



HDFC ERGO WEATHER INSURANCE POLICY

PREAMBLE

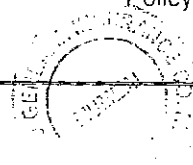
HDFC ERGO General Insurance Company Limited ("the Company"), having received a proposal and the premium from the Proposer named in the Part I of the Schedule referred to herein below, and the said Proposal and Declaration together with any written statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more of the benefits become payable under this Policy, the Sum Insured/ appropriate benefit shall be paid by the Company.

PART I OF THE SCHEDULE

POLICY SCHEDULE

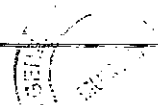
Policy No. Issued at Stamp duty

1. DETAILS OF INSURED		
a)	Name of the Insured:	
b)	Mailing Address of the Insured:	
2.	Bank/Financial Institution :	
3. Other Details: (Please refer to the Annexure in case of group policy)		
a)	Address and Description of land under crop cultivation:	
b)	Crop Cultivated (or to be Cultivated)	





c)	Property to be covered:		
d)	Insured's Trade or Business:		
e)	Period of Insurance:	Annual <input type="checkbox"/>	Seasonal <input type="checkbox"/>
4.	Policy Period:	From :	To:
5.	Sum Insured (in Rs)		
6. Premium:			
a)	Basic Premium	(Rs)	
b)	Extension Premium	(Rs)	
c)	Total Premium (a+b)	(Rs)	
d)	Add: Service Tax (as applicable)	(Rs)	
e)	Total Amount(c+d)	(Rs)	
7. Coverage Details:			
a)	Weather Parameter(s):		
b)	Mathematical Construct of Weather Index:		
c)	Reference Weather Station(s):		
d)	Strike Index:		
e)	Exit Index:		
f)	Notional Payment:		





PART II OF THE SCHEDULE

1. DEFINITIONS:

1. **"Company"** means the HDFC ERGO General Insurance Company Limited.
2. **"Insured/Policyholder"** means the person or entity whose name specifically appears as such in Part I of the Schedule attached to this Policy.
3. **"Bank"** means the first named Financial Institution/ Bank named in the policy
4. **"Beneficiary"** means any person(s) whose crop/property is (are) insured under agricultural or non- agricultural economic activity.
5. **"Period of Insurance"** means the Operative Time, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
6. **"Policy"** means the printed Policy booklet, the Schedules attached thereto and any applicable endorsement, warranty or special condition.
7. **"Policy Period"** means the period between the Commencement Date and the Expiry Date specified in the Schedule.
8. **"Sum Insured"** means and denotes the amount of cover available as stated in Part I of the Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
9. **"Observed Weather Index"** shall mean the observed value of the Weather Index against the weather parameters covered in the Policy, which observed value will be used for determining the Strike Index or the Exit Index, during the Policy Period.
10. **"Exit Index"** shall mean the Observed Weather Index level at which the Insured becomes eligible for payment of the full Sum Insured as mentioned in the Schedule attached to this Policy.
11. **"Strike Index"** shall mean the Observed Weather Index level at which the Insured becomes eligible for claim compensation payment upto but not equal to the Sum Insured mentioned in the Schedule attached to this Policy.
12. **"Notional Payment"** shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index (To be specified for each Policy under section "Coverage Details" in Schedule I).
13. **"Reference Weather Station"** shall mean the particular weather station engaged in the study, monitoring or evaluation and analysis of weather or atmospheric observations as stated in Schedule I, the data from which will be used for the purpose of determining the Observed Weather Index, Exit Index and the Strike Index for payment of compensation and claim settlement under this Policy.



14. **"Unit"** shall mean an individual, group, structure, or other entity regarded as an elementary structural or functional constituent of a whole.
15. **"Weather Index"** shall mean the mathematical construct on the basis of which Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters (this will be specified for each individual Policy under section "Coverage Details" in Schedule I):
- Rainfall
 - Temperature
 - Humidity
 - Fog
 - Wind Velocity
 - Hailstorm
 - Sunshine
 - Snow

2. SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions, warranties, special conditions and exclusions herein contained, or otherwise expressed hereon, to compensate the Insured for the cost of input, yield and/or increased operational costs of agricultural or non-agricultural economic activity, as stated in the Policy, resulting from any material deviation of Observed Weather Index from the Strike Index or Exit Index, as the case may be, if such material deviation is as stated in the coverage and occurs within a specific geographical location and specified time period, subject to the maximum Sum Insured in the manner specified in Part I of the Schedule to this Policy.

3. EXCLUSIONS

- 3.1.1 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 the Insured directly or indirectly arising out of or due to or attributable to or in consequence of any material deviation in Weather Index directly or indirectly resulting from, or attributable to or due to or as a consequence of:
- (i) Ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 3.2 The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of any event leading to diminished agricultural or non-agricultural output/yield, or increased operational costs, howsoever caused, other than on account of a material deviation in weather parameters as stated in Part I of the Schedule within a specific geographical location which occurs within specified time period as per weather data provided by the authorized reference weather station mentioned in the Schedule attached to the Policy.





- 3.3 Acts of Terrorism Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of Terrorism.
- 3.4 War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
- 3.5 Any manmade activities such as but not limited to riot, strike, malicious acts, pollution contamination, outside of and other than natural weather conditions which results in a material deviation in the Observed Weather Index as mentioned in the Schedule I attached to the policy

4. BASIS OF ASSESSMENT OF CLAIMS:

- 4.1 The basis upon which the Company shall determine the eligibility for compensation and quantum of compensation payout shall be as follows:-

In the event that, in the concerned geographical location and during the time period as specified in Part I of the Schedule attached to this Policy, the Observed Weather Index is greater or lower than the Strike Index or the Exit Index as the case may be, the benefit payable to the Insured shall be as per the Compensation Payment Formula as specified in Part I of the Schedule attached to this Policy, subject to the maximum of the Sum Insured mentioned therein.

- 4.2 The Company shall not be liable to compensate the Insured or pay any amount, in the event that the Observed Weather Index is lower than the Strike Index or Exit Index, as the case may be, in case of coverage for excess weather parameter cover or In the event that the Observed Weather Index is greater than the Strike Index or Exit Index, as the case may be, in case of coverage for deficient weather parameter cover during the Policy period.



- 4.3 The claims for compensation shall be settled based upon the weather data provided by the authorized reference weather station as mentioned in the Schedule attached to the policy.

5. CLAIMS PROCEDURE:

Upon the happening of any event giving rise to a claim under this Policy:

- 5.1 The weather data is to be provided by the authorized reference weather station and compensation is payable only as per the compensation payment formula mentioned in the Schedule attached to this Policy, the compensation amounts shall be calculated by the company and accordingly paid to the Insured / beneficiary as per the policy terms and conditions.
- 5.2 The Insured shall tender to the Company all reasonable information, assistance and necessary proofs in connection with any claim hereunder upon the written request of the Company.
- 5.3 Where there is no deviation in the Observed Weather Index as per the policy terms and conditions, the Company shall not be under any obligation to provide any written communication to the insured/Beneficiary stating that no compensation is payable.

6. GENERAL CONDITIONS APPLICABLE TO THE POLICY:

6.1 Limitation Period

In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the date on which the claim under this Policy is made if the Insured fails to produce or deliver such documents or details as may be required by the Company in connection with the claim, unless the claim is the subject of pending action or arbitration.

6.2 Legal Ownership

During the Policy Period, the Insured shall possess all legal ownership rights with regard to the Property and / or Crop Cultivated. The Insured shall provide any information with regard to claims as may be required by the Company. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim and payment of any compensation under this Policy.

6.3 Agreed Bank/ Financial Institution Clause:

It is hereby declared and agreed:-

- (a) That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank/ Financial Institution along with an intimation to the Insured and such part of any monies so paid as may relate to the interests of other parties Insured hereunder shall be received by the Bank/ Financial Institutions as Agents for such other parties.



- (b) That the receipts of the Bank/ Financial Institutions shall be complete discharge of the Company there of and shall be binding on all the parties Insured hereunder.
- (c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank/ Financial Institutions / Insured.
- (d) Any adjustments, settlement to be made between the Company and the Insured or any of them arising under or in connection with this policy if made by the Bank / Financial Institutions shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank /Financial Institutions to recover the full amount of any claim it may have on other parties Insured,
- (e) That this insurance so far only as it relates to the interest of the Bank/ Financial Institutions therein shall not cease to attach to any of the insured Property by reason of operation of condition 3 of Part III of Schedule except where a breach of the condition has been committed by the Bank / Financial Institutions or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or in any building hereby Insured or any building in which the goods Insured under the policy are stored without the knowledge of the Bank/ Financial Institutions provided always that the Bank/ Financial Institutions shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risks first took place
- (f) It is further agreed that whenever the Company shall pay the Bank / Financial Institutions any sum as compensation payable under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties Insured hereunder or from any securities or funds available.



PART III OF SCHEDULE

STANDARD TERMS AND CONDITIONS:

1. Incontestability and Duty of Disclosure:

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been concealed, hidden or withheld, or a claim being fraudulent or any fraudulent means or devices having been used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.

3. Observance of terms and conditions:

The due observance and fulfillment of the terms, conditions, warranties, special conditions and endorsements to and of this Policy in so far as they relate to anything required to be done or to be complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. No constructive Notice:

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

5. Notice of charge etc.:

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or transaction relating to this Policy and, the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

6. Special Provisions:

Any special provisions subject to which this Policy has been entered into and endorsed hereon or by means of any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

7. Overriding effect of Part II of the Schedule:

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope and intent of the cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of the inconsistency being irreconcilable.



8. Electronic Transactions:

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other HDFC ERGO Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.

9. 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 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.

10. Fraudulent claims:

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

11. Cancellation/termination:

The Company may at any time, cancel this Policy, by giving 14 days notice in writing by Registered post to the Insured at his last known address in which case the Company shall return to the insured a proportion of the premium for the Unexpired term from the date of the cancellation.

The Insured may also give 14 days notice in writing, to the company, for the cancellation of this policy, in which case the company shall retain premium for the period this policy has been in force at the company's short period scales (Table given herein below), provided no claim has occurred up to the date of cancellation of this Policy. However, if a claim is made under the Policy, the company will retain the entire premium.



Table of Short Period Scales for Annual Policy	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate).
1 Week	10%
Upto 1 Month	25%
Upto 2 Months	35%
Upto 3 Months	50%
Upto 6 Months	75%
Upto 8 Month	85%
Exceeding 8 months	Full Annual Premium

In case the policy period is less than one year, and if the Insured has written to the Company for the cancellation of this policy, the Company shall retain the premium for the period this policy has been in force at the short period scales. Here the premium to be retained for the respective period of risk would be in the same ratio as that of the annual policy.

12. Policy Disputes:

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

13. Arbitration clause:

If any dispute or difference shall arise as to the terms and conditions to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, 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 three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. 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 hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

14. Renewal notice:

The Company shall not be bound to accept any renewal premium nor give notice that such 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. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

15. Notices:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part I of the Schedule.

In case of the Company:

HDFC ERGO General Insurance Company Limited 6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri, Mumbai – 400059.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

16. 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, during normal business hours.

17. Grievances:

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

HDFC ERGO Weather Insurance Policy - Grievance Redressal Procedure

If you have a grievance that You wish Us to redress, You may contact Us with the details of Your grievance through:

- Our website : www.hdfcergo.com
- Email : grievance@hdfcergo.com
- Telephone : 022 – 66383600 / 1800-226-226 / 1800-2700-700
- Fax : 022 - 66383699
- Courier : Any of our Branch office or corporate office

You may also approach the grievance cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with Our redressal of Your grievance through one of the above methods, You may contact Our Head of Customer Service at

**The Grievance Cell,
HDFC ERGO General Insurance Company Ltd.
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai – 400059**

In case you are not satisfied with the decision of the above office, or have not received any response within 10 days, you may contact the following official for resolution:

HDFC ERGO General Insurance Company Limited



The Compliance Officer,
6th Floor, Leela Business Park,
Andheri Kurla Road,
Andheri, Mumbai - 400059

Further to that, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1 st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1 st Floor, Moin Court, Lane, Opp.Saleem Function Palace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2 nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2 nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM – 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6 th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1 st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION