



IFFCO-TOKIO GENERAL INSURANCE CO. LTD.

Regd. Office: 'IFFCO Sadan' C1 Distt. Centre, Saket, New Delhi 110017

WEATHER INSURANCE POLICY**Barish Bima Yojna**

UIN: IRDAN106P0001V01200607

Preamble

This Policy is evidence of the contract between You and Us. The Proposal along with any written statement of Yours for purpose of this Policy forms part of this contract.

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.

The Schedule shall form part of this Policy and the term Policy whenever used shall be read as including the Schedule.

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.

Scope of Cover

We hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate You, in the manner specified in the Schedule, against any significant deviation in the specified Weather Index as stated therein, within the specified geographical location and specified time period, subject to a maximum of the Sum Insured stated in the Schedule of 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 Us by You or on Your behalf.

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.

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3. **Schedule:**
It means the latest Schedule issued by Us 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 Us in writing.
5. **Sum Insured:**
It means the monetary amount of coverage mentioned in the Schedule of the Policy.
6. **We/Our/Us:**
It means **THE IFFCO-TOKIO GENERAL INSURANCE COMPANY LTD.**
7. **You/Your:**
It means the entity or person(s) named as Insured in the Schedule.
8. **Insured Person:**
It means the persons who are incorporated in the Schedule for the purpose of insurance coverage.
9. **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.
10. **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.
11. **IMD**
It means the Indian Meteorological Department, Government of India including its network of Regional Meteorological Centres, Meteorological Centres and Observatories and other such Weather Stations (conforming to IMD norms) which collaborate with IMD in observing, recording and storing weather data.
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 (as per IMD records) of which will be utilised to compute the Weather Index during the Policy Period.

14. Alternate Weather Station:

It means the Secondary Weather Station which we may deem fit and accept as a substitute Weather Station in the event of non-availability of required data from the primary Reference Weather Station.

15. Missing Data

It shall mean the specified weather data for any particular period or sub-period which has officially been reported by IMD 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 IMD or any other recognised source.

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.

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. 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.

5. 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.

6. **Cancellation**

We may cancel this Policy by sending 15 days notice in writing by Regd. A.D. to You at Your 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

7. **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.

8. **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 .

9. **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).

10. **Substitution of Missing Data**

In the event that the IMD 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).

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

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**
Any loss to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.
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.

CLAIM 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.