

KSHEMA SUKRITI

POLICY WORDINGS

1. Operative Clause

WHEREAS YOU the Insured named in the Schedule chose this Kshema Sukriti Policy and have applied to Us, Kshema General Insurance Limited (hereinafter called "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 Video recording done through iAgri 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 OTP, generated from Your notified mobile number as registered in iAgri 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 iAgri Application, has provided information in respect of the farm and crop You wish to insure;
- 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 iAgri app 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) Indemnity Percentage: It is the percentage of actual loss or sum insured whichever is less that will be indemnified in the event of any loss/claim.
- o) 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;
- p) Premium: The amount specified as such in Policy Schedule and any premium adjusted / reflected in an endorsement to this Policy;
- q) 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;
- r) Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves;
- s) Enrolment window: The period as declared by the Company for enrolment under this Policy for a particular crop season;
- t) Cut-off date: It is the date where enrolment window for crop insurance under this policy ends for the crop season;
- u) Drought: Drought is a period of 30 consecutive days on which the mean daily rainfall do not exceed 1.00 mm during the Period of Insurance as measured from nearest IMD data sources. The company at its discretion may use any other authenticated data sources that favour You.
- v) Tenant farmer : A tenant farmer is one who has the occupation or temporary possession of farmland or and who pays rent / lease to cultivate crop in land owned by someone else.

3. COVERAGE:

Loss or Damage caused by the operation of any two of the following Perils selected by the farmer. The farmer can select 1 peril from each of the categories.

Major Perils

- a) Cyclone
- b) Drought
- c) Flood
- d) Hailstorm

Minor Perils

- a) Aircraft damage
- b) Earthquake
- c) Fire excluding forest fire and bush fire
- d) Inundation
- e) Landslide

Sl. No.	Peril Offered	Basic Sum Insured	Additional Sum Insured Opted	Total Sum Insured
1	Peril 1			
2	Peril 2			

Note : Additional Sum Insured can be opted only at the inception of the policy and not later. The sum insured can be increased to the nearest multiple of Rs.5000/- and in incremental units of Rs.5000/- till the maximum sum insured fixed for the crop being insured under this policy.

4. The following Losses will not be paid

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, nationalisation, 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 during the Period of Insurance;
- k) Post harvest losses for crops which are required to be dried in cut and spread / small, bundled condition depending on the requirement of the crops in that area kept in the field;
- l) By any other peril, which is not explicitly mentioned in the policy schedule

5. How to apply for a claim and Your responsibility

In the unfortunate event of occurrence of any peril/'s covered under this Policy, which is mentioned in Clause 3, that resulted in loss or damage to the Crop, You are required to take following actions:

- a) Immediately intimate the loss through iAgri Application or by email to customer.support@kshema.co along with your Policy details not later than 24 hours of occurrence of peril;
- b) Take all steps to minimise the loss, as if no insurance has been taken;
- c) Take photographs of the loss/ damage crop through iAgri Application;
- d) Take video of the entire affected field as per the instruction in the video guide of iAgri Application;

- e) Give a complete description of the damage/loss with estimated loss having regard to their values as on the time and date and place of loss. Do not include profit of any kind in the estimated loss;
- f) In case surveyor has been appointed, cooperate and assist surveyors/ representative of the Company by providing all the necessary documents for assessment of loss and establishing liability. Do not hinder them to inspect the loss /damaged Crop;
- g) Inform particulars of all other insurances covering the same Crop at the time of loss;
- h) Safeguard the damaged crop till loss verification/assessment is made but take steps to reduce the loss;

6. **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 of Us to make any payment under this Policy.
- d) **Change of sowing date:** No change in sowing date shall be allowed for more than 2 times 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 for more than once during the enrolment window. No further change is allowed after the cut-off date.
- f) The Policy becomes invalid, and no loss/damage shall be payable if the Crop declared for insurance 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 damaged occurred due to covered perils or otherwise, shall not be payable.
- i) Excess : Nil

- 7. **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.

8. 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.

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.

9. Loss assessment:

- a. Claim detection and loss assessment will be done only through remote sensing satellite image using inhouse developed algorithm.
- b. Compensation shall be payable proportionally based on the extent of loss determined as above corresponding to the value of the Crop as determined in the indemnity table.
- c. In case, You are aggrieved with the assessment based on algorithm run on the image obtained from remote sensing, You may raise a request in iAgri Application and You shall be informed of the surveyor charges. After remittance of the fees, surveyor shall be deputed for loss assessment.
- d. If the extent of damage to the Crop is more than 85% the claim shall be treated as total loss and claim shall be settled subject to Excess / Deductible. The Policy shall stand cancelled upon payment of loss.
- e. You shall not be entitled to abandon the Crop, whether We have taken possession of the same or not, till 7 days after making the claim. In case the damaged Crop is harvested or removed from the farmland within 7 days, no claim shall be payable.
- f. The position of Policy after the claims shall be as under point no. 9
- g. The amount of loss would be assessed based on the below 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 75%	80%
5	Above 75%	100%

In the event of claim falling under the stages 1 to 4, proportionate sum insured will be exhausted for the affected area and the Policy shall continue for the remaining period for unaffected area with the reduced sum insured. 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

The extent of affected area shall be determined through satellite image/ pictures obtained through app / drone images / physical inspection.

10. **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.

11. **Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by 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.

12. **Cancellation by you at any time**

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

In the event of cancellation, you will be refunded the premium for the unexpired period of this Policy which shall be calculated as per the short period refund grid mentioned below subject to no claim being made on this policy:

PERIOD ON RISK (from policy start date)	RATE OF PREMIUM REFUNDED
Up to 15 days	50% of premium
Up to 30	25% of premium
Exceeding 30 days	Nil

13. **Cancellation by Us**

We will not cancel the Policy during the policy period except on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation on Your part. The refund of premium shall be on pro rata basis.

14. **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 or arbitration is filed/invoked within twelve (12) calendar months from the date of such payment or rejection, all benefits under this Policy shall be forfeited.

15. **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, as amended from time to time. The place of Arbitration shall be Hyderabad and the language shall be English. 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.

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 and 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 the You require any clarification or assistance

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

21. Grievance Redressal Clause

- a. For resolution of any query or grievance, You may contact the Policy issuing office or email Us at customer.support@kshema.co or through iAgri 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.
- b. 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).
- c. In case Your complaint is not fully addressed by Us, You may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDAI. Through IGMS You can register Your complaint online and track its status. For registration, please visit IRDAI Website www.irdai.gov.in.
- d. 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.

S.N o.	Locatio n	Name of Ombudsma n	Designatio n	Office of the Insurance Ombudsman,	Jurisdiction	Teleph one No.	Email
1	Ahmedaba d	Shri Collu Vikas Rao	Insurance Ombudsma n	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 255012 01/02/ 05/06	bimalokpal.ahmedaba@cioins.co.in
2	BENGALUR U	Mr Vipin Anand	Insurance Ombudsma n	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	bimalokpal.bengaluru@cioins.co.in
3	BHOPAL	Shri R. M. Singh	Insurance Ombudsma n	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chhattisgarh	0755 - 27692 01 / 27692 02	bimalokpal.bhopal@cioins.co.in
4	BHUBANES WAR	Shri Manoj Kumar Parida	Insurance Ombudsma n	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 25964 61 / 25964 55	bimalokpal.bhubaneswar@cioins.co.in
5	CHANDIGA RH	Mr Atul Jerath	Insurance Ombudsma n	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) , Himachal Pradesh, Union Territories of Jammu & Kashmir, Lad akh & Chandigarh.	0172 - 270619 6 / 27064 68	bimalokpal.chandigarh@cioins.co.in

6	CHENNAI	Shri Segar Sampathkumar	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh .	044 - 24333 668 / 243352 84	bimalokpal.chennai@ciains.co.in
7	DELHI	Ms Sunita Sharma	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	011 - 232324 81/232 13504	bimalokpal.delhi@ciains.co.in
8	GUWAHATI	Shri Somnath Ghosh	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	bimalokpal.guwahati@ciains.co.in
9	HYDERABAD	Shri N. Sankaran	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdikapool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 233121 22	bimalokpal.hyderabad@ciains.co.in
10	JAIPUR	Shri Rajiv Dutt Sharma	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 - 27403 63	bimalokpal.jaipur@ciains.co.in
11	ERNAKULAM	Shri G. Radhakrishnan	Insurance Ombudsman	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G.	Kerala, Lakshadweep, Mahe-a part of Union	0484 - 235875 9 / 235933 8	bimalokpal.ernakulam@ciains.co.in

				Road,Ernakulam - 682 015.	Territory of Puducherry.		
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 - 221243 39 / 221243 40	bimalokpal.kolkata@ci joins.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, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgangar, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,	0522 - 223133 0 / 223133 1	bimalokpal.lucknow@ci joins.co.in

					Chandauli, Ballia, Sidharathna gar.		
14	MUMBAI	Shri Bharatkuma r S. Pandya	Insurance Ombudsm an	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).	69038 821/23 /24/25 /26/27/ 28/28/ 29/30/ 31	bimalokpal.mumbai@cioins.co.in
15	NOIDA	Shri Bimbardhar Pradhan	Insurance Ombudsm an	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandsheha r, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnag ar, Oraiyya, Pilibhit, Etawah, Farrukhabad , Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpu r, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha,	0120- 251425 2 / 251425 3	bimalokpal.noida@cioins.co.in

					Hathras, Kanshiramna gar, Saharanpur.		
16	PATNA	Ms Susmita Mukherjee	Insurance Ombudsma n	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612- 25470 68	bimalokpal. patna@cioi ns.co.in
17	PUNE	Shri Sunil Jain		Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).	020- 413125 55	bimalokpal. pune@cioi ns.co.in