

PART II OF THE POLICY - SCHEDULE

1. DEFINITIONS:

"Company" means the ICICI Lombard General Insurance Company Limited.

"Exit Index" shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy. (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule)

"Insured" means person(s)/ entity (ies) whose name(s) specifically appears as such in Schedule to this Policy.

"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 Part I of the Policy – Schedule)

"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 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 of 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 Part I of the Policy – 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. (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule)

"Sum Insured" means the amount as stated in the Schedule to this Policy which shall represent the Company's maximum liability for any and all claims incurred for a unit of the Insured Area, under the Policy.

"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 (To be specified for each policy under section "Coverage Details" in Part I of the Policy – Schedule):

- Rainfall
- Temperature
- Relative Humidity
- Wind Speed
- A combination of the above
- Hailstorm, cloud-burst if specifically covered in the term sheet as Add-on/Index-Plus product for those farmers who have already taken normal coverage under RWBCIS

2. SCOPE OF COVER:

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, 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 deviation of Observed Weather Index from Strike Index if such deviation is as stated in coverage 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 The Company shall not be liable to make any payment under this policy to the incurred by any in connection with or in respect of any expenses whatsoever incurred by any insured arising out of deviation in Weather Index resulting from:

- (i) Ionizing radiations or contaminations 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 deviation in weather parameters as stated in Part I of the Schedule within a specific geographical location and specified time period.

4. BASIS OF ASSESSMENT OF CLAIMS

4.1. Insofar as it relates to loss or damage to the Property and /or Crop Cultivated as specified in Part I of the Schedule to the Policy, with regard to which the Insured shall make a claim under this Policy, the basis upon which the Company shall assess the claim shall be as follows:

In the event that, in the geographical location and during the time period specified in Part I of the Schedule to this Policy, the Observed Weather Index is greater (or lower) than the Strike Index, the benefit payable to the Insured shall be as per the Payment Formula specified in Part I of the Schedule, subject to a maximum of the Sum Insured.

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 in case of coverage for excess weather parameter cover or In the event that the Observed Weather Index is greater than the Strike Index in case of coverage for deficient weather parameter cover during the Period of Insurance.

5. CLAIM PROCEDURE

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

5.1. The Insured shall deliver to the Company, irrespective of the date on which the event shall have occurred, but not earlier than the expiry of the Period of Insurance specified in Part I of the Schedule and not later than 60 days from the expiry of the Period of Insurance, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim along with duly completed claim form.

5.2. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

"wherever, details pertaining to any incident which results in a claim, are conveyed by the insured to the insurer after reasonable period, insured shall provide the reasons of such delay to the insurer and insurer may on analysis of reasons provided by insured, may condone the delay in intimation of claim or delay in providing the required information/documents to the insurer."

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.

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.

6.2. 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.

6.3. Agreed Bank 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 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 of the Bank shall be complete discharge of the Company therefor 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.
- (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 rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.
- (e) 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 insured Property 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 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 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
- (f) 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.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

PART III OF THE POLICY – 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 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. 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 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.

4. Material change

The Insured shall immediately notify the Company in writing of any material change in the risk, in relation to the question in the proposal form and the declaration, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.

6. 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.

7. 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 relating to this Policy, but 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.

8. Special Provisions

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

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Policy 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 of cover contained in Part II of the Policy, 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 Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. 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 ICICI Bank 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.

11. Duties of the insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Policy.
- b) Allow the surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company on Happening of Loss or Damage' Clause as provided in this Part.
- d) Not abandon the insured property/item premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the surveyor or the loss assessor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured 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.

12. Rights of the Company

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- a) Enter and/or take possession of the Insured Area and / or Crop cultivated, where the loss or damage has happened
- b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c) Keep possession of any such Insured Area and examine, sort, arrange, remove or otherwise deal with the same; and,

- d) Sell any such Crop or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

13. 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.

14. Position after a claim

The Insured shall not be entitled to abandon any Crop/ Insured Area, whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Policy Period shall stand reduced by the amount of the compensation.

15. Indemnity

The company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damaged or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have caused to reinstate such property as it was at the time of the occurrence of such loss and damage and in any event not more than the Sum Insured thereon.

If in any case the company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such Sum as would be requisite under the Policy.

16. Subrogation

In the event of payment under the Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instrument and papers necessary to secure such rights.

The Insured and any claimant under the Policy shall at the expense of the Company do and conquer in doing in permit to be done, all such acts and things as may be necessary or required by the company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the company shall be or would become entitled or subrogated.

17. Condition of Average

If the Insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rate able proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

18. Contribution

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

19. 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.

20. Cancellation/Termination

The Company may at any time, cancel this Policy on grounds like fraud, moral hazard or misrepresentation, by giving 7 days' notice in writing by Registered post Acknowledgment Due post 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.

21. Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

22. Arbitration clause

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 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 preferable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

23. Renewal notice

The Company shall not be bound to give notice that a renewal 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 unless intimated to the Company and accepted by it in writing. 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.

24. 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:

ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

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.

25. 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.

26. Grievances

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