`Weather Insurance'

(Sample wording; to be finalized with the consultation of reinsurer)

Preamble

Whereas the Insured (hereinafter called "You/ Yours") named in the Schedule hereto by a proposal and declaration together with any statement, report and/or other document has applied to the SBI General Insurance Company Limited (hereinafter called the 'Company/ We/ Our/ Us') and has paid the premium as consideration for insurance in respect happening of an event upon which one or more benefits become payable under this Policy during the period of Insurance stated in the Schedule.

Scope of Cover

The Company hereby agree, subject to the terms, conditions and exclusions herein contained, or otherwise expressed herein, to compensate You, in the manner specified in the Schedule, against any significant deviation in the specified Weather Index as stated therein, within the specified geographical location and specified time period, subject to a maximum of the Sum Insured stated in the Schedule of this Policy.

Definitions

1. Proposal: means any signed Proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to The Company by You or on Your behalf.

2. Policy: means the Policy wording, the Schedule and any applicable Endorsement or memoranda.

3. Schedule: means the latest Schedule issued by the Company as part of Your Policy. It provides details of the level of cover You have.

4. Endorsement: means any alteration made to the Policy which has been agreed to by The Company in writing.

5. Sum Insured: means the monetary amount of coverage mentioned in the Schedule of the Policy. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.

6. Insured Person: means the persons who are incorporated in the Schedule for the purpose of insurance coverage.

7. 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.

8. Policy Period: means the period commencing from the effective date and hour as shown in the Policy Schedule and terminating at midnight on the expiry date as shown in the Schedule.

9. IMD: means the Indian Meteorological Department, Government of India including its network of Regional Meteorological Centres, Meteorological Centres and Observatories and other such Weather Stations (conforming to IMD norms) which collaborate with IMD in observing, recording and storing weather data.

10. Weather Index: means the mathematical concept on the basis of which Policy is issued. Weather Index would be constructed with any one or a combination of the following weather parameters (this will be specified for each individual Policy under section "Coverage

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Details" in the Schedule):

a. Precipitation

b. Temperature

c. Humidity

d. Fog

e. Snowfall

f. River flow

g. Wind Velocity

h. Hailstorm

i. Any other weather parameters that are measureable

11. Reference Weather Station: means the primary weather station as specified in the Schedule, the weather data of which would be utilised to compute the Observed Weather Index during the Policy Period for the purpose of claims calculation and settlement under the policy.

12. Backup Weather Station: means the secondary Weather Station as defined in the Schedule, the weather data of which will act as a substitute for the Missing Data, if any, of the Reference Weather Station.

13. Missing Data: means the specified weather data for any particular period or sub-period which has officially been reported by the authorized data provider as not recorded or not available or wrongly recorded.

14. Notional: means the agreed amount, which shall be paid as compensation to the Insured per unit deviation in Weather Index (To be specified for each Policy under section "Coverage Details" in the Schedule).

15. Observed Weather Index: means the observed value of the Weather Index based on Actual Weather Data of the cover period, which observed value will be used for determining the claims amount, during the Period of Insurance.

16. Actual Weather Data: means the weather data of Reference Weather Station or Backup Weather Station as the case may be, for the Policy Period as obtained from the authorized data provider.

17. Authorized Data Provider: means an agency which has installed the Reference or Backup Weather Station and has been authorized to provide data for the same for the purpose of calculation and settlement of the claim.

18. Claim Trigger: means the threshold value of the Weather Index, as defined in the Schedule, beyond which a claim will first become payable under the Policy as per the Claim Payout Table specified in the Schedule.

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GENERAL EXCLUSIONS

The Company will not pay for

1. War Risk: Loss as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, civil commotion, loot or pillage in connection therewith.

2. Nuclear Risk: Any loss to property, consequential loss, legal liability or bodily injury, illness, disease directly or indirectly caused by or contributed to or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or hazardous properties of any nuclear assembly or nuclear component.

3. Consequential Loss: Consequential loss of any kind or description.

4. Expenses Incurred: Any expenses whatsoever incurred by an Insured Person in connection with or in respect of any loss, howsoever caused, even if such loss results in diminished agricultural output/ yield.

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

CLAIM PROCEDURE AND REQUIREMENTS

1. Claim Control

The Company is entitled to

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

b. Receive all necessary information, proof of landholding, crop sowing etc and necessary assistance from You and/ or any other Insured Person seeking benefit under this Policy.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by You that You or any Insured Person is making no claim under the Policy; or if any claim has been made, until such claim is finally determined or withdrawn. The Company 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 the Company in the exercise of the aforesaid powers, all benefits under the Policy shall be forfeited at Our option.

2. Claim Assessment

On receipt of the certified weather date from authorized reference weather station if it is found 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, claim will be investigated and the compensation amount will be assessed.

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.

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You are not required to give claim intimation to company. The company shall also not be under any obligation to provide any written communication to the insured/Beneficiary stating that no compensation is payable.

Duties of Insured/ Insured Person

You will be required to submit to the Company all reasonable information, assistance and necessary proofs in connection with any claim if required and upon the written request of the Company.

GENERAL CONDITIONS

1. Notice

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

2. Mis-description

   This Policy shall be void and all premium paid by You to the Company shall be forfeited in the event of misrepresentation, misdescription, concealment or non disclosure of any material information.

3. Changes in Circumstances

   You must inform the Company, as soon as reasonably possible, of any change in information You have provided to the Company about Yourself, Your landholding etc. In case of such alteration or changes made and not accepted by the Company in writing, all covers under this Policy shall cease.

4. Fraud

   If a claim is fraudulent on account of fraudulent means or actions used by You, all benefits and rights under the Policy shall be forfeited ab-initio.

5. Cancellation

   The Company may cancel this Policy by sending 15 days notice in writing to You at Your last known address. You will then be entitled to a pro rata refund of premium for the unexpired period of this Policy from the date of cancellation, which the Company is liable to repay on demand.

   Such cancellation will be on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

   You may cancel this Policy by sending written Notice to the Company. the Company will then allow a refund after retaining the premium based on the following Short Period scale.

Cancellation Period	Refund
Within One Week of inception of cover	25% of premium
Beyond One Week of inception of cover	Nil

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6. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or issuing office in all matters pertaining to this insurance.

7. Protection of Policy Holder's Interest

In the event of a claim, if the same is found admissible under the Policy, the Company shall make an offer of settlement or convey the rejection of the claim within 30 days of receipt of all relevant documents and Investigation/ Assessment Report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7 days of Your acceptance of Our offer.

8. Substitution of Missing Data

In the event that the IMD reports Missing Data in respect of the reference Weather data for particular day(s) in a Sub-period for the Primary Weather Station, then the Missing Data for such day(s) will be substituted by the reference Weather data of the Alternate Weather Station for the same calendar day(s).

9. Insurable Interest.

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 the Company such title deeds and other documents as may be required by the Company for verification of the Insured Person's ownership of the agricultural land. The due observance and fulfilment of the above shall be a condition precedent for settlement of any claim under this Policy.

10. Change in Insurable Interest.

You/transferee will intimate the transfer of interest to the Company. In case such transfer of interest is not accepted by the Company in writing, all covers under this Policy shall cease.

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Grievances:

The Grievance Redressal Cell of the SBI General looks into complaints from Insured. The Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance. Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears on companies website.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance.

List of Ombudsman offices with contact details are attached for ready reference. For updated status, please refer to website www.irdaindia.org.

Offices	Areas of Jurisdiction	Addresses of the Ombudsman Offices
Ahmedabad	Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
Bhopal	Madhya Pradesh and Chattisgarh.	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email:insombmp@satyam.net.in
Bhubaneswar	Orissa.	62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220 Fax: 0674-2531607 Email:susantamishra@yahoo.com, ioobbsr@vsnl.net
Chandigarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
Chennai	Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
Delhi	States of Delhi and Rajasthan.	2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
Hyderabad	Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	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:insombud@hd2.vsnl.net.in
Kochi	Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
Kolkata	West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
Lucknow	Uttar Pradesh and Uttaranchal.	Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
Mumbai	Maharashtra and Goa.	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:ombudsman.i@hclinfinet.com
Guwahati	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION