

# Weather Index Based Insurance Policy Wordings

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# Weather Index Based Insurance Policy Wordings

#### **Preamble**

Future Generali India Insurance Company Limited ("the Company/ We/ Our/ Us"), having received a Proposal and the premium from the Proposer ("You/ Yours") named in the Schedule referred to herein below, and the said Proposal and Declaration together with any 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 benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

#### I. 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.

#### II. Definitions

- Proposal: 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: 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.
- Schedule: means the latest Schedule issued by Us as part of Your Policy. It provides details of the level of cover You have.
- Endorsement: means any alteration made to the Policy which has been agreed to by Us in writing.
- 5. Sum Insured: means the monetary amount of coverage mentioned in the Schedule of the Policy. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
- Insured Person: means the persons who are incorporated in the Schedule for the purpose of insurance coverage.
- Exclusion: 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.
- 8. Policy Period: 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.
- 9. IMD: 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.
- 10. Weather Index: means the mathematical concept 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 the Schedule):
  - Precipitation

- b. Temperature
- c. Humidity
- d. Fog
- e. Snowfall
- f. River flow
- g. Wind Velocity
- h. Hailstorm
- Any other weather parameters that are measureable
- 11. Reference Weather Station: means the primary weather station as specified in the Schedule, the weather data of which would be utilised to compute the Observed Weather Index during the Policy Period for the purpose of claims calculation and settlement under the policy.
- 12. Backup Weather Station: means the secondary Weather Station as defined in the Schedule, the weather data of which will act as a substitute for the Missing Data, if any, of the Reference Weather Station.
- 13. Missing Data: means the specified weather data for any particular period or sub-period which has officially been reported by the authorized data provider as not recorded or not available or wrongly recorded.
- **14. Notional:** means 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 the Schedule).
- 15. Observed Weather Index: means the observed value of the Weather Index based on Actual Weather Data of the cover period, which observed value will be used for determining the claims amount, during the Period of Insurance.
- **16. Actual Weather Data:** means the weather data of Reference Weather Station or Backup Weather Station as the case may be, for the Policy Period as obtained from the authorized data provider.
- 17. Authorized Data Provider: means an agency which has installed the Reference or Backup Weather Station and has been authorized to provide data for the same for the purpose of calculation and settlement of the claim.
- **18. Claim Trigger:** means 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 WARRANTIES**

It is warranted that:

- 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.

#### GENERAL EXCLUSIONS

We will not pay for

 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.
- 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. **Terrorism:** Any loss to crop or asset on account of terrorist activities.

#### V. CLAIM PROCEDURE AND REQUIREMENTS

#### 1. Claim Control

We are entitled to

- Enter and examine any insured area where claim event has occurred.
- 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.

#### 2. 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.

#### 3. Claim Assessment

In so far 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.

#### VI. GENERAL CONDITIONS

#### 1. Notice

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

#### 2. Mis description

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 at the time when any claim arises under this Policy there is any other insurance which covers (or would but for the existence of this Policy cover), the same claim (in whole or in part), then We shall not be liable to pay or contribute more than its rateable proportion of any claim

#### 6. Cancellation

We may cancel this Policy by sending 15 days notice in writing 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. 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). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer.

### 9. 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).

#### **Grievance Redressal Procedures**

#### Dear Customer,

At Future Generali we are committed to provide "Exceptional Customer-Experience" that you remember and return to fondly. We encourage you to read your policy & schedule carefully. We want to make sure the plan is working for you and welcome your feedback.

A "Grievance/Complaint" is defined as any communication that expresses dissatisfaction about an action or lack of action, about the standard service/deficiency of service from Future Generali or its intermediary or asks for remedial action.

#### If you have a complaint or grievance you may reach us through the following avenues:

HELP	24X7 Help- lines	MTNL/BSNL :1800-220-233		Email	Email	care@futuregenerali.in
		Others	:1860-500-3333	www	Website	www.futuregenerali.in
	GRO at each Branch	Walk-in to any of our branches and request to meet the <b>Grievance Redressal Officer (GRO).</b>				

#### What can I expect after logging a Grievance?

- We will acknowledge receipt of your concern within 3 business days.
- Within 2 weeks of receiving your grievance, we shall revert to you the final resolution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of receipt of response.

What do I do, if I am unhappy with the Resolution?

•You can write directly to our Customer Service Cell at our Head office::



#### **Customer Service Cell**

## Customer Service Cell, Future Generali India Insurance Company Ltd.

Corporate & Registered Office: - 12th & 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai – 400013

Please send your complaint in writing. You can use the complaint form, annexed with your policy. Kindly quote your policy number in all communication with us. This will help us to deal with the matter faster.

#### How do I Escalate?

While we constantly endeavor to promptly register, acknowledge & resolve your grievance, if you feel that you are experiencing difficulty in registering your complaint, you may register your complaint through the IRDA (Insurance Regulatory and Development Authority).

- CALL CENTER: TOLL FREE NUMBER (155255).
- REGISTER YOUR COMPLAINT ONLINE AT: HTTP://WWW.IGMS.IRDA.GOV.IN/

#### Insurance Ombudsman:

If you are still not satisfied with the resolution to the complaint as provided by our GRO, you may approach the Insurance Ombudsman for a review. The Insurance Ombudsman is an organization that addresses grievances that are not settled to your satisfaction. You may reach the nearest insurance ombudsman office. The list of Insurance Ombudsmen offices is as mentioned below.

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD - 380 014</b> Tel: 079- 27546840 Fax: 079-27546142 E-mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL - 462 023</b> Tel: 0755-2569201 Fax: 0755-2769203 E-mail: <u>bimalokpalbhopal@airtelmail.in</u>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR - 751 009</b> Tel: 0674-2596455 Fax: 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, <b>CHANDIGARH - 160 017</b> Tel: 0172-2706468 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI - 600 018</b> Tel:044-24333668 /5284 Fax: 044-24333664 E-mail: <a href="mailto:chennaiinsuranceombudsman@gmail.com">chennaiinsuranceombudsman@gmail.com</a>	Tamilnadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road, <b>NEW DELHI - 110 002</b> Tel: 011-23239633 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com	Delhi & Rajashthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Nivesh, 5th floor Nr. Panbazar Overbridge, S.S. Road, <b>GUWAHATI - 781 001</b> Tel:0361-2132204/5 Fax: 0361-2732937 E-mail: ombudsmanghy@rediffmail.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman 6-2-46, 1st Floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004 Tel: 040-65504123 Fax: 040-23376599 E-mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam - a part of UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM - 682 015</b> Tel: 0484-2358759 Fax: 0484-2359336 E-mail: jokochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman 4 <sup>th</sup> Floor, Hindusthan Bldg., Annexe, 4, C.R.Avenue, <b>KOLKATA - 700 072</b> Tel: 033-22124346 / (40) Fax: 033-22124341 E-mail: iombsbpa@bsnl.in	West Bengal, Bihar, Jharkhand and UT of Andeman & Nicobar Islands, Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazratganj, <b>LUCKNOW - 226 001</b> Tel: 0522 -2231331 Fax: 0522-2231310 E-mail: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), <b>MUMBAI - 400 054</b> Tel: 022-26106928 Fax: 022-26106052 E-mail: ombudsmanmumbai@gmail.com	Maharashtra, Goa

The list of Insurance Ombudsmen offices is posted on the website: <a href="http://www.irdaindia.org/ombudsmen/ombudsmenlist\_new.html">http://www.irdaindia.org/ombudsmen/ombudsmenlist\_new.html</a>

## COMPLAINT FORM

POLICY TYPE	MOTOR TRAVEL OTHER	HEALTH HOME	PERSONAL ACCIDENT  MARINE			
POLICY DETAILS	EXISTING SERVICE REQUEST COVER NOTE	T POLICY NO HEALTH CARD	CUSOMER ID APPLICATION NO			
CUSTOMER NAME  ADDRESS:  CITY  TEL NO.  Detailed description of the part of th	FIRST NAME  PIN CODE  MOBILE NO.	MIDDLE NAME	LAST NAME			
Customer's Signature			Date:			
You may submit your complaint to the Nearest Branch Office or mail it to our Customer Service Cell at:  Customer Service Cell  Future Generali India Insurance Company Ltd.  Corporate & Registered Office:- 12th & 15th Floor, Tower 1, Indiabulls Finance Centre, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400013						
	ribers- 1800-220-233, Any other service 1					
Office Use Only:			Service / Case #			