



RAINFALL INDEX INSURANCE POLICY

HDFC Ergo General Insurance Company Limited (“HDFC-ERGO”), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, 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 HDFC-ERGO 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 premiums, 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 and Annexure(s) with all their parts or endorsed thereon, that on proof to the satisfaction of HDFC-ERGO that an Insured Event has occurred during the Policy Period, amount or amounts not exceeding Total Sum Insured in the aggregate, shall be paid to the Insured by HDFC-ERGO.

Schedule

Policy No.	Issued at	Stamp duty
1.	Name of the Insured	
2.	Mailing Address of the Insured	
3.	Name and Mailing Address of Bank / person having financial interest in subject matter of insurance	
4.	Details of crop/area to be insured - Pls. See annexure 1	
5.	Crop Cultivated (or to be Cultivated)	
6.	Insured’s Trade or Business	
7.	Period of Insurance (Policy Period)	
8.	Total Sum Insured	
9.	Total Premium	
	Basic premium	(Rs.)
	Extension premium	(Rs.)
	Total premium	(Rs.)
	Add: Service Tax (inclusive of Education Cess)	(Rs.)
	Total Amount	(Rs.)



Signed for and on behalf of the HDFC Ergo General Insurance Company Limited, at _____ on this date _____

Authorised Signatory

Definitions

- 1) "Actual Total Rainfall Index" shall mean the total actual rainfall recorded at the Reference Weather Station during the Reference Period.
- 2) "Farmer" shall mean a person identified as such in Annexure 1 to the Policy.
- 3) "Insured Event" shall mean notification by the Insured to HDFC-ERGO within the time frame specified in sub-clause (a) under sub-head "Claims Procedure" reporting a Rainfall Deficit alongwith the necessary information / documentation as stipulated in the aforesaid sub-clause (a).
- 4) "Normal Rainfall Index" shall mean the normal rainfall anticipated by the Reference Weather Station or rainfall required for the Specified Crop to attain normal yields in a particular geographical location and shall, for the purposes of this Policy, be "*<to be specified for each individual Policy>*" mm.
- 5) "Rainfall Deficit" shall mean a situation where the Actual Total Rainfall Index during the Reference Period was lower than the Normal Rainfall Index.
- 6) "Reference Period" shall mean the period from _____ to _____ "*<to be specified for each individual Policy>*"
- 7) "Reference Weather Station" shall mean the "*<to be specified for each individual Policy>*", _____ *<address and World Meteorological Organisation number to be specified for each individual Policy>*
- 8) "Specified Area" shall mean cultivable land area specified as such in Annexure 1 to the Policy and identified in relation to a Farmer.
- 9) "Specified Crop" shall mean the type of crop specified as such in Annexure 1 to the Policy which shall be cultivated by a Farmer on the Specified Area.
- 10) "Standard Loss Rate" shall mean an amount of Rs. _____ "*<to be specified for each individual Policy>*" which shall be paid as compensation to the Insured per mm of Rainfall Deficit.
- 11) "Sum Insured" means and denotes the amount stated in Annexure 1 to the Policy which shall be the maximum amount payable to a Farmer by the Insured on receipt of such



amount from the Insurer for the benefit of the Farmer upon the occurrence of an Insured Event. The Sum Insured for a Farmer shall stand automatically reduced by the amount of claim paid to the Insured by HDFC-ERGO for the benefit of the said Farmer.

- 12) "Total Sum Insured" means the amount mentioned in the Schedule to the Policy which is the maximum amount payable as a whole under the Policy for all the insured perils during the Policy Period as mentioned in the Schedule to the Policy. Total Sum Insured shall stand automatically reduced by the amount of claims paid under the Policy.

PROVIDED THAT a claim under this Policy shall be payable subject to the terms, conditions and exclusions contained herein or endorsed hereon if the Farmer suffers a loss during the Policy Period on account of diminished agricultural output or yield of the Specified Crop cultivated on the Specified Area due to Rainfall Deficit.

Exclusions

1. HDFC-ERGO shall not be liable to make any payment under this Policy to reimburse any expenses or indemnify any loss, howsoever caused, other than on account of a Rainfall Deficit even if such loss results in diminished agricultural output/yield of the Specified Crop cultivated on the Specified Area.
2. HDFC-ERGO shall not be liable to pay any amount under the Policy in the event the Actual Total Rainfall Index is greater than the Normal Rainfall Index.
3. HDFC-ERGO shall not be liable to make any payment under the Policy in relation to a Farmer in the event of Rainfall Deficit if the Specified Area identified with the said Farmer is irrigated or has access to water from natural or man made sources including rivers, ponds, wells, watercourses, lakes, tanks, canals, etc.

Basis of assessment of claims

In the event of a Rainfall Deficit, the claim amount or amounts payable to the Insured shall be the Standard Loss Rate multiplied by difference in Normal Rainfall Index and the Actual Total Rainfall Index and shall not in the aggregate, exceed the Total Sum Insured specified in the Schedule hereto.

Claim Procedure

The procedure for lodging the claim shall be as under:

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

- (a) The Insured shall deliver to HDFC-ERGO, irrespective of the date on which the event giving rise to a claim under this Policy shall have come to his/her/its knowledge, not earlier than the expiry of the Policy Period specified the Schedule hereto and no later than 60 (Sixty) days after the expiry of the Policy Period, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim. The Insured shall simultaneously



furnish a certificate in original issued by the Reference Weather Station confirming the Actual Total Rainfall Index.

- (b) The Insured shall submit to HDFC-ERGO all reasonable information, assistance and proofs in connection with any claim hereunder. If required by HDFC-ERGO, the Insured will also make a declaration on oath in the legal form desired by HDFC-ERGO affirming the truth of the claim and of any matters connected therewith.

General Conditions

1. Limitation Period

In no case whatsoever shall HDFC-ERGO be liable for any loss or damage after the expiration of 12 months from the time period as specified for lodging of the claim of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if HDFC-ERGO shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

2. Legal Ownership

During the period of this policy, the Farmer shall possess all legal ownership rights with regard to the Specified Area and the Specified Crop. The Insured shall provide to HDFC-ERGO upon request, such title deeds and other documents as may be required by HDFC-ERGO to establish the said legal ownership rights of the Farmer(s) over the Specified Area and Specified Crop. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

3. Incontestability and Duty of Disclosure

The Policy shall be null and void, no benefit shall be payable and all premiums paid hereon shall be forfeited 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/her/its behalf to obtain any benefit under this Policy.

4. 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 HDFC-ERGO to make any payment under this Policy.



5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow HDFC-ERGO inspection of such records and furnish such information as may be requested by HDFC-ERGO. This obligation of the Insured shall survive the expiry of Policy Period.

6. No constructive Notice

Any of the circumstances in relation to these General Conditions coming to the knowledge of any official of HDFC-ERGO shall not be notice to or be held to bind or prejudicially affect HDFC-ERGO notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

HDFC-ERGO shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to HDFC-ERGO.

8. Special Provisions

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

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 submit a claim form in accordance with the 'Claim Procedure' clause as provided hereinabove.

If the Insured does not comply with the provisions of this clause or other obligations cast upon the Insured under any other clauses referred to herein or in any of the Policy documents, all benefits under the Policy may be forfeited, at the sole option of HDFC-ERGO.

10. 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 behalf to obtain any benefit under this Policy, or if a claim is made and rejected on the grounds of fraud 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.



11. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and HDFC-ERGO to be subject to Indian Law. Subject to the provision of sub clause 12 hereinafter, each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

12. Arbitration clause

If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by HDFC-ERGO and the Insured within 30 days after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force.

In case either HDFC-ERGO or the Insured refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator to arbitrate on the disputes between HDFC-Ergo and the Insured.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of HDFC-ERGO which is currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai - 400 021.

13. Notices

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

In case of the Insured, at the address specified in the Schedule.

In case of HDFC-ERGO:

HDFC Ergo General Insurance Company Limited
5th Floor, Express Towers
Nariman Point, Mumbai 400 021



Notice and instructions will be deemed served seven days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

14. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the office of HDFC-ERGO at the address specified hereinbefore, during normal business hours.

15. Ombudsman

Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss suffered by the insured as a direct consequence of the insured peril or Rs. 20 lakhs Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

Ombudsman Offices	
Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU - Smt. Neerja Shah 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. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh Chattisgarh.
BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park,	Orissa.



<p>Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in</p>	
<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.</p>
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in</p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>
<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p>	<p>Delhi.</p>
<p>GUWAHATI - Shri Kiriti .B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri I. Suresh Babu 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. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>



<p>Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, 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.</p>
<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth,</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>



Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	
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16. Agreed Bank Clause¹

It is hereby declared and agreed:-

- (a) That upon any monies becoming payable under this Policy the same shall be paid by HDFC-ERGO to the Bank² ("Bank" shall mean any person having financial interest in the insured property) 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 HDFC-ERGO 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 HDFC-ERGO 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 HDFC-ERGO 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 by reason of non-exercise of duty of reasonable care except where a breach of this duty of reasonable care 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 without the knowledge of the Bank provided always that the Bank shall notify HDFC-ERGO of any 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 HDFC-ERGO the necessary

¹ In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

² The Bank shall mean the first named Financial Institution/ Bank named in the Policy.



additional premium from the time when such increase of risks first took place, and

(f) It is further agreed that whenever HDFC-ERGO shall pay the Bank any sum in respect of loss under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, HDFC-ERGO 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 Insured or Farmers or any other party or parties insured hereunder or from any securities or funds available.

17. This Policy shall cease to be in force if the Insured's interest in the Policy shall pass from the Insured to any other person otherwise than by will or operation of law, unless notice thereof be given to HDFC-ERGO in writing, and the subsistence of the insurance in favour of such other person be declared by a memorandum endorsed hereon by or on behalf of HDFC-ERGO and if in HDFC-ERGO's sole opinion, the situation presents an enhanced risk, HDFC-ERGO shall have the option to either charge extra premium which in its sole discretion shall be suitable, or refuse to continue the insurance cover and forfeit the unexpired premium.

18. Reasonable Care

The Insured shall take and cause the Farmers to take all reasonable steps and safeguards within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to minimize any claim arising out of an insured peril. If the Insured, Farmers or any person on their behalf does not comply with the conditions of the Policy or hinder or obstruct HDFC-ERGO in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of HDFC-ERGO.



19. Contribution

If at the time of happening of any loss covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same risk as is covered under this Policy, whether effected by the Insured or not, then HDFC-ERGO shall not be liable to pay or contribute more than its ratable proportion of any loss.

20. Subrogation

The Insured and any claimant under this policy shall at the expense of HDFC-ERGO do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by HDFC-ERGO for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which HDFC-ERGO shall be or would become entitled or subrogated upon HDFC-ERGO paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by HDFC-ERGO.

21. Burden of Proof

In any action, suit or other proceedings where HDFC-ERGO alleges that by reason of the provisions hereof, any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

22. Cancellation

HDFC-ERGO may at any time, cancel this policy, by giving seven days notices in writing by Regd. A/D. to the Insured at his last known address in which case HDFC-ERGO shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

The Insured may also give seven days notice in writing, to HDFC-ERGO, for the cancellation of this policy, in which case HDFC-ERGO shall retain premium for the period this policy has been in force at the HDFC-ERGO's short period scales (Table given herein below), provided no claim has occurred up to the date of cancellation of this Policy. However, if a claim is made under the Policy, HDFC-ERGO will retain the entire premium.

Table of Short Period Scales	
Period of Risk (Not exceeding)	Premium to be retained (% of the Annual Rate).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
3 Months	60%
6 Months	75%
8 Month	85%
Exceeding 8 months	Full Annual Premium



23. HDFC-ERGO shall not be bound to accept renewal of this Policy or give notice that such is due. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
24. No sum payable under this Policy shall carry any interest or penalty.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION



Rainfall Index Insurance

Season/Year		Week: Date	to Date		Specified Crop
District		Mandal / Hobli / Block / Taluka			Reference Weather Station (IMD Station)

Farmer's Name	Father's Name	Village Name	Specified Area		Sum Insured (in Rs.)	Total premium (in Rs.)	Subsidy (in Rs.)	Net Premium (in Rs.)	Bank Account Number	Confirmation certificate no.
			Survey Number	Area (in Hect.)						