



Universal Sompo General Insurance Co. Ltd.

Weather Insurance Policy

This Policy is an evidence of the contract between You and Universal Sompo General Insurance Company Limited. The information furnished by You in the Proposal form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

This Policy witnesses that in consideration of Your having paid the premium for the Policy Period stated in the Schedule or further Period of Insurance for which We may accept the premium for renewal of this Policy, We undertake that if during the Period of Insurance You suffer a loss covered under the Policy due to crossing of the threshold value of the trigger point defined hereunder and mentioned in Schedule for the Insured Weather parameter. We will pay to You the amount as per payout table in Policy Schedule 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.

Definitions

- 1. Proposal form:** The application form You sign for this Insurance and any other information You give to Us or which is given to Us on Your behalf by the lending bank, financial institution.
- 2. Policy:** Policy wording, the Schedule, the Proposal form and any applicable endorsement or memoranda.
- 3. Schedule:** It provides details of the Insured Person, the Weather parameter covered, the trigger point, which are in force and the level of cover Insured Person(s) have.
- 4. Sum Insured:** It means the monetary amount shown against Insured person(s) which will be Our maximum liability during the Policy Period.
- 5. Period of Insurance:** The time period for which the contract of Insurance is valid as shown in the Schedule
- 6. We/Our/Us** It means **UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LTD.**

7. **You/Your:** It means the person(s) named as Insured in the Schedule
8. **Insured Person:** The person or entity named as Insured person(s) in the Schedule.
9. **IMD:** It means the Indian Meteorological Department, Government of India including its network of Regional Meteorological Centers, Meteorological Centers 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:** 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
11. **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.
12. **Strike Index:** shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment
13. **Exit Index:** shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.
14. **Notional Payment:** shall mean the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index
15. **Reference Weather station:** shall mean the primary weather station engaged in the study or monitoring 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 Strike Index for payment of compensation and claim settlement under this Policy.
16. **Alternate Weather Station:** shall mean the secondary weather station engaged in the study or monitoring of weather or atmospheric observations as stated in Schedule I, the data from which will be used as a substitute for the Missing data, if any, of the Primary Weather station, for the purpose of determining the Observed Weather Index, Exit Index and Strike Index for payment of compensation and claim settlement under this Policy .

17. 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.

18. Actual Weather Data: It shall mean the reference weather data for the Policy Period as obtained from IMD or any other recognized source

19. Sub-Period: It shall mean the smaller periods within the Policy Period as specified in the Schedule.

20. 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.

21. Claim payout table:

GENERAL CONDITIONS:

1. Notice:

Every notice and communication to the Company required by this Policy shall be in writing. Initial notification can be made by telephone

2. Mis-description:

This Policy shall be void abinitio and premium paid shall be forfeited by Us in the event of mis-representation, mis-description or non-disclosure of material facts by You. Non-disclosure shall include non-intimation of any circumstances which may affect the acceptance of the proposal and Insurance cover granted.

3. Claim Procedure and control

Universal Sompo shall monitor the deviation / variation from the normal index and shall advise the policy holders if claim is payable and if so, to what extent as per the payout table mentioned on the Policy schedule

a) 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 exercised by Us at any time until notice in writing is given by You that You or any Insured Person is not making a 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.

b) 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 your 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.

c) 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 will 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.

4. Contribution

If, when any claim arises, there is in existence any other Insurance covering the same loss/liability, compensation, costs or expenses, We will pay only Our ratable proportion of the claim.

5. Fraud

All benefit under this Policy shall be forfeited and the Policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address, However this clause shall not be exercised except on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the Policy or any time during the currency of the Policy . In such circumstances you will not be entitled to any refund.

You may cancel this Policy by sending a written notice to Us. Retention premium for the Period We were on risk will be calculated based on following Short Period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us :

Expired Period	Premium to be Retained
Upto 1 month	25% of the Annual Premium
Above 1 month and upto 3 months	50% of Annual Premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

7. 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, 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 herein 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.

8. Disclaimer Clause

If We shall disclaim Our liability for any claim and such claim shall not have been made subject matter of suit in a court of law within 12 (twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

9. Grievance or Complaint

You may register a grievance or Complaint by visiting our website or write to us on contactus@universalsompo.com. You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

10. Insurance Ombudsman

We shall endeavor to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance

Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website www.universalsompo.com or write to contactus@universalsompo.com

11. Geographical Limit:

The geographical scope of this Policy will be India and all claims shall be payable in Indian currency only .

12. Renewal

We agree to renew the Policy on payment of renewal Premium. However We may exercise Our option not to renew the Policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the Policy or any time during the currency of the earlier policies.

Upon acceptance of an offer of settlement by the insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the insured. In the cases of delay in the payment, the We shall be liable to pay You interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is received by Us

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.

- **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.

- **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.

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.

Agreed Bank Clause:

It is hereby declared and agreed:-

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.

That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties Insured hereunder.

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.

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 rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.

That this Insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the subject insured matter by reason of operation of Condition 3 of Policy except where a breach of the condition has been committed by the Bank or its duly authorised 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 provided always that the Bank 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 and 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 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.