MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING entered into at Pune on 16th day of June, 2018 between The Commissioner Agriculture, Maharashtra State, Pune having its place of office at Central Building, Pune 411001, hereinafter called the "INSURED" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

AND

M/s ICICI Lombard General Insurance Company Limited a company registered under the Companies Act 1956 and licensed as a General Insurance Company under the Insurance Regulatory Development Authority and having its registered office at ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi Mumbai hereinafter called the "ICICI Lombard" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.
WHEREAS -

1. The insured has expressed its desire to insure the notified crops in notified areas in the State of Maharashtra by implementation of Pradhanmantri Fasal Bima Yojana.

2. The Insured farmers covered the notified crop in notified area for the season Kharif 2018, and the policy of which will expire after settlement & disbursement of claims for the season Kharif 2018.


4. ICICI Lombard, is selected as the Insurance company for the work for Cluster no.3 and cluster 8 of the State of Maharashtra from amongst the applications received for the purpose.


NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The insurance Company selected as implementing agency for the Cluster no. Three(3)----Covering Five (5) districts and Cluster no. Eight (8) covering Four(4) districts has to implement Pradhanmantri Fasal Bima Yojana in kharif 2018 as per the following conditions.

1. Terms & conditions as well as role and responsibilities of insurance company mentioned by Government of India in the operational guidelines of Pradhanmantri Fasal Bima Yojana


3. For settling claims for mid-season adversity, prevented sowing, local perils and other needs of proxy indicators for Pradhan Mantri Fasal Bima Yojana (PMFBY), certified weather data from MAHAVEDH Project network will only be recognized as authentic data.

It is mandatory on part of Insurance Companies implementing PMFBY for all the notified areas in an insurance cluster, to procure weather data for all the AWS situated in the said notified areas in an insurance cluster from the state Government of Maharashtra approved and authorised weather data provider M/S. Skymet Weather Services Pvt. Limited having its corporate office at Plot 10 & 11, GYS Heights, Sector 125, Noida, UP-201301.
The maximum upper limit to sell real time weather data generated under Mahavedh project to Insurance Companies implementing Government Scheme is fixed at the rate of Rs. 3250/- (Rupees Three Thousand Two Hundred Fifty only) per AWS per month plus statutory taxes and government levies for selling the data for a minimum period of six months, and period of six month will be applicable for each season i.e. Kharif and Rabi. However, M/S. Skymet Weather Services Pvt. Limited will have liberty to sell the data to insurance companies implementing PMFBY at a rate of his choice if data indent for the period less than six months.

Insurance Companies need to procure the weather data for the allotted clusters from start of the risk period. In case even after getting weather data from M/S. Skymet Weather Services Pvt Limited, Insurance Company deferred payment for the weather cost before release of state premium subsidy, State Government will directly pay the cost to M/s. Skymet Weather Services Ltd. The weather cost paid directly will be adjusted against the due premium subsidy to the insurance company.

4. Considering available resources and manpower at gram panchayat and local level to conduct crop cutting experiments, District Collectors may plan and organize more number of CCEs than the prescribed standard minimum numbers. Additional CCEs will be evenly distributed at Gram Panchayat level in an insurance unit. In this scenario, average productivity of the notified crop for the Insurance Unit will be estimated by averaging all the CCEs experiment's productivity. 5. In addition to Sub divisional level, district level and Divisional Commissioner level Grievance Redressal committee, a Committee under the Chairmanship of Hon. Guardian Minister for the concern District will be constituted for review of PMFBY implementation. Insurance Companies state/district, block level executives will have to participate in the proceedings of the meetings. 6. To ensure efficient implementation and better service delivery, to process, approve, calculates and settlement of claims by Insurance Company after receiving insurance proposals from respective DCCBs/Nodal banks, sharing yield data, premium subsidy, crop acreage by state within 3 week's time. In case of delayed claim settlements Insurance Company will be liable to pay 6% per annum simple interest penalty on claim amount to farmers.

7. To ensure supervision, scrutiny of crop sown area and insured area, Insurance Company will share insured farmers and crop details to revenue authorities immediately after the receipt of crop insurance declarations from banks.

8. Insurance Companies will also employ modern IT technologies Remote Sensing, Satellite Imagery, Drones, for area estimates in case of area discrepancy. Insurance Companies will also use modern technologies like RST/ Satellite imagery, drones for loss assessments during localized calamities and other losses.

9. Insurance company have an agreement with CSC e-Governance services India Ltd. to enroll non loanee farmers for PMFBY through CSC’s and will take care training of CSC VLE’s.

On behalf of insured farmers Department of Agriculture on its part to perform the following functions:

1. To release the premium subsidy to insurance companies through Agriculture Insurance Company of India Ltd.

2. To undertake the requisite number of CCE's in the notified area following single series and provide the yield data to the insurance company within the prescribed cut-off date.

IN WITNESS WHEREOF the parties here to have put their hands the 25th day of June, 2018 first herein above written.

Signed by the within named.
Insured Mr. Vijay Kumar Shrivastav
Director of Agriculture (Extension and Training),
on behalf of Commissioner of Agriculture, Maharashtra State.
In the presence of Mr. Uday Deshmukh
Signed by the within named.
Mr. Raj Kishore Pathak

Company Name: ICICI Lombard General Insurance Company Limited
In the presence of Mr. Vijay Shrivastav
M/s ICICI Lombard General Insurance Company Limited