

INLAND FRESH WATER FISHERIES INSURANCE POLICY (Commercial) Policy Wordings

REGISTERED & CORP OFFICE:

Universal Sampo General Insurance Company Limited:
8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden
City, Off Western Express Highway, Goregaon East, Mumbai 400063.

Contact US:

24/7 Customer Care: Toll free Nos: 1800 - 22- 4030 or 1800-200-4030

Email: contactus@universalsampo.com

Website: www.universalsampo.com

IRDAI Registration Number:134

CIN: U66010MH2007PLC166770

In consideration of Your having paid the premium, We will indemnify You in respect of loss or damage to Your assets mentioned in the Schedule caused by one or more of events as mentioned under the item “What We cover” during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This Policy is an evidence of the contract between You and Universal Sampo General Insurance Company Limited. The information furnished by You in the Proposal Form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

DEFINITION

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Universal Sampo General Insurance Company Limited
3. **Proposal**: The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.
5. **Schedule**: The document which describes You, the cover that applies, the Period of Insurance and other details of Your Policy.
6. **Limit of Liability**: It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy Period for each type of fish stated as covered in the Schedule.
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy.
9. **Common Carp** This is a widespread freshwater fish of eutrophic waters in lakes and large rivers.
10. **Silver Carp** This is a species of freshwater cyprinid fish, a variety of Asian carp native to north and north east Asia.
11. **Summer kill** Death amongst cultivated finfish caused by a higher temperature of water in the water body than the particular species can tolerate, & /or the reduction in dissolved oxygen resulting from the increased temperature.
12. **Sum Insured**: Sum Insured is the amount set out in the Schedule against each type of fish covered in the Policy and the same would be the 100% of the market value which shall be based on the Veterinary Surgeon's recommendations.

COVERAGE

What We Cover	What We Exclude
<p>Indemnity against death of Fish of Rohu, Katla, Mrigal, Common carp, Silver carp and any other recognized breed caused by one or more of the following events:</p> <p>(a) Summer kill</p> <p>(b) Pollution</p> <p>(c) Poisoning</p> <p>(d) Riot and Strike</p> <p>(e) Malicious acts of Third Parties</p> <p>(f) Earthquake</p> <p>(g) Explosion/Implosion</p> <p>(h) Storm, Tempest, Cyclone, Typhoon, Hurricane, Tornado, Flood, Inundation, Volcanic eruption and/or other convulsions of nature</p> <p>Note: Flood, Inundation excludes normal tides</p> <p>(i) Aircraft and other aerial devices or articles dropped there from, Impact with any road vehicles and animals</p>	<p>We will not pay loss or damage attributable to:</p> <p>(a) malicious or willful destruction of Fishes in pond due to negligence, error and/or omission infidelity, improper management and /or rough handling by Insured or his family members and/or employees.</p> <p>(b) partial loss of any kind.</p> <p>(c) diseases, other Viral form of epidemics and/or Parasitical attacks not specifically covered.</p> <p>(d) losses due to natural mortality and/or under-growth/over-crowding, fluctuations of temperature, worm infestation such as monogenetic trematodes, digenetic trematodes, cestode parasites, nematode parasites, fish leaches etc.</p> <p>(e) production loss unless caused by any of the Perils covered by the Policy.</p> <p>(f) any destruction in compliance with requirements of any Statute or any order of Govt./Municipal or other Authority except where We have expressly agreed.</p> <p>(g) losses caused by Predators, Competitors and/or Weed Fish.</p> <p>(h) losses due to chemical status of soil and/or physical and/or chemical status of water and pH factor unless associated with climatic change, low water levels, asphyxia.</p> <p>(i) theft, dacoity, looting, holding or clandestine, sale or mysterious disappearance of Fishes from the pond.</p> <p>(j) cleaning of ponds or changing of water or during transit by any means or any payment or partial disablement of any nature.</p>

	<p>(k)any consequential loss arising in anyway whatsoever.</p> <p>(l)death occurring within 15 days from the inception of the policy due to disease.</p> <p>(m)losses due to sampling of the fish which is carried out for the purpose of better growth of fingerlings.</p> <p>(n)war, invasion, act of foreign enemy, hostilities (whether war be declared or not) ,civil war, rebellion, revolution,insurrection, mutiny tumult, military or usurped power or any consequences thereof or attempt thereat</p> <p>(o)any accident ,loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons.</p> <p>(p) First 20% of the assessed claim amount(for which You will be Your own Insurer.</p>
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General Conditions -

1. Notice:

Every notice and communication to Us required by or in respect of this Policy shall be in writing.

2. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by You or Your representative.

3. Chance of Hazard

Before each renewal of the insurance, You shall give written notice to Us of disease, injury, illness or physical defect with which the fishes had been born or are infected.

4. Reasonable Care

You shall all time exercise reasonable care and prudence in the selection of the employees to manage and run the farm.

5. Inspection

You shall permit Our authorized representative at all times to inspect the fishes hereby insured and Your premises and You shall also furnish any information which We may require and shall comply with all the regulations and directions from time to time made and given by Us.

6. Maintenance

Your project area should have strong and sufficient bunds at all times and shall be supervised by adequate watch and ward staff under the supervision of a qualified technical person. You should also ensure that the water level of tanks/lakes/ponds are maintained constantly at a level which is safe for Fish farming and the water movement must be regulated by suitable inlets, outlets and sluices. Regular and effective liming, manuring, feeding, deweeding, de-silting, earth excavation and earth improvement at appropriate time should be carried out and proper record to that effect should be maintained by You. Immediate steps to eradicate diseases, epidemics and parasitic infestation should be taken and dead Fishes/Fishes attacked with disease should be completely separated from the remainder of the stock immediately upon the discovery of the attack by You. Proper records for daily stock position, feed consumption, occurrence of disease and preventive measures taken, inputs and expenditure must be maintained by You.

7. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of eligible premium for the un-expired period of this Policy from the date of cancellation, You may seek to cancel this Policy by sending a written notice to Us. Retention premium for the period We were on risk will be calculated based on following short period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us.

Period (not Exceeding)	Proportion of Premium to be retained
1 week	1/8 of the annual premium
1 months	1/4 of the annual premium
2 months	3/8 of the annual premium
3 months	1/2 of the annual premium
4 months	5/8 of the annual premium
5 months	3/4 of the annual premium
8 months	7/8 of the annual premium
Exceeding 8 months	Full annual premium

The grounds for cancellation of the policy, for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

8. Claims Procedure

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings

Claim Intimation

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 or 1800-200-4030, alternatively you can notify your claim by sending mail to <contactclaims@universalsampo.com>.
- d. While notifying your claim, please share your
 - 1) policy number under which you prefer to lodge your claim,
 - 2) date of loss,
 - 3) place of loss,
 - 4) cause of loss
 - 5) estimate of your loss.
 - 6) Details of contact person with mobile no. and e- mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- f. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as " Loss was not established

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

1. Title Page
 - Name of the Fishery
 - Type of Claim (e.g., Insurance Claim, Compensation Claim)
 - Date of Submission
 - Claimant's Name and Contact Information
2. Introduction
 - Brief overview of the inland freshwater fishery.
 - Purpose of the claim.
 - Summary of the incident or reason for the claim.
3. Details of the Fishery
 - Location of the fishery (including GPS coordinates if applicable).
 - Size and boundaries of the fishery.
 - Species of fish cultivated or harvested.
 - History and operations of the fishery.
4. Incident Description
 - Detailed account of the event leading to the claim (e.g., natural disaster, pollution event, theft, etc.).
 - Date and time of the incident.
 - How the incident was discovered and reported.
5. Impact Assessment
 - Description of the damage or loss incurred.
 - Impact on fish stocks, equipment, facilities, or infrastructure.
 - Assessment of financial loss, including potential future impacts.
6. Supporting Evidence
 - Photographs, videos, or other visual evidence.
 - Witness statements, if applicable.
 - Official reports (e.g., from environmental agencies, police reports).
 - Documents related to the valuation of the fishery and losses.
7. Financial Information
 - Detailed breakdown of financial losses, including:
 - o Lost income from sales or operations.
 - o Costs of repairs or replacement.
 - o Additional expenses incurred due to the incident.
 - Previous year's financial statements, if relevant for comparison.
8. Claim Amount
 - Total amount being claimed.
 - Breakdown of how this figure was calculated.
9. Claimant's Statement
 - A signed declaration by the claimant asserting the truth and accuracy of the information provided.
10. Contact Information
 - Contact details for any follow-up questions or additional documentation.
11. Attachments

- Any supplementary documents that support the claim.
- **Escalation Matrix**

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

9. Condition for “Total Loss”

Where the loss of fishes is so extensive due to operation of any of the Insured peril(s) that the recovery/residual catch by You during a single crop period from a particular farm named in the Schedule of the Policy falls below 20% of the Sum Insured , such claims are deemed to be “Total Loss”. Such claims will be paid to the extent of 80% of (100-percentage of residual catch).

10. Cessation of the Risk

This Policy shall cease to cover any fish immediately if You sell it or part with any interest in it whatsoever, whether permanently or temporarily.

11. Contribution:

If at the time of any loss or damage happening to the subject matter hereby insured there be any other subsisting insurance or insurances, whether effected by You or by any other person on Your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

12. Fraud

If the claim be in any respect fraudulent, or if any false declaration be 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 benefits under the Policy or if loss or damage be occasioned by Your willful act or with Your connivance, all benefits under this Policy shall be forfeited.

13. Arbitration

The parties to the contract 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.

14. Geographical limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

15. Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

16. Observation

Due observation and fulfillment of the terms and conditions and endorsements 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 being entertained by Us/ to make any payment under this Policy.

17. GRIEVANCES

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

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsampo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsampo.com/resource-grievance-redressal>

➤ **Step 4.**

**Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>
Insurance Ombudsman**

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Territory, District)	Office	Union
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Daman and Diu.	Nagar	Haveli,
BENGALURU Office of the 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. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka		
BHOPAL Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Chattisgarh.		Pradesh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha		
CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor Batra Building, Sector 17 – D, Chandigarh – 160 017 Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.		
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Puducherry Town Karaikal (which are part of Puducherry).		Nadu, and

GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082/3500613 Email: bimalokpal.lucknow@cioins.co.in	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.

MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Information about Us

- **Universal Sampo General Insurance Company Limited**
- Address Web: www.universalsompo.com.
- E-mail: contactus@universalsompo.com
- **Customer Service:**
- Toll Free Numbers: 1800-200-4030/ 1800-22-4030