

Bangla Shasya Bima**Policy Wordings****PREAMBLE**

WHEREAS the **Insured/Policyholder** named in the **Policy Schedule** has applied to SBI General Insurance Company Limited (hereinafter called “the **Company**” or “concerned Insurance Company” or “Insurance **Company**”) for the insurance herein contained, the **Company** agrees to indemnify the loss, if any, incurred by the **Insured Beneficiary**, basis of and subject to:

- a) Any proposal or other information supplied by **Insured** or by **Banks**/Governmental agencies, for and on behalf of the **Insured**.
- b) disclosing all facts and circumstances known to the **Insured** that are material to the assessment of the risks insured under this **Policy**,
- c) Only farmers whose data is uploaded on the dedicated State Crop Insurance Portal shall be eligible for Insurance coverage under this **Policy**, and
- d) forming the basis of this insurance **Policy**, and the **Insured** and or Banks/Governmental agencies having paid the premium on behalf of the **Insured Beneficiary** and the **Company** having received the premium and premium subsidy from State Government on or before the due date thereof to grant such insurance cover under the **Policy** to the **Insured Beneficiary** subject to the terms, conditions, provisions and **Exclusions** set out in the Schedule, this **Policy Terms and Conditions** or as contained in any **Endorsement** that may be issued.

DEFINITIONS

- 1) “**Automatic Weather Stations (AWS)**” means a device installed in the **Insurance Unit** [declared by concerned State Government] to measure and record the weather parameters like rainfall, temperature, humidity, wind speed, solar radiation etc. This device mainly has sensors and data logger to automatically record the weather parameters and transmit the data electronically in the data providers server.
- 2) **Automatic Rain Guage (ARG)** means a device installed in the **Insurance Unit** to measure the rainfall in the given time frame.
- 3) “**Bank**” means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India [RBI] to carry on banking business in India. Bank shall also include Cooperative Banks, RRBS or any **Financial Institution** disbursing/granting credit to the agriculture sector as per relevant guidelines of NABARD/RBI.
- 4) **CHF** means Crop Health Factor
- 5) “**Crop**” or “**Crops**” means the variety of seeds and/ or plants the Insured Beneficiary cultivates as mentioned in the **Policy Schedule**. Cropped has to be construed accordingly.
- 6) “**Crop Cutting Experiments**” (CCE) means **Crop** experiments which consist of identification and

marking of experimental plots of a specified size and shape in a selected field on the principle of random sampling, threshing the produce and recording of the harvested produce for determining the percentage recovery of dry grains or the marketable form of the produce.

- 7) "**Endorsement**" means any alteration made to the **Policy** which has been agreed to by the company in writing.
- 8) "**Exclusion**" means the damages/perils/properties/contingencies which are not covered under the **Policy** and the Company has no liability in the event of loss occurrence.
- 9) "**Financial Institution**" shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.
- 10) "**Harvesting**" means the process of cutting the insured **Crops** or part thereof from an insured Field for sale or use on the insured farm.
- 11) "**Implementing Agency (IA)**"- means agency appointed under the Bangla Shasya Bima Scheme as specified in the **Policy Schedule**.
- 12) "**Insured**" means the entity named in the **Policy Schedule**.
- 13) "**Insured Beneficiary**" means the Farmers who are insured under Bangla Shasya Bima Scheme covered for the Risk covered under this **Policy**.
- 14) "**Insured Area**" or "**Insurance Unit (IU)**" means the area under cultivation which is covered under the **Policy** and notified by the State Government.
- 15) "**Indemnity Level**" means the percentage of indemnity as specified in the **Policy Schedule**.
- 16) "**Notified Crop**" is the **Crop** which is selected for the insured season in the defined area by the Company or selected by the Government authority for the **Crop** insurance with the consent of the Company and which is specifically mentioned in the **Policy Schedule**. It may include.

Season	Crop Name
Kharif	Aman Paddy, Aus Paddy, Maize, Jute, any other notified crops as per tender floated by state govt or notified under effective operational guidelines
Rabi	Wheat, Gram, Lentil, Mustard and Rabi Maize, Potato, Boro Paddy, Summer Maize, Summer Moong, Summer Til, Summer Groundnut, Sugarcane, Khesari, any other notified crops as per tender floated by state govt or notified under effective operational guidelines

- 17) "**Policy**" means the **Policy** booklet, the **Policy Schedule**, any Extension, and applicable **Endorsements** under the **Policy**. The **Policy** contains details of the extent of cover available to the **Insured Beneficiary**, the **Exclusions** under the cover and the terms and conditions of the issue of the **Policy**.
- 18) "**Policyholder**" or "**Insured**" means the person(s) or the entity named in the **Policy Schedule** who is named as the **Insured/Policy Holder** in the **Policy Schedule** and is (are) responsible for payment of premium (s).
- 19) "**Policy Period**" shall mean the period commencing from the **Policy Start Date** and time and ending on **Policy End Date** and time as specifically appearing in the **Policy Schedule**.
- 20) "**Proposal**" means any signed proposal in form of letters and declarations, written statements and

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any information in addition hereto supplied by the **Policyholder** to the **Company** by or on behalf of the **Insured Beneficiary**.

- 21) "**Policy Schedule**" means the schedule, and any annexure to it, attached to and forming part of the **Policy**.
- 22) **Period of Insurance** shall mean the period specified in the Certificate of Insurance during which the **Insured Beneficiary** is covered under the Bangla Shasya Bima Scheme
- 23) "**SLCCCI**" means State Level Coordination Committee on **Crop** Insurance
- 24) "**Sum Insured**" means the amount as stated in the **Policy Schedule** which shall represent the Company's maximum liability for any and all claims incurred under the **Policy**,
- 25) "**Terrorism**" means an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organization(s) or associations(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organization(s) or association(s) are or are not banned any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or firearms or other lethal weapons or poisons or noxious gases or other chemicals or by any other substances (whether biological or otherwise) of a hazardous nature or by any other means whatsoever, with intend to cause, or likely to cause, death or, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defense of India or in connection with any other purposes of the Government of India, any State Government or an of their agencies, or detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.
- 26) **Theft** means whoever, intending to take dishonestly any movable property out of the possession of any person without that person's consent, moves that property in order to such taking, is said to commit theft.
- 27) **We, Our, Ours, Us, the Company**" means the SBI General Insurance Company Limited.

SCOPE OF COVER

The **Company** hereby agrees, subject to the terms, conditions and **Exclusions** herein contained, or otherwise expressed herein, to indemnify the **Insured Beneficiary** for **Crop** Loss to the insured **Crop** due to the occurrence of the following risks during the **Period of Insurance** and as per criteria specified under **Bangla Shasya Bima** operational guidelines/tender document or under any subsequent amendment thereon from time to time, (if applicable) during **Policy Period**.

A. Prevented sowing/ Failed sowing.

Loss caused to the **Insured Beneficiary** if the **Insured Area** is prevented from sowing/ failed sowing.
a) In cases where majority of the **Insured Beneficiary** of a notified area, having intent to sow/plant and have incurred expenditure for the purpose, are prevented from sowing/planting the insured

Crop due to adverse weather conditions, shall be eligible for indemnity claims up to a maximum of 25% of the sum- insured.

- b) This risk will be covered only for Aman Paddy during Kharif season and for Boro Paddy & Potato during Rabi season or any other notified crops as per tender floated by state govt or notified under effective operational guidelines.
- c) Cut-off date for declaration of Prevented Sowing/Failed Sowing would be as per the notification.
- d) Trigger for evaluation of Prevented Sowing/Failed Sowing for each **Insurance Unit (IU)** would be:
 - i. Weather based term sheets to identify excessive rainfall and drought like scenario.
 - ii. Intimation by Assistant Director of Agriculture of the concerned block.
- e) On trigger for evaluation, an in-depth remote sensing-based analysis for the **IU** would be done. The actual **Crop** Sown Area in the current year would be compared with the normal area sown as per past **Crop** maps available from the satellite imagery for the **IU**.
- f) Notified **IUs** will be eligible for “Prevented Sowing/ Failed Sowing” pay-out of 25% of the Sum Insured only if more than 75% of the normal **Crop** Sown Area for **Notified Crop** remained unsown due to occurrence of any of the above perils in that **IU** (unless otherwise stated under the tender floated by state govt or notified under effective operational guidelines)
- g) After payment of compensation, the insurance coverage for the season and **Crop** for that **IU** will cease, and no more compensation will be payable during the season.

B. Mid-Season Adversity:

- a) In cases where majority of the **Insured Beneficiary** of a notified area, are affected by widespread calamities such as drought, flood, cyclone, hailstorm etc. then midseason adversity claims/ on account payment up to 50% of the sum insured shall be payable to indemnify the **Insured Beneficiary**.
- b) This risk will be covered only for Aman Paddy during Kharif season and for Boro Paddy & Potato during Rabi season or any other notified crops as per tender floated by state govt or notified under effective operational guidelines.
- c) Mid-Season Adversity can be invoked after the cut-off date for prevented sowing/failed sowing up to the cut-off date as declared in the notification.
- d) Trigger for evaluation of Mid-Season Adversity for each **IU** would be as per intimation received from the concerned ADA.
- e) On trigger for evaluation, an in-depth remote sensing-based analysis for the **IU** would be done. If the area affected by mid-season adversity is greater than 75% of the normal **Crop** sown area, then mid-season adversity claims up to 50% of the sum insured would be payable and thereafter the insurance coverage for the season and **Crop** for that **IU** will cease (unless otherwise stated under the tender floated by state govt or notified under effective operational guidelines) .

C. Localized Calamities:

- a) Loss to the **Insured Beneficiary** resulting from occurrence/s of identified localized risks of hailstorm, tornado, landslide, inundation, cloud burst and natural fire due to lightening affecting isolated farms in the **notified area** and **notified crop**.
- b) This is applicable for major crops i.e. Paddy for Kharif season and Boro (Summer) Paddy and Potato for Rabi season **unless specifically revised under a tender document/ revised operational guideline**.

- c) Loss/damage will be assessed at the level of the insured Beneficiary and hence submission/preferring of loss intimation within 72 hours by the Insured/designated agencies is essential

D. Post-harvest Losses:

- a) Loss to the **Insured Beneficiary** from those **notified crops in notified area** which are required to be dried in cut and spread / small, bundled condition depending on requirement of the crops in that area, in the field after harvesting against specific perils of hailstorm, tornado, cyclone, cyclonic rains, unseasonal rains and inundations.
- b) This is applicable for major crop i.e. Paddy for Kharif season and Boro (Summer) Paddy for Rabi season **unless specifically revised under a tender document/ revised operational guideline.**
- c) Coverage is available only up to a maximum period of 2 (two) weeks from harvesting
- d) Loss/damage will be assessed at the level of the insured Beneficiary and hence submission/preferring of loss intimation within 72 hours by the Insured/designated agencies is essential

E. Crop - Sowing to Harvesting (Season End Claims)

- a) Comprehensive risk coverage will be provided to losses due to widespread non preventable risks, viz. Drought, Dry spells, Flood, Inundation, Pests and Diseases, Landslides, Natural Fire and Lightening, Storm, Hailstorm, Cyclone, Typhoon, Tempest, Hurricane and Tornado.
- b) End of season claims will be assessed on the basis of **CHF** and will be settled within 45 days of **Harvesting** or as may be provided in the Notification.

EXCLUSIONS

The Company shall not be liable to make any payment under this **Policy** in connection with or in respect of any expenses whatsoever incurred arising out of damage or loss to insured **Crop** arising from:

- 1) The burning of the **Crop** by order of any public authority.
- 2) Malicious, willful act or gross negligence of the **Insured Beneficiary** or any of his representative(s) or employee(s).
- 3) Any peril not specifically covered under the **Policy**.
- 4) Other preventable risks.
- 5) Consequential loss whether or not caused by an insured peril.
- 6) **Theft** / clandestine sale of the Insured **Crop**
- 7) Intentional destruction of the Insured **Crop**
- 8) Action of birds and animals including grazed and destroyed by Domestic and/or wild animals
- 9) Loss occurring prior to commencement of risk.
- 10) Loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 11) Ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 12) directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities

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(whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds or any consequences thereof.

- 13) Harvested **Crops** bundled and heaped at the place before threshing,
- 14) The **Bank/Government** has not provided the correct data/provided incorrect data, due to which the claim cannot be considered by the Company.

SUM INSURED

- 1) **Sum Insured** per hectare will be same and equal to the Scale of Finance as recommended by the District Level Technical Committee and notified by the State Government.
- 2) No other calculation of the Scale of Finance will be applicable. **Sum Insured** for each **Insured Beneficiary** is equal to the Scale of Finance per acre multiplied by area of the **Notified Crop** proposed by the **Insured Beneficiary** for insurance. 'Area under cultivation' shall always be expressed in 'acre.' The conversion factor from hectare to acre will be 1Ha = 2.47 acre.

INDEMNITY LEVEL:

- 1) The State Government, in consultation with the SLCCCI, shall fix the **Indemnity Levels for Notified Crops**.
- 2) The **Indemnity Levels** shall be specified in the **Policy Schedule**.

Note: Three levels of Indemnity viz. 70%, 80% and 90% corresponding to high, moderate, and low risk level of the areas shall be available for all **Crops** unless specifically revised under a tender document/ revised operational guidelines.

ASSESSMENT OF CLAIMS

Crop Health Factor (CHF) derived from the satellite data and rainfall / weather data will form the basis to arrive at the expected yield, if any, for determination of season-end claims for each **IU**. The following parameters will be considered to arrive at the **Crop Health Factor** for each **Crop** and **IU**:

- i. **Crop** Greenness as measured by NDVI (Normalized Difference Vegetation Index): Healthy vegetation (chlorophyll) reflects more Near-Infra-Red (NIR) and green light compared to other wavelengths and absorbs more red and blue light. NDVI quantifies vegetation by measuring the difference between near-infrared (which vegetation strongly reflects) and red light (which vegetation absorbs). More the NDVI, higher the greenness of the crop and higher the expected yield.
- ii. **Crop** Wetness measured by LSWI (Land Surface Water Index): LSWI indicates the total amount of liquid water in the vegetation and its soil background. The LSWI uses the Short Wave Infra-Red (SWIR) and the NIR regions of the electromagnetic spectrum. More the LSWI, the higher the water availability to the **Crop**. LSWI is also used to identify flood and inundation scenarios.
- iii. **Crop** Structure measured by Backscatter Ratio (SAR): In Synthetic Aperture Radar (SAR) imaging, microwave pulses are transmitted by an antenna towards the earth surface. The microwave energy scattered back to the satellite is measured. The SAR makes use of the radar principle to form an image by utilizing the time delay of the backscattered signals. Height and structure of the **Crop** can be estimated by SAR.
- iv. Fraction of Absorbed Photosynthetically Active Radiation(FAPAR): The Fraction of Absorbed

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Photosynthetically Active Radiation (FAPAR, sometimes also noted FAPAR or FPAR) is the fraction of the incoming solar radiation in the Photosynthetically Active Radiation special region that is absorbed by a photosynthetic organism, typically describing the right absorption across an integrated plant canopy. The biophysical variable is related to the primary productivity of photosynthesis. FAPAR can also be used as an indicator of the state and evolution of the vegetation cover. Thus, higher the FAPAR, higher is the radiation absorbed for photosynthesis and hence better is the **Crop** health. FAPAR is reported to be a proxy of **Crop** biomass.

- v. Rain fall data at block level measured by existing **AWS**/ Weather Stations/ **ARGs** for the current season will be used. For historical weather data, if sufficient **AWS**/ WS / **ARG** data is not available, satellite-based rainfall data from IMD would be used.
- vi. Qualitative **Crop** assessment based on comprehensive ground truthing exercise conducted by **IA** would also be used as an input for arriving at the **Crop Health Factor**. A ground truthing protocol with the technological inputs of NRSC-ISRO would be developed and implemented by **IA**.
- vii. **CHF** will be calculated by applying Entropy Weight Method (EWM) on the parameter mentioned above for generation of weights. EWM is a commonly used weighting method that measures value dispersion in decision making. The greater the degree of dispersion, the greater the degree of differentiation and more information can be derived. Meanwhile, higher weight should be given to the index and vice versa. The biggest advantage of the EWM is the avoidance of the interference of human factors on the weight of indicators, thus enhancing the objectivity of the comprehensive evaluation results. The following fourteen (14) parameters are to be considered for determining **CHF** by Entropy Weight Method (EWM) for every **Notified Crop** and **IU**:

Parameter	SI No.	Sub-parameter
NDVI	1	Mean of Season Maximum NDVI
	2	CV of Season Maximum NDVI
	3	Mean of Integrated NDVI
	4	CV of Integrated NDVI
LSWI	5	Mean of Season Max LSWI
	6	CV of Maximum LSWI
	7	Mean of Integrated LSWI
	8	CV of Integrated LSWI
FAPAR	9	Mean of Season Max FAPAR
	10	CV of Maximum FAPAR
	11	Mean of Integrated FAPAR
	12	CV of Integrated FAPAR
Rainfall days	13	Rainfall Days Cumulative
Rainfall Dry days	14	Rainfall Dry Days Cumulative

- viii. Threshold **CHF** for each **IU** would be calculated by multiplying the average **CHF** for previous years by a suitable indemnity factor.

ix. Claim amount would be computed using the below mentioned formula:

Claim payable = (Threshold **CHF** – Current **CHF**) / Threshold **CHF** X Sum Insured

Example calculation for a particular **IU & Crop**:

CHF and Threshold **CHF**

Suppose: **Crop Aman, Indemnity Level 80%, Sum Insured Rs.50,000/-**

Sum Insured per Hectare	Rs.50,000
Average CHF of previous years	1.23
Current CHF	0.7
Threshold CHF , considering IF 80%	= 1.23*0.8 = 0.984
Loss Cost Percentage	(0.984-0.7) / (0.984) = 28.86%
Claim payable per Hectare	Rs. 14,430.89

Payment of Claim:

The liability of payment of all claims shall be of the **Implementing Agency**. All claims should be settled by the **IA** within stipulated time limit failing which action will be taken as mentioned in para 11.4 of the **Revised Operational Guidelines for implementation of Technology Based Bangla Shasya Bima (BSB) Scheme in West Bengal 2020 & it's amendments**

Maximum liability of the Company for all claims in the aggregate under the Policy shall be as per the model and limits specified in the tender document.

Refund of Cumulative Surplus of Premium:

Any long-term cumulative surplus (calculated from scheme inception) of premium over claims in excess of 20 % for Kharif season and 40% for Rabi season (factoring in cost of capital, management expenses, reinsurance costs etc.) would be refunded by the **IA** to the Government of West Bengal. (unless otherwise stated under the tender floated by state govt or notified under effective operational guidelines)

Penalty in Case of Delay in Claim Settlement:

All admissible claims shall be mandatorily paid by the **IA** within the stipulated cut-off date failing which penal interest 12% per annum shall be imposed on admissible claims pending for disbursement beyond 30 days provided the State Government has already released the premium subsidy to the **IA**. The penal interest amount shall be credited in the technology fund for **Crop** insurance.

IMPORTANT CONDITIONS /CLAUSES APPLICABLE FOR COVERAGE OF RISKS

- 1) The Company should have received the premium for coverage either from **Bank**, channel partner, insurance intermediary or directly from the **Insured**. Any loss in transit due to negligence by these agencies or non-remittance of premium by these agencies, the concerned **Bank**/ intermediaries shall be liable for payment of claims.
- 2) In case of any substantial misreporting by nodal **Bank** /branch in case of compulsory farmers coverage,

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the concerned **Bank** only shall be liable for such misreporting.

- 3) Mere sanctioning/ disbursement of **Crop** loans and submission of proposals/ declarations and remittance of premium by farmer/ **Bank**, without explicit intent to raise the **Crop**, does not constitute acceptance of risk by the Company.

ADJUSTMENT OF PREMIUM DUE TO ACREAGE DISCREPANCY

In case excess insurance coverage has been reported vis-à-vis actual area sown, leading to over-insurance, the discrepancy should be handled at farm level to protect the interest of **Insured Beneficiary** with genuine insurance coverage. All suitable measures should be taken by concerned stakeholders for de-duplication with the help of land records, revenue records and proposal/loan application of **Insured Beneficiary**. Having access to digitized farm records on a GIS platform would be the ideal solution in such cases. However, in the absence of a GIS based solution, the problem would be addressed as follows:

Wherever the "acreage discrepancy" is likely, the acreage insured at **IU** level shall be compared with average sown area of past three years, and the difference would be treated as „excess" insurance coverage after taking into account sown area data of the Revenue authority. Sum insured should be scaled down in the proportionate ratio that the average of three years" actual sown area bears to the insured acreage for the given **Crop**. Claims shall be calculated on the basis of the scaled down sum insured.

Extra premium shall be refunded back to the State Government for the portion of sum insured scaled down and the amount may be utilized for improvement of technology/ impact assessment etc.

MONITORING AND REVIEW OF THE SCHEME

- a. The State Level Monitoring Committee (SLMC), District Level Monitoring Committee (DLMC) and Block Level Monitoring Committee (BLMC) will be responsible for monitoring and supervision of the scheme at the respective levels.
- b. The State Government will periodically review the progress of the scheme to ensure the benefits of **Crop** insurance to the **Insured Beneficiary** on sound insurance principles and provide the best value for the premium.

GRIEVANCE REDRESSAL:

- i. The DDA(Admn) of the district will be the District Nodal Officer (DNO) and the ADA of the block will be the Block Nodal Officer (BNO) for grievance redressal.
- ii. Grievances, if any, should be taken up for redressal at the Block level/ District level as the case may be, in the respective BLMC/ DLMC at the earliest possible time and latest within one month of filing. Grievances which cannot be resolved by the BLMC should be referred to the DLMC along with resolution taken by the BLMC. The DLMC shall meet as and when required for redressal of grievances raised/ referred and the decision of the DLMC in such matters shall be treated as final.
- iii. In case there is any issue/ grievance related to **Policy** matters, the DLMC may refer the same to the SLMC along with their views/ recommendations. The decision of the SLMC in such matters will be final and binding upon all concerned.

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STANDARD TERMS AND CONDITIONS:**1) Incontestability and Duty of Disclosure:**

The **Policy** shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the **Insured Beneficiary** or any one acting on his behalf to obtain any benefit under this **Policy**.

2) Reasonable Care:

The **Insured Beneficiary** shall take all reasonable steps to safeguard the interests of the **Insured Beneficiary** against loss or damage that may give rise to a claim.

3) Observance of terms and conditions:

The due observance and fulfillment of the terms, conditions and **Endorsement** of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured Beneficiary** shall be a condition precedent to any liability of the **Company** to make any payment under this **Policy**.

4) Material change:

The **Insured Beneficiary** shall immediately notify the **Company** by in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5) Notice of charge etc.:

The **Company** shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this **Policy**, but the payment by the **Company** to the **Insured Beneficiary** or his legal representative of any compensation or benefit under the **Policy** shall in all cases be an effectual discharge to the **Company**.

6) Special Provisions:

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

7) Duties of the Insured/Insured Beneficiary on occurrence of loss:

On the occurrence of any loss, within the scope of cover under the **Policy** the **Insured/ Insured Beneficiary** shall:

- a. Allow the Surveyor or any agent of the **Company** to inspect the lost/damaged property/ premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in the **Policy**.
- b. Assist and not hinder or prevent the **Company** or any of its agents in pursuance of their duties under the 'Rights of the **Company** on Happening of Loss or Damage' Clause as provided in the **Policy**.
- c. Not abandon the insured Property/item / premises, nor take any steps to rectify/remedy the damage before the same has been approved by the **Company** or any of its agents or the

Surveyor.

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

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**, the **Company** may:

- a. Enter and/or take possession of the Property and /or **Crop** Cultivated, where the loss or damage has happened.
 - b. Take possession of or require to be delivered to it any property of the **Insured** in the building or on the premises at the time of the loss or damage.
 - c. Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same; and,
 - d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the **Company** at any time until notice in writing is given by the **Insured** that he makes no claim under the **Policy**, or if any claim is made, until such claim is finally determined or withdrawn. The **Company** shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the **Insured** or diminish its rights to rely upon any of the conditions of this **Policy** in answer to any claim.
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- e. If the **Insured** or any person on his behalf shall not comply with the requirement of the **Company** or shall hinder or obstruct the **Company** in the exercise of the powers hereunder, all benefits under the **Policy** shall be forfeited at the option of the **Company**.

9) Right to inspect:

If required by the **Company**, an agent/representative of the **Company** including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the **Insured** be permitted at all reasonable times to examine into the circumstances of such loss. The **Insured/ Insured Beneficiary** shall on being required so to do by the **Company** produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the **Company** so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the **Company** under the **Policy**.

10) Position after a claim:

The **Insured** shall not be entitled to abandon any **Insured** item/property whether the **Company** has taken possession of the same or not. As from the day of receipt of the claim amount by the **Insured** as determined by the **Company** to be fit and proper, the Sum Insured for the remainder of the **Period of Insurance** shall stand reduced by the amount of the compensation.

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 the **Insured/Insured Beneficiary** or anyone acting on his/her behalf to obtain any benefit under this **Policy**, all benefits under this **Policy** shall be forfeited

12) Policy Disputes:

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

13) Dispute Resolution:

"The Insurer and Insured may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this Policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

Note:

1. Wherever this Policy is issued under retail lines of business, Arbitration clause shall not be applicable.
2. Arbitration clauses shall not be applicable in the case of Policies issued under commercial lines of business where Insured has specifically consented for no arbitration clause and no arbitration terms have been annexed to the Policy Schedule/ Policy.

14) Notices:

Any notice, direction or instruction given under this **Policy** shall be in writing and delivered by hand, post, or facsimile to in the case of the **Insured**, at the address specified in the **Policy Schedule**. In the case of the Company:

SBI General Insurance Company Limited.

9th Floor, Wing A& B, Fulcrum, Sahar Road, Andheri (East), Mumbai – 400 099

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

15) Grievance Redressal Mechanism (SBIG)**Stage 1**

If you are dissatisfied with the resolution provided above or for lack of response, you may write to head.customer care@sbigeneral.in We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint. Toll Free - [1800 22 1111](tel:1800221111) / [1800 102 1111](tel:18001021111) (Available 24/7)

Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at : gro@sbigeneral.in or contact at [022-45138021](tel:02245138021).

List of Grievance Redressal Officers at Branch:**Stage 3**

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may Register your complaint with IRDAI on the below given link <https://bimabharosa.irdai.gov.in/Home/Home>

Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for Redressal of your Grievance. The details of the Insurance Ombudsman can be accessed at (<https://www.cioins.co.in/Ombudsman>)

You may approach the nearest Insurance Ombudsman for resolution of the grievance. Please refer to the Annexure I for more information on Ombudsman's offices & contact information.