

# Cattle Insurance Policy - Policy Wordings

## Preamble

**WHEREAS** the Insured named in the Schedule hereto (hereinafter called the “Insured”) has made and/or caused to be made to Bharti AXA General Insurance Company Limited (hereinafter called “the Company”) a written proposal and/or declaration as stated in the Schedule hereto which together with any statements and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporated herein, for the insurance hereinafter set forth in respect of animals specified in the Schedule

## Operative Clause

**NOW THIS POLICY WITNESSETH** that in consideration of the payment made or to be made, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938, and the rules made there under to the Company, of the premium for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this Policy and subject to the terms, provisions, exceptions and conditions herein expressed or contained or hereon endorsed, the Company shall, if any animal described in the Schedule and belonging to the Insured shall die whilst within the geographical area specified in the Schedule from any accident (including fire, lightning, flood, inundation, cyclone, tornado, storm, tempest, hurricane, earthquake, famine, riot, strike and civil commotion) and diseases contracted or occurring or surgical operation performed, then the Company will pay or make good 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 in respect thereof as stated in the Schedule hereto or the market value at the time of loss, whichever is less. Provided that this Policy shall also cover death of insured animal/s occurring outside the geographical area specified in the Schedule in situations like drought, epidemic and other natural calamities.

## SCOPE OF COVER

This Policy provides for payment of compensation to the Insured against the death of the animal covered under this Policy through an accident (including fire, famine, riot, strike and civil commotion) and diseases contracted or occurring or surgical operation performed whilst within the geographical area specified in the Schedule.

The Policy can be extended to cover permanent total disability, on payment of extra premium and if specifically agreed between the Insured and the company, which in case of :

- Milch cattle, results in permanent and total incapacity to conceive or yield milk
- Stud bulls, results in permanent and total incapacity to breed
- Bullocks, calves/heifers and castrated male buffaloes results in permanent and total incapacity from the purpose of use, as mentioned in the proposal form.

## Exceptions

The Company shall not be liable under this Policy for –

- 1) Malicious or wilful injury or neglect, overloading, unskilful treatment or use of animal for purposes other than stated in the Policy without the consent of the Company in writing.
- 2) Accidents occurring and/or diseases contracted prior to commencement of risk.
- 3) Death of animal(s) due to diseases contracted within 15 days from the date of commencement of risk.
- 4) Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane grounds on the basis of a certificate issued by a qualified Veterinarian or in cases where destruction is resorted to by order of a lawfully constituted authority.
- 5) Injury or death due to transportation by any mode.
- 6) Pleuropneumonia in respect of cattle in Lakhipur and Sibsagar districts of Assam.
- 7) Theft of the insured animal.
- 8) Death or permanent total disablement of the insured cattle due to or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war rebellion, revolution, insurrection, mutiny, tumult, military or usurped power or any consequences thereof or attempt thereat).
- 9) Any accident, loss, destruction, damage or legal liability, directly or indirectly, caused by or contributed to by or arising from nuclear weapons/materials.
- 10) Terrorism.
- 11) Consequential loss of any kind.
- 12) Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 13) Accidental death or permanent disability due to Act of God perils like lightning, flood, inundation, cyclone, tornado, storm, tempest, hurricane, earthquake unless specifically covered under this Policy.
- 14) Clandestine sale of the animal.
- 15) All calving related diseases.
- 16) Death due to mismanagement of farm or stable.

## Conditions

- 1) At the time of insurance or renewal or addition/substitution in the Policy, every animal must be in sound and perfect health and free from injury.
- 2) The Insured shall permit any authorised representatives of the Company at all times to inspect the animals hereby insured and the premises of the Insured and the Insured shall furnish any information which they may require, and shall comply with all reasonable regulations and directions from time to time made and given by the Company.
- 3) No claim in respect of death of animal/s covered under the Policy shall be entertained unless the ear tag/s in respect of animal/s is/are surrendered to the Company. In the event of loss of ear tag, re-tagging shall be done immediately after the loss of ear tag, at Insured's own cost and the re-tagging certificate shall be sent to the Company.
- 4) In the event of illness or accident to any animal hereby insured, the Insured shall, at his own expense, immediately obtain the services of a qualified Veterinarian and cause the animal to be properly treated. He shall also give immediate notice in writing to the nearest office of the Company of such illness or accident.

- 5) The Insured shall provide every animal Insured with sufficient and proper food, water and shelter, keep secure all fences, yards, sheds and stables, and at all times and to the best of his knowledge and ability shall use and exercise every, due and proper precaution and safeguard against loss or damage under this Policy. The intent and meaning of this condition being that each insured animal shall have the same care and attention as if not insured.
- 6) On death of any animal hereby insured the Insured, shall immediately give notice thereof to the nearest office of the Company and provide the Company opportunity of inspecting the carcass until at least the expiration of twenty four hours after such notice shall have been given to the Company. The Insured shall also furnish to the Company within fourteen days such information, veterinary certificates and all such satisfactory proof as to the death, identification and value of the animal as the Company may require.
- 7) If and when a 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 rateable proportion.
- 8) 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 person or 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.
- 9) The Company may cancel this Policy by sending a notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the pro-rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days notice (provided no claim has arisen during the current period of insurance), and the Insured shall be entitled to return of the premium less premium at the Company's Short Period Rates for the time the Policy has been in force.

<b>Table of Short Period Scales</b>	
<b>Period of Risk (Not exceeding)</b>	<b>Premium to be retained (% of the Annual Rate)</b>
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.

- 10) 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 thereto 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 dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.
- 11) The Company agrees and undertakes to pay claim subject to the maximum total Sum Insured under this Policy provided that Company is bound and liable to pay in accordance with the terms and conditions of this Policy only and only if a demand or claim on the Company in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

Insurance is the subject matter of the solicitation.

