

# CATTLE INSURANCE POLICY WORDINGS

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Whereas the Insured has made to the Future Generali India Insurance Company Limited (hereinafter called the "Company") a proposal which it is agreed shall be the basis of this Policy and is incorporated herein, and has paid the premium specified in the Schedule, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this policy.

### 1. OPERATIVE PART

The Company will indemnify the Insured, subject to the Limit of Indemnity, in respect of

#### 1.1. Cover 1

Accidental death or death from any Disease of any animal described in the Schedule and belonging to the insured occurring during the Policy Period,

#### 1.2. Cover 2

If specifically opted by the insured and additional premium paid the policy shall be extended to cover:

1.2.1. Permanent Total Disability of the cattle arising out of Accident or

1.2.1.1. provided the indemnity is limited to 70% of the sum insured in case of draught animals

1.2.1.2. provided the indemnity is limited to 50% of sum insured in case of milch animals

1.2.1.3. provided the indemnity is limited to maximum 75% in case of all animals other than those mentioned under 1.2.1.1 and 1.2.1.2

### 2. DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and references to the male gender shall include references to the female gender wherever the context so permits:

2.1. "Policy" means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

2.2. "Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.

2.3. "Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period

2.4. "Insured" means the person named in the Schedule

2.5. "Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing.

2.6. "Insured Premises" means the place named in the Schedule.

2.7. "Schedule" means the schedule attached to and forming part of this Policy

2.8. "Animal" means the cattle and livestock described in Schedule

2.9. "Disease" means any disease other than those specifically excluded under the policy.

2.10. "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

2.11. "Permanent Total Disability" means

(a) in case of Milch cattle results in permanent and total incapacity to conceive or yield milk

(b) in case of Stud Bulls results in permanent and total incapacity for breeding

(c) in case of Bullocks and castrated male buffaloes results in permanent and total incapacity for the purpose of use mentioned in the proposal

### 3. Exclusions

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

3.1. Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy without the consent of the Company in writing.

3.2. Accidents occurring and/ or disease contracted prior to commencement of risk.

3.3. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, riot, strike, or terrorist activities.

3.4. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering or human consideration on the basis of the certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by the order of lawfully constituted authority.

3.5. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.

3.6. Transport by air and sea. Transport beyond 25 kilometres from the place of stabling by any means other than by foot and beyond 50 kilometres from the place of stabling in case of transit by foot.

3.7. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear weapons material or from the combustion of nuclear fuel, or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.8. Theft or clandestine sale of the insured animal

3.9. Partial disability of any type, whether permanent or

3.10. Death due to any disease contracted within 15 days from the date of commencement of the policy

3.11. Any consequential loss, however arising

#### Specific Exclusion: (For sheep and Goats):

Enterotoxaemia, Sheep Pox, Goat Pox, Rinderpest, FMD, Anthrax, H.S, B.Q. These diseases are covered by the policy if the animal is successfully inoculated (protected) and necessary Veterinary Certificates are supplied to the Company.

If the Company asserts that by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

### 4. General Conditions

#### 4.1. Notification of Claims

It is a condition precedent to the Company's liability hereunder that upon happening of any insured event under this Policy the Insured shall:

- 4.1.1. Immediately give written notice to the Company to the address shown in the Schedule, and provide the Company with such information and documentation (in relation to the quantum of the Claim and otherwise) that the Company may request, and
- 4.1.2. Immediately obtain the services of a qualified Veterinary Surgeon and cause the animals to be properly treated in the event of an illness or accident
- 4.1.3. Give immediate notice to the Company in the event of death of the insured animal and shall give Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The insured shall also within 14 days furnish to the Company such information accompanied by such Veterinary and satisfactory certificates as proof of the death, identity and value of the animals as the Company may require.
- 4.1.4. Production of the identification tag issued by the Company is a pre-requirement for admission of any liability of the Company in the event of death of the animal.
- 4.1.5. In the event of loss of tag during the policy period, immediate intimation to be given to the Company and re-tagging to be done immediately.
- 4.1.6. The Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such 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 hereafter recoverable hereunder.

**4.2. Assessment of Payment**

- 4.2.1. Subject to the Operative Clause of the policy the Company shall pay the insured:
  - (a) In the event of death claims admissible under the policy, the market value of the animal at the time of death subject to maximum of the sum insured.
  - (b) In the event of Permanent Total Disability admissible under the policy, the market value of the animal subject to the percentage of sum insured as prescribed under item no. 1.2.

**4.3. Subrogation**

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

**4.4. Reasonable Precautions**

- 4.4.1. Every animal must be sound and in perfect health and free from any injury at the time of the proposal or insurance of or any renewal, addition or substitution and must also remain sound and in the perfect health and free from any injury at the time of payment of the premium or balance thereof.
- 4.4.2. The insured shall cause every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, yards, sheds and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safeguard loss or danger of loss under

this policy. The intent and meaning of this Condition being that each insured animal shall have the same care and attention as when not insured.

**4.5. 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.

**4.6. Fraud**

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

**4.7. Cancellation**

4.7.1. The Company may at time cancel the Policy on ground of mis-representation, non-disclosure of material facts, non-cooperation by the insured by sending 15 days' notice in writing to the insured at his last known address in which case the Company shall return to the insured a proportion/pro-rata portion of the premium corresponding to the unexpired period of insurance provided that if no claim has been paid under the policy.

The policy may also be cancelled by the insured at any time by giving 15 days' notice in writing to the Company shall allow refund of premium at Company's' short premium calculation as given below provided no claim has occurred up to the date of cancellation.

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%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

4.7.2. This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 15 days written notice to the address stated in the Schedule. The Company will retain premium on a pro-rata basis.

**4.8. Arbitration**

- 4.8.1. Any dispute or difference, which may arise under this Policy on the quantum of Claim ( liability being otherwise admitted ) shall be referred to arbitration and to a sole arbitrator, If they cannot agree upon a single arbitrator than 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 and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time
- 4.8.2. The expenses of the arbitrator(s) shall be shared equally between the parties and such expenses, along with all reasonable costs in conduct of the arbitration, shall be awarded by the arbitrator(s) to the successful party or, where no party can be said to have been wholly successful, to such party as has substantially succeeded.
- 4.8.3. It is agreed a condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
- 4.8.4. In the event that these arbitration provisions shall held to be invalid then all such dispute shall be referred to the exclusive jurisdiction of the Indian court.

**4.9. 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.

**4.10. Renewal Notice:**

The Company shall not be bound to accept any renewal premium or to give notice that such is due.

**4.11. Governing Law:**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

**4.12. Territorial Limits:**

The indemnity provided under this Policy is restricted to Claims occurring in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

**4.13. Notifications & Declarations**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.