

ANIMAL DRIVEN CART INSURANCE POLICY

Please read this Policy carefully and see that it meets your requirements.

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and the Company agree

1. The proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms, Warranties, Conditions & Exceptions of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
 - (a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - (b) The truth of the proposal.

Insurance

Section I –A- Cart/Tonga

The Company will indemnify the Insured in respect of loss of or damage to cart/tonga and its accessories by

- (a) accidental external means
- (b) fire, explosion, lightning, flood, storm, tempest, cyclone, tornado, typhoon, inundation, hurricane, tempest, earthquake, volcanic eruption or other convulsions of nature
- (c) riot and strike or malicious act.
- (d) whilst in transit by road, rail and inland waterways during the currency of this Policy.
- (e) theft

Exceptions applicable to Section I-A

The Company is not liable in respect of loss of or damage to cart/tonga caused

Animal Driven Cart Insurance Policy

- a. while dismantling the cart for the purpose of repairing
- b. by depreciation, wear and tear
- c. by accident whilst the cart driven by the Insured or by authorised person is under the influence of intoxicating liquor or drugs

Limit of liability –Section I-A

- a. In case of total loss of cart/tonga, Company's liability is limited to 75% of the Sum Insured specified in the Schedule under Section I-A of this Policy and no deduction for salvage will be made
- b. In case of partial loss of cart/tonga, Company's liability is limited to the cost of repairs but not exceeding the Sum Insured specified in the Schedule under Section I-A of this Policy and no deduction for salvage will be made
- c. In case of damage to hard or pneumatic rubber tyres, Company's liability is limited to 50% of the cost of replacement at the time of loss.

Section 1-B- Animal

The Company will indemnify the Insured in respect of death/permanent total disablement of animal due to accident or disease contracted during the Period of Insurance arising out of

This Section also covers loss due to theft of animal insured during the Period of Insurance.

Exclusions applicable to Section 1-B

The Company is not liable in respect of

- a. death/permanent total disablement of insured animal arising out of wilful injury or neglect, overloading or strain, unskillful treatment
- b. loss due to clandestine sale of insured animal

Limit of liability – Section –1-B

- a. In case of death of an animal, Company's liability is limited to the Sum Insured or specified in the Schedule under Section I-B of this Policy or Market Value whichever is less
- b. In case of damage to hard or pneumatic rubber tyres, Company's liability is limited to 50% of the cost of replacement at the time of loss
- c. In case of permanent total disablement of animal insured, Company's liability is limited to 75% of Sum Insured specified in the Schedule under Section I-B of this Policy

Animal Driven Cart Insurance Policy

Section II – Liability

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's service and/or accidental damage to property not belonging to or in the custody to control of the Insured or any member of the Insured's family or any person in the service of the Insured in the event of accident caused or happening through or in connection with the cart insured hereunder during the currency of the Policy.

Limit of Liability

The liability of the Company in respect of compensation and litigation expenses in Any one Event and in any one Period of Insurance is limited to the Sum Insured specified in the Schedule under Section II of this Policy.

Exceptions applicable to Section II

Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

Section III – Personal Accident

If the Insured or any person authorise to drive the cart by the Insured, aged between 16 and 65 years shall during the currency of the Policy sustain injury whilst driving the cart resulting directly from accident caused by external, violent and visible means, Company shall pay the sum hereafter set forth.

Benefits Covered

- (a) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the Insured or Insured's driver.
- (b) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or of the total and irrecoverable loss of use of the two limbs or of such loss of sight of one eye and one limbs
- (c) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or of the total and irrecoverable loss of use of the two limbs or of such loss of sight of one eye and one limbs
- (d) If such injury shall within six calendar months of its occurrence be the sole and direct cause of permanently totally and absolutely disabling the Insured from engaging in, being occupied with or giving attention to any employment of occupation of any description whatsoever.

Animal Driven Cart Insurance Policy

Limit of Liability

The Company's maximum liability during the Period of Insurance in respect of various Benefits Covered above is limited to 100% of Sum Insured specified in the Schedule under Section III of this Policy.

Exceptions applicable to Section III

The Company shall not be liable

- i. for compensation under more than one of the clauses a, b, c or d above in respect of death, injury, or disablement
- ii. death or disablement caused by intentional self injury, suicide, or attempted suicide
- iii. death or disablement caused directly or indirectly by insanity
- iv. death or disablement arising or resulting from committing any breach of the law with criminal intent.

Special Conditions applicable to Section III

Satisfactory proof to the Company shall be furnished of all matters upon which a claim is based. Any medical representative or other agent of the Company shall be allowed to examine the person of the Insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.

No sum payable under this Policy shall carry interest.

General Exceptions

The Company is not liability for any liability in respect of death or permanent disablement of animal and/or loss of or damage to cart/tonga caused by

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist activity, insurrection, mutiny, military or usurped power or any consequences thereof or attempt thereat
2. nuclear weapon materials and also legal liability arising there from
3. consequential loss of any kind or description whatsoever
4. or contributed by or arising from or traceable to ionising radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion shall include any self-sustaining process of nuclear fission.

General Conditions

1. Notice

Every notice and communication to the Company required by this Policy shall be in writing to the office of Company through which this insurance is effected

2. Duty of disclosure

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact.

3. Reasonable care

The Insured should take all reasonable steps to safeguard the property insured against the loss or damage.

4. Changes in Risk – Notification to the Company

If after the acceptance of this insurance by the Company there be any change in the circumstances of the risk the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of loss or damage occurring subsequent to such change unless its written acceptance thereof has been obtained.

5. Transfer of Interest

The Company shall in no case be bound to accept notice of any transfer of interest (otherwise than by will or operation of law) arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

6. Cancellation

The Company or the Insured may cancel this Policy by giving seven days' notice in writing to the other party at its last known address. If the Company gives such notice the Insured shall thereupon become entitled to a proportionate return of premium otherwise the Insured shall only be entitled to a return of premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance.

7. Fraud – Forfeiture of Cover

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

8. Recoveries

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of protecting any rights or remedies or for obtaining relief or indemnity from parties (other than those insured under this policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy whether such acts and

Animal Driven Cart Insurance Policy

things shall be or become necessary or required before or after the Insured's indemnification by the Company.

9.Other Insurances – Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same loss or damage the Company shall not pay more than its rateable proportion of such claim.

10. Differences - Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties hereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators 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 hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby 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 as to the amount of the claim shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 3 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law or be pending reference before the ombudsman then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11.Notification and Procedure

On the discovery of any event which may give rise to a claim under this Policy the Insured shall

- a) forthwith give written notice to the Company stating all particulars then known to the Insured.
- b) within 14 days after the event or within such further period as the Company may agree, supply at the request of and free of expense to the Company all such proofs, information and other evidence with respect to the claim as the Company may reasonably require including
 - full information in writing about the claim,
 - details of all other insurances relating to the claim

SPECIAL CONDITIONS

1. Every animal must be sound and in perfect health and free from any injury at the time of the proposal for insurance, or for any renewal, addition or substitution and must also remain sound and be in perfect health and free from any injury at the time of payment of the premium or balance thereof.

2. The Insured shall permit any authorised representatives of the Company at all time to inspect the animal and cart hereby insured and premises of the Insured where the animal
Animal Driven Cart Insurance Policy

is kept and the Insured shall furnish any information which they may require and shall comply with all reasonable regulations and direction from time to time made and given by the Company.
3. The Insured shall cause every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, wards, 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 against loss or danger of loss under this Policy, the intent and meaning of the Condition being that each insured animal shall have the same care and attention as when not insured.
4. In the event of illness or accident the insured shall at his own expense, immediately obtain the services of a qualified Veterinary Surgeon and cause the animals to be properly treated.
5. On the death of any animal hereby insured the insured shall, give immediate notice thereof to the Company at the office which has issued the Policy, and shall give the Company the opportunity of inspecting the carcass until at least the expiration of twenty-four hours after such notice shall have been received by the Company.
6. If death of the animals, hereby insured shall be due to the negligence, carelessness or wrong doing of any person the insured shall not claim or accept any compensation from such person or persons, but shall at once give to the company all necessary information and assistance to enable the company to secure such compensation and it shall be absolutely the right of Company to sue in the name of the Insured and recover compensation from the person causing the death and any monies or other compensation which shall be recovered shall belong to the Company. The Company will indemnify the Insured against all costs and expenses so insured with its written consent.
7. The Insured shall take all reasonable steps to safeguard the cart from loss or damage and to maintaining it in efficient condition and the company shall have at all times free and full access to examine the cart or any part and in the event of any accident the cart shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the cart be driven before the necessary repairs are effected any extension of the damage or any further damage to the cart shall be entirely at the Insured's own risk.
