

Livestock Insurance

WHEREAS the insured named in the schedule hereto has made to ROYAL SUNDARAM GENERAL INSURANCE CO LIMITED (herein after called the company) a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein for the insurance hereinafter contained and has paid the premium stated herein.

The Company hereby agrees, subject to the terms and conditions contained herein or endorsed or otherwise expressed thereon that if any animal described in the certificate and belonging to the insured shall die from any diseases or accident (including fire, lightning, flood, cyclone, strike, riot and civil commotion), contracted or occurring during the period of insurance stated herein or any subsequent period in respect of which the insured shall have paid and the Company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the insured, after receipt of proof of death satisfactory to the Company, the loss which the insured shall suffer by the death of such animal not exceeding the sum insured or its market value at the time of loss whichever is less insured.

EXCEPTIONS

PROVIDED ALWAYS that this policy does not cover (unless expressly agreed to by the Company in writing) death directly or indirectly due to or arising out of or resulting from:

1. Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the proposal without the consent of the company in writing.
2. Diseases contracted prior to commencement of risk.
3. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified Veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority.
4. Transport by air and / or sea
5. Theft or clandestine sale of the insured animal.
6. Permanent Total Disability which in case of milch cattle results in permanent and total incapacity to conceive or yield milk, which in case of stud bulls result in permanent and total incapacity for the purpose of use mentioned in the proposal. This exclusion can be deleted on payment of the

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required additional premium in which case insurer's liability is restricted to 75% of sum insured or market value at the time of loss which ever is less.

7. War, Invasion act of foreign enemy, hostilities whether war be declared or not, civil war rebellion, revolutions insurrection, mutiny, tumult military or usurped power or any consequence thereof or attempt thereat.
8. Nuclear weapons materials.
9. Consequential loss or legal liability of any kind or description.

CONDITIONS

1. Notice: The Insured shall give immediate notice in writing to the company of any illness or lameness or accident or injury to animal hereby insured.
2. Misdescription: If there shall be any incorrect or untrue statement in the proposal herein referred to, or if the insured shall not state any material fact or circumstance at the time of proposal or afterwards or, at the commencement of the risk hereunder or on any alteration or extension or renewal of this policy or if he shall make any false or fraudulent claim, or shall fail in any particular to observe and perform the terms and conditions hereof this policy shall be void and all premiums paid hereon shall be forfeited to the company.
3. Soundness of Animal: 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 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.
4. Right of Inspection: The insured shall permit any authorised representatives of company at all times to inspect the animals hereby insured and premises of the insured where the animals are stabled and the insured shall furnish any information which they may require and shall comply with all reasonable regulations and direction from time to time given by the company.
5. Proper Care and Attention: The insured shall ensure 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

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his knowledge and ability, use and exercise every due and proper precaution and safe guard against loss or danger or loss under this policy, the intent and meaning of this conditions being that each insured animal shall have same care and attention as when not insured.

6. **Veterinary Care:** In the event of illness or accident the insured shall, at his own expense, immediately obtain the services of a qualified Veterinary Surgeon and ensure the animals to be properly treated.
7. **Indemnity:** In the event of death of animal the company will pay the sum insured or the market value just prior to illness / accident which ever is less.
8. **Claims Procedure:** 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 an opportunity of inspecting carcass until at least the expiration of twenty four hours after such notice shall have been received by the company). The insured shall also within fourteen days furnish to the company such information accompanied by such veterinary certificates and satisfactory proof as to the death, identity and value of the animal as the company require. The ear – tag should be surrendered along with the above certificates.
9. **15 days waiting period :** The company shall not be liable to pay the claim in the event of death of the insured animal due to disease occurring within 15 days from the commencement of risk.
10. **No Tag No Claim:** In the event of death of the animal/s covered under the policy, claim/s shall not be entertained unless the ear tag/s are surrendered to the company. In the event of loss of ear tag it is the responsibility of the insured to give immediate notice to the company and get the animal re-tagged.
11. **Cancellation:** The Company on grounds of misrepresentation, fraud, non-disclosure of material facts or non co-operation of the insured, by giving 14 days notice in writing terminate this policy, provided that the Company shall in that case return to the Insured, the then last paid premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by

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Registered Post Acknowledgement Due and addressed to the Insured at the address last registered in the company's books and shall be deemed to have been received by the insured at the time when the same would be delivered.

or

The policy may be cancelled at any time, by the Insured by giving 30 days notice in writing under Registered Post Acknowledgement Due. Provided no claim has arisen under the within mentioned policy prior to the receipt of such notice by the company the insured would be entitled to return of premium less premium at company's short period rate for the period the policy has been in force.

Short Period Rates:

Up to 1 month (30 days)	25% of annual rate
Up to 3 months	50% of annual rate
Up to 6 months	75% of annual rate
Above 6 months	full annual premium

12. Contribution: If and when any claim under this policy is made and if there is any other insurance by whomsoever effected covering the same animal the company shall contribute only its ratable proportion.
13. Subrogation: 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 the company to sue in the name of the insured and recover compensation from the persons 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 incurred with its written consent.
14. Arbitration: If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall be independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties 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 of the dispute or difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance



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with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the company shall disclaim liability to the insured for any claim here under 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 or pending reference before Ombudsman, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15. Due Observance of policy Condition: The due observance and fulfillment of terms conditions and endorsements 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.
