

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058

Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
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Tel: 0091 22 4067 9000

PLANTATION/HORTICULTURE INSURANCE POLICY

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 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 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.

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

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	<p>the crop insured herein stands</p> <p>(k)improper selection of site and plant spacing</p> <p>(l)frost and cold waves</p> <p>(m) delay in the onset of monsoon</p> <p>(n)excessive heat or heat wave</p> <p>(o) pollution of any form</p> <p>(p)improper maintenance</p> <p>(q)burning of property by the order of any public authority or arising out of subterranean fire</p> <p>(r)water logging</p> <p>(s)weeds and improper/insufficient/irregular weeding</p> <p>(t) cost of structures supporting the crop, irrigation system and any agricultural equipment</p> <p>(u)crop being damaged after harvesting or whilst the crop is in storage or in transit</p> <p>(v)non-compliance with scientific agricultural practices</p> <p>(w) any kind of consequential loss</p> <p>(x) natural mortality of the plants/trees</p> <p>(y)loss or damage to plant produce</p> <p>(z)i war and allied perils, lockout, malicious damage, civil commotion,confiscation,comman-deering, 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</p>
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	iii) nuclear reaction, nuclear radiation or radioactive contamination iv) volcanic eruption or other convulsions of nature other than those specifically covered
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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. 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.

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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

7. Claims Procedure

(a) On the happening of any loss or damage, You shall forthwith give notice thereof to Us and shall within 15 days after the loss/damage or such further time as We may allow in writing in that behalf, deliver to Us.

(i) a claim in writing for the loss/damage containing particulars of the property damaged/destroyed and the amount of loss, having regard to their value at the time of loss/damage on input cost basis, not including profit of any kind,

(ii) particulars of all other insurances ,if any.

(iii) you shall at all times at Your own expense, produce, procure and give to Us all such further particulars, plans, specifications ,books ,vouchers ,invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of and the circumstances under which the loss/damage occurred, with a declaration on oath or in any other legal form of the truth of the claims and of any matter connected therewith.

No claim under this Policy shall be payable unless the terms and conditions of this condition have been complied with.

(b) We reserve the right to treat the claim as “No Claim” if no information/documents are submitted by You within a period of 3 months from the date of loss.

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.

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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

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy. It is understood, however, that You shall have the right at all times during currency of the Policy to communicate only with the leading or policy issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

14. Geographical limits:

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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. Insurance Ombudsman: We shall endeavour to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website or write to contactus@universalsompo.com