



**UNITED INDIA INSURANCE COMPANY LIMITED**  
**PLANTATION INSURANCE POLICY**

WHEREAS the Insured by proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied for Insurance hereunder contained and has paid the premium as consideration for such insurance to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "Company")

**I. SCOPE OF COVER**

Now this Policy witnesseth that subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon, if after the payment of the premium, the Floriculture Crop described in the Schedule herein or any part thereof shall be destroyed or damaged (affecting yield for current season) directly due to:

1. Fire including forest fire and bush fire.
2. Lightning.
3. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.
4. Riot and Strike.
5. Storm, Hailstorm, Cyclone, Typhoon, Tempest, Hurricane, Tornado whilst in direct and immediate operation over the area in which the insured floriculture crop described herein stands.
6. Flood & Inundation.
7. Impact by road/rail vehicles, aircraft and other aerial devices or articles dropped therefrom.
8. Wild animals.
9. Earthquake.
10. The specified pests and diseases named in the specific crop-wise clause attached, during the period of Insurance stated in the said Schedule or during and subsequent period in respect of which the Insured shall pay and Company shall accept the premium required for the renewal or extension of this Policy, the Company will pay to the Insured the cost of the inputs as defined and in the manner and to the extent described herein at the time of happening of the destruction or damage but in no case exceeding the Total Sum expressed in the said Schedule.

**II. EXCLUSIONS**

This Insurance does not cover:

1. Loss by theft including theft during or after the occurrence of any insured peril.
2. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly, of:
  - a) War, Invasion, Act of foreign enemy, Hostilities or war like operations (whether war be declared or not), Civil war, Rebellion, Revolution, Insurrection, Mutiny, Lockout, Malicious Damage, Civil Commotion, Military or Usurped Power, Marital Law, Conspiracy, Confiscation, Commandeering, persons acting maliciously on behalf of or in connection with any political organisation. Requisition or destruction or damage by order of any Government de jure or de facto or by any public or municipal or local authority.
  - b) Nuclear reaction, Nuclear radiation or radioactive contamination.
  - c) Earthquake, Volcanic eruption or other Convulsions of nature other than those specifically covered by this Insurance.
3. Loss or damage due to:
  - a) Insects, pests and diseases, other than those specifically covered by this Policy, as per crop-wise clause attached.
  - b) Excessive / Deficient use of any nutrient either in soil or by application.
  - c) Any act of negligence / omission of the Insured and/or his employees.
  - d) Drought conditions.
  - e) Wilful negligence of insured and/or his employees and/or anyone acting on their behalf.
  - f) Human action, birds and locusts.
  - g) Fog and/or high humidity.
  - h) Non bearing of fruits/Non flowering of floriculture/Horticulture/Plantation crop, not being used by the occurrence of insured peril.
  - i) Rainwater, where the rains occur independently of the immediate and direct operation of the insured peril in the area in which the crop insured herein stands.
  - j) Improper selection of site and plant spacing for establishing orchards.
  - k) Frost or cold waves.
  - l) Delay in the onset of monsoon.
  - m) Excessive heat or heat waves.
  - n) Pollution of any form.
  - o) Improper maintenance.
  - p) Burning of property by the order of a public authority or arising out of any subterranean fire.
  - q) Waterlogging.
  - r) Weeds and improper / insufficient / irregular weeding.



4. Damage to inputs like capital investment of cost of land, structures supporting the floriculture crop, whether standing or harvested, irrigation system and any agricultural equipments and implements.
5. The excess under the Policy, to be first borne by the Insured of each and every claim.
6. Any kind of consequential loss.
7. Natural mortality of plants.
8. This Insurance also does not cover loss or damage to the fertilizers, manures, pesticides and insecticides stored in the Insured's agricultural field.
9. This Insurance will not cover any loss or damage to crop after harvesting is done or whilst the crop is in storage or in transit.
10. The Company will not be liable for any loss or damage occasioned directly or indirectly due to non-compliance with the package of practices and/or agricultural practices, recommended by the agricultural university, horticulture / plantation / floriculture research stations in the area if available.
11. This Policy does not cover loss or damage to the (plants / flowers) produce.

### **III. CONDITIONS**

1. It is agreed that the franchise, excess and deductions shall apply separately to each incident giving rise to loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the perils concerned and that only thereafter shall the clause apply afresh.
2. This Policy shall be voidable in the event of misrepresentation, misdescription, non-disclosure of any material particular.
3. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf, deliver to the Company.
  - a) a claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage on input cost basis, not including profit of any kind; and
  - b) particular of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification 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 or damage occurred, and any matter touching the liability or the amount of liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claims and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.
- ii) The Company reserves the right to treat the claim as no claim if no information / documents are submitted by the Insured within a period of 6 months from the date of loss.
4. The Insured shall take all reasonable steps to safeguard his crop from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the crop or any part thereof. In the event of frost affecting the field it will be the duty of the Insured to maintain adequate the temperature of the field by lighting fire at appropriate places as per the standard practice and to avert or minimise the loss. It is the duty of the Insured to take necessary precautions for plant protection and follow the recommended cultural and / or package of practices.
5. This Policy and the Schedule 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 the Schedule shall bear the same meaning wherever it may appear.
6. The due observance and fulfilment of the terms conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal form shall be conditions precedent to any liability of the Company to make any payment under the Policy.
7. If at the time any claim arises under this Policy, there is any other existing insurance covering the same property against same loss or damage, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage, compensation costs or expenses.
8. **Condition of Average:**

The Insured is expected to insure all the plants/trees owned by him in any one location, failing which, if any claim arises, the same will be settled in the proportion which the insured number of plants/trees acreage bears to the total number of plants acreage.
9. The Insured shall maintain census records of plan/crop population / number of plants / crop greenhouse-wise, age-wise, specie-wise and variety-wise. The Company shall have free access to examine these records at all times.
10. The Insured shall always keep the site clean and tidy, and free of weeds and other debris.



11. 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 the Insured or any one acting on his behalf to obtain any benefit under this Policy or if the loss or damage be occasioned by the wilful act or with connivance of the Insured, all benefits under this Policy shall be forfeited.
12. **CANCELLATION:**
- The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
  - The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.
13. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and if such claim shall not, within 12 Calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. This Insurance shall cease to attach if the interest in the subject matter of insurance passes from the Insured to anyone otherwise than by "WILL" or by operation of law.
15. **ONUS OF PROOF:** In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of the perils covered.

#### **IV. SETTLEMENT OF CLAIMS**

The Insurance herein is by way of Indemnity against pecuniary loss suffered by the Insured in respect of the cost of Inputs on account of the loss of or damage to the Floricultural Crop by the perils specified in the Policy. It shall not apply to the loss of yield of Horticulture / Plantation Floricultural Crop resulting from the insured perils.

The expression "Cost of Inputs" shall mean the recurring expenses incurred to raise the crop under the following items (wherever applicable) and no other item unless specifically agreed:

- Preparation of land-ploughing, tilling, digging & filling of pits.
- Cost of plant material / seedlings
- Cost of planting & staking.
- Cost of irrigation.
- Cost of manures & fertilizers
- Cost of plant protection material-pesticides, insecticides.
- Interculture operations – weeding, thinning, mulching, and maintenance of soil structure.
- Any other special operations (wherever applicable) – pruning, training, spraying of micronutrients, growth regulators.
- Harvesting.

#### **10. Labour charges.**

- The total cost of inputs covered by this Policy shall be deemed to be ₹ \_\_\_\_\_ per plant which shall be deemed to have been incurred at a percentage as shown in the Scale of Costs of Inputs given in the specific crop-wise clause attached herewith corresponding against the stage of cultivation as shown in the same OR the input costs actually incurred till the date of loss, whichever is lesser.
- The amount of claim payable under this Policy shall be such sum as is arrived at after applying the percentage of the loss of yield to the amount of the cost of inputs at which the insured peril causing the / loss of yield operates, subject to the franchise, excess and deductions stated below.

#### **V. FRANCHISE**

No claim shall be payable under the Policy if the amount of the claim assessed does not exceed the Sum Insured on 100 plants of each species of insured floriculture crop of same group.

#### **VI. EXCESS**

The Insured shall bear first 20 percent of the amount of each and every loss as determined above, that is, only 80 % of such loss is payable, subject to other terms and conditions of the Policy.



**VII. DEDUCTIONS**

Losses due to any or all of the excluded perils and / or improper maintenance will be quantified and the said sum will be deducted from the loss assessed to arrive at the net loss payable.

Should more than one claim arise during the Policy period, the total of all such claims paid or payable at any point of time shall not exceed the total Sum Insured therein