

## Section I Operative clause

WHEREAS You the Insured named in the Schedule chose this Kshema Kisan Sathi Insurance Policy and have applied to us, Kshema General Insurance Limited for insurance cover as stated in the policy. You further gave us the information about yourself through Proposal form and/or Digital Proposal 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.

Proposal, Policy wording, Policy schedule, Annexures, Declarations and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout unless specified otherwise.

Throughout this policy, the words "You", "Your", "Yourself" refer to the named insured shown in the policy schedule. The words "We", "Us", "Our" and "Company" refers to Kshema General Insurance Limited.

NOW THIS POLICY WITNESSETH, that this policy is subject to the content mentioned under various parts, sections, Terms, conditions, exceptions and procedures mentioned herein or endorsed or expressed hereon:

Part I: Crop insurance

Part II: Personal Accident Insurance

### Part I: Crop Insurance

Part I - Section I a: Applicability:

Seasonal/Plantation crop as mentioned in Policy Schedule for which bank provides crop loan.

Part I - Section I b: Basis of Sum-Insured:

To the limit of loan amount sanctioned by bank or SoF in case of Loanee and Non Loanee customers.

## Part I - Section II : Definition of Words

- a) **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.
- b) **Crop:** Crop shall mean 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.
- c) **Digital Proposal Form (DPF):** Is a form where either you (using your login credentials in the Kshema mobile application) or your authorized representative (it must be confirmed via a One Time Password (OTP) from your registered mobile number) provides information or your banker. This form includes details about yourself, the farm, and the crop you

wish to insure, along with any other relevant information. This digitally recorded and stored information serves as the basis for the insurance contract.

- d) **Crop Duration:** The period from sowing till initiation of last picking of harvest in case of multi-picking crops and initiation of harvesting for single picking crops and maximum of 1 year for plantation crops.
- e) **Claim Excess/Deductible:** An amount specified in the Policy Schedule which You must bear on Your own for each and every insurance claim.
- f) **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.
- g) **Enrolment window:** The period as declared by the Company for enrolment under this Policy for a particular crop season.
- h) **Animal Attack:** Loss or Damage caused to the insured crop from raiding/grazing by animals specified in the Policy.
- i) **Harvesting:** Means any operation undertaken to reap/collect the produce from the insured crop.
- j) **Indemnity Percentage:** It is the percentage of actual loss or Sum Insured whichever is less that will be paid in the event of any claim and as is shown in the Policy Schedule.
- k) **Insured Person** means person named in the schedule of the Policy
- l) **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.
- m) **Period of Insurance:** The 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) **Policy:** Policy means these Policy wordings, the Policy Schedule and any applicable Annexures endorsements or extensions attached to and 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 and exceptions on which the Policy is issued to the Insured Person.
- o) **Policy end date:** For Seasonal Crops Policy shall end when the harvesting process is initiated on the farm or on the expiry date mentioned on the Policy Schedule based on the duration of the crop, whichever is earlier. In case of plantation crops, the Policy end date shall be the end date mentioned in the Policy Schedule.
- p) **Policy Schedule:** The document which contains all the details relevant to the insurance contract and forming part of the policy wordings, endorsements and any other attached annexure.
- q) **Post Harvest Losses:** Loss or Damage to the crop/produce once the crop/produce is separated from the ground/crop.
- r) **Proposal Form:** Physical/electronic document giving information about yourself, farm, crop and any other material information relevant to the risk and is duly dated/e-dated and signed/thumb impression/e-signed affixed or confirmed through OTP.

- s) **Premium:** The amount specified in the Policy Schedule towards purchase of insurance coverage under this Policy.
- t) **Sum Insured:** The Crop Insured 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 as mentioned on the Policy Schedule. The Sum Insured under animal attack coverage is restricted to a maximum of 25% of the Policy Sum Insured.
- u) **Waiting Period:** A waiting period is the amount of time as stated under this Policy for which You must wait before the coverage comes into effect. The insured shall not be eligible for any benefit under part I for claim/s during the waiting period.

### Part I - Section III: Coverage

On occurrence of the peril listed below, resulting in damage to the crop, you will be entitled for an insurance claim under this Policy

- a. Cyclone
- b. Earthquake
- c. Fire due to lightning
- d. Flood
- e. Hailstorm
- f. Inundation (Not applicable to Hydrophilic crops)
- g. Landslide
- h. Tsunami
- i. Animal Attack as listed below (only for a maximum amount of 25% of the policy sum insured.)
  - a. Elephant
  - b. Wild Boar

### Part I - Section IV: Whom this Policy is issued to

- i. Policy is issued to you and the policy covers your crop against which loan has been obtained from the bank whose name is mentioned under Hypothecation in the Policy Schedule.
- ii. If there are more than one owner or cultivators or borrowers, the policy shall be issued to principal borrower or one of the co-owner or co cultivator nominated by you all and provide "no objection certificate".
- iii. If You have mortgaged, pledged or hypothecated the Insured Property with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such other Bank will be added to this Policy as an additional Clause.

### Part I - Section V: The following losses will not be covered under this policy

We shall not cover losses and/or damages occurred due to the following

- a. 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. Arising from ionizing 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 of any kind or description.
- d. Malicious damage, arson and other preventable risks

- e. 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 civic authority
- h. Volcanic eruption, coastal or river erosion or other convulsions of nature
- i. Theft, riot and strike
- j. Cultivation of the crop not mentioned in the Policy Schedule during the Period of Insurance
- k. Post-harvest losses for crop produce even if lying in cut and spread in the field
- l. Damage/loss caused by any animal other than specifically covered.
- m. Claim Excess/Deductible amount as specified under the Policy Schedule.
- n. Coverage of Hydrophilic crops against inundation
- o. Due to any other peril, which is not explicitly covered in the Policy Schedule.
- p. Cost of Supporting Structures like staking, trellis etc.
- q. Waiting period: Within first 7 days from inception of the policy.
- r. Intercropping and Mixed Cropping cultivation.

### Part I - Section VI: How to lodge an insurance claim and Your responsibility

In the unfortunate event of occurrence of any loss due to insured peril/s covered under this Policy, that may have resulted in loss or damage to the Crop, you are required to immediately take following actions:

- a. Immediately intimate the loss through Kshema Application or by email to [customer.support@kshema.co](mailto:customer.support@kshema.co) or Toll-Free number 18005723013 along with your Policy details not later than 24 hours of occurrence of incident leading to loss
- 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. 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. Inform particulars of all other insurances, if covering the same Crop at the time of loss
- g. Safeguard the damaged crop/produce till loss verification/assessment is completed and take all steps to reduce the loss.
- h. Provide all documents/information as required by Kshema claims team.
- i. In case of claims from flood/inundation/cyclone, photos and video shall be submitted every alternative date till the time there is no further possibility of damage.

### Part I - Section VII: Specific Terms Conditions applicable to this part:

- i. **Uninsured Crop:** The Policy becomes void from inception if the crop in the field is different from the insured crop or the farm has mixed crop / inter crop (any other crop).

- ii. **Expenses:** Any expenses whatsoever incurred by You for removal of any damaged crops, debris, or any substance from the farm, whether such damages occurred due to covered perils or otherwise, shall not be payable and 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.
- iii. **Excess Amount:** Five Hundred Rupees per claim which You must pay from your own pocket for each, and every claim made on this policy.
- iv. **Contribution clause:** In the event of the same crop in the same farmland is being insured under more than one insurance policy and If loss arises on the said farmland and the loss is covered under both the insurance policies, we shall be liable to pay rateable proportion of the claim amount based on the coverage the insurance policies provide.
- v. **Waiting period:** There is no policy coverage for the crop losses that occur within first 7 days from the start date mentioned in the Policy Schedule.
- vi. **Change of Crop:** No change in crop shall be permitted from the crop that is declared for bank loan or at the time of proposal for insurance
- vii. **Change of sowing date:** One time Change of sowing date is permitted.
- viii. **Position of Policy after Claim:** On occurrence of loss, proportional Sum Insured to the extent of area under loss stands reduced from the total Sum Insured for the area Insured.
- ix. **72 hours clause:** Any loss of or damage to crop arising from one or more of the insured perils during the period of 72 consecutive hours starting from the inception of loss occurring event shall be deemed as a single event and therefore subject to one excess and one claim.
- x. **Mandatory Documents:** At the time of claim the mandatory crop loss/damaged photos along with lat long coordinates shall be submitted at a strict interval of 2 days from the date of event occurrence till subsidence of the loss/damage.

#### Part I - Section VIII: Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstance 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 insured property or dispose of the same. 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 / assessment hereunder, all benefits under the Policy shall be forfeited.

#### Part I - Section IX: Loss Assessment and Computation:

- a. Claim detection and loss assessment will be done through remote sensing satellite image/photos/ video submitted through Kshema Application using inhouse developed algorithm.
- b. Compensation shall be payable proportionately based on the extent of loss determined as above corresponding to the value of the Crop as determined in the indemnity table 1. Below.
- c. 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.
- d. The compensation amount shall be arrived after applying the percentage of loss determine through satellite image / pictures obtained through Kshema app on the value of the crop corresponding the duration of the crop.

In the event of claim arising at any stage proportionate sum insured will be exhausted for the affected area and the Policy shall continue for the remaining period for unaffected area with the proportionately reduced sum insured. The Loss shall be arrived at 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.

- e. Table I

Stagewise Sum Insured Table: One Time Harvesting Crops

Stages	Percentage of Time Duration of the Crop from the date of sowing	Compensation percentage (Proportionate of Sum Insured)
1.	up to 5%	10%
2.	Above 5% up to 10%	15%
3.	Above 10% up to 30%	20%
4.	Above 30% up to 40%	45%
5.	Above 40% up to 50%	60%
6.	Above 50% up to 65%	70%
7.	Above 65% up to 75%	80%
8.	Above 75% up to 85%	85%
9.	Above 85% up to 100%	100%

f. Table II

Stagewise Sum Insured Table: Multi-Picking Crops

Stages	Percentage of Time Duration of the Crop from the date of sowing	Compensation percentage (Proportionate of Sum Insured)
1.	up to 5%	10%
2.	Above 5% up to 10%	15%
3.	Above 10% up to 30%	20%
4.	Above 30% up to 40%	45%
5.	Above 40% up to 45%	60%
6.	Above 45% up to 50%	70%
7.	Above 50% up to 60%	80%
8.	Above 60% up to 75%	85%
9.	Above 75% up to 80%	100%
10	Above 80% up to 90%	80%
11	Above 90% up to 95%	50%
12	Above 95% up to 100%	20%

Note: If the crop stage at the time of loss falls within the first 7 days of policy inception, no insurance claim shall become payable.

**k. Indemnity for Plantation crops**

Loss assessment shall be based on the per plant value. Plantation crops which are annual in nature the value of the crop shall be arrived applying percentage as mentioned under table 1, while for perennial crops, the per tree value arrived by dividing the sum insured with total the number of trees in the farm, the per tree value is multiplied by the number of trees damaged to cause total loss. In this case total loss mean recoverable Loss or Damage to the tree such that there is no possibility for the tree to rejuvenate for bearing the further produce.

**Animal Attack Clause:**

Coverage of Loss or Damage caused by raiding/grazing by Wild Boar and Elephant, for a maximum of 25% of the policy sum insured.

The loss assessment procedure as stated under the above section shall be followed. The payable claim would be in proportion to the Sum Insured based on the stage of crop. Claims paid under this cover would be adjusted based on the area damaged and claims paid under other covers for the same insured field.

**Part I - Section X: Position of this policy after the claim**

In case of total loss, this section of the policy is deemed to be null and void from the date of lodging the claim and no coverage shall be available despite the availability of unexpired period.

In case of claim paid for an area affected, it is deemed that the sum insured for that area is considered exhausted, the policy shall continue for the unaffected area and the sum insured available shall be proportionately determined based on the unaffected area only.

**Part II: Personal Accident Insurance**

**Part II – Section IA: Applicability:**

The Applicable age of the insured person shall be between 18 (Eighteen) years and 70 (seventy) years. Insured person above 70 years (or less than 18 years as on date of policy inception) of age will not be covered under this cover.

**Part II - Section IB: Basis of Sum-Insured:**

To the limit of loan amount sanctioned by bank towards crop insurance for loanee farmers or to the limit of Crop Sum Insured for Non Loanee farmers.

**Part II - Section II: Definition of words**

Words stated in the table below have a special meaning for this insurance policy throughout this cover.

	Word/s	Specific meaning
3.1	Accident	A sudden, unforeseen and involuntary event caused accidentally by external, visible and violent means.
3.2	Age	Means age of the Insured person on last birthday as on date of commencement of the Policy as per document submitted during the proposal stage.
3.3	Accidental Death	Is a sudden and violent death resulting from an accident, rather than from natural causes, disease, or intentional acts like homicide or suicide
3.4	Insured Person	Means person(s) named in the schedule of the Policy
3.5	Medical Practitioner	Means 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 the license.
3.6	Policy period	Period of insurance for which this cover is issued.
3.7	Policy Schedule	Means the Policy Schedule attached to and forming part of Policy for which this cover is issued.
3.8	Sum Insured	Means the pre-defined limit specified in the Policy Schedule. Sum Insured represents the maximum liability under the Policy

**Part II - Section III: Coverage**

- a. Accidental Death: We will pay a benefit equal to 100% of Sum Insured, as specified in the Policy Schedule, against this cover on insured death due to an Injury sustained in an Accident during the Policy Period, provided such insured death occurs within 12 months from the date of the Accident when such death is directly attributable to the accident.

**Part II - Section IV: Whom this Policy is issued.**

- i. Loanee/Non Loanee farmers who are between the age of 18 to 70 years
- ii. Policy is issued to You as a loan borrower of crop loan that has been obtained from the bank whose name is mentioned under Hypothecation in the Policy Schedule.
- iii. If more than one person is loan borrower, then the coverage under this part shall be for the principal borrower only.

**Part II - Section V: The following losses will not be covered under this insurance policy**

We will not be liable to make any payments under this cover in respect of:

- i. Any claim for death directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
- ii. Any claim for death
  - a. from intentional self-injury (unless in case of self-defence or to save life), or homicide or suicide or attempted suicide.
  - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where you are not directly responsible for the injury / accident though under influence of intoxication.

- c. whilst engaging in adventure sports, aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.

Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;

- d. Arising or resulting from you committing any breach of law with criminal intent.
- iii. Any claim for death due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- iv. Any claim for death resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
  - b. Nuclear weapons material
  - c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - d. Nuclear, chemical and biological terrorism
- v. Any death arising out of the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.
- vi. We will not be liable to make any payments under this policy in respect of any expenses incurred by you in connection with or in respect of:

#### Part II - Section VI: How to apply for an insurance claim and Your responsibility:

- a. Intimation:
    - i. Intimation about an event or occurrence that may give rise to a claim under this personal accident part must be given to Kshema within 30 days of its happening.
    - ii. Claims for insurance benefits must be submitted to us not later than one (1) month after transportation of the mortal remains/ burial in the event of Accidental Death.
- Note: We will examine and relax the time limit mentioned herein above depending upon the merits of the case.
- b. Documents to be provided in case of a claim:
    - i. Duly completed claim form duly filled and signed by claimant.
    - ii. Photo Identity Proof of insured and claimant.
    - iii. Copy of FIR, Chargesheet and Final Report/Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station.
    - iv. Copy of Medico-Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital.
    - v. Any other relevant document required by us for assessment of the claim.

- vi. Death certificate.
- vii. Viscera test in case of Snake bite / poisoning
- viii. Postmortem Report (if conducted).
- ix. Identity proof of Nominee or Original Succession Certificate/Original Legal Heir.
- x. Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased policy holder.

- c. Claim Settlement
  - a. We will settle or reject a claim, as the case may be, within 30 days from the date of receipt of last requisitioned document.
  - b. In case of delay in the payment of a claim beyond the 30 days timeline, we will be liable to pay interest to you from the date of receipt of last requisitioned document to the date of payment of claim at a rate 2% per annum above the bank interest rate.
  - c. However, where the circumstances of a claim warrant an investigation in our opinion, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last requisitioned document. In such cases, we will settle or reject the claim within 45 days from the date of receipt of last requisitioned document.
  - d. In case of delay beyond stipulated 45 days, we will be liable to pay interest to you at a rate 2% per annum above the bank interest rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the Financial Year in which claim has fallen due)

#### Part II - Section VII: Specific Terms Conditions applicable to this part:

- a. All General terms and conditions that are stated in "Kshema Kisan Sathi" are applicable.
- b. Material Change:** You have to immediately notify us in writing of any change in his business or occupation or physical defect or infirmity with which he has become affected since the payment of last premium for this insurance policy.
- c. Automatic Termination of Insurance:** This policy shall automatically terminate upon your death or by completion of the policy period, whichever is earlier.
- d. Multiple policies:** In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, we will make the claim payments independent of payments received under other similar policies of Kshema General Insurance Limited.
- e. Nomination:** You are required at the inception of the policy, to make a nomination for the purpose of payment of claims under the policy in the event of your death. Any change of nomination shall be communicated to us in writing and such change shall be effective only when an endorsement under the policy is made and conveyed to policy holder. Nomination can be changed at any time during the term of the policy. In the event of death of the policyholder, we will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, the legal heirs or your legal representatives as declared through a succession certificate and whose discharge shall be treated as full and final discharge of its liability under the policy.

## Section II: General Terms & Conditions Applicable to both the parts

- i. **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) and/or connected documents.
- ii. **Condition Precedent to Admission of Liability:** The terms and conditions of the policy must be fulfilled by You for Us to make any payment for claim(s) arising under the policy.
- iii. **Reasonable Care:** You shall take all reasonable steps to safeguard the interests of the insured property against loss or damage that may give rise to a claim.
- iv. **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.
- v. **Notice of claim Intimation:** Immediate notice shall be given in writing to us within 24 hours upon the occurrence of any insured event that would result in loss or damage.
- vi. **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.
- vii. **Fraud:** If you or anyone acting on your behalf commits fraud or intentionally misrepresents or conceals a material fact at any stage—whether during proposal, while the policy is in force, or in connection with any claim—then we have the right, at our sole discretion:
  - a. To reject the insurance application if fraud or material misrepresentation is discovered prior to policy issuance.
  - b. To void the policy ab initio and forfeit all premium paid, if fraud or material misrepresentation is discovered after policy issuance but before the occurrence of any claim, and we will have no liability under this policy.
  - c. To reject any claim, forfeit all benefits, and treat all premium as fully earned, if fraud or material misrepresentation is discovered during the claim process or thereafter.

For the purposes of this clause, "fraud" includes the following acts by you or your representatives, with intent to deceive or induce the insurer to issue a policy or pay a claim:

1. Representing as true any fact known to be false;
2. Actively concealing or suppressing a material fact;
3. Any act or omission intended to mislead or deceive;
4. Any act or omission declared fraudulent by applicable law.

All remedies under this clause are in addition to those available under law"

- viii. Non-adherence to the terms and conditions of this Policy shall render the Policy voidable.
- ix. **Protection of Policyholders' Interests:** On receipt of the final survey report or the additional survey report, as the case may be, and on receipt of all required information/documents that are relevant and necessary for the claim, we shall, within a period of 30 days offer a settlement of the claim to the insured/claimant. If we, for any reasons to be recorded in writing and communicated to the insured/claimant, decides to reject a claim under the policy, it shall do so within a period of 30 days from the receipt of the final survey report and/or additional information/documents or the additional survey report, as the case may be.

In case, the amount admitted is less than the amount claimed, then we shall inform the insured/claimant in writing about the basis of settlement. In particular, where the claim is rejected, we shall give the reasons for the same in writing drawing reference to the specific terms and conditions of the policy document.

In the event the claim is not settled within 30 days as stipulated above, we shall be liable to pay interest at a rate, which is 2% per annum above the bank rate from the date of receipt of last relevant and requisitioned document from the insured/claimant by us till the date of actual payment.

- x. **Product Withdrawal:** This insurance product may be withdrawn in future with due approval of IRDAI, in which case an advance notice of at least three months shall be given to all the insured parties.

## Section III: 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.

## Section IV: Cancellation

1. You can cancel the policy at any time during the term, by informing us in writing. In case you cancel the policy, you are not required to give reasons for the cancellation.

We can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policy holder.

1. We will –
  - i. Refund proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is/are no claim(s) made during the policy period.
  - ii. Refund premium for the unexpired policy period, in respect of policy with the term more than one year and where the risk coverage period for such policy years has not commenced.
  - iii. "In case a claim is intimated on the policy, no premium shall be refunded upon cancellation under any circumstances.

## Section V: 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 prior to obtaining insurance, which is material for accepting the risk and offering the cover under this 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/Kshema App.
- 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, conditions and content.

## Section VI: Policy Disputes

It has been agreed between You and Us that any dispute concerning the interpretation of the terms, conditions, exceptions, limitations, and/or exclusions or content 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.

## Section VII: Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over any Insured Property (Crop) in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Hypothecation'.

If You choose to add the name of such Bank at any time during the Policy Period this will be shown as an Endorsement.

In this Clause, the word 'Bank' includes any financial institution.

Under this Clause, you agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insure
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. When We pay the amount to the Bank, we will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

## Section VIII: Severability & Entire Contract

### 1. 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.

### 2. 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 alter 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 of the existence of the insured property, loss to the policy holder amount of a claim and the Company's liability for it.

## Section IX: 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](mailto:customer.support@kshema.co) or post us at Regd. Office: #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016.

## Section X: In case You wish to serve Notice/ Clarification/Grievance

### 1. 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 Schedule.

Any notice or letter we serve to the principal borrower will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You borrowers will bind all of You as if made by all of You.

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](mailto: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.

### 2. 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.

### 3. Grievance Redressal Clause

If You have any query or 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, You may contact the Policy issuing office by writing to Us at Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016. or email Us at [customer.support@kshema.co](mailto:customer.support@kshema.co) or through Kshema Application or call us at 1800 572 3013 (toll-free)
2. If You are not satisfied with the resolution provided, You may escalate to our E-mail [grievance.cell@kshema.co](mailto:grievance.cell@kshema.co) or [gro@kshema.co](mailto:gro@kshema.co) or call us at 1800 570 2998 (toll-free) or can write to us at Grievance Redressal Office, Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India-500016 or at the sub section "Grievance Redressal" on our website [www.kshema.co](http://www.kshema.co).
3. If you are not satisfied with the resolution provided by us, you have the option to approach the Insurance Ombudsman for grievance redressal at <https://www.ci-oins.co.in>. Alternatively, you may also contact the Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal at <https://bimabharosa.irdai.gov.in> or via the IRDAI Grievance Call Centre (IGCC) at toll-free numbers 1800 4254 732 / 155255.

## Kshema General Insurance Limited | Policy Wordings

Details of the Ombudsman are mentioned below.

S.No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman	Jurisdiction	Telephone Number	Email
1.	AHMEDABAD	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 - 25501201/02	<a href="mailto:oio.ahmedabad@cioins.co.in">oio.ahmedabad@cioins.co.in</a>
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, Ist Phase, Bengaluru – 560 078.	Karnataka	080 - 26652048 / 26652049	<a href="mailto:oio.bengaluru@cioins.co.in">oio.bengaluru@cioins.co.in</a>
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 - 2769201 / 2769202 / 2769203	<a href="mailto:oio.bhopal@cioins.co.in">oio.bhopal@cioins.co.in</a>
4.	BHUBANESWAR	Shri. Bimbadhar Pradhan	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 2596461 /2596455/2596429/2596003	<a href="mailto:oio.bhubaneswar@cioins.co.in">oio.bhubaneswar@cioins.co.in</a>
5.	CHANDIGARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.	0172-2706468	<a href="mailto:oio.chandigarh@cioins.co.in">oio.chandigarh@cioins.co.in</a>
6.	CHENNAI	Shri. K.Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).	044 - 24333668 / 24333678	<a href="mailto:oio.chennai@cioins.co.in">oio.chennai@cioins.co.in</a>
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, Sonapat & Bahadurgarh.	011 - 46013992/23213504/23232481	<a href="mailto:oio.delhi@cioins.co.in">oio.delhi@cioins.co.in</a>
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 - 2632204 / 2602205 / 2631307	<a href="mailto:oio.guwahati@cioins.co.in">oio.guwahati@cioins.co.in</a>

S.No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman	Jurisdiction	Telephone Number	Email
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 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325	<a href="mailto:oio.hyderabad@ciains.co.in">oio.hyderabad@ciains.co.in</a>
10.	JAIPUR	Shri Satyajeeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 2740363	<a href="mailto:oio.jaipur@ciains.co.in">oio.jaipur@ciains.co.in</a>
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 – 2358759	<a href="mailto:oio.ernakulam@ciains.co.in">oio.ernakulam@ciains.co.in</a>
12.	KOLKATA	Shri Ajay Kumar	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 22124339 / 22124341	<a href="mailto:oio.kolkata@ciains.co.in">oio.kolkata@ciains.co.in</a>
13.	LUCKNOW	Shri Ajay Kumar Sharma	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, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	0522 - 4002082 / 3500613	<a href="mailto:oio.lucknow@ciains.co.in">oio.lucknow@ciains.co.in</a>
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 - 69038800/27/29/31/32/33	<a href="mailto:oio.mumbai@ciains.co.in">oio.mumbai@ciains.co.in</a>

S.No.	Location	Name of Ombudsman	Designation	Office of the Insurance Ombudsman	Jurisdiction	Telephone Number	Email
15.	NOIDA	Shri Bimbardhar Pradhan	Insurance Ombudsman	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, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	0120-2514252 / 2514253	<a href="mailto:oio.noida@cioins.co.in">oio.noida@cioins.co.in</a>
16.	PATNA	Ms Susmita Mukherjee	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612-2547068	<a href="mailto:oio.patna@cioins.co.in">oio.patna@cioins.co.in</a>
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	020-24471175	<a href="mailto:oio.pune@cioins.co.in">oio.pune@cioins.co.in</a>
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."	022-20812868/69	<a href="mailto:oio.thane@cioins.co.in">oio.thane@cioins.co.in</a>

\*Note: As the above ombudsmen contact details may change from time to time, we suggest you to refer the <https://www.cioins.co.in>, for an updated list.

**Information about Us**

Kshema General Insurance Ltd.

Address: #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad – 500 016, Telangana, India

T: +91 040 2340 9918 | E: [info@kshema.co](mailto:info@kshema.co) | [www.kshema.co](http://www.kshema.co).

Customer Service: [customer.support@kshema.co](mailto:customer.support@kshema.co).