DIGIT PARAMETRIC INSURANCE POLICY

POLICY WORDINGS

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A. PREAMBLE

Whereas the Insured (You) named in the Policy Schedule has made a proposal to Go Digit General Insurance Ltd. (hereinafter called the Company/DIGIT/Us), which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, warranties and limitations, to indemnify the Insured in excess of the deductible amount, against the perils covered and specified in the Policy Schedule.

B. DEFINITIONS

- 1. **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.
- 2. **Backup/Alternate Data Provider** means the secondary data provider which will act as a substitute for the missing data, if any, of the Reference Data Provider.
- 3. **Bank** means the first named Financial Institution/ Bank named in the policy, which is 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.
- 4. **Certificate of Insurance** means the document issued by the Company to the Insured Beneficiary under the Terms and Conditions of Group Policy detailing the Group Policy number, Strike, Exit, Notional Payment, Sum Insured with the commencement date and expiry date of the cover, Insured Beneficiary's name, address, Deductible, condition(s), Exclusions and or endorsement(s), and the terms and conditions of the coverage.
- 5. **Deductible** means the amount or percentage of an insurance claim as stated in the Schedule, which shall be borne by the Insured in respect of any claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the Deductible.
- 6. **Endorsement** means any alteration made to the policy which has been agreed to by the Company in writing.
- 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. **Exit / Exit Index** shall mean the Observed Index level at which the Insured becomes eligible for full Sum Insured under the Policy Period/ Index Risk Period/ Index Phase Period as defined under the Policy.
- 9. **Index** shall mean the mathematical construct of parameter(s) specified in the Policy Schedule or Term Sheet on the basis of which Policy is issued. Index would be constructed with any one or a combination of parameters (this will be specified for each individual Policy under section "Coverage Details" in Schedule):
 - i. Rainfall (Deficit /Excess/Unseasonal/Dry Spells/Rainy Days/Dry Days)
 - ii. Temperature (High/Low)
 - iii. Relative Humidity
 - iv. Wind speed
 - v. Solar Radiation or Sun Shine
 - vi. Fog
 - vii. Hailstorm
 - viii. Snow
 - ix. A combination of the above
 - x. Any other parameter that are measurable

- 10. **Index Risk Period** means the subdivision of the Policy Period for the defined Index, with a start date and end date included within the Policy Period as specified in Policy Schedule or Term Sheet.
- 11. **Index Phase Period** means the subdivision of the Index Risk Period, with a start date and end date included within the Index Risk Period as specified in Policy Schedule or Term Sheet.
- 12. **Insured Beneficiary** shall mean individual members named in the Certificate of Insurance and who are enrolled under the Group Policy by the Group Manager as per the terms and conditions of Group Policy and Certificate of Insurance.
- 13. **Missing data** means the Index data for any particular period or Policy Period/ Index Risk Period/ Index Phase Period which has not been recorded or having been recorded, but is not available to the Company.
- 14. **Notional Payment** shall mean the agreed amount, which shall be paid as compensation to the Insured for per unit deviation in Index as specified in Policy Schedule or Term Sheet.
- 15. **Observed Index** shall mean the observed value of the Index against the parameter covered in the Policy, which observed value will be used for determining the Strike index or the Exit index, during the Policy Period.
- 16. **Payout** means the pre-agreed sum of amount as specified in the Policy Schedule or Term Sheet paid to the Insured when a claim is triggered and admissible.
- 17. **Policy** means the Proposal, Policy Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy.
- 18. **Policy Period** means the period commencing from the effective date/Risk inception date and time as shown in the Policy Schedule and terminating at midnight on the Risk expiry date as shown in the Policy Schedule or on the termination of insurance as per Cancellation provisions of this Policy wordings.
- 19. Policy Schedule means the Schedule and parts thereof issued to the Insured, Term Sheet, any annexure to it and any other endorsement(s), appended, attached and/or forming part of the Policy. For Group Policy, Policy Schedule shall mean Certificate of Insurance and parts thereof issued to the Insured Beneficiary, Term Sheet, any annexure to it and any other endorsement(s), appended, attached and/or forming part thereof.
- **20. Premium** means the amount You pay Us for this insurance. The Policy Schedule shows the amount of Premium for the Policy Period and all other taxes and levies.
- **21. 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 the Insured or on behalf of Insured.
- **22.** Rainfall means the amount of precipitation measured by the depth.
- 23. **Reference Data Provider** shall mean the source of data (specified in the Policy Schedule) which is commissioned for providing the requisite data for determining the Observed Index, Exit and Strike for payment of compensation and claim settlement under this Policy Policy.
- 24. **Relative Humidity/ Humidity** means the amount of water vapor present in the atmosphere expressed as the percentage of maximum that could be present at the same temperature.

- 25. **Sum Insured** means and denotes the amount of cover available as stated in the Policy Schedule. This is the maximum amount that the Company will pay for each and every claim, and in all, under this Policy.
- 26. **Sunshine Hours** mean climatological indicator, measuring duration of sunshine in given period (usually, a day or a year) for a given location. It is also defined as the period during which direct solar irradiance exceeds the threshold value of watts per square meter as specified in the Policy Schedule or Term Sheet.
- 27. **Temperature** shall mean High Temperature (heat), low temperature (cold).
- 28. Strike shall mean the Observed Index level at which the Insured becomes eligible for claim payment.
- 29. **Term Sheet** shall mean the document attached to and forming part of the Policy Schedule which contains the Index along with the Strike point, Exit point, Notional Payment, Payout, Geographic Area, Policy Period / Index Risk Period/ Index Phase Period and Sum Insured which shall be the basis for claim settlement.
- 30. **Terrorism** means 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 organization(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.
- 31. **Unit** means a unit of measurement (of the insured Index) with a definite magnitude of a quantity, defined and adopted by convention or by law, that is used as a standard for measurement of the same kind of quantity. For example, Celcius is a unit of temperature.
- 32. We, Us, Our(s), Digit, Company, Insurer means Go Digit General Insurance Limited.
- 33. **You, Your, Yours, Yourself, Insured** means the entity(ies) or person(s) whose name specifically appears as Insured in the Policy Schedule.

C. SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and Exclusions herein contained, or otherwise expressed herein, to make such payment as stated in the Policy Schedule to the Insured, in the event of occurrence of Strike or Exit resulting from deviation of Observed Index within the Policy Period/ Index Risk Period/ Index Phase Period (as applicable) if such deviation is as stated in Policy Schedule or Term sheet.

D. EXCLUSIONS

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 the Insured or arising out of or related to:

- 1. Deviation in Observed 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.
- 2. 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 the Schedule within a

specific geographical location and specified time period, unless specifically covered under the Policy and mentioned in the Policy Schedule or Term Sheet.

- 3. Riots, Strike, Malicious Damage, Acts of Terrorism, unless specifically covered under the Policy and mentioned in the Policy Schedule or Term Sheet.
- 4. 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.
- 5. 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, unless specifically covered under the Policy and mentioned in the Policy Schedule or Term Sheet.
- 6. Strike or Exit resulting out of act of god (AOG) perils such as Storm, Cyclone, Tempest, Typhoon, Hurricane, Tornado, Flood, Inundation, Earthquake, Tsunami, Hailstorm etc., unless specifically covered under the Policy and mentioned in the Policy Schedule or Term Sheet.
- 7. An occurrence or outbreak of a pandemic or any infectious or human contagious diseases.
- 8. In case of cover granted for agricultural activities:
 - i. insurance is not valid, if the land is not cultivated during the Policy Period, unless specifically covered under the Policy and mentioned in the Policy Schedule or Term Sheet.
 - ii. Any loss incurred to harvested crops and crops in transit.
- 9. The Company shall not be liable to make any payment to the Insured,
 - i. in the event that the Observed Index is lower than the Strike and where Insured has opted for coverage for an Observed Index exceeding the Strike during the Policy Period and
 - ii. in the event that the Observed Index is greater than the Strike where Insured has opted for coverage for an Observed Index lower than the Strike, during the Policy Period.
- 10. Any loss incurred to other weather index/parameter, other than stated in the schedule or part thereto.

E. CLAIMS PROCEDURE

The basis upon which the Company will assess the claim is as provided below:

- 1. The Company shall procure the certified data of the Authorized Data Provider, who is authorized to maintain such records, as has been explicitly informed and voluntarily accepted by the Insured at the time of inception of the Policy to calculate the deviation in Observed Index.
- 2. Data collected from the Authorized Data Provider shall be the only basis of determining the payments to be made under this Policy and data recorded by institutions or departments other than the Authorized Data Provider as

mentioned in Policy Schedule shall have no bearing on the payments to be made and cannot be hold good for any future disputes.

- 3. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- 4. In the specific geographical location and during the Policy Period as specified in the Policy Schedule, the Observed Index is greater or lower than the Strike, the benefit will be payable to the Insured, subject to a maximum of the Sum Insured.
- 5. Payment shall be made, which will be irrespective of the date on which the event shall have occurred, but not earlier than the expiry of the Index Risk Period/ Index Phase Period as specified in the Policy Schedule.
- 6. On expiry of Index Risk Period/ Index Phase Period, the Company will settle the claim, if any, within sixty days or as specifically mentioned otherwise in the Policy Schedule, subject to receipt of necessary certified data from the Authorized Data Provider.
- 7. In event when there is a deviation in Observed Index as per the data provided by Authorized Data Provider, the Insurer shall calculate the loss as per the payment formula as stated in the Policy Schedule or Term Sheet on the basis of parameter data.
- 8. In event when there is no deviation in the Index parameters as per the Policy terms and conditions, there will not be any claim payable under the policy. The Company shall not be liable to provide any written communication to the Insured.
- 9. Claims, when becoming payable, would be directly paid to the Insured and/or to the concerned Qualified Financial Institution/Bank as mentioned in the Policy Schedule and as per the provision of agreed Bank clause.
- 10. The Company has a right to enter and examine any insured area where claim event has occurred.
- 11. If the data is not available from the Reference Data Provider, then the Backup /Alternate Data Provider data will be used. In case, data from Backup/Alternate Data Provider are also not available, then the data generated through fallback methodology will be used. The fallback methodology is explained below.

<u>Fallback Methodology:</u> If the Authorized Data Provider does not publish the Daily observed data in respect of any calendar day during the Policy Period, the Missing Data shall be replaced with an average value to be calculated as follows:

Any Missing Data shall be replaced with data measured on the corresponding dates of the most recent available mutually agreed (between Insurer and Insured) number of historical years on an iterative basis. If more than one data point is missing for the current year, all the replacement data shall be taken from the same historical year(s), so that if in any historical year data is available for one date corresponding to a missing data point in the current year, but is not available for another Missing Data point, that historical year's data shall not be used as replacement data. Each of the last mutually agreed (between Insurer and Insured) number of historical year's available replacement data shall be applied in turn in place of each of the Missing Data points, and the loss payable under the Policy shall equate to the average of the mutually agreed (between Insurer and Insured) number of amounts (if any) thus indicated as payable.

F. 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, 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) 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.

3) Insurable Interest

During the Period of Insurance, the Insured shall possess all legal ownership rights with regard to the Property / agriculture/ non-agriculture economic activities and events. 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 legal ownership rights over the Property /agriculture/ non-agriculture economic activities and events. The due observance and fulfillment of the above shall be a condition precedent for settlement of any claim under this Policy.

4) 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.

5) 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.

6) Material change

The Insured shall immediately notify the Company 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 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.

7) 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.

8) 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.

9) 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.

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.

11) Overriding effect:

The terms and conditions contained herein of the Policy 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 of these term and condition with the scope of cover contained the Policy Schedule, then the term(s) and condition(s) contained herein shall be read in consonance with the scope of cover/terms and conditions contained in the Policy Schedule and these terms and conditions shall be deemed to be modified accordingly or superseded by the Policy Schedule, in case of inconsistency being irreconcilable.

12) 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.

- 13) 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 subject matter of this insurance, 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.
- 14) 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, all benefits under this Policy shall be forfeited.

15) Cancellation/termination of Policy:

The Company may at any time, cancel this Policy, by giving 15 days notice in writing to the Insured. In such an event, the company shall refund to the insured full premium in respect of those sections of this policy for which the risks are yet to commence. For the avoidance of doubt, no cancellation will be allowed for those sections of risks which have already expired and/or are already in force as on date of request for cancellation and the company shall remain liable to make benefit payments, if applicable, to the insured in respect of such sections. Under normal circumstances, the Company will not cancel the policy except for reasons of mis-representation, fraud, non-disclosure of material facts, non-cooperation of the Insured or if any false statement, or declaration is made or used.

The Insured may also give 15 days notice in writing, to the company, for the cancellation of this policy. In such case, the insured shall be entitled to a refund of seventy five percent (75%) (unless specifically mentioned otherwise in the Policy Schedule) of premium in respect of those sections of the policy for which the risk are yet to commence. For the avoidance of doubt, no cancellation will be allowed for those sections which have already expired and/or are already in force as on date of request for cancellation and the Company shall remain liable to make benefit payments, if applicable, to the insured in respect of such sections.

16) Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due.

17) Notices

- a. Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Policy Schedule.
- b. Any and all notices and declarations for the attention of the Insured shall be posted to his/her address stated in the Policy Schedule.
- **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 such dispute to a Court of competent jurisdiction in India 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.

19) Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

G. CUSTOMER GRIEVANCE REDRESSAL POLICY

We are 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 call Our 24X7 Toll free number 1800-258-5956 or You may email to the customer service desk at hello@godigit.com. After investigating the matter internally and subsequent closure, We will send Our response.

If You do not get a satisfactory response from Us and You wish to pursue other avenues for redressal of grievances, You may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council for Insurance Ombudsman

Office Location	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman,	Gujarat,
	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road,	Dadra & Nagar Haveli,
	Ahmedabad – 380 001.	Daman and Diu.
	Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU	Office of the Insurance Ombudsman,	Karnataka.
	Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19,	
	24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078.	
	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	
BHOPAL	Office of the Insurance Ombudsman,	Madhya Pradesh
	Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office,	Chhattisgarh
	Near New Market, Bhopal – 462 003.	
	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203	
	Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman,	Orissa.
	62, Forest park, Bhubneshwar – 751 009.	
	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429	
	Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH	Office of the Insurance Ombudsman,	Punjab, Haryana (excluding
	S.C.O. No. 101, 102 & 103, 2nd Floor,	Gurugram, Faridabad, Sonepat and
	Batra Building, Sector 17 – D, Chandigarh – 160 017.	Bahadurgarh)
	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274	Himachal Pradesh, Union
	Email: bimalokpal.chandigarh@cioins.co.in	Territories of Jammu & Kashmir,
		Ladakh & Chandigarh.

CHENNAI	Office of the Insurance Ombudsman,	Tamil Nadu, Tamil Nadu
CHLININAL	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Puducherry Town and
	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664	Karaikal (which are part of
	Email: bimalokpal.chennai@cioins.co.in	Puducherry)
DELHI	Office of the Insurance Ombudsman,	Delhi &
	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Following Districts of Haryana -
	Tel.: 011 - 23232481/23213504	Gurugram, Faridabad, Sonepat &
	Email: bimalokpal.delhi@cioins.co.in	Bahadurgarh.
GUWAHATI	Office of the Insurance Ombudsman,	Assam, Meghalaya, Manipur,
001171117111	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road,	Mizoram,
	Guwahati – 781001(ASSAM).	Arunachal Pradesh,
	Tel.: 0361 - 2632204 / 2602205	Nagaland and Tripura.
	Email: bimalokpal.guwahati@cioins.co.in	Nagarana ana mpara.
HYDERABAD	Office of the Insurance Ombudsman,	Andhra Pradesh,
THELITIE	6-2-46, 1st floor, "Moin Court",	Telangana,
	Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,	Yanam and
	Hyderabad - 500 004.	part of Union Territory of
	Tel.: 040 – 23312122 Fax: 040 - 23376599	Puducherry.
	Email: bimalokpal.hyderabad@cioins.co.in	ruducherry.
JAIPUR	Office of the Insurance Ombudsman,	Paiasthan
JULOU	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan.
	Tel.: 0141 – 2740363 Email: bimalokpal.jaipur@cioins.co.in	
EDNIAKIII ANA	, , , -	Karala
ERNAKULAM	Office of the Insurance Ombudsman,	Kerala,
	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.	Lakshadweep,
	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336	Mahe-a part of Union Territory of
KOLKATA	Email: bimalokpal.ernakulam@cioins.co.in	Puducherry.
KOLKATA	Office of the Insurance Ombudsman,	West Bengal,
	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	Sikkim,
	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341	Andaman & Nicobar Islands.
LUCKNOW	Email: bimalokpal.kolkata@cioins.co.in	Districts of Hittory Dury death
LUCKNOW	Office of the Insurance Ombudsman,	Districts of Uttar Pradesh :
	6th Floor, Jeevan Bhawan, Phase-II,	Lalitpur, Jhansi, Mahoba, Hamirpur,
	Nawal Kishore Road, Hazratganj,	Banda, Chitrakoot, Allahabad,
	Lucknow - 226 001.	Mirzapur, Sonbhabdra, Fatehpur,
	Tel.: 0522 - 2231330 / 2231331	Pratapgarh, Jaunpur, Varanasi,
	Fax: 0522 - 2231310	Gazipur, Jalaun, Kanpur, Lucknow,
	Email: bimalokpal.lucknow@cioins.co.in	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.
MUMBAI	Office of the Insurance Ombudsman,	Goa,
	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Mumbai Metropolitan Region
	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052	excluding Navi Mumbai & Thane.
	Email: <u>bimalokpal.mumbai@cioins.co.in</u>	
NOIDA	Office of the Insurance Ombudsman,	State of Uttaranchal and the
	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15,	following Districts of Uttar Pradesh
	Distt: Gautam Buddh Nagar,	Agra, Aligarh, Bagpat, Bareilly,
	U.P-201301.	Bijnor, Budaun, Bulandshehar,
	Tel.: 0120-2514252 / 2514253	Etah, Kanooj, Mainpuri, Mathura,
	Email: bimalokpal.noida@cioins.co.in	Meerut, Moradabad,
		Muzaffarnagar, Oraiyya, Pilibhit,
		Etawah, Farrukhabad, Firozbad,
		Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad,

		Sambhal, Amroha, Hathras,
		Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman,	Bihar,
	1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006.	Jharkhand.
	Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	
PUNE	Office of the Insurance Ombudsman,	Maharashtra,
	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198,	Area of Navi Mumbai and Thane
	N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	excluding Mumbai Metropolitan
	Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Region.

Note: COUNCIL FOR INSURANCE OMBUDSMAN, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: inscoun@cioins.co.in

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on https://www.cioins.co.in/Ombudsman

H. ENDORSEMENT

Clauses applicable to the Policy (Wherever opted and mentioned in the Policy Schedule)

1. Agreed Bank Clause

It is hereby declared and agreed that the insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions hereinafter contained,

- 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 therefore 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 other communication in any matter arising under 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

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.

2. Assignment Clause

It is hereby declared and agreed that:

i. from the Policy Risk Inception Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favour of the "Bank / Qualified Financial Institution" as named in the Policy Schedule of this Policy.

- ii. upon any monies becoming payable under this Policy the same shall be paid by the Company to the "Bank / Qualified Financial Institution" as named in Schedule of this Policy without any reference / notice to the Insured, but not exceeding the principal outstanding as defined under the Policy. In the event of any monies payable under this Policy exceeding the principal outstanding, the Company shall pay such monies as exceeding the principal outstanding to the Insured;
- iii. the receipt of such monies in the manner aforesaid by the Bank/Qualified Financial Institution as named in the Policy Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the Policy and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.

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 / Qualified Financial Institution shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank / Qualified Financial Institution to recover the full amount of any claim it may have on other parties insured hereunder.