



# RESTRUCTURED WEATHER BASED CROP INSURANCE SCHEME- Retail

IRDAN108RP0001V01201819

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## POLICY WORDINGS

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### **Tata AIG General Insurance Co. Ltd.**

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

## Abbreviations

- AIC: Agricultural Insurance Company of India Ltd.
- APR: Actuarial Premium Rate
- ARG: Automatic Rain Gauge
- AWS: Automatic Weather Stations
- AY: Actual Yield
- BWS: Backup Weather Stations
- CB: Commercial Banks
- CCEs: Crop Cutting Experiments
- CSO: Central Statistical Office
- DAC&FW: Department of Agriculture, Cooperation and Farmers Welfare
- DBT: Direct Benefit Transfer
- DCCBs: District Central Cooperative Banks
- DLMC: District Level Monitoring Committee
- ESI: Expected Sum Insured
- GIS: Geographic Information System
- GPS: Global Positioning System
- IA: Implementing Agency
- IASRI: Indian Agricultural Statistical Research Institute
- IMD: Indian Meteorological Department
- IRDA: Insurance Regulatory and Development Authority
- ISRO: Indian Space Research Organisation
- IT: Information Technology
- IU: Insurance Unit
- KCC: Kisan Credit Cards
- LC: Loss Cost
- LPC: Land Possession Certificate
- MIS: Management Information System
- MNCF: Mahalanobis National Crop Forecast Centre
- MOA&FW: Ministry of Agriculture and Farmers Welfare
- NABARD: National Bank for Agriculture and Rural Development
- NAIS: National Agricultural Insurance Scheme
- NCIP: National Crop Insurance Programme
- NCML: National Collateral Management Services Limited
- NFA: Notified Area
- NLMC: National Level Monitoring Committee
- NRSC: National Remote Sensing Centre
- NSSO: National Sample Survey Organization
- PACS: Primary Agriculture Cooperative Societies
- PRIs: Panchayati Raj Institutions
- RBI: Reserve Bank of India
- RoR: Records of Right
- RRBs: Regional Rural Banks
- RST: Remote Sensing Technology
- RTGS: Real Time Gross Settlement
- RUA: Reference Unit Area
- SAO: Seasonal Agricultural operations
- SI: Sum Insured
- SOF: Scale of Finance
- SLCCCI: State Level Coordination Committee on Crop Insurance
- TAC: Technical Advisory Committee
- TSU: Technical Support Unit
- TY: Threshold Yield
- USSD: Unstructured Supplementary Service Data
- UT: Union Territory
- UTR: Unique Transaction Reference
- WBCIS: Weather Based Crop Insurance Scheme

## RESTRUCTURED WEATHER BASED CROP INSURANCE SCHEME

TATA AIG General Insurance Company Limited (“the Company”), having received a proposal and the premium from the Proposer, 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 including premium subsidy from state government and central government, 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 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.

## PART II OF SCHEDULE

### 1. DEFINITIONS:

1. **“Company”** and/or “TATA AIG” means the Tata AIG General Insurance Company Limited.
2. **“Insured/Policyholder”** means the person or entity whose name specifically appears as such in the Schedule to this Policy.
3. **“Beneficiary”** means any person(s) whose property/crop is (are) insured under agricultural or non- agricultural activity.
4. **“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.
5. **“Sum Insured”** means and denotes the amount of cover available as stated in the Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
6. **“SLCCCI”** means State Level Coordination Committee on Crop Insurance.
7. **“Crop”** means the variety of seed and/ or plants the Insured cultivates.
8. **“Bank”** means an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.
9. **“Defined Area or Unit area of insurance”** means specified area for the Notified Crop under the policy.
10. **“Financial Institution”** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.
11. **“Notified Crop”** is the Crop which is selected for the insured season in the defined area by the insurer or selected by the Government authority for the crop insurance with the consent of the insurer.

12. **“Terrorism”** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
13. **“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.
14. **“Exit Index”** shall mean the Observed Weather Index level at which the Insured becomes eligible for full Sum Insured under the Policy.
15. **“Strike Index”** shall mean the Observed Weather Index level at which the Insured becomes eligible for claim payment.
16. **“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).
17. **“Reference Weather Station”** shall mean the 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.
18. **Automatic Weather Stations (AWS)** means a device installed in the insurance unit [declared by concerned State Government] to measure and record the weather parameters like rainfall, temperature, humidity, wind speed, solar radiation etc. This device mainly has sensors and data logger to automatically record the weather parameters and transmit the data electronically in the data providers server.
19. **“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.
20. **“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.
21. **“Endorsement”** means any alteration made to the policy which has been agreed to by the company in writing.
22. **“Exclusion”** means the damages/perils/properties/contingencies which are not covered under the policy and for which the company have no liability in the event of loss occurrence.
23. **“Humidity”** shall mean Relative Humidity

24. **“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.

25. **“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.

- Rainfall
- Temperature
- Humidity
- Fog
- Wind Velocity
- Hailstorm
- Cloud Burst
- Sunshine

## 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 the Schedule to this Policy. The product will follow the operational guidelines as issued by Government of India time to time.

Following major weather perils, which are deemed to cause “Adverse Weather Incidence”, leading to crop loss, shall be covered under the scheme:

- a) Rainfall – Deficit Rainfall, Excess rainfall, Unseasonal Rainfall, Rainy day, Dry-spell, Dry days
- b) Temperature – High temperature (heat), Low temperature
- c) Relative Humidity
- d) Wind speed
- e) A combination of the above
- f) Hailstorm, cloud-burst may also be covered as Add-on/IndexPlus products for those farmers who have already taken normal coverage under WBCIS.

The perils listed above are only indicative and not exhaustive and any addition/deletion may be considered by State Govt. in consultation with insurance companies based on availability of relevant data.

Crop covered:

- a) Food grain Crops (cereals, Millets and pulses)
- b) Oilseeds Crops
- c) Commercial /Horticultural Crops,

The compensation shall be arrived at based on the weather index formula stated in the Term Sheet and subject to a maximum of Sum Insured stated in the Policy.

### **3. EXCLUSIONS Standard exclusions applicable in all policies:**

General Exclusions: Losses arising out of war and nuclear risks, malicious damage and other preventable risks shall be excluded.

#### **Exclusions specific to the policy which cannot be waived:**

3.1 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 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.

3.2 The company shall not be liable to make any payment under this policy to the insured in case of loss or damage to crops, property or events arising directly out of the insured AOG perils such as Storm, Cyclone, Tempest, Typhoon, Hurricane, Tornado, Flood, Inundation, Earthquake, Tsunami, Hailstorm. However in the event the insured AOG peril has caused any deviation in the Weather Index as mentioned in the term sheet of this policy, the company shall be liable to provide compensation as per terms stated in the term sheet.

3.3 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 nonagricultural output/yield, or increased operational costs, howsoever caused, other than on account of a deviation in weather parameters as stated in the Schedule within a specific geographical location and specified time period.

3.4 Riots, Strike, Malicious Damage, 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.

3.5 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.

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

3.7 Consequential losses of any kind, by the way of loss of profit, business interruption, market loss or otherwise and/or any other legal liability of any kind.

#### **Exclusions specific to the policy, which can be waived on payment of additional premium: None**

### **4. Claims Assessment & Settlement**

- a) The Company shall be responsible for all claims arising out of covered adverse weather perils and shall settle claims strictly as per the Operation Guidelines of the Reconstructed Weather Based Crop Insurance Scheme issued by Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture & Farmers Welfare (DAC&FW), Krishi Bhawan, New Delhi-110001 or any amendments thereof issued by the respective state Government ["notification"]. In case of covered adverse weather perils all the insured cultivators growing the notified crop in a Reference Unit Area(RUA) shall be deemed to have suffered the same level of adverse weather condition & same proportion of crop loss and become eligible for the same rate of claims.
- b) Claims shall be assessed only on the basis of weather data recorded by the notified RWSs or BWS, as the case may be, and the claims process shall commence once the weather data is received by the company. The weather data providers should ensure that the exposure conditions of AWS, their standardization / calibration, maintenance and weather data transmission meet the guidelines issued by the Government.

- c) Claims processing shall be strictly as per the insurance term sheets, payout structure and the Scheme provisions. Claims shall be worked out as per the Insurance Declarations received from the Nodal Branches/ Nodal Banks for each notified area and crop.
- d) All standard Claims shall be processed and paid within 45 days from the end of the risk period. The product will follow the operational guidelines as issued by Government of India time to time. Further verification & collection of relevant documents / papers, if required, in respect of affected farmers shall be completed within a period of 30 days from payment of standard claims of season.
- e) The Company Shall verify about the insured farmers, crops & areas before approaching the Government for release of Subsidy. Cases of area discrepancies under WBCIS will be settled as per procedure, and such cases should be settled within a maximum period of three months from closing of crop season.
- f) Disputed claims / sub-standard claims, if any, shall be referred through State Government to DAC&FW for disposal by the company and the decision or any interpretation of DAC&FW of provisions of scheme or disputes shall be binding on all concerned.
- g) Claims will be paid by the Company only after receipt of the full premium.

If observed index value falls below or above, (as the case may be) the notified trigger value, then claims per unit shall be calculated using following formula depending upon index definition:

**Claims per Unit = (Difference between Observed & Notified index values) X Notional Payout**

Overall claims will be 'Claims per Unit' X 'Number of units'

#### **Important Conditions / Clauses Applicable for Coverage of Risks:**

- 1. In case of any substantial misreporting by bank branch/ cooperative nodal bank/ PACS particularly of compulsory farmers coverage, the concerned bank only shall be liable for such misreporting.
- 2. Insured / applicant must have insurable interest. Mere sanctioning / disbursement of crop loans and submission of proposals / declarations and remittance of premium by farmer / bank, without explicit intent to raise the crop, does not constitute acceptance of risk by the company.

#### **Conditions precedent to the contract:**

- 1. Issuance of Notification by State Government / Union Territories for implementation of the scheme (RWBCIS) will imply their acceptance of all provisions, modalities and guidelines of the Scheme. The main conditions relating to RWBCIS which are binding on States/ Union Territories.
- 2. Whenever banks sanction loan for a notified crop in a notified area, the crop loan amount only to the extent of Scale of Finance for notified crops and acreage of individual notified crops of loanee

farmers shall be taken into consideration for compulsory coverage, as per seasonality discipline.

- 3. Crop loans through Kisan Credit Cards (KCC) are covered under compulsory coverage.
- 4. Bank branch will apportion coverage among insurable crops, based on acreage mentioned in loan application or on the basis of actual area sown as declared by the farmer subsequently.
- 5. Bank branches of commercial banks and RRBs/ Nodal Bank in case of PACS under its jurisdiction shall consolidate insurance proposals/statements from their bank branch/ PACS under its jurisdiction, respectively and forward the same to insurance company along with details of remittance/ RTGS towards insurance premium, in accordance with cut off dates, as specified by SLCCCI for that particular crop and season.

#### **Non-loanee farmers (Optional coverage) through Channel partners**

- 6. Farmers desirous of availing insurance shall fill up Proposal Form of the Scheme and submit the same to nearest bank branch or authorized channel partner or insurance intermediaries of insurance company.
- 7. In case channel partner is a Bank, farmers will submit duly filled up proposal form in the village branch of a Commercial Bank (CB) or Regional Rural Bank (RRB), or PACS (DCCB) with requisite insurance premium amount.

#### **Non-loanee Farmers (Optional coverage) - directly to Insurance companies**

- 8. Non-Loanee farmer may submit insurance proposals personally / through post to insurance company with requisite premium.
- 9. Insurance companies retain the right to accept or reject insurance proposal(s) in case proposal is incomplete, not accompanied by necessary documentary proof or insurance premium ordinarily, within one month of receipt of proposal by Insurance Companies. If the proposal is rejected the insurance company will refund full collected premium.

#### **Conditions applicable during the contract:**

The grounds for cancellation of the policy can be only on the grounds of mis – representation, non-disclosure of material facts, fraud or non-operation of the insured.

#### **Conditions when a claim arises:**

- 1. All claims arising out of adverse weather incidence will be settled strictly as per the terms and conditions of the scheme mentioned in the notification. In case of adverse/ weather incidence all the insured cultivators growing the notified crop in a RUA will be deemed to have suffer the same level of adverse weather conditions and same proportion of crop loss and become eligible for the same rate of claims.



2. Claims will be assessed only on the basis of weather data recorded by the notified automated weather stations, as the case may be, and the claims processed will commence once the weather data is commenced.
3. Claims processing will be strictly as per the insurance term sheets, payout structure and the scheme provisions.
4. Claims will be worked out as per the insurance declarations received from the nodal branches/banks for each notified area and crop.
5. All standard Claims will be processed and paid within 45 days from the end of the risk period. The product will follow the operational guidelines as issued by Government of India time to time. Further verification & collection of relevant documents / papers, if required, in respect of affected farmers shall be completed within a period of 30 days from payment of standard claims of season.
6. Claims will be paid by the Company only after receipt of the full premium.

#### Conditions for renewal of the contract:

1. Renewal of the policy is not applicable.
2. The product will follow the operational guidelines as issued by Government of India time to time

#### 5. GENERAL CONDITIONS APPLICABLE TO THE POLICY:

##### 5.1 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.

##### 5.2 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 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.
- (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 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 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.

### 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, misdescription 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 by fax and in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require ensuring 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. Notice of charge etc.:

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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.

#### 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.

#### 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 of 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 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 Tata 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. 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 Schedule.
- 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. 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.

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.

#### 10. 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.

#### 11. Condition of Average:

If the Insured property/crop 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 ratable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

#### 12. 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 ratable proportion of any loss or damage.

#### 13. 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.

#### 14. 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.

#### 15. 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 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 preferable 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.

#### 16. 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 the Schedule.

In case of the Company:

TATA AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A,  
15<sup>th</sup> Floor, G.K. Marg, Lower Parel, Mumbai – 400013

Toll free Number: 1800 266 7780

Fax Number: 022 66938170

Email ID: [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

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.

#### 17. 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

## Grievance Redressal Procedure

Tata AIG General Insurance Company Limited Customer Grievance Redressal Policy Grievance lodgment stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

Call us 24X7 toll free helpline 1800 266 7780 or 022-66939500 (toll free) or you may email to the customer service desk at [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

#### Nodal Officer

Please visit our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

#### Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

#### Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not



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get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA of India under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

## INSURANCE OMBUDSMAN CENTRES

| SN | Centre      | Address & Contact   | Jurisdiction of Office Union Territory, District  |
|----|-------------|---|---|
| 1  | Ahemdabad   | Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahemdabad - 380 001.<br>Tel.: 079 - 25501201/02/05/06<br>Email: bimalokpal.ahmedabad@cioins.co.in   | Gujarat, Dadra & Nagar Haveli, Daman and Diu  |
| 2  | Bengaluru   | Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078.<br>Tel.: 080 - 26652048 / 26652049<br>Email: bimalokpal.bengaluru@cioins.co.in | Karnataka   |
| 3  | Bhopal      | Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003.<br>Tel.: 0755 - 2769201 / 2769202<br>Email: bimalokpal.bhopal@cioins.co.in                      | Madhya Pradesh, Chhattisgarh  |
| 4  | Bhubaneswar | Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar - 751 009.<br>Tel.: 0674 - 2596461 /2596455<br>Email: bimalokpal.bhubaneswar@cioins.co.in   | Odisha  |
| 5  | Chandigarh  | Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017.<br>Tel.: 0172 - 2706196 / 2706468<br>Email: bimalokpal.chandigarh@cioins.co.in                                | Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh |

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| 6  | Chennai   | Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018.<br>Tel.: 044 - 24333668 / 24335284<br>Email: bimalokpal.chennai@cioins.co.in                              | Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)             |
| 7  | Delhi     | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002.<br>Tel.: 011 - 23232481/23213504<br>Email: bimalokpal.delhi@cioins.co.in  | Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh |
| 8  | Guwahati  | Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001 (ASSAM).<br>Tel.: 0361 - 2632204 / 2602205<br>Email: bimalokpal.guwahati@cioins.co.in                   | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura         |
| 9  | Hyderabad | 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.<br>Tel.: 040 - 23312122<br>Email: bimalokpal.hyderabad@cioins.co.in | Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry          |
| 10 | Jaipur    | Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.<br>Tel.: 0141 - 2740363<br>Email: bimalokpal.jaipur@cioins.co.in   | Rajasthan   |
| 11 | Ernakulam | Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.<br>Tel.: 0484 - 2358759 / 2359338<br>Email: bimalokpal.ernakulam@cioins.co.in                           | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry                   |

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| 12 | Kolkata | Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in                   | West Bengal, Sikkim, Andaman & Nicobar Islands  |
| 13 | Lucknow | Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Nawal Kishore Road, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in                         | Districts of Uttar Pradesh Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar |
| 14 | Mumbai  | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in | Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)   |

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|----|-------|---|--|
| 15 | Noida | Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in   | State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur |
| 16 | Patna | Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in   | Bihar, Jharkhand   |
| 17 | Pune  | Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in | Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)   |

## Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015.

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.