

1: policy document

CATTLE INSURANCE POLICY

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Insured named in the Schedule referred to hereinbelow, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Insured as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF SCHEDULE

Policy No. Issued at Stamp Duty

- 1. Name of the Insured
- 2. Address of the Insured
- 3. Name and mailing address of the owners of the Insured Cattle, along with details of the Cattle enclosed as annexure.
- 4. Period of Insurance

5. Total number of Cattle to be insured

6. Sum Insured

7. Premium Computation:

Basic Premium (Rs.)
(Accidental Death Cover)

Extension Premium:

- a) Death due to AOG perils including Earthquake
- b) Death due to Diseases
- c) PTD
- d) Theft
- e) Transit of more than 50 km (Rs.)

Total Premium (Rs.)

Less: Group Discount (Rs.)
Less: Term Discount

Net Premium (Rs.)

Add: Service Tax @ 8% (Rs.)

Total Amount (Rs.)

2: policy document

8. Endorsements / Extensions

Special conditions (if any)

8. Co-insurance (if any)

Name of the Insurer	Co-insurance Percentage

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at _____ on this date

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Authorised Signatory

3: policy document

PART II OF SCHEDULE

Definitions

“Bullock” or “Oxen” means an animal of the ox kind, without distinction of age or sex, that can be a young bull or castrated bull, mainly used for draft purpose.

“Company” means ICICI Lombard General Insurance Company Limited.

“Crossbred Animal” means an animal, one of whose parents is of foreign breed. These breeds have high milk yields and are less prone to disease than pure exotic breeds

“Deductible” or “Excess” means the amount of expenses to be borne by the Insured before the compensation under the Policy shall become payable and the amount shall not be reimbursed by the Company.

“Exotic Animal” means an animal, whose both parents are of foreign breed. These breeds yield more milk but are prone to diseases. These are of high value and very carefully groomed.

“Milch Cow” or “Milch Buffalo” means animal giving milk or animal bred or suitable primarily for milk production

“Period of Insurance” means the period of time stated in the Schedule for which the Policy is valid.

“Policy” means Insured’s proposal, the schedule, Company’s covering letter to the Insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

“Pre-existing Condition” means a condition for which care, treatment, or advice was recommended by or received from a Medical Practitioner or which was first manifested or contracted before the commencement of the Period Of Insurance.

“Proposals” shall mean any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the Company by or on behalf of the Insured.

“Schedule” means the schedule, and any annexure to it, attached to and forming part of this Policy.

“Sum Insured” means and denotes the amount of cover available as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the policy and, where appropriate, as more particularly described and limited per item Insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy.

“Stud” means a male animal , such as a bull, that is kept for breeding

Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions contained hereinor endorsed hereon to indemnify the Insured / Bank against loss sustained as a result of death occurring during the period of insurance of Cattle described in Part I of Schedule from Fire, Electrocution, Snake-Bite, Wild Life Attack, Strangulation, Drowning in

4: policy document

water bodies, Poisoning, Riot, Strike or Accidental External Means, provided that the liability of the Company will not exceed the Sum Insured for the respective Cattle. mentioned in Part I of Schedule

Exclusions

The Company shall not be liable under this Policy for:

1. In case of accidental death, the first Rs. 500/- of the claim amount for each animal
2. 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. Accidents occurring prior to commencement of risk.
4. 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 doctor or in cases where destruction is resorted to by the order of lawfully constituted authority.
5. Payment of compensation in respect of death or permanent total disablement of the Insured Cattle due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.
6. Death of Insured Cattle due to any accident / loss destruction / damage / legal liability directly or indirectly caused by or contributed to by or arising from ionizing radiations, nuclear weapons or nuclear materials.
7. Death resulting from accidents while being transported by air or sea.
8. Death resulting from Act Of God Perils like Lightning, Storm, Tempest, Flood, Inundation, Cyclone, Typhoon, Tempest, Famine, etc., unless specifically covered.
9. Death resulting from any disease, unless specifically covered.
10. Theft and/or clandestine sale of the Insured animal, unless specifically covered.
11. Death resulting from accidents while in transit beyond 50 kms within the State by either road or rail, unless specifically covered

Conditions to be fulfilled by the owner of Insured Cattle:

(I) Policy Related Terms and Conditions

- (i) Upon the happening of any event and / or disease (if disease cover has been opted for), which may give rise to claim under this Policy, written notice with full particulars of Cattle owner and Insured Cattle must be given to the Company immediately.
- (ii) Any veterinary doctor or agent of the Company shall be allowed to examine the Insured Cattle in case of death or disablement as and when required on behalf of the Company.
- (iii) Insured to ensure that every animal insured is in sound health and free from any injury at the time of insurance.

(II) Basis of Sum Insured

The Sum Insured would be not exceeding the market value of the Insured Cattle as on date and place, as determined by authorized veterinary or any authorized agent of the Company

5: policy document

(III) Claims

(A) Basis of Indemnity:

1. Death

Basis of Indemnity will be the market value of the animal prior to death as certified by an authorized veterinary doctor or the Sum Insured whichever is less.

2. Permanent Total Disablement (PTD)

The basis of Indemnity will be specified percentage of the market value of the animal prior to happening of the accident subject to a maximum of the Sum Insured.

(a) In case of milch Cattle,

- Capacity to conceive or reproduce
- Capacity to produce milk

(b) In case of bull / ox, capacity to breed

Indemnity limit for claim payable under PTD is fixed as per age of the animal:

- Upto 5 years : 60% of market value
- 5 to 8 years : 50% of market value
- More than 8 years : 20% of market value

3. Theft

The basis of Indemnity will be specified percentage of market value of the animal prior to happening of the accident subject to a maximum of the Sum Insured.

Indemnity limit for claim payable under Theft is fixed at 80% of the market value.

(B) Position after a claim:

In case of a valid claim under this Policy, the Company shall delete the identification tag number of the Insured Cattle in respect of whom such claim shall become payable from Part I of the schedule without any refund of the premium.

(C) Claims Procedure

1. Death:

- Immediate intimation to be given to the Company and to the veterinary authorized or the authorized person of the Company to certify death of Cattle.
- Duly completed Claim form signed by the owner of the Cattle and authorized veterinary to be submitted to local office of the Company within 14 days of the date on which the event comes to his notice.
- Identification Tag of dead Cattle to be surrendered to the local office of the Company. In case this is not done, the claim becomes voidable.

2. Permanent Total Disablement (PTD)

- Immediate intimation to be given to the Company and to the veterinary authorized to certify total disablement of the Cattle

6: policy document

- Duly completed Claim form signed by the owner of the Cattle and authorized veterinary to be submitted to local office of the Company within 14 days of the date on which the event comes to his notice..
- Certificate from Veterinary doctor validating the type of Permanent Total Disablement (PTD) to be submitted to the Company.
- Complete treatment chart for the Insured Cattle provided by the veterinary doctor to be submitted long with the Claim Form.
- Owner of Insured Cattle could sell the Cattle only after the claim settlement process is complete.

3. Theft

- Immediate intimation to be given to The Company and an FIR to be lodged with the nearest police station.
- Duly completed Claim form signed by the owner of the Cattle to be submitted to local office of The Company.
- Final Investigation Report to be submitted to local office of The Company

No claim shall be admissible if any of the above is not complied with.

(D) Claim Documents

The Insured shall be required to furnish the following for or in support of a claim:

- Duly completed claim form

For Death,

- Identification tags of Insured Cattle
- Death Certificate duly attested by authorized veterinary
- Post-mortem Report from authorized Veterinarian. Post-Mortem should be conducted by Veterinarian from local Government Animal Hospital or any other Veterinarian authorized by the Company.
- A photograph of minimum 10" X 8" size of the Insured Cattle. Photograph must be such that Identification tag number should be clearly visible. Group photograph shall not be admitted for registration of claim.
- In case of Death due to Disease, treatment papers from authorized Veterinarian
- In case of death due to Vehicular accident, FIR, Spot Panchnama, Closing Report from the Police

For PTD,

- Veterinary Doctor's Report, including reason for disablement, treatment cost and treatment chart for Injury / Disease to Cattle
- Certification from Veterinary on the type of disability

For Theft,

- Copy of the FIR lodged with the Police Station
- Spot Panchnama
- Closing /Untraceable / Final Report from the Police

7: policy document

PART III OF SCHEDULE

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, misdescription or on non-disclosure in any material particular in the proposal form, 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. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

3. 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. Material change

The Insured shall immediately notify the Company by fax and 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.

5. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge 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.

6. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

7. 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.

8: policy document

8. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the 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 term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

9. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

10. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy 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, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

11. 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 rateable proportion of any loss or damage.

12. 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 behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as

9: policy document

provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

13. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall from the date of receipt of notice cancel the policy and retain the premium for the period this policy has been in force at the Company's short period scales.

14. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

15. 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 to the exclusive jurisdiction of the High Court of Mumbai 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.

16. Arbitration clause

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 to the dispute/difference, 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. 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 expressly 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 of the amount of the loss or damage shall be first obtained.

17. Renewal notice

10: policy document

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

18. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
ICICI Towers
Bandra Kurla Complex
Mumbai 400 051

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

19. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

20. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.