

PLANTATION/HORTICULTURE INSURANCE POLICY (COMMERCIAL)

REGISTERED & CORP OFFICE:

Universal Sompo 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@universalsompo.com
Website: www.universalsompo.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 as covered 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 Sompo 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 Sompo 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 bird 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. Franchise**: The amount stated in the Schedule below which no claim is payable to You in the event of a loss.
- **9.** 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.
- **10. Plantation:** A large farm or estate where crops are grown for sale in distant markets rather than for local consumption.
- **11. Horticulture :** This is the industry and science of plant cultivation including the process of preparing of soil for the planting of seeds, tubers or cuttings.
- **12. Period of Insurance :** Crop duration or 12 months whichever is shorter.



13. Sum Insured: Sum Insured is the amount set out in the Schedule against each crop covered in the Policy and the same represent the 100% of the market value

COVERAGE

What We Cover	What We Exclude
Indemnity against loss or damage caused to the insured crop by one or more of the following events:	We will not pay loss or damage attributable to: (a) any claim arising from a peril insured
(a) Fire(including forest fire ,bush fire)(b) Lightning	against under this Policy unless the assessed claim amount exceeds 10% of Sum Insured or Rs 1000/- per acre whichever is lower
(c) Riot and Strike	(b) first 20% of the assessed claim amount for which You will be Your own insurer
(d)Storm,Hailstorm,Cyclone,Typhoon,Hurricane, Tornado whilst in direct and immediate operation over the area which the crop insured herein stands	(c) theft, including theft during or after operation of an insured peril
(e)Flood and Inundation	(d)insects, pests and diseases, other than those specifically covered
(f)Impact by road/rail vehicles, aircraft and other aerial devices or articles dropped therefrom	(e)any act of negligence/omission on Your part and /or Your employees
(g)Wild animals	(f) drought conditions
(h)Earthquake	(g)human action, birds and locusts
	(h)fog and/or high humidity
	(i)non-flowering of crop
	(j)rainwater, where the rains occur independently of the immediate and direct operation of the insured peril in the area where the crop insured herein stands
	(k)improper selection of site and plant spacing
	(I)frost and cold waves
	(m) delay in the onset of monsoon
	(n)excessive heat or heat wave



- (o) pollution of any form
- (p)improper maintenance
- (q)burning of property by the order of any public authority or arising out of subterranean fire
- (r)water logging
- (s)weeds and improper/insufficient/irregular weeding
- (t) cost of structures supporting the crop, irrigation system and any agricultural equipment
- (u)crop being damaged after harvesting or whilst the crop is in storage or in transit
- (v)non-compliance with scientific agricultural practices
- (w) any kind of consequential loss
- (x) natural mortality of the plants/trees
- (y)loss or damage to plant produce
- (z)i war and allied perils, lockout, malicious damage, civil commotion, confiscation, commandeering, persons acting on behalf of or in connection with any political organization
- ii) requisition or destruction or damage by order of any Government or by public or municipal or local authority
- iii) nuclear reaction, nuclear radiation or radioactive contamination
- iv) volcanic eruption or other convulsions of nature other than those specifically covered

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. Reasonable Care

You shall take all reasonable steps to safeguard the crop from loss/damage and to maintain it in efficient condition. In the event of frost affecting the plantation, it shall be Your duty to maintain adequate temperature as per standard practice. You shall take all practicable steps to minimize and avert the loss/damage and adhere to sound agricultural practices.

4. Inspection

You shall permit Our authorized representative at all times to inspect the crops hereby insured and Your premises, and 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.

5. Maintenance

You shall maintain census records of plant/tree population,number-wise,age-wise,specie-wise and variety –wise. You shall also keep the site clean and tidy and free of weeds and other debris.

6. 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 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.

7. 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@universalsompo.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)

- Policy Documents: A copy of the insurance policy or certificate to verify coverage details.
- 2. Claim Form: Completed claim form provided by the insurer.
- 3. Proof of Loss: Documentation detailing the extent of the damage or loss. This could include photographs, videos, or a written report.
- 4. Damage Assessment Report: An assessment report from a qualified expert or adjuster.
- 5. Maintenance Records: Documentation of routine maintenance and care of the plantation.
- 6. Inventory List: A detailed list of plants, equipment, and other assets affected by the loss.
- 7. Proof of Ownership: Documents proving ownership of the plantation and its assets, such as deeds or purchase receipts.
- 8. Financial Records: Records showing financial loss, such as income statements and profit and loss statements.
- 9. Police or Incident Report: If the claim involves theft, vandalism, or other criminal activities, a copy of the police report may be required.
- 10. Repair or Replacement Estimates: Estimates for the cost of repairing or replacing damaged items.

Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

8. Application of Franchise, Excess and other deductions in the event of Claim

Franchise, Excess and other deductions shall apply separately to each incident giving rise to loss/damage under this Policy and for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days freedom from the operating insured perils and that only thereafter shall this condition apply afresh.

9. Cessation of the risk

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

10. Condition of Average



You shall insure all plants/trees comprising the crop owned by You at each location, failing which if a claim arises the same will be settled in the proportion which the insured number of plants/trees per hectare bears to the total number of plants/trees per hectare.

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 ab initio.

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 Sompo 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- <u>grievance@universalsompo.com</u>

Drop in Your concern

Grievance Cell: Universal Sompo 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 Sompo General Insurance Company Limited

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

Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link https://www.universalsompo.com/resourse-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 https://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 Office Union Territory,District)
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.i n	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
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 Pradesh Chattisgarh.
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 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 Nadu, PuducherryTown and Karaikal (which are part of Puducherry).



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, Sonbhabdra, 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 Sompo General Insurance Company Limited
- Address Web: <u>www.universalsompo.com</u>
- E-mail: contactus@universalsompo.com
- Customer Service:
- Toll Free Numbers: 1800-200-4030/ 1800-22-4030