance, the Insured shall possess all legal ownership rights regarding the Property and / or Crop Cultivated. The Insured shall provide to the Company such title deeds and other documents as may be required by the Company for verification of his/her legal ownership rights over the Property and / or Crop Cultivated.

3. Agreed Bank Clause

It is hereby declared and agreed: -

(a) That upon any monies becoming payable under this section of the Policy the same shall be paid by the Company to the Bank and such part of any monies so paid by the Company as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties Insured.

(b) That the receipts by the Bank shall be complete discharge for the Company there of and shall be binding on all the parties Insured hereunder.

(c) That a copy of all notices and communication sent to the insured shall also be mandatorily sent to the Bank.

(d) That any adjustment, settlement, compromise or reference to arbitration relating to any dispute between the Company and the Insured or any of them arising under or relating to this Policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.

(e) It is further agreed that whenever the Company shall pay the Bank any sum in respect of claim for loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available.

4. Assignment Clause

"It is hereby declared and agreed that:

i. from the Policy Start Date/Risk inception Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favor of the " Bank / Financial Institution" as named in the Schedule of this Policy

ii. upon any monies becoming payable by the Company under this Policy towards claim, the same shall be paid [not exceeding the Sum Insured] by the Company to the "Bank/Financial Institution" as named in Policy Schedule to this Policy without any reference / notice to the Insured, but not exceeding the Principal Outstanding as defined under the Policy. In the event of any monies payable by the Company under claim in this Policy exceeding the Principal Outstanding due to the Bank from the Insured, the Company shall pay to the Insured, the balance of such monies as exceeding the Principal Outstanding;

iii. the receipt of such monies in the manner aforesaid by the Bank/Financial Institution as named in the Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the claim under the Policy and shall be binding on the Insured and all the legal heirs, executors, administrators, successors or legal representatives of the Insured.

iv. any adjustment, settlement, compromise or reference to arbitration relating to any dispute between the Company and the Insured or any of them arising under or relating to this Policy if made by the Bank/Financier shall be valid and binding on all parties Insured hereunder but not to impair rights of the Bank/Financier to recover the full amount of any claim it may have on other parties insured hereunder".

STANDARD TERMS AND CONDITIONS APPLICABLE TO RWBCIS:

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, miss-description or non-disclosure of any material detail 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. Observance of Policy 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.

3. 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 ensuring 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.

4. Records to be maintained:

The Insured shall keep an accurate record containing all relevant details 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.

5. No constructive Notice:

Any knowledge or information of any circumstances or condition relating to 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.

6. 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 [except the Bank/Financial Institution], but the payment by the Company to the Insured or his/her legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

7. Special Provisions:

Any special provisions subject to which this Policy has been entered and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

8. Overriding effect:

The Policy Terms and Conditions contained herein 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 of these 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 in consonance with the scope of cover/ Policy Terms and Conditions contained in the Schedule and these Policy Terms and Conditions shall be deemed to be modified accordingly or superseded by the Schedule, in case of inconsistency being irreconcilable.

9. Electronic Transactions:

The Insured agrees to adhere to and comply with all such Policy Terms and Conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's Policy Terms and Conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other Tata Group Companies or any other person relating to the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.

10. 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 by the Insured 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.

SECTION 2: PERSONAL ACCIDENT INSURANCE

Coverage under this section will be as per Pradhan Mantri Suraksha Bima Yojana (PMSBY).

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as but only up to the Sum Insured or Limit of Indemnity as specified below.

If the Insured Person shall sustain any Bodily Injury resulting solely and directly from Accident caused by outward, violent and visible means, then the Company shall pay to the Insured the sum or sums hereinafter set forth that is to say:

1) In the event of Accidental Bodily Injury causing the Insured Person's Death within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the sum Insured of Rs.2 Lakh (Two lakh). OR

2) In the event of Accidental Bodily Injury causing the Insured Person's Total and irrecoverable loss of both eyes or loss of use of both hands or feet or loss of sight of one eye and loss of use of hand or foot within 12 months of the Accidental Bodily Injury being sustained, the Company will the pay the Sum insured of Rs.2 Lakh (Two lakh). OR

3) In the event of Accidental Bodily Injury causing the Insured Person's Total and irrecoverable loss of sight of one eye, or loss of use of one hand or a foot, the Company will pay the sum Insured of Rs.1 Lakh (One lakh).

The Company's liability to make payment to the Insured Person for one or more of the events described at 1) to 3) above under this section is limited to the Total Sum Insured of Rs.2 Lakhs (Rupees Two Lakhs).

The Insured Person agrees that the Company shall deduct from the amount payable under 1) or 2), the amount (if any) the Company has already paid under 3), so that the Company's total payments under the Policy does not exceed the Total Sum Insured of Rs.2 Lakhs (Rupees Two Lakh). However, if the Company become liable to make payment under 1) or 2), then the insurance cover provided under this section will cease as far as Insured Person is concerned.

EXCLUSIONS APPLICABLE TO SECTION 2

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Accidental Bodily Injury that the Insured Person meet with:

a) Through suicide, attempted suicide or self-inflicted injury or illness.

b) While under the influence of liquor or drugs.

c) Arising or resulting from the Insured Person(s) committing any breach of law with criminal intent.

d) Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.

e) Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.

f) Because of any curative treatments or interventions that you carry out or have carried out on your body.

g) Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

2. The Insured Person's consequential losses of any kind or your actual or alleged legal liability.
3. Any existing disability.
Syndrome and/or mutant derivatives or variations thereof however caused.
4. Any Insured Person's participation or involvement in naval, military or air force operation or professional or semi-professional sporting, racing, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing, winter sports, bungee jumping, sky diving, riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing activity involving white water rapids, yachting or boating outside coastal waters (2 miles). Participation in any professional sports, any bodily contact sport or potentially dangerous sport for which you are untrained.
5. Whilst engaging in adventure sports.
6. Through deliberate or intentional, unlawful or criminal act, error, or omission, participation in an actual or attempted felony, riot, crime, misdemeanor, civil commotion

CONDITIONS

TERMINATION OF COVER (Applicable to Section 2)

The accident cover for the Insured Person shall terminate on any of the following events and no benefit will be payable there under:

- i) On attaining age 70 years (age nearest birthday).
- ii) At the time of renewal, closure of account with the Bank or insufficiency of balance to keep the insurance in force.
- iii) In case a member is covered through more than one account and premium is received by the Insurance Company inadvertently, insurance cover will be restricted to one only and the premium shall be liable to be forfeited.
- iv) If the insurance cover is ceased due to any technical reasons such as insufficient balance on due date for renewal or due to any administrative issues, the same can be reinstated on receipt of full annual premium, subject to conditions that may be laid down. During this period, the risk cover will be suspended and reinstatement of risk cover will be at the sole discretion of the Company.
- v) We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days' notice delivered to You, or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium.
- vi) Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

CLAIM PROCEDURE

1. Notice of claim/Loss: Upon the happening of any event which may give rise to a claim under this policy, the insured shall forthwith give notice thereof to the company. Unless reasonable cause is shown, the insured should within 7 days after the event which may give rise to a claim under the policy, give written notice to the company with complete details to the company.
2. Claim Forms: The company, upon receipt of notice of claim, will the insured with such forms as may be required for filling proofs of loss.
3. Time for filling claim forms and Evidence: Completed claim forms and written evidence of loss must be furnished to the Company within 30 days after the date of such loss. Failure to furnish such evidence within

the time required shall not validate nor reduce any claim if the insured can satisfy the Company that it was not reasonably possible to give proof within such time. The Company may accept claims where the documents have been provided after a delayed interval only in special circumstances and for beyond the control of the insured.

4. Supporting documentation and examination: the insured or someone claiming on behalf of the insured shall provide the Company with all documentation, medical records and information which may be requested to establish the circumstances of the claim, its quantum or the company liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:
 - a. Death Claim:
 - i. Claim form
 - ii. Copy of death certificate
 - iii. Copy of post mortem report, if conducted
 - iv. Copies of FIR, spot panchanama and police inquest report, where applicable
 - v. Copies of Complete medical records including death summary, in case of hospitalization
 - vi. Any other document requested by the Company in view of claim
 - vii. Original CKYC Form & Copies of KYC documents
 - b. Disability claim:
 - i. Claim form
 - ii. Attending doctor's report
 - iii. Copy of Disability Certificate from the Competent Authorized Doctor or Civil Surgeon from Govt. Hospital showing the percentage (%) of disability
 - iv. Copies of Complete medical records including investigation / lab reports (X-Ray, MRI, etc.)
 - v. Copies of FIR, police report, where applicable
 - vi. Any other document requested by the Company in view of the claim
 - vii. Photograph of whole body of insured including injured / dismembered limb
 - viii. Original CKYC Form & Copies of KYC Documents

This is a General Check-list of documents; please check for availability of coverage under the policy. Kindly submit all the requested documents at the address mentioned below:

Accident & Health Claims Department
Tata AIG General Insurance Co. Ltd.,
A-501, 5th Floor, Building No.4,
Infinity Park, Gen. A.K. Vaidya Marg,
Dindoshi, Malad (East)
Mumbai 400 097

5. Time of Payment of Claim: Payment of claim shall be made if the claim has been admitted as payable by the Company under the policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA of India (protection of policyholders' interest) Regulation 2002. In case of any delay in payment as stated herein, the Company will pay insured interest at the prevalent bank rate plus 2% at the beginning of the financial year in which claim is settled. For this clause, 'bank rate' shall mean the existing bank rate as notified by the Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.
6. Payment of Claim: All claims under this policy that are payable to the insured or the policyholder shall be paid in Indian currency.
7. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent shall be allowed to examine the insured person on the occasion of any alleged

injury when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to arrange a post mortem examination of the body of the insured.

Contribution Clause:

- i. If at the time when any claim is made under this Policy, You have two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then You shall have the right to require a settlement of such claim in terms of any of your policies.
- ii. The insurer so chosen by You shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.
- iii. Provided further that, If the amount to be claimed under the Policy chosen by You, exceeds the Sum Insured under a single Policy after considering the deductibles or co-pay (if applicable), You shall have the right to choose the insurers by whom claim is to be settled

SECTION -3: LIFE INSURANCE

Coverage would be as per Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY).
Coverage to be extended by Life Insurers and hence this section is not applicable for Tata AIG General Insurance Company Limited.

SECTION 4: BUILDING AND CONTENTS INSURANCE (FIRE & ALLIED PERILS)

The Company will indemnify the Insured Person in respect of loss of or damage to the Buildings / Contents whilst contained in the insured premises by any of the perils specified hereunder during the Policy Period.:

- 1) Fire, Lighting, Explosion of gas in domestic appliances,
- 2) Bursting and overflowing of water tanks, apparatus or pipes,
- 3) Aircraft or articles dropped therefrom,
- 4) Riot, Strike, or Malicious damage
- 5) Earthquake, (Fire and / or Shock) Subsidence and Landslide (including Rockslide) damage
- 6) Flood, inundation, storm, tempest, typhoon, hurricane, Tornado or Cyclone.
- 7) Impact damage
- 8) Bush Fire

The indemnity under this section will be based on fixed sum insured basis (maximum liability of the Company will be sum insured or actual loss whichever is less). The Sum Insured for this cover has been capped at:

	Sum Insured
A. Building	INR. 50,000
B. Content	INR. 20,000

EXCLUSIONS APPLICABLE TO SECTION 4

The Company shall not be liable in respect of:

Exclusions:

- 1. Willful act or gross negligence of the Insured Person or his representatives
- 2. Loss or damage by burglary and / or housebreaking or theft where any member of the Insured Person’s family is concerned as principal or accessory.
- 3. Loss of or damage to articles of consumable nature.
- 4. Loss of or damage to money, securities, stamps, stamp collections, bullion, livestock, motor vehicles and pedal cycles.
- 5. Loss of or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and Jewelry and Valuables.

6. Loss due to Terrorism

CLAIM PROCESS METHODOLOGY

1. In case of damage due to above mentioned perils, the Insured Person shall intimate the Company via phone or in writing within 72 hours. For intimation, the Insured Person may choose to intimate directly to Tata AIG General Insurance Co. Ltd or through financial institutions/same intermediary channel vide which they have availed insurance. It is necessary to share unique reference number of proposal cum declaration form while intimating the claims. No repair/reinstatement to be carried out until loss assessment procedure is completed.
2. The claim is admissible only if the premium is paid within the cut off dates as mentioned in section 1 of PMFBY.
3. The Insured Person will extend full co-operation to the surveyor appointed by the Company and provide necessary documents to substantiate the loss. A claim form issued by the Company is also to be submitted.
4. Basis of claim settlement would be market value of the property on the date of loss. The Company gets the survey done of the site within 3 days of intimation. The Insured Person will submit the claim forms and other relevant documents to surveyor/ insurance company within 10 days of date of survey. Claims would be paid on assessment basis only within 20 days of survey and submission of all required documents. Payment would be done in the Insured Person's bank account directly through NEFT.

SECTION 5: AGRICULTURE PUMPSET INSURANCE

The Company will indemnify the Insured Person against loss or damage to Centrifugal pump sets (electrical and diesel) up to 10 Horsepower capacity, provided it is used for agricultural purposes only and owned by the Insured Person. Agriculture pump sets of age up to 7 years can be covered under this section.

Perils Covered:

- a) Fire & lightning
- b) Burglary (due to violent forcible entry provided the pump set is kept in a locked enclosure).
- c) Mechanical / electrical Breakdown
- d) Riot, Strike, malicious damage

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost, subject to a capping of Rs. 25,000.

OBLIGATIONS OF THE INSURED

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government statutory, municipal and all other binding regulations in force concerning the operation and maintenance of the insured Centrifugal Pump Set.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting official's report, which shall however be treated as strictly confidential.
- c) In the event of any:
 - i) material change in the original risk,
 - ii) alteration, modification or addition to an insured item.
 - iii) departure from prescribed operating conditions, whereby the risk of loss or damage increases.

- iv) change in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership), taking place, the Policy shall be void unless its continuance is agreed by endorsement signed by the Company.

EXCLUSION APPLICABLE TO SECTION 5

- 1) Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.
- 2) Willful act or gross negligence of the Insured Person or his representatives.
- 3) Faults existing at the time of commencement of insurance and known to the Insured Person or his representative.
- 4) Loss or damage for which the manufacturer or supplier of pump set is responsible either by law or under contract.
- 5) Cost of dismantling, transport to workshop and back as also cost of re-erection.
- 6) Loss due to floods

CLAIM PROCESS METHODOLOGY:

- 1) In case of damage due to above mentioned perils, the Insured Person shall intimate the Company via phone or in writing within 72 hours giving an indication as to the nature and extent of loss or damage. For intimation, Insured Person may choose to intimate directly to Tata AIG General Insurance Company Ltd or through financial institutions/same intermediary channel vide which they have availed insurance. No repair/ reinstatement to be carried out until loss assessment procedure is completed.
- 2) The claim is admissible only if the premium is paid within the cut off dates as mentioned in section 1 of PMFBY.
- 3) The Insured Person will extend full co-operation to the surveyor appointed by the Company and provide necessary documents to substantiate the loss. A claim form issued by the Company is also to be submitted.
- 4) Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
- 5) The Company gets the survey done of the site within 3 days of intimation. The Insured Person will submit the claim forms and other relevant documents to surveyor/ the Company within 10 days of date of survey. Claims would be paid on assessment basis only within 20 days of survey and submission of all required documents. Payment would be done in the Insured Person's bank account directly through NEFT.
- 6) Claims for repair of pump set will be on reinstatement value basis. The claim for total loss of pump will be on market value basis.
- 7) In case of burglary claims, FIR should be lodged immediately and its copy may be made available to the surveyor.

The liability of the Company under this Section in respect of any item of property sustaining damage for which indemnity is provided, shall cease if the same item is kept in operation without being repaired to the satisfaction of the Company.

Note: Submersible Pumps will be added in the cover subsequently.

SECTION 6: STUDENT SAFETY INSURANCE

On the happening of any insured event as provided for hereunder arising during the Policy Period, the Company will make payment up to the Sum Insured as specified below.

SUMMARY OF BENEFITS

Contingency	Amount of Compensation	Scope of Coverage
Part A: Accidental Death	Rs.50000 (Parent/ Student)	If at any time during the currency of this Policy the parent / guardian/ student named in the schedule shall sustain any bodily injury resulting

		solely and directly from accident caused by external violent and visible means and if such injury shall within six calendar months of the occurrence be the sole and direct cause of death or total and irrecoverable loss of two limbs or two eyes or 100% Permanent Total Disablement (permanently totally and absolutely disable the parent /guardian from engaging in any employment or occupation of any description whatsoever) then the Company shall pay to the Insured Student or parent / guardian as the case may be the capital sum insured stated in the schedule.
Part B: Permanent Total Disablement	Rs. 50000 (Student)	If at any time during the currency of this Policy the Insured Student shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means and if such injury shall within six calendar months of the occurrence be the sole and direct cause of death or total and irrecoverable loss of two limbs or two eyes or 100% Permanent Total Disablement (permanently totally and absolutely disable the Insured student from engaging in any employment or occupation of any description whatsoever) then the Company shall pay to the parent / guardian or insured Student , the capital sum insured stated in the schedule of benefits.
Part C: Loss of one Limb / Eye	Rs.25000 (Student)	If at any time during the currency of this Policy the Insured Student shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means resulting into irrecoverable loss of one limb or one eye, then the Company shall pay to the parent / guardian or Insured Student, 50% of the capital sum insured stated in the schedule of benefits. However, if such injury shall within six calendar months of the occurrence be the sole and direct cause of death, remaining 50% of the capital sum insured shall be payable to the parents / guardian. In case of death of both student and the parent / guardian named in the schedule of the Policy resulting solely and directly from same accident caused by outward, violent and visible means, within six calendar months of its occurrence then the Company shall pay the legal heir of the parent / guardian sums stated in the schedule.
Part D: Accidental Hospitalization	Rs.5000 (Student)	Subject to the terms, conditions & exclusions the Company undertakes that if during the period stated in the Policy any insured student sustains any bodily injury through accident, and takes treatment at any Nursing Home/Hospital in India as an inpatient, the Company will pay to the Insured Person such expenses as are reasonably and necessarily incurred subject to the limits prescribed but not exceeding the Sum Insured during the period of insurance stated against that person in the Policy upon submission of supporting documents with bills.

Age Limit:

Students: 5-25 years,

Parents: 18-70 years

EXCLUSION APPLICABLE TO SECTION 6

1. Payment of compensation in respect of death or injury as a direct consequence of:
 - a. Committing or attempting suicide or intentional self-injury.
 - b. Being under the influence of intoxicating liquor or drugs.
 - c. Engaging in aviation other than travelling as a bonafide passenger in any duly licensed standard type of aircraft anywhere in the world.
 - d. Pregnancy or child birth.
 - e. Venereal disease or insanity.
 - f. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
2. Committing any breach of law with criminal intent.

CLAIM PROCEDURE:

(i) NOTICE OF CLAIM/LOSS: It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as reasonably possible and in any event no later than 30 Days after an actual or potential loss begins.

(ii) CLAIM FORMS: We, upon receipt of a notice of claim, will furnish You /Your representative with such forms as We may require for filing proofs of loss.

(iii) TIME FOR FILING CLAIM FORMS AND EVIDENCE: Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days from the date of intimation to Us. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured. You shall obtain and furnish Us with all original bills, receipts and any other documentation upon which a claim is based and shall also give Us in a timely fashion such additional documentation, information and assistance as We may require in dealing with the claim.

(iv) SUPPORTING DOCUMENTATION & EXAMINATION: You or someone claiming on Your behalf shall provide Us with all documentation, medical records and information We may request to establish the circumstances of the claim, its quantum or Our liability for the claim within 30 days from the date of intimation to Us. Such documentation will include but is not limited to the following:

- i. Our claim form, duly completed and signed for on behalf of the Insured Person.
- ii. Original Bills & Receipts including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill and any attachments thereto like receipts or prescriptions in support of treatment taken
- iii. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- iv. A precise diagnosis of the treatment for which a claim is made.
- v. A detailed list of the individual medical services and treatments provided and a unit price for each.
- vi. Prescriptions that name the Insured Person and in the case of drugs: the drugs prescribed, their price and a receipt for payment. Prescriptions must be submitted with the corresponding Doctor's invoice.

vii. Any other document as requested by Claims Department which is relevant to the coverage under the policy.

(v) TIME OF PAYMENT OF CLAIM: We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDAI (Protection of Policyholders Interests Regulation), 2017. In case of any delay in payment as stated herein, we will pay you interest at a rate which is 2% above the bank rate from the date of receipt of last relevant and necessary documents from the insured/claimant till the date of actual payment. For this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extant regulation requires payment based on some other prescribed interest rate.

(vi) PAYMENT OF CLAIM: All claims under this Policy that are payable to the You shall be paid in Indian currency.

SECTION 7: AGRICULTURAL TRACTOR INSURANCE

The Company will indemnify the Insured Person in respect of loss of or damage to the Agricultural Tractor as per the provisions. Terms, exceptions, conditions and endorsements of standard Motor Insurance Policy related to Agriculture tractor and trailers.

I. Loss of or damage to the Vehicle Insured (Own Damage)

1. The Company will indemnify the Insured Person against loss or damage to the Tractor insured hereunder and/or its accessories whilst thereon:

- i. by fire explosion, self-ignition or lightning
- ii. by burglary, housebreaking, theft
- iii. by riot and strike
- iv. by earthquake (fire and shock damage)
- v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost
- vi. by accidental external means
- vii. by malicious act
- viii. by terrorism activity
- ix. whilst in transit by road, rail, inland waterway.
- x. by landslide rockslide

Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced:

Parts	Depreciation
A. For all rubber/nylon/plastic parts, tires, tubes, batteries and air bags	50%
B. For fiber glass components	30%
C. For all parts made of glass	Nil
D. Rate of depreciation for all other parts including wooden parts	As per following schedule
Age of Vehicle	% of Depreciation
Not exceeding 6 months	Nil
Exceeding 6 months but not exceeding 1 year	5%
Exceeding 1 year but not exceeding 2 years	10%
Exceeding 2 years but not exceeding 3 years	15%
Exceeding 3 years but not exceeding 4 years	25%
Exceeding 4 years but not exceeding 5 years	35%
Exceeding 5 years but not exceeding 10 years	40%
Exceeding 10 years	50%

E. Rate of depreciation for Painting- In the case of painting, depreciation rate of 50% shall be applied only on the material cost of total painting charges. In case of a consolidated bill for painting charges, the material component shall be considered as 25% of the total painting charges for applying the depreciation.

The maximum liability of the Company, in any case, shall not exceed the Sum Insured shown in the Policy Schedule.

2. The Company shall not be liable to make any payment in respect of:

- a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages nor for damage caused by overloading or strain of the insured vehicle nor for loss of or damage to accessories by burglary, housebreaking or theft unless such insured vehicle is stolen at the same time.
- b) damage to Tires and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the Company shall be limited to 50% of the cost of replacement.
- c) any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

3. In the event of the vehicle being disabled because of loss or damage covered under this section of the Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and re-delivery to the insured but not exceeding Rs.2500/- for Tractor in respect of any one accident.

4. The Insured Person may authorize the repair of the vehicle necessitated by loss or damage for which the Company may be liable under this section of the Policy provided that: -

- 1) the estimated cost of such repair including replacements does not exceed Rs.500/-
- 2) the Company is furnished forthwith with a detailed estimate of the cost of repairs; and
- 3) the Insured Person shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

SUM INSURED – INSURED’S DECLARED VALUE (IDV)

The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this section of the Policy which is fixed at the commencement of each Policy Period for the insured vehicle.

The IDV of the vehicle (and accessories if any fitted to the vehicle) is to be fixed based on the manufacturer’s listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for Total Loss/Constructive Total Loss (TL/CTL) claims only.

THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles (i.e. models which the manufacturers have discontinued to manufacture) is to be determined based on an understanding between the insurer and the Insured Person.

IDV will be treated as the 'Market Value' throughout the Policy Period without any further depreciation for Total Loss (TL)/ Constructive Total Loss (CTL) claims. The insured vehicle will be treated as a CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to Policy Terms and Conditions of the Policy, exceeds 75% of the IDV of the vehicle.

II. Liability to Third Parties

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the Insured Person in the event of an accident caused by or arising out of the use of the insured vehicle against all sums including claimant's cost and expenses which the Insured shall become legally liable to pay in respect of:

i) Death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the Insured Vehicle.

ii) Damage to property caused by the use (including the loading and/or unloading) of the Insured Vehicle.

PROVIDED ALWAYS THAT: -

a. The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare relating to the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.

b. Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and during such employment.

c. Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried due to or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.

d. The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.

e. The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.

f. Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. The Company may at its own option

a. arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this section; and

b. undertake the defense of proceedings in any court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section.

5. In the event of the death of any person entitled to indemnity under this section of the Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative(s) in terms of and subject to the limitations of this section of the Policy provided that such personal representative(s) shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of this section of the Policy in so far as they apply.

III. Towing Disabled Vehicles

This section of the Policy shall be operative whilst the insured vehicle is being used for towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this Policy shall subject to its terms and limitations be extended to apply in respect of liability relating to such towed vehicle; Provided always that

- a. such towed vehicle is not towed for reward
- b. the Company shall not be liable due to this section of this Policy in respect of damage to such towed vehicle or property being conveyed thereby.

IV. Personal Accident Cover for Owner-Driver

Subject otherwise to the terms exceptions conditions and limitations of this section of the Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle in direct connection with the vehicle insured or whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iii) Permanent total disablement from injuries other than named above.	100%

Provided always that

1. the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs.1 lakh during any one period of insurance.
2. no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self-injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

This cover is subject to

- a. the owner-driver is the registered owner of the vehicle insured herein;
- b. the owner-driver is the insured named in this Policy.
- c. the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules,1989, at the time of the accident

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this section of the Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by the provisions of the Motor Vehicles Act, 1988.

But the insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

EXCLUSION APPLICABLE TO SECTION 7

The Company shall not be liable under this section of the Policy in respect of

1. Any accidental loss or damage and/or liability caused sustained or incurred outside the geographical area.

2. Any claim arising out of any contractual liability.
3. Any accidental loss or damage and/or liability caused sustained or incurred whilst the vehicle insured herein is
 - a. Being used otherwise than in accordance with the Limitations of Use (tractor as well as trailer can only be used for agriculture purpose)
 - b. Being driven by or is for being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause.
4. Losses such as
 - a. Any accidental loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.
 - b. any liability of whatsoever nature directly or indirectly caused by or contributed by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
5. Any accidental loss or damage/liability directly or indirectly or proximately or remotely occasioned by, contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or war like operations (whether before or after declaration of war), civil war, mutiny, rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim here under the insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim

Conditions Applicable to Section 7:

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

A) Conditions precedent to contract

1. Premium to be paid for the Policy Period before Policy commencement date as opted by insured in the proposal form.
2. The due observance and fulfillment of the terms conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be condition precedent to any liability of the Company to make any payment under this policy.

B) Conditions during the contract

1. Duties and Obligations after Occurrence of an Insured Event

- 1) Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured.

- 2) Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution Inquest or Fatal Inquiry in respect of any occurrence which may give rise to a claim under this policy.
- 3) In case of theft or criminal act which may be the subject of a claim under this policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
- 4) No admission offer promise payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim
- 5) the insured shall give all such information and assistance as the Company may require.
- 6) At any time after the happening of any event giving rise to a claim under Section II of this Policy the Company may pay to the insured the full amount of the Company's liability under the Section and relinquish the conduct of any defence settlement or proceedings
- 7) the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs or expenses whatsoever incurred by the insured or any claimant or other person after the Company shall have relinquished such conduct.(applicable for commercial vehicles only)
- 8) The Company may at its own option repair reinstate or replace the vehicle insured or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
 - (a) for total loss / constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.
 - (b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the vehicle insured from loss or damage and to maintain it in efficient condition

3. Right to Inspect

the Company shall have at all times free and full access to examine the vehicle insured or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle insured shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle insured be driven before the necessary repairs are effected, any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

4. Cancellation

- a. The Company may cancel the policy by sending fifteen days notice by recorded delivery to the insured at insured's last known address on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force
- b. the policy may be cancelled at any time by the insured on fifteen days notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the company's short period rates for the period the policy has been in force. Return of the premium by the Company will be subject to retention of the minimum premium of Rs. 100/- (or Rs. 25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/ mentally challenged persons). Where the ownership of the vehicle is transferred, the Policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.
- c. Cancellation premium retention grid:

PERIOD	% OF ANNUAL PREMIUM TO RETAIN
Not exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	Section 50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full annual premium/ rate

5. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute 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 two arbitrators one to be appointed by each of the parties to the dispute/difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and the arbitration shall be conducted in accordance with the provisions of the Arbitration & 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 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.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. Contribution

If at the time of occurrence of an event that gives rise to any claim under this policy, there is in existence any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation cost or expense.

C) Special Conditions

1. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for a transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a. Death certificate in respect of the insured
 - b. Proof of title to the vehicle
 - c. Original Policy
2. In the event the claim is not settled within 30 days as stipulated above, the Company shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the **Insured**/claimant by Company till the date of actual payment.

3. Failure to furnish evidence within the time required shall not invalidate nor reduce any claim if You can satisfy Us that it was not reasonably possible for You to give the proof within such time.

D) Conditions for Renewal of Contract

Renewal Notice

The Policy may be renewed with our consent. The benefits under the policy or/and the terms and conditions of the policy, including premium rate may be subject to change.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid / received. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

DEDUCTIBLE

The Company shall not be liable for each and every claim under Section - I (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated below:

Type of Vehicle	Compulsory Deductible (Rs.)
Vehicles ratable under Class D of the Commercial Vehicles Tariff (CVT)	0.5% of IDV of the vehicle subject to a minimum of Rs. 2000/-

IMT Endorsement

IMT. 5. HIRE PURCHASE AGREEMENT

It is hereby understood and agreed that (hereinafter referred to as the Owners) are the Owners of the vehicle insured and that the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured **as cannot be made good by repair and / or replacement of parts** and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT.6. LEASE AGREEMENT

It is hereby understood and agreed that (hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of a Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured **as cannot be made good by repair and / or replacement of parts** and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely as the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner/Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this Policy.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT.7. Vehicles subject to Hypothecation Agreement

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with (hereinafter referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured **as cannot be made good by repair and / or replacement of parts** and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the Insured or the Insurer respectively under or in connection with this Policy or any term, provision or condition thereof.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

IMT 17. PERSONAL ACCIDENT COVER TO PAID DRIVERS, CLEANERS AND CONDUCTORS : (Applicable to all classes of vehicles)

In consideration of the payment of an additional premium, it is hereby understood and agreed that the insurer undertakes to pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the paid driver/cleaner/conductor in the employ of the insured in direct connection with the vehicle insured whilst mounting into dismounting from or traveling in the insured vehicle and caused by violent accidental external and visible means which independently of any other cause shall within six calendar months of the occurrence of such injury result in :-

Details of Injury	Scale of Compensation
i)Death	100%
ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
iii)Loss of one limb or sight of one eye	50%
iv)Permanent Total Disablement from injuries other than named above	100%

Provided always that

(1) compensation shall be payable under only one of the items (i) to (iv) above in respect of any such person arising out of any one occurrence and total liability of the insurer shall not in the aggregate exceed the sum of Rs.....* during any one period of insurance in respect of any such person.

(2) no compensation shall be payable in respect of death or injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

(3) such compensation shall be payable only with the approval of the insured named in the policy and directly to the injured person or his/her legal representative(s) whose receipt shall be a full discharge in respect of the injury of such person.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

* The Capital Sum Insured (CSI) per person is to be inserted.

IMT.20. REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 6000/- (Rupees six thousand only) for damage to property other than the property

belonging to the insured or held in trust or in custody or control of the insured

In consideration of this reduction in the limit of liability a reduction in premium of Rs.....* is hereby made to the insured .

Subject otherwise to the terms conditions limitations and exceptions of the policy.

*To insert Rs.50 for Two wheelers, Rs.100 for private cars Rs.150 for Commercial Vehicles – three wheelers and taxis or Rs.200 for Commercial Vehicles (excluding three wheelers and taxis).

IMT. 21. SPECIAL EXCLUSIONS AND COMPULSORY DEDUCTIBLE

(Applicable to all Commercial Vehicles excluding taxis and motorized two wheelers carrying passengers for hire or reward.)

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

(a) Special Exclusions

except in the case of Total Loss of the vehicle insured, the insurer shall not be liable under own damage part of section 7 of the policy for loss of or damage to lamps tyres tubes mudguards bonnet side parts bumpers and paint work.

(b) Compulsory Deductible.

in addition to any amount which the insured may be required to bear under para (a) above the insured shall also bear under own damage part of section 7 of the policy in respect of each and every event (including event giving rise to total loss/constructive total loss) the first Rs.....* of any expenditure (or any less expenditure which may be incurred) for which provision is made under this policy and/or of any expenditure by the insurer in the exercise of its discretion under Condition No.4 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

. * to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

IMT.22. COMPULSORY DEDUCTIBLE

(Applicable to Private Cars, three wheelers rated as private cars, all motorized two wheelers, taxis, private car type vehicle plying for public/private hire, private type taxi let out on private hire)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under own damage part of section 7 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs....* (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no ...** of this policy .

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* (i) to insert amount as appropriate to the class of vehicle insured as per GR.40 of the tariff.

(ii) in respect of a vehicle rated under the Tariff for Private Car and in respect of a motorised two wheeler not carrying passengers for hire or reward, if any deductible in addition to the compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

** to insert Condition no 3 in respect of a vehicle rated under Tariff for Private Car / Two wheelers or Condition no 4 in respect of a vehicle rated under the Tariff for Commercial Vehicles.

IMT 22A. VOLUNTARY DEDUCTIBLE

(For private cars/motorized two wheelers other than for hire or reward)

It is by declared and agreed that the insured having opted a voluntary deductible of Rs.** a reduction in premium of Rs.** under own damage part of section 7 of the policy is hereby allowed.

In consideration of the above, it is hereby understood and agreed that the insured shall bear under own damage part of section 7 of the policy in respect of each and every event (including event giving rise to a total loss/constructive total loss) the first Rs.....*** (or any less expenditure which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no# of this policy .

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert voluntary deductible amount opted by the insured under tariff for Private car / tariff for motorised two wheeler.

** To insert appropriate amount relating to the voluntary deductible opted as per the provision of tariff for Private car / tariff for motorised two wheelers.

*** To insert aggregate amount of voluntary deductible opted and the compulsory deductible applicable to the vehicle insured as in G.R. 40.

To insert policy condition No. 3 of the tariff for private car / tariff for motorised two wheelers.

IMT 23. COVER FOR LAMPS TYRES / TUBES MUDGUARDS BONNET /SIDE PARTS BUMPERS HEADLIGHTS AND PAINTWORK OF DAMAGED PORTION ONLY .

(For all Commercial Vehicles)

In consideration of payment of an additional premium of Rs.....*, notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that subject to conditions (a) (b) and (c) hereunder loss of or damage (excluding theft under any circumstances) to lamps tyres/tubes mudguards bonnet/side parts bumpers headlights and paintwork of damaged portion only is covered provided the vehicle is also damaged at the same time.

Subject to:

- a) Depreciation as per schedule provided in own damage part of section 7 of the policy. It is further understood and agreed that in respect of paint work for the damaged portion only (as referred to above) shall also be as per schedule provided in own damage part of section 7 of the policy.
- b) In addition to any amount which the insured may be required to bear under para (a) above, the insured shall also bear 50% of the assessed loss in respect of each and every claim under this Endorsement.
- c) It is also understood that no deductible other than those mentioned in (a) and (b) above shall be applicable in respect of a claim which become payable under this Endorsement.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert the sum arrived at as per the provisions of G.R.40. NB.3. of the Tariff.

IMT.24. ELECTRICAL / ELECTRONIC FITTINGS

(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle – Package Policy only)

In consideration of the payment of additional premium of Rs....., notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and/or electronic fitting(s) as specified in the schedule whilst it/these is/are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in own damage part of section 7 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by/as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEM

(Own Damage cover for the kit)

In consideration of the payment of premium of Rs.....* notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions limitations and exceptions of own damage part of section 7 of the policy against loss and/or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG/LPG kit specified in the Schedule of the policy.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

* To insert sum arrived at in terms of G.R.42.

IMT.26. FIRE AND/OR THEFT RISKS ONLY

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class -D and Motor Trade Policies under Classes- E, F and G of the Commercial Vehicles Tariff)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section II of the Policy is deemed to be cancelled and under own damage part of section 7 thereof the insurer shall only be liable to indemnify the insured against loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils whilst the vehicle is laid up in garage and not in use.

Subject otherwise to the terms conditions limitations and exceptions of this Policy.

NB.(i) In case of **Fire Risk** only, the words “burglary housebreaking theft” are to be deleted.

NB.(ii) In case of **Theft Risk** only, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

IMT. 27. LIABILITY AND FIRE AND/OR THEFT

(Not applicable for Miscellaneous and Special Types of vehicles rateable under Class –D of the Tariff for Commercial Vehicles)

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that own damage part of section 7 of the Policy the insurer shall not be liable thereunder except in respect of loss or damage by fire explosion self ignition lightning and/or burglary housebreaking theft and riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

Subject otherwise to the terms conditions limitations and exceptions of the Policy.

NB.(i) In case of **Liability and Fire Risks only**, the words “burglary housebreaking theft ” are to be deleted.

NB.(ii) In case of **Liability and Theft Risks only**, the words “fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils” are to be deleted.

IMT. 28. LEGAL LIABILITY TO PAID DRIVER AND/OR CONDUCTOR AND/OR CLEANER EMPLOYED IN CONNECTION WITH THE OPERATION OF INSURED VEHICLE

(For all Classes of vehicles.)

In consideration of an additional premium of Rs. 25/- notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured’s legal liability under the **Workmen's Compensation Act, 1923** , the **Fatal Accidents Act, 1855** or at **Common Law** and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent.

Provided always that

(1) this Endorsement does not indemnify the insured in respect of any liability in cases where the insured holds or subsequently effects with any insurer or group of insurers a Policy of Insurance in respect of liability as herein defined for insured's general employees;

(2) the insured shall take reasonable precautions to prevent accidents and shall comply with all statutory obligations;

*(3) the insured shall keep record of the name of each paid driver conductor cleaner or persons employed in loading and/or unloading and the amount of wages and salaries and other earnings paid to such employees and shall at all times allow the insurer to inspect such records on demand.

(4) in the event of the Policy being cancelled at the request of the insured no refund of the premium paid in respect of this Endorsement will be allowed.

Subject otherwise to the terms conditions limitations and exceptions of the Policy except so far as necessary to meet the requirements of the Motor Vehicles Act, 1988.

*In case of Private cars/ motorised two wheelers (not used for hire or reward) delete this para.

IMT.34. USE OF COMMERCIAL TYPE VEHICLES FOR BOTH COMMERCIAL AND PRIVATE PURPOSES (Applicable to Commercial Vehicle Policies only)

In consideration of the payment of an additional premium of Rs..... and notwithstanding anything to the contrary contained herein it is hereby understood and agreed that

(i) The insurer will indemnify the insured against his legal liability under Common Law and Statutory Liability under the Fatal Accidents Act, 1855 in respect of death of or bodily injury to any person not being an employee of the insured nor carried for hire or reward, whilst being carried in or upon or entering or mounting or alighting from any motor vehicle described in the Schedule to this Policy.

(ii) This Policy shall be operative whilst any vehicle described in the Schedule hereto is being used by the insured or by any other person with the permission of the Insured for social, domestic, or pleasure purposes.

Whilst any such vehicle is being so used the insurer will in terms and subject to the limitations of and for the purposes of Section II of this policy treat as though he were the Insured person using such vehicle provided that such person -

- 1) is not entitled to indemnity under any other Policy.
- 2) shall as though he were the insured observe, fulfill and be subject to the terms, provisions, conditions and endorsements of this Policy in so far as they apply.
- 3) has not been refused any Motor Vehicle Insurance or continuance thereof by any insurer.

Subject otherwise to the terms, conditions limitations and exceptions of this Policy.

IMT.48. Agricultural and Forestry Vehicles And Other Miscellaneous vehicles with Trailers attached – Extended Cover

It is hereby declared and agreed that in consideration of an additional premium of Rs....., the indemnity provided by this Policy shall apply in respect of any trailer (including Agricultural Implements such as Ploughs, Harrows and the like) described in the under noted Schedule of trailers as though it were a vehicle described in the Schedule and had set against it in the Schedule the value set against it in the under noted Schedule of trailers.

Provided that the Insurer shall be under no liability under own damage part of section 7 of the Policy in respect of breakage of any part of the agricultural trailer or implements caused by ground obstructions.

Schedule of Trailers

* Description	Insured's Declared value (IDV)
---------------	--------------------------------

* Insert make, number or some other means of identification. Threshing Machines, Drums, Bailing Machines, Trusses and Tiers must be identified as such.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

NOTE :

In the case of **Liability only** Policies, the Endorsement must be suitably amended.

CLAIM PROCESS METHODOLOGY

1. In case of damage due to above mentioned perils, the Insured Person shall intimate the Company via phone or in writing within 48 hours giving an indication as to the nature and extent of loss or damage. For intimation, the Insured Person may choose to intimate directly to the Company or through financial institutions/same intermediary channel vides which they have availed insurance. No repair/reinstatement to be carried out until loss assessment procedure is completed.
2. The claim is admissible only if the premium is paid with in the cut off dates as mentioned in section 1 of PMFBY.
3. The Insured Person will extend full co-operation to the surveyor appointed by the Company and provide necessary documents to substantiate the loss. A claim form issued by the Company is also to be submitted.
4. Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
5. Basis of claim settlement under OD claim would be market value of the vehicle on the date of loss. The Company gets the survey done of the site within 3 days of intimation. The Insured Person will submit the claim forms and other relevant documents to surveyor/ the Company within 15 days of date of survey. Claims would be paid on assessment basis only within 30 days of survey and submission of all required documents. Payment would be done in the Insured Person's bank account directly through NEFT.
6. In case of burglary claims, FIR should be lodged immediately and its copy may be made available to the surveyor.

Conditions Applicable During the Contract

C. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS:

The Company shall not be liable in respect of:

- 1) Loss or damage, liability or expenses whether directly or indirectly, occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil

war, rebellion, revolution, insurrection, mutiny, military, or usurped power or civil commotion or loot or pillage in connection herewith.

2) Loss or damage caused by depreciation or wear and tear

3) Consequential loss of any kind or description.

4) a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

b) This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For Condition 4 (b) only combustion shall include any self-sustaining process of nuclear fission.

5) **Excess/Deductible:**

The excess/deductible will be applicable as following:

☑ Section 4 (Building and content): Nil

☑ Section 5 (Pump set): First Rs.100 of each claim

☑ Section 7 (Tractor): 0.5% of IDV subject to a minimum of Rs.2000 on Claim under Loss of or damage to the Vehicle Insured

D. GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

(A) Conditions Precedent to the Contract

1. **Misdescription:** This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material details.

(B) Conditions Applicable during the Contract

1. **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only skilled manpower is hired and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

2. Cancellation/ termination:

1. We may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days' notice delivered to You or mailed to Your last address as appears in Our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium.

2. In the event the policy is cancelled for non-cooperation of the insured or if you cancel the Policy, the premium shall be computed in accordance with Our short period rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

3. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

4. In case the insured opts to cancel the policy the refund will be on short scale basis

3. 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 such dispute to a Court of competent jurisdiction 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.

(C) Conditions when a Claim arises:

1. Fraud: If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

2. Contribution: In the event of any loss damage liability or expenses covered by this Policy there shall be any other insurance covering the same loss damage liability or expenses, whether effected by the Insured or not this Policy shall pay only so much of the excess of such loss damage liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.

3. Indemnity: The Company may at its option reinstate/replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of the loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage and not more than the Sum Insured by the Company thereon.

4. Arbitration and Reconciliation:

a. If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted), such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties 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 the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted in English under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

b. It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of claim under the Policy.

c. 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

d. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit or proceeding before a Court of law or any other competent statutory forum/tribunal, then all benefits under the Policy shall be forfeited and the rights of Insured shall stand extinguished and the liability of the Company shall also stand discharged.

e. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

(D) Conditions for Renewal of Contract:

The Company shall not be bound to accept any renewal premium nor give notice that the 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.

Grievance Lodgement Stage

The Company is 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 contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, 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 IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chhattisgarh.
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

Office of the Ombudsman	Address & Contact details	Jurisdiction of Office Union Territory, District
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation. 2017.

Advertisement Disclaimer:

“Insurance is the subject matter of the solicitation”.

Disclaimer: INSURANCE ACT 1938 Section 41 Prohibition of Rebates:

- 1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this section shall be punished with a fine which may extend to ten lakhs rupees.