



**IFFCO-TOKIO General Insurance Co. Ltd .**

Regd. Office: IFFCO Sadan, C-1, Distt. Center, Saket, New Delhi-110017

IFFCO-TOKIO /RWBCIS/2017

**IFFCO-TOKIO Restructured Weather Based Crop Insurance Scheme (RWBCIS) (MI)**

UIN: ITG-OM-P18-40-V01-17-18

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This Policy is evidence of the contract between You and Us. The Proposal along with any written statement of Yours with any written statement (s) declaration (s) of yours for purpose of this Policy forms part of this contract. The Schedule shall form part of this Policy and the term "Policy" whenever used shall be read as including the Schedule.

This Policy witnesses that in consideration of Your having paid the premium, We will insure Your interest as specified in the Schedule and accordingly We will indemnify You in respect of events occurring during the Policy Period in the manner and to the extent set forth in the Policy, 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.

Any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such meaning wherever it may appear.

Your Policy is based on information which You have given Us and the truth of these information shall be a condition precedent to Your right to recover under this Policy.

**General Definitions**

**1. Proposal:**

It means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to The insurance company by You or on Your behalf and forms the basis of the Policy.

**2. Policy :**

It means the Policy wording, the Schedule and any applicable Endorsement or memoranda. Your Policy contains the details of the extent of cover available to You, what is excluded from the cover and the conditions, warranties and provisions on which the Policy is issued.

**3. Schedule:**

It means the latest Schedule issued by The insurance company as part of Your Policy. It provides details of the level of cover You have.

**4. Endorsement**

It means any alteration made to the Policy which has been agreed to by the insurance company in writing.

**5. We/Our/Us/Company/Insurance Company:**

It means **IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**

**6. You/Your:**

It means the entity or person(s) named as Insured in the Schedule.

**7. Insured Person:**

It means the persons who are incorporated in the Schedule for the purpose of insurance coverage.

**8. Exclusion:**

It means the damages/perils/properties/contingencies which are not covered under the Policy and for which We have no liability in the event of loss occurrence.

**9. Policy Period:**

It means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.

**10. Unit**

Unit for Agriculture purpose shall mean standard measureable unit of land area [declared by concerned State Government] and for Non-Agricultural purpose shall mean a specific place or location where a business activity or an event is being carried out and for which insurance is being sought.

**11. Automatic Weather Stations (AWS) /Automatic Rain Gauges (ARG)**

It means a device installed in the insurance unit selected by Us to measure and record the weather parameters like rainfall, temperature, humidity, wind speed, solar radiation etc. This device mainly have sensors and data logger to automatically record the weather parameters and transmit the data electronically in the data providers server.

**12. Weather Index**

It means the weather parameter as defined in the Schedule which forms the basis of operation of the Policy.

**13. Reference Weather Station:**

It means the primary weather station as specified in the Schedule, the weather data of which will be utilised to compute the Weather Index during the Policy Period.

**14. Alternate Weather Station/ Backup weather station**

It means the secondary Weather Station as defined in the Schedule, the weather data of which shall act as a substitute for the Missing Data, if any, of the primary Reference Weather Station.

**15. Missing Data**

It shall mean the specified weather data for any particular date/period or sub-period which has officially been reported by Authorized weather data provider/s as not having been recorded or having been recorded but is not available.

**16. Actual Weather Data:**

It shall mean the reference weather data for the Policy Period as obtained from recognised sources.

**17. Sub-period:**

It shall mean the smaller periods within the Policy Period as specified in the Schedule.

**18. Claim Trigger:**

It shall mean the threshold value of the Weather Index, as defined in the Schedule, beyond which a claim will first become payable under the Policy as per the Claim Payout Table specified in the Schedule.

**SCOPE OF COVER**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate the Insured within the specific geographical location and time period subject to a maximum of the sum insured as stated in the schedule for financial losses on account of anticipated crop loss resulting from adverse weather perils viz. (i) Rainfall (deficit rainfall, excess rainfall, unseasonal rainfall, rainy days, dry spells, dry days), (ii) Temperature [High temperature (heat) or Low temperature], (iii) Wind Speed, (iv) Relative humidity (v) Sunshine hours or combination of these weather perils in (i) to (v).

Hailstorm and/or Cloud-burst can also be covered as add-on covers.

The perils listed above are indicative and not exhaustive.

For Government sponsored weather insurance schemes the perils to be covered would be as per the Government notification and any addition/deletion of perils can be considered.

### **GENERAL EXCLUSIONS**

We will not pay for

#### **1. War Risk**

Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion, loot or pillage in connection therewith.

#### **2. Nuclear Risk**

The Company shall not be liable to make any payment under this Policy to the Insured in connection with or in respect of any expenses whatsoever incurred by any Insured arising out of deviation in Weather Index resulting from: a. Ionizing radiations or contaminations by radioactivity from any nuclear waste from the combustion of nuclear fuel; or b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **3. Consequential Loss**

Consequential loss of any kind or description.

#### **4. Expenses Incurred**

Any expenses whatsoever incurred by an Insured Person in connection with or in respect of any loss, howsoever caused, even if such loss results in diminished agricultural output/yield.

#### **5. Uncultivated land**

In case of cover granted for agricultural activities, insurance is not valid, if the land is not cultivated during the policy period.

### **GENERAL WARRANTIES**

It is warranted that:

1. Our liability in respect of the coverage under this Policy shall not exceed the Sum Insured set against each Insured Person in the Schedule.
2. During the Policy Period, the Insured Person(s) should possess all legal ownership rights with regard to the agricultural land and crop cultivated as specified in the Schedule to the Policy. You shall provide to Us such title deeds and other documents as may be required by Us for verification of the Insured Person's ownership of the agricultural land. The due observance and

fulfilment of the above shall be a condition precedent for settlement of any claim under this Policy.

## **CLAIMS PROCEDURE AND REQUIREMENTS**

### **Claim Control**

We are entitled to

1. Enter and examine any insured area where claim event has occurred
2. Receive all necessary information, proof of landholding, crop sowing etc and necessary assistance from You and/or any other Insured Person seeking benefit under this Policy.

The powers conferred by this Condition shall be exercisable by Us at any time until notice in writing is given by You that You or any Insured Person is making no claim under the Policy; or if any claim has been made, until such claim is finally determined or withdrawn. We shall not by any act done in the exercise or purported exercise of the aforesaid powers, incur any liability to You or any Insured Person or diminish Our rights to rely upon any of the provisions of this Policy in answer to any claim.

If You or any Insured person shall not comply with Our requirement or shall hinder or obstruct Us in the exercise of the aforesaid powers, all benefits under the Policy shall be forfeited at Our option.

### **Duties of Insured/ Insured Person**

Upon happening of the event giving rise to a claim under the Policy, You/Insured Person shall deliver to Us a detailed statement in writing as per the Claim Form and any other material particular relevant to the making of the claim.

This submission should be irrespective of the date on which the event shall have come to Your/Insured Person's knowledge, but should not be later than 90 days from the expiry date of the Policy.

### **Claim Assessment**

Insofar as it relates to loss or damage to the interest insured in regard to which You or the Insured Person shall make a claim under this Policy, the basis upon which We shall assess the loss shall be as follows:

This insurance shall respond in the event that in the Geographical Location and during the Policy Period specified in Schedule to this Policy, there is a deviation in the Weather Index to an extent that there is an operation of the Claim Trigger. The benefit payable to You shall be as per the payout defined in the Claim Payout Table specified in the Schedule, subject to a maximum of the Sum Insured specified in the Schedule hereto.

## **GENERAL CONDITIONS**

### **1. Notice**

You will give every notice and communication in writing to Our office through which this insurance is effected.

### **2. Misdescription**

This Policy shall be void and all premium paid by You to Us shall be forfeited in the event of misrepresentation, misdescription, concealment or non-disclosure of any material information.

### **3. Changes in Circumstances**

You must inform Us, as soon as reasonably possible, of any change in information You have provided to Us about Yourself, Your landholding etc. In case of such alteration or changes made and not accepted by Us in writing, all covers under this Policy shall cease.

**4. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.

**5. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted by the Insured at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

**6. Fraud**

If a claim is fraudulent on account of fraudulent means or actions used by You, all benefits and rights under the Policy shall be forfeited ab-initio.

**7. Contribution**

If, when any claim arises, there is any other insurance covering the same interest, We will pay only the rateable proportion of any claim.

**8. Policy Renewal:**

The Company shall not be bound to accept any renewal premium nor give notice that the renewal is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given.

**9. Cancellation**

We may cancel this Policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured by sending 15 days notice under recorded delivery to the insured at the insured's last known address. You will then be entitled to a pro rata refund of premium for the unexpired period of this Policy from the date of cancellation, which We are liable to repay on demand.

You may cancel this Policy by sending written Notice to Us. We will then allow a refund after retaining the premium based on the following Short Period scale.

Cancellation Period	Refund
Within One Week of inception of cover	25% of premium
Beyond One Week of inception of cover	Nil

**10. 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 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 the Company has disputed or not accepted liability under or in respect of this Policy.

It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

However, under Government sponsored schemes, disputed claims / sub-standard claims, if any, will be referred through SLCCCI to Government Of India (GOI) for consideration by Us; and decision of GOI in case of any interpretation of provisions of scheme or disputes will be binding on State Govt. / Insurance Company / Banks and the farmers.

**11. Disclaimer Clause**

If We shall disclaim Our liability in any claim and such claim shall not have been made the subject matter of 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.

**12. Substitution of Missing Data**

In the event that the weather data provider reports Missing Data in respect of the reference Weather data for particular day(s) in a Sub-period for the Primary Weather Station, then the Missing Data for such day(s) will be substituted by the reference Weather data of the Alternate Weather Station for the same calendar day(s).

**13. Protection of Policy Holder's Interest**

In the event of a claim, if the same is found admissible under the Policy, we shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required).

**14. Customer Service:**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified or designated customer care numbers of the company during normal business hours.

**15. Grievance Redressal:**

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours. You may register a grievance or complaint by visiting our website [www.iffcotokio.co.in](http://www.iffcotokio.co.in). You may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

Grievance Department details are as mentioned below:

E-Mail ID: [chiefgrievanceofficer@iffcotokio.co.in](mailto:chiefgrievanceofficer@iffcotokio.co.in)  
Contact Number: 0124-2850100  
Address: IFFCO-Tokio General Insurance Company Limited.  
IFFCO TOWER – II  
Plot No.3, Sector-29, Gurgaon  
Haryana-122001

If the situation so arises that, no reply is received from the Company within one month or the insured is not satisfied with the reply of the company, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman relevant to their states for the redressal of his/her grievance.

**16. Insurance Ombudsman:**

If you are not satisfied with any issue pertaining to the insurance, you can approach the insurance ombudsman in the respective area for resolving the issue. The contact details of the ombudsman offices are mentioned below:

Jurisdiction	Office Address
<b>Delhi, Rajasthan</b>	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
<b>West Bengal, Bihar</b>	29, N.S. Road, Third Floor, Kolkata Ph:222 12669 Fax: 222 12668
<b>Maharashtra</b>	Jeevan Seva Annex, 3 <sup>rd</sup> floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
<b>Tamil Nadu, Pondicherry</b>	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
<b>Andhra Pradesh</b>	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
<b>Gujarat</b>	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
<b>Kerala, Karnataka</b>	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
<b>North-Eastern States</b>	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
<b>Uttar Pradesh</b>	Chintal House, First Floor, 16 Station Road, Lucknow 226001
<b>Madhya Pradesh</b>	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
<b>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh</b>	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
<b>Odisha</b>	62, Forest Park, Bhubaneswar 751009

**Address and Contact details of Insurance Regulatory and Development Authority of India (IRDAI) Offices:**

<b>Head Office :</b>	Insurance Regulatory and Development Authority of India 3rd Floor, Parisrama Bhavan, Basheer Bagh HYDERABAD 500 004 Telangana State (INDIA ) Ph: (040) 23381100, Fax: (040) 6682 3334
<b>Delhi Office:</b>	Insurance Regulatory and Development Authority of India Delhi Office – Gate No. 3 Jeevan Tara Building, First Floor Sansad Marg, New Delhi-110001 Ph: (011) - 2344 4400 ,Fax: (011) - 2374 7650
<b>Mumbai Office:</b>	Insurance Regulatory and Development Authority of India Mumbai Regional Office Royal Insurance Building 12, J. Tata Road, Ground Floor Mumbai 400 020. Near Churchgate) Phone No.: 022- 22898600