

Kshema Samriddhi

Policy wordings

1. Operative Clause

WHEREAS YOU the Insured named in the Schedule chose this Kshema Samriddhi (hereinafter referred as "Policy") and have applied to Us, Kshema General Insurance Limited (hereinafter referred as "the Company") for insurance cover as stated in the policy. You further gave Us the information about yourself, your crop, and confirmation of your insurable interest in the crop being cultivated in the specified farm location through written Proposal form and/or Digital Proposal and/or Video Proposal form on the platform of Kshema Mobile Application and based on your confirmation that the information submitted is true and correct and having received the premium paid by You, we promise to provide You insurance as stated in the Policy Schedule subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

2. Definition of Words:

- a) **You/Your/Insured:** The person (s) named as Insured in the Policy Schedule;
- b) **We/Us/Our/the Company:** Kshema General Insurance Limited;
- c) **Written Proposal Form (WPF):** The application form signed by You for availing this insurance and/or any other information, in writing, provided by You, or which is provided to Us on Your behalf;
- d) **Digital Proposal Form (DPF):** A form digitally recorded & stored with us, wherein You or Your representative authorised by You, by way of confirmation through One Time Password ["OTP"], generated from Your notified mobile number as registered in Kshema Application, has provided information in respect of the farm and crop You wish to insure;
- e) **Video Proposal Form (VPF):** A video, recorded & stored with us, wherein You or Your representative authorised by You, by way of confirmation through OTP, generated from Your notified mobile number as registered in Kshema Application, has provided information in respect of the farm and crop You wish to insure;

The term proposal form wherever referred shall include any of the above three proposal form.

- f) **Policy:** Policy means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.
- g) **Commencement of risk / Policy start date:** Commencement or risk start date is the date of commencement of coverage under this Policy as specified in the Policy Schedule;
- h) **Policy end date:** Policy shall end on completion of harvesting, as defined below, on the farm or on the end/expiry date mentioned on the policy schedule based on the duration of the crop, whichever is earlier;

- i) **Harvesting:** Means any operation undertaken to reap the produce from the crop insured.
- j) **Endorsement:** It means any alteration requested by You in writing or through Kshema Mobile Application to be made in the Policy and which has been agreed to by Us in writing;
- k) **Policy Schedule:** The document which contains Your information, the cover in force, the Period of Insurance, Sum Insured and other details. Any Annexure or Endorsement to the Schedule shall also be a part of the Policy Schedule;
- l) **Sum Insured:** The amount shown in the Policy Schedule which shall be our maximum liability under the Policy for any one claim or in the aggregate for all claims during the Period of Insurance;
- m) **Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule, unless the Policy is cancelled in which case the Period of Insurance will end on the effective date of the cancellation;
- n) **Crop:** Crop shall mean a plant of the same kind cultivated at one place in a defined boundary farm and harvested extensively for profit or subsistence and which can be grown from seeds or by any of the vegetative propagation methods and which is mentioned in the Policy Schedule;
- o) **Premium:** The amount specified as such in Policy Schedule and any premium adjusted / reflected in an endorsement to this Policy;
- p) **Material change:** Those changes which materially affect the decision of the Insurer for underwriting the risk, including but not limited to change in sowing dates or change of insured Crop;
- q) **Enrolment window:** The period as declared by the Company for enrolment under this Policy for a particular crop season;
- r) **Cut-off date:** It is the date where enrolment window for crop insurance under this policy ends for the crop season;
- s) **Waiting Period:** Loss or damage occurring before the end of 15th day from either the date of inception of insurance or date of sowing whichever is later. For the purpose of this section, counting of days will start from the inception date or date of sowing irrespective of time and ends at 23:59:59 on the 15th day.

3. **Coverage:**

On occurrence of any one of the following perils, resulting in damage to the crop, You will be entitled for a claim under the Policy.

- a) Cyclone
- b) Earthquake
- c) Flood
- d) Inundation (not applicable to Hydrophilic crops)
- e) Landslide
- f) Natural fire

4. **Sum Insured:**

Sum insured under this policy is predetermined based on the cost of cultivation. Sum insured is the maximum liability under the policy as mentioned in the policy schedule.

5. The following losses will not be paid under this policy

The Company shall not cover losses and damages occurred due to the following;

- a) War Risk: Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, civil commotion, loot, pillage in connection therewith;
- b) Nuclear Risk: Any loss to the insured crop arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component;
- c) Consequential Loss: Consequential loss of any kind or description.
- d) Malicious damage, arson and other preventable risks;
- e) Terrorism: Any loss to Crop on account of terrorist activities;
- f) Pollution or contamination of any kind;
- g) Political risk or Loss or damage caused by an order of any governments or any other authority;
- h) Volcanic eruption, costal or river erosion or other convulsions of nature;
- i) Theft, riot and strike;
- j) Non cultivation of Crop as mentioned in the policy schedule during the Period of Insurance;
- k) Post harvest losses for crop produce even if lying in cut and spread condition in the field;
- l) Loss occurred during the waiting period;
- m) Coverage of Hydrophilic crops against inundation;
- n) Loss or damage caused by any other peril other than specified in section.

6. How to apply for a claim and Your responsibility

In the unfortunate event of occurrence of any perils covered under this Policy, that resulted in loss or damage to the Crop, you are required to take following actions:

- a) Immediately intimate the loss through Kshema Application or by email to customer.support@kshema.co or Toll-Free number 1800 572 3013 along with your Policy details not later than 24 hours of occurrence of peril;
- b) Take all steps to minimize the loss, as if no insurance has been taken;
- c) Take photographs of the loss/ damage crop through Kshema Application;
- d) Take video of the entire affected field as per the instruction in the video guide of Kshema Application;
- e) Inform particulars of all other insurances covering the same crop at the time of loss.

7. Terms & Conditions:

- a) **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, misdescription, or non-disclosure of any Material change or particular in the proposal form and/or personal statement and/or declaration made through proposal form (WPF/DPF/VPF) and/or connected documents.

- b) **Reasonable Care:** You shall take all reasonable steps to safeguard the interests of the insured property (Crop) against loss or damage that may give rise to a claim.
- c) **Observance of terms and conditions:** The due observance and fulfilment of the terms, conditions, and endorsement of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability on Us to make any payment under this Policy.
- d) **Change of sowing date:** No change in sowing date shall be allowed more than once during the enrolment window. No further change is allowed after the cut-off date
- e) **Change of Crop:** No change in crop shall be allowed
- f) The Policy becomes void from inception, and no loss/damage shall be payable if the Crop as declared for insurance by the insured in the Proposal Form, and the actual Crop on the field are different.
- g) Any expenses whatsoever incurred by You in connection with or in respect of any loss, howsoever caused, even if such loss results in diminished agricultural output/ yield or increased operational costs shall not be payable.
- h) Any expenses whatsoever incurred by You for removal of any damaged crops, debris, or any substance from the farm, whether such damage occurred due to covered perils or otherwise, shall not be payable.
- i) **Excess:** Nil
- j) **Contribution clause:** In the event of the same farmland is insured under more than one insurance and If loss arises on the said farmland and the loss is covered under more than one insurance policies, We shall be liable to pay ratable proportion of the claim amount based on the coverage the insurance policies provides.
- k) Non-adherence to the terms and conditions of this Policy shall render the Policy *voidable*.

8. Special Provisions:

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

9. 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, We may:

- a) Enter and/or take possession of the damaged Crop;
 - b) Keep possession of any substance or particulars from the insured property and examine, sort, arrange, remove or otherwise deal with the same; and,
 - c) Sell any such property or dispose of the same for account of whom it may concern.
- The powers conferred by this condition shall be exercisable by Us at any time unless notice in writing is given by You that You make no claim under the Policy, or if any claim is made unless such claim is finally determined or withdrawn.

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If You or any person on Your behalf shall not comply with the Policy terms & conditions or shall hinder or obstruct Us or Our representatives while performing inspection hereunder, all benefits under the Policy shall be forfeited at Our option.

10. Loss Assessment:

- a) Loss event detection will be done through remote sensing satellite image/ drone / Pictures captured through app/ local news.
- b) If the total sum insured mentioned in the policy or total sum insured equal to the stage of the crop paid as per the table below, the policy automatically gets cancelled.
- c) The amount of loss would be assessed based on the below compensation table.

Indemnity Table:

Stages	Percentage of Duration of the Crop from the date of sowing	Compensation percentage (Proportionate of Sum Insured)
1.	up to 15%	15%
2.	Above 15% up to 30%	25%
3.	Above 30% up to 60%	60%
4.	Above 60% up to 85%	80%
5.	Above 85%	100%

The loss shall be arrived by using the formula:

Compensation = Sum insured x corresponding Compensation percentage to the stage of the crop x extent of insured area affected x loss percentage x Indemnity percentage – excess / Deductible.

The loss will be paid based on the stage of the crop on the date of occurrence of the event, irrespective of the damage / loss in the field subject to there being crop in the field which is determined by the NDVI of the lat- long of the farm as captured through the Kshema App.

11. Position of policy after the claim:

The Policy shall be presumed cancelled upon lodging of claim, irrespective of the claim decision.

12. Declaration:

- a) The Company shall have no liability towards any claim arising under this Policy if You make any false/ incorrect declaration/information in the Proposal form for insurance, which is material for accepting the risk and offering the cover under the Policy.
- b) The Company further understands that You have read the Policy and prospectus and have understood the implications of the contents prior to affixing Your signature on the Proposal form or giving confirmation on WPF/DPF/VPF.
- c) You further undertake that the responsibility of the declaration signed or recited by You will be binding on all other persons included in the Policy, if any, and thus agree to indemnify the Company in any loss arising consequent to their non-adherence or challenging any of the Policy terms and conditions.

13. **Fraudulent claims**

If any claim in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, We shall have absolute right, in our sole discretion, to avoid our liability under the Policy or void this Policy in its entirety, and in such cases, all cover for loss under this Policy shall be forfeited and all premium deemed fully earned and non-refundable.

14. **Cancellation:**

a) **Cancellation by you at any time**

You can cancel this Policy at any time by giving Us notice in writing or through Kshema Application. The Policy will terminate when we receive Your notice.

b) **Cancellation by Us**

We will not cancel the Policy during the policy period except on the grounds of fraud with a prior notice of 7 days. All the benefits under this policy shall be forfeited from the inception of the policy.

In both the above cases mentioned in section 14, proportionate premium for the unexpired period shall be refunded.

15. **Policy Disputes**

It has been agreed between You and Us that any dispute concerning the interpretation of the terms, conditions, limitations, and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court. It is further agreed by You that where a claim is made, either paid or rejected and no court action or suit is filed/invoked within twelve (12) calendar months from the date of such payment or rejection, all benefits under this Policy shall be forfeited.

16. **Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions. The Company shall not be liable to make any payment for a claim made under the Policy until such time as it has been fully satisfied by the Insured of the existence of Insured property, amount of a claim and the Company's liability for it.

17. Severability

If any section, provision or portion of this Policy is held to be invalid or void by a court of proper jurisdiction, the remainder of this Policy shall subsist and continue in full force and effect.

18. What if You ever need to complain?

We hope, of course, that You will never feel the need to complain. Nevertheless, sometimes things do go wrong. When they do, We want to know straight away, so We can put them right as quickly as possible and take steps to make sure they don't happen again. In all instances, e-mail Us at customer.support@kshema.co or post us at Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.

19. In case You wish to serve Notice

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, email, if any, in case of the Insured, at the address and e-mail specified in Part I of the Policy Schedule.

In case of the Company: KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016. E-mail customer.support@kshema.co

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

20. If at any time You require any clarification or assistance

You may contact Our offices at the address specified on the policy, during normal business hours.

21. Grievance Redressal Clause

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address your grievance as follows:

- 1) For resolution of any query or grievance, You may contact the Policy issuing office or email Us at customer.support@kshema.co or through Kshema Mobile Application or write to Us at Grievance Redressal Officer, KSHEMA GENERAL INSURANCE LIMITED, Regd. Office #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.
- 2) If You are not satisfied with the resolution provided, You may escalate to our Nodal Desk E-mail gro@kshema.co or can write to us at the sub section "Grievance Redressal" on our website www.kshema.co (Customer Support section).

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- 3) In case Your complaint is not fully addressed by Us, you may use the Bima Bharosa, a Grievance Redressal Portal of IRDAI (Bima Bharosa) for escalating the complaint to IRDAI. Through Bima Bharosa You can register Your complaint online and track its status. For registration, please visit Website <https://bimabharosa.irdai.gov.in/>
- 4) If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance at <https://www.cioins.co.in>. Details of the Ombudsman are mentioned below.

Insurance Ombudsman Offices in India :The contact details of the **Insurance Ombudsman** offices are as below-

S.N o.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Telephone No.	Email
1.	AHEMD ABAD	Shri Collu Vikas Rao	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 25501 201/02	oio.ahmedabad@cioins.co.in
2.	BENGALURU	Ms Neerja Kapur	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.	Karnataka	080 - 26652 048 / 26652 049	oio.bengaluru@cioins.co.in
3.	BHOPAL	Shri Ajay Kumar	Insurance Ombudsman	1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	0755 - 27692 01 / 27692 02 / 27692 03	oio.bhopal@cioins.co.in
4.	BHUBANESWAR	Shri. Bimbadhar Pradhan	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 25964 61 / 25964 55/259 6429/2 59600 3	oio.bhubaneswar@cioins.co.in
5.	CHANDIGARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector-17 A,	Punjab, Haryana (excluding Gurugram, Faridabad,	0172- 27064 68	oio.chandigarh@cioins.co.in

				Chandigarh – 160 017.	Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.		
6.	CHENNAI	Shri. K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	044 - 24333 668 / 24333 678	oiio.chennai@cioins.co.in
7.	DELHI	Ms Sunita Sharma	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	011 - 46013 992/23 21350 4/2323 2481	oiio.delhi@cioins.co.in
8.	GUWAHATI	Shri. Ajay Kumar Sharma	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 26322 04 / 26022 05 / 26313 07	oiio.guwahati@cioins.co.in
9.	HYDERABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 23312 122 / 23376 991 / 23376 599 / 23328 709 / 23325 325	oiio.hyderabad@cioins.co.in

10.	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 27403 63	oio.jaipur@cioins.co.in
11.	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 – 23587 59	oio.eranakulam@cioins.co.in
12.	KOLKATA	Ms Kiran Sahdev	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124 339 / 22124 341	oio.kolkata@cioins.co.in
13.	LUCKNOW	Shri. Atul Sahai	Insurance Ombudsman	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	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,	0522 - 40020 82 / 35006 13	oio.lucknow@cioins.co.in

					Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.		
14.	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N, S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.	022 - 69038 800/27 /29/31/ 32/33	oio.mumbai@cioins.co.in
15.	NOIDA	Shri Bimbadhar Pradhan	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah,	0120-25142 52 / 25142 53	oio.noida@cioins.co.in

					Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.		
16.	PATNA	Ms Susmita Mukherjee	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612- 25470 68	oio.patna@cioins.co.in
17.	PUNE	Shri Sunil Jain	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	020- 24471 175	oio.pune@cioins.co.in
18.	THANE	Shri Umesh Sinha	Insurance Ombudsman	2nd Floor, Jeevan Chintamani Building, Vasant Rao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai , M/East, M/West, N, S and T."	022- 20812 868/69	oio.thane@cioins.co.in