



**my:jeevika WEATHER INSURANCE POLICY SCHEDULE**

**Preamble**

WHEREAS the Insured named in the Schedule hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the L&T GENERAL INSURANCE COMPANY LIMITED, (hereinafter called the Company) for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

**Operative Clause**

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

Provided always that the liability of the Company shall in no case, exceed the sum insured stated against each Certificate of Insurance or the Total Sum Insured as stated in the Schedule.

**Exclusions**

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 deviation in weather parameters as stated in the Certificate of Insurance or Schedule within a specific geographical location and specified time period.

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.

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



## **Definitions**

For the purposes of this Policy, the following terms shall have the meaning set forth hereunder:

“Exit Index” shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.

“Insured” means the person or entity whose name specifically appears as such in the Schedule to this Policy and in respect of the Certificate of Insurance includes the Insured Member who is issued a cover under the Policy.

“Standard Loss Rate” 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” during the period of insurance).

“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 Period of Insurance.

“Policy” means the Policy booklet, the Schedule, Certificates of Insurances, Brochure and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured, the exclusions from the cover and the terms and conditions for the issue of the Policy.

“Reference Weather Station” shall mean the weather station engaged in the study or monitoring of weather or atmospheric observations as stated in the Schedule, the data from which will be used for the purpose of determining the Observed Weather Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy.

“Strike Index” shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment.

“Sum Insured” means and denotes the amount of cover available, as stated in the Schedule of the Policy. This is the maximum amount that the Company will pay in all, towards all claims, under this Policy. The individual sum insured for the cover granted under the Policy is stated in the respective Certificate of Insurance issued to each insured person.

“Weather Index” shall mean the mathematical construct on the basis of which the Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters. (The parameters listed herewith are only indicative and not exhaustive. Any addition / deletion may be considered based on the availability of the relevant data. This will be specified for each individual Policy under the section “Coverage Details” in the respective Product Brochure forming part of the Policy Schedule):

- (a) Rainfall
- (b) Temperature
- (c) Humidity



- (d) Fog
- (e) Wind Velocity
- (f) Hailstorm
- (g) Sunshine hours.

### **Claims Procedure**

In so far as it relates to the occurrence of the deemed loss or damage to the Property and /or Crop Cultivated as specified in the Schedule to the Policy, with regard to which the Insured shall make a claim under this Policy, as also the Company shall on its own determine the basis upon which to assess the claim; shall be as follows:

1. The Company shall procure the certified weather data from the institutions or departments authorized to maintain such records, as has been explicitly informed & voluntarily accepted by the insured at the time of inception of the policy to calculate the Observed Weather Index. These institutions or departments may include Indian Meteorological Department (IMD)/ National Collateral Management Services Ltd (NCMSL)/ etc.
2. In the event that, in the geographical location and during the period of insurance as specified in the Schedule to this Policy, the Observed Weather Index is greater than the Strike Index, the benefit payable to the Insured shall be as per the Payment Formula specified in the Product Brochure forming part of the Policy Schedule, subject to a maximum of the Sum Insured for excess weather parameter as stated in the respective Certificate of Insurance issued to each insured member or as stated in the policy, as a whole i.e. 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 in case of coverage for excess weather parameter.
3. Similarly in the event that, in the geographical location and during the period of insurance as specified in the Schedule to this Policy, the Observed Weather Index is lesser than the Strike Index, the benefit payable to the Insured shall be as per the Payment Formula specified in the Schedule, subject to a maximum of the Sum Insured for deficit weather parameter as stated in the respective Certificate of Insurance issued to each insured member or as stated in the policy, as a whole i.e. the Company shall not be liable to compensate the Insured or pay any amount, in the event that the Observed Weather Index is greater than the Strike Index in case of coverage for deficit weather parameter.
4. On expiry of the cover under the respective policy, the Company will automatically settle the claim, if any, within 45 days, subject to receipt of the necessary certified weather data from third party (IMD/NCMSL/etc.).

### **GENERAL CONDITIONS**

#### **1. Limitation Period**

- (a) 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 or



the intimation is given by the Company to the Insured, if the Insured fails to produce or deliver such documents or details as may be required by the Company in connection with the processing of the claim, unless the claim is the subject matter of any pending action or arbitration.

- (b) It being expressly agreed and declared that, if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## **2. Legal Ownership**

During the Period of Insurance, the Insured shall possess all legal ownership rights with regard to the Property and / or Crop Cultivated. The Insured shall provide to the Company such title deeds and other documents as may be required by the Company for verification of his/her ownership over the Property and / or Crop Cultivated. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

## **3. Agreed Bank Clause**

This clause shall be applicable in case the cover/ any cover under the Policy are hypothecated with the Bank. For the purpose of hypothecation and for the applicability of this clause, the Bank shall mean the first named Financial Institution/ Bank named in the policy.

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 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 as Agents for such other parties.
- (b) That the receipts by the Bank shall be a complete discharge of the Company thereof 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 given or served to the insured and to the Bank in all cases.
- (d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this policy, if made, by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair any of the rights of the Bank to recover the full amount of any claim it may have, on other parties Insured hereunder.
- (e) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagee 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.

## **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 withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

### **2. Observance of terms and conditions**

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

### **3. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such records as may be required at any point of time. The Insured shall within one month after the expiry of the Policy furnish such information as the Company may require.

### **4. No constructive Notice**

Any knowledge or information of any circumstances or condition in connection with the Insured Property 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.**

Unless stated in the Policy Schedule or the respective Certificate of Insurance issued to the Insured under the Policy, the Company shall not be bound to take notice of or be affected by any notice of any trust, charge, lien, assignment or any other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representatives or to the Bank in case of hypothecation endorsed hereunder, of any compensation or benefit under the Policy shall in all cases be considered as an effectual discharge by the Company.

### **6. Special Provisions**



Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument attached to this policy and intended to be a part of this policy, shall be deemed to be a part of this Policy and shall have a binding effect accordingly.

#### **7. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured / Insured member shall allow the Surveyor or any agent of the Company to inspect the lost/damaged crop/properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.

If the Insured / Insured member does not comply with the provisions of this Clause or other obligations cast upon under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.”

#### **8. 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.

#### **9. 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.

#### **10. Cancellation/Termination**

The Company may at any time, cancel this Policy, by giving 15 days notice in writing by registered post with acknowledgment due, to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation provided no claim has been lodged under the policy.

#### **11. 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.

## **12. Arbitration**

If any dispute or difference shall arise as to the quantum 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, 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 as amended from time to time.

It is clearly agreed and understood that no difference or dispute shall be referred 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.

## **13. Notices**

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

**L & T General Insurance Company Limited** 601-602,6th Floor, Trade Centre, Bandra Kurla Complex, Bandra (E)- 400 051.

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

## **14. Customer Service**

If at any time the Insured / Insured Person require any clarification or assistance, it may contact the offices of the Company at the address specified above, during normal business hours.

## **15. Grievance Redressal Procedure**





For any grievance relating to delay in settlement or against decision on any claim, premium, non-issue or interpretation of policy terms, or such other grievances the Insured/Insured Person may write to:

Head-Customer Services, **L&T General Insurance Company Limited**, 601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to Head-Customer Services at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

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

The Grievance Officer, **L&T General Insurance Company Limited**, 601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to The Grievance Officer at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

In case the Insured/Insured Person is not satisfied with the decision/resolution the Insured/Insured Person may be entitled to approach the Insurance Ombudsman.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction are as listed below-

<b>Ombudsman Offices</b>	
<b>Areas of Jurisdiction</b>	<b>Addresses of the Ombudsman Offices</b>
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	<b>AHMEDABAD</b> 2nd Floor, Ambica House, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: <a href="mailto:insombalhd@rdiffmail.com">insombalhd@rdiffmail.com</a>
States of Madhya Pradesh and Chattisgarh.	<b>BHOPAL</b> 1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 0755 - 2769200, Fax: 0755-2578103 Email: <a href="mailto:insombmp@satyam.net.in">insombmp@satyam.net.in</a>
State of Orissa.	<b>BHUBANESWAR</b> 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email: <a href="mailto:susantamishra@yahoo.com">susantamishra@yahoo.com</a> , <a href="mailto:ioobbsr@vsnl.net">ioobbsr@vsnl.net</a>
States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	<b>CHANDIGARH</b> S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017, Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	<b>CHENNAI</b> Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>





States of Delhi and Rajasthan.	<b>DELHI</b> 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: <a href="mailto:insombudsmandel@netcracker.com">insombudsmandel@netcracker.com</a>
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	<b>HYDERABAD</b> 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email: <a href="mailto:insombud@hd2.vsnl.net.in">insombud@hd2.vsnl.net.in</a>
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry	<b>KOCHI</b> 2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email: <a href="mailto:insuranceombudsmankochi@hclinfinet.com">insuranceombudsmankochi@hclinfinet.com</a>
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	<b>KOLKATTA</b> North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	<b>LUCKNOW</b> Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331, Fax:0522-2231310 E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>
States of Maharashtra and Goa.	<b>MUMBAI</b> 3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email: <a href="mailto:ombudsman.i@hclinfinet.com">ombudsman.i@hclinfinet.com</a>
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	<b>GUWAHATI</b> Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Address and contact number of Governing Body of Insurance Council	Secretary General Governing Body of Insurance Council 5 <sup>th</sup> Floor, Royal Insurance Building, 14 Jamshedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: <a href="mailto:inscoun@vsnl.net">inscoun@vsnl.net</a>