

RWBCIS

UIN:IRDAN162RP0029V02202324

Restructured Weather Based Crop Insurance Scheme (RWBCIS) Policy Wordings

Kshema General Insurance Limited (“the Company”), having received a proposal and the premium from the Proposer, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums including premium subsidy from state government and central government, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

1. DEFINITIONS:

- 1) “Company” means the Kshema General Insurance Limited.
- 2) “Insured/Policyholder” means the person or entity whose name specifically appears as such in the Schedule to this Policy.
- 3) “Beneficiary” means any person(s) whose property/crop is (are) insured under agricultural or non- agricultural activity.
- 4) “Policy” means the Policy booklet, the Schedule and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured the exclusions from the cover and the terms and conditions of the issue of the Policy.
- 5) “Sum Insured” means and denotes the amount of cover available as stated in the Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
- 6) “SLCCCI” means State Level Coordination Committee on Crop Insurance.
- 7) “Crop” means the variety of seed and/ or plants the Insured cultivates.
- 8) “Bank” means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
- 9) “Defined Area or Unit area of insurance” means specified area for the Notified Crop under the policy.
- 10) “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.
- 11) “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.
- 12) “Terrorism” means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s),

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- committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 13) “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.
 - 14) “Exit Index” shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.
 - 15) “Strike Index” shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment.
 - 16) “Notional Payment” shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index (To be specified for each Policy under section “Coverage Details” in Schedule I).
 - 17) “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 the purpose of determining the Observed Weather Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy.
 - 18) 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, temperature, 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.
 - 19) “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 the purpose of calculation and settlement of the claim.
 - 20) “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.
 - 21) “Endorsement” means any alteration made to the policy which has been agreed to by the company in writing.
 - 22) “Exclusion” means the damages/perils/properties/contingencies which are not covered under the policy and for which the company have no liability in the event of loss occurrence.
 - 23) “Humidity” shall mean Relative Humidity
 - 24) “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.
 - 25) “Weather Index” shall mean the mathematical construct on the basis of which Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters.
 - a. Rainfall
 - b. Temperature
 - c. Humidity

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- d. Fog
- e. Wind Velocity
- f. Hailstorm
- g. Cloud Burst
- h. Sunshine

2. SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate the Insured for the cost of input, yield and/or increased operational costs of agricultural or non-agricultural economic activity, as stated in the Policy, resulting from deviation of Observed Weather Index from Strike Index if such deviation is as stated in coverage within a specific geographical location and specified time period, subject to the maximum Sum Insured in the manner specified in the Schedule to this Policy.

Following major weather perils, which are deemed to cause “Adverse Weather Incidence”, leading to crop loss, shall be covered under the scheme:

- a) Rainfall – Deficit Rainfall, Excess rainfall, Unseasonal Rainfall, Rainy day, Dry-spell, Dry days
- b) Temperature – High temperature (heat), Low temperature
- c) Relative Humidity
- d) Wind speed
- e) A combination of the above
- f) Hailstorm, cloud-burst may also be covered as Add-on/Index-Plus products for those farmers who have already taken normal coverage under WBCIS.

The perils listed above are only indicative and not exhaustive and any addition/deletion may be considered by State Govt. in consultation with insurance companies based on availability of relevant data.

Crop covered:

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

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 the Policy.

3. EXCLUSIONS

- 1) The Company shall not be liable to make any payment under this Policy to the Insured in connection with or in respect of any expenses whatsoever incurred by any Insured arising out of 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

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nuclear assembly or nuclear component thereof.

- 2) The Company shall not be liable to make any payment under this policy to the insured in case of loss or damage to crops , property or events arising directly out of the insured 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.
- 3) The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any 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.
- 4) 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.
- 5) 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.
- 6) In case of cover granted for agricultural activities, insurance is not valid, if the land is not cultivated during the policy period.
- 7) 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.

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4. CLAIMS ASSESMENT & 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 on the basis of weather data recorded by the notified RWSs or BWS, as the case may be, 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 WBCIS 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.

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’

Important Conditions / Clauses Applicable for Coverage of Risks:

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- 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.

5. GENERAL CONDITIONS APPLICABLE TO THE POLICY:

PART III OF SCHEDULE

STANDARD TERMS AND CONDITIONS:

- 1) **Incontestability and Duty of Disclosure:** The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
- 2) **Reasonable Care:** The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.
- 3) **Observance of terms and conditions:** The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 4) **Material change:** The Insured shall immediately notify the Company by fax and in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require 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 particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.
- 6) **No constructive Notice:** Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

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- 7) Notice of charge etc.: The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.
- 8) Special Provisions: Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
- 9) Overriding effect of Part II of the Schedule: The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.
- 10) Electronic Transactions: The Insured agrees to adhere to and comply with all such 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 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 in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.
- 11) Duties of the Insured on occurrence of loss:

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:
 - a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
 - b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.

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- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening Of Loss Or Damage' Clause as provided in this Part.
- d. Not abandon the insured Property/item premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

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

12) Rights of the Company on happening of loss or damage:

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

- a. Enter and/or take possession of the Property and / or Crop Cultivated, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c. Keep possession of any such property and examine, sort, arrange, remove or 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 the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirement of the Company or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

13) 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

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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.

- 14) 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.
- 15) Indemnity: The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. 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 the occurrence of such loss or damage and in any event not more than the Sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the Insured property/item hereby insured, because of any law or other regulations in force affecting Insured property or otherwise, the Company shall, in every such case, only be liable to pay such Sum as would be requisite under the Policy.

- 16) Subrogation: In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.
- 17) Condition of Average: If the Insured property/crop be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.
- 18) Contribution: If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- 19) Fraudulent claims: If any claim is in any respect fraudulent, or if any false statement,

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or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

- 20) Cancellation/termination: The Company may at any time, cancel this Policy, by giving 7 days' notice in writing by Registered Post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

You may cancel this Policy by sending written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period scale.

Cancellation Period	Refund
Within One Week of inception of cover	25% of premium
Beyond One Week of inception of cover	Nil

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

- 22) Arbitration clause: If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

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23) Renewal notice: The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

24) Notices: Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured, at the address specified in the Schedule.

In case of the Company: Kshema General Insurance Limited.

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

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

26) Grievance Redressal Procedure: 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 call our 24X7 Toll free number or you may email to the customer service desk at customer.support@kshema.co

Please visit our website at www.kshema.co to know the contact details of our Grievance Officer for your servicing location. After investigating the matter 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 Hyderabad. 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 send email to gro@kshema.co After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

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@tata-aig.com

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After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id. 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 IRDAI under the Insurance Ombudsman Scheme.

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