

Policy Wording for my: jeevika Livestock Insurance Policy

Whereas the Insured described in the Schedule hereto has applied to the **L&T GENERAL INSURANCE COMPANY LIMITED** (hereinafter called the "Company") by a proposal and declaration which is declared to be the basis of this contract and which is deemed to be incorporated herein and has paid the premium stated in the Schedule hereto as consideration for the indemnity hereinafter contained for the Period of Insurance stated in the Schedule hereto.

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if any animal(s) described in the Schedule and belonging to the Insured shall die from any Accident (inclusive of fire, lightning, flood, inundation, storm, hurricane, typhoon, cyclone, tornado, tempest, earthquake, landslide including rock slide, bush fire, drought, epidemics, famine and other natural calamities) occurring or Diseases contracted or surgical operation performed during the Period of Insurance stated in the Schedule, the Company will pay or make good to the Insured after receipt of proof of death and information about the cause thereof to the satisfaction of the Company, an amount not exceeding the corresponding Sum Insured in respect thereof as stated in the Schedule hereto or its market value at the time of loss, whichever is less.

DEFINITIONS

In this Policy certain words or terms have the specific meanings set out herein below. Words importing the male gender shall also include the female and the singular shall also include the plural, where the context so admits.

Accident means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured caused by external, visible and violent means.

Animal means Livestock.

Disease/s means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder.

Insured means the policy holder and having an insurable interest in the animals covered under the Policy.

Livestock means domesticated animals described in the Policy which are kept or raised in pens, houses, pastures, or on farms as part of an agricultural or farming operation and /or acting as a supplement to income of the household. This will necessarily include cow, buffalo, stud bull, bullock, calf, heifer, sheep, goat, and pig only.

Market Value of animal means the cost of replacing animal of the same kind or type but not superior to it.

Period of Insurance means the cover period stated in the Schedule for which the Policy is valid.

Policy means Insured's Proposal Form read along with the Schedule, Company's covering letter to the Insured, 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.

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

Sum Insured means the amount as mentioned in the Policy Schedule, which is the maximum sum payable under the Policy during the Policy Period for all the insured perils.

Theft means the act of stealing, specifically, the felonious taking and removing of property, with intent to deprive the rightful owner of the same and includes larceny.

EXCLUSIONS

PROVIDED ALWAYS that this Policy does not cover death either directly or indirectly, due to or arising out of or resulting from:

1. Malicious or willful injury or neglect, over loading, unskillful treatment or the use of animal for purpose and use other than stated in the Policy without the consent of the Company in writing.
2. Accidents occurring or disease(s) contracted prior to the commencement of risk.
3. Any claim arising due to disease contracted within 15 days from the date of commencement of this insurance unless such insurance is a continuous renewal without any break of a Policy that was in force.
4. Diseases such as Rinderpest, Black Quarter, Hamorrhagic Septicaemia, Foot & Mouth, Anthrax, Theileriasis etc., unless the animal(s) is / are vaccinated and necessary Veterinary Certificate is submitted.

5. Plueropneumonia in respect of livestock in Lakhimpur and Sibsagar Districts of Assam.
6. Intentional killing of the animal(s) except in cases where it is necessary to terminate incurable suffering on humane consideration on the basis of the certificate issued by any Govt Authorized Veterinary Surgeon or in cases where killing is resorted to by the order of lawfully constituted authority.
7. a) Transit through air, river, sea beyond 25 kilometers from the place of stabling.
b) Transit through road, rail beyond 25 kilometers from the place of stabling.
c) Transit by foot beyond 25 kilometers from the place of stabling,
Unless agreed by the Company.
8. Theft or clandestine sale of the insured animal.
9. Straying of animal(s) or if they are missing.
10. Partial disability of any type, whether permanent or temporary.
11. Permanent Total Disability which either results in permanent and total incapacity to conceive or yield milk, or results in permanent and total incapacity to breed or results in permanent and total incapacity for the purpose of use mentioned in the proposal form, unless specifically covered on payment of extra premium.
12. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage or any consequences thereof.
13. Accident, loss, destruction, damage, or legal liability directly or indirectly caused by or arising from Ionizing radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons or similar other weapons of mass destruction.
14. Consequential loss, of whatsoever nature.

CONDITIONS

It is hereby expressly stipulated and made clear that due observance and fulfillment of the 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.

1. The geographical scope of this **Policy** is India. The provisions of this **Policy** shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India.
2. The Policy, the Schedule, the proposal form, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company and which shall be evidenced by an endorsement on the Policy.
3. Where Proposal Forms are not received, and where information obtained from the Insured whether orally or otherwise is captured in the Policy document, the Insured shall point out to the Company, discrepancies, if any, in the information contained in the Policy document within 15 days from Policy issue date after which information contained in the Policy shall be deemed to have been accepted as correct.
4. Every notice and communication to the Company required by this Policy shall be in writing or in electronic form to the Company.
5. The Insured shall provide sufficient and proper food, water and shelter, immediate and adequate medical attention and supervision to every insured animal. The Insured shall also keep secure all fences, yards, sheds and areas where the animal(s) is stabled and shall exercise all reasonable care and precaution against loss or danger of loss of animal(s) covered under this Policy.
6. This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description, or non-disclosure of any material particular.
7. The benefit under this Policy is forfeited if a claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured.
8. This Policy shall cease to attach to the animal(s) covered hereunder immediately in the event of selling, transferring or in any manner parting with ownership or interest in the animal(s).
9. It is agreed and understood that the animal(s) insured under this Policy is/are in sound and perfect health and free from any injury or disease at the time of commencement of this insurance or any renewal, thereof.
10. The Insured shall permit any authorized representative of the Company at all times to inspect the animal(s) insured and premises where the animal(s) is/are kept and shall furnish any information which the Company may require.

11. Animal should carry the ear tag of the Company at all times. In case, the ear tag is lost or missing from the ear of the animal, immediate notice of the same shall be communicated in writing to the Policy issuing office of the Company for retagging. On receiving such request Company will initiate the process for retagging,
12. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy give immediate notice in writing to the Company and shall within thirty (30) days thereof furnish to the Company at his own expense all documents and evidence to substantiate the claim as the Company may reasonably require.
13. On the death of any animal hereby insured, the Insured shall give immediate notice thereof to the Company and shall give the Company an opportunity of inspecting the carcass until at least the expiration of twenty four (24) hours after such notice shall have been given to the Company. The said carcass shall be such as to enable the Company to inspect the ear tag on the carcass. The Insured shall also surrender the ear tag of the deceased animal or allow the Company to verify the same. No amount is recoverable under this Policy in respect of claim under death of the animal hereby Insured unless ear tag of the animal in respect of which such claim is made has been surrendered to the Company or verified by the Company. "No Ear Tag No Claim" will be the binding condition.
14. Basis of Loss Settlement: a) For Scheme animals, death claim shall be settled for 100% of Sum Insured on agreed value basis and as mentioned in the Schedule; and
b) For Non Scheme animals, the death claim shall be the Sum Insured as mentioned in the Schedule or the market value, whichever is lower.
15. The Company may at its option replace the animals which have died instead of paying their market value or Sum Insured, whichever is lower, but the Company shall not be bound to replace exactly or completely but only as near as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in replacing livestock than it would have cost at the time of the death of the livestock and not more than the Sum Insured written thereon. If the Company so elects to replace the livestock, the Insured shall at his own expense furnish the Company with such information and such other particulars as the Company may require with a view to carry out replacement.
16. It is also hereby further expressly agreed and declared that if the Company shall disown liability to the Insured for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer is made the subject matter in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable there under.
17. Upon settlement of the claim made by the Insured, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever for the death of the animal(s) and this amount shall be received or recovered by the Company. The Insured shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Insured shall execute and deliver instruments and papers necessary to the Company for securing such rights. The Company shall, if necessary, be also entitled to sue at its own expense in the name of the Insured for recovery of such amounts from such persons as may be liable. In the event of any such payment being received by the Insured directly, it shall be made over by him to the Company forthwith.
18. If and when any claim under this Policy is made, there is any other insurance by whomsoever covering the same Insured animal; the Company shall contribute only its ratable proportion.
19. 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, as amended from time to time and for the time being in force.

In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration 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 a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

20. The Company may cancel the Policy at any time without assigning any reason by giving fifteen days notice in writing in which case the Company shall refund to the Insured a pro-rata of the last premium corresponding to the unexpired period of Insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the short period scale of rates as per the following table provided no claim has occurred up to the date of receipt of request by the Insured.

Annual policy

Short Period Scale	Percentage of annual premium to be retained under the Policy
Up to one month	25% of the annual premium
Exceeding one month and up to three months	50% of the annual premium
Exceeding three months and up to six months	75% of the annual premium
Exceeding six months and up to nine months	85% of the annual premium
Exceeding nine months	100% of the annual premium

Long Term Policy

In case of midterm cancellation of long term policy either by the Insured or the Company, premium only for the unexpired period would be refunded. The Company shall retain 15% of the pro-rata premium relating to the balance period.

Minimum premium in both annual as well as long term policy of <Rs 100> will be retained for all the policy cancellations done on the request of the Insured.

If the claim has occurred in the first year, premium will be refunded on pro-rata basis excluding first year premium for long term policies of 3 years or more on cancelling the policy.

This Policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that Policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this Policy shall automatically terminate at the expiry of the period for which premium has already been paid.

GRIEVANCE REDRESSAL PROCEDURE

For any grievances, the Insured may write to:

Head-Customer Services

6th Floor, City 2, Plot No. 177, CST Road, Kalina, Santacruz (E), Mumbai-400098

Helpline Number- 1800-209-5846 (1800-209-LTIN) or write to Head-Customer Services at help@ltinsurance.com

In case the Insured is not satisfied with the decision of the above office, or has not received any response within 10 days, the Insured may contact the following official for resolution:

The Grievance Officer
L&T General Insurance Company Limited
6th Floor, City 2, Plot No. 177, CST Road, Kalina, Santacruz (E), Mumbai-400098
Helpline Number-1800-209-5846 (1800-209-LTIN) or write to The Grievance Officer at grievance@ltinsurance.com

In the event of any grievance related to delay in settlement or against decision on any claim, premium, non-issue or interpretation of Policy terms, or such other grievances, he/she may, wherever permissible, subject to provisions of Redressal of Public Grievances Rules, 1998, approach the Insurance Ombudsman. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction can be had from following link/address.-
<http://www.gbic.co.in/contact.html>

Clauses: (Attaching to and forming part of the Policy when required)

Agreed Bank Clause:

It is hereby declared and agreed:-

- a) That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b) That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder. The Bank shall mean the first named Financial Institution/ Bank named in the Policy.
- c) That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d) That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e) That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition --- of the Policy except where a breach of the condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- f) It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

Permanent Total Disability (PTD) Clause:

In as much as the Insured has opted for and paid the required additional premium, the herein mentioned Policy is extended to cover Permanent Total Disability as applicable below:

- a) In case of Milch Cow and Buffalo results in permanent and total incapacity to conceive or yield milk
- b) In case of Stud Bull results in permanent and total incapacity to breed
- c) In case of Bullock and Castrated Male Buffalo results in permanent and total incapacity for the purpose as declared in the proposal

The liability of the Company in respect of Permanent Total Disablement claims shall not exceed 75% of the Sum Insured in case of <Scheme Animals> or Sum Insured or market value whichever is lower <in case of Non Scheme Animals>, subject otherwise to the terms and conditions of the Policy.

The settlement of Permanent Total Disability claim is subject to the Company being fully satisfied that there is no possibility of the productive use of the animal being restored at all. Submission of disability certificate by any Govt Authorized Veterinary surgeon is mandatory along with medical certificate and bills incurred for treatment.

All other terms, conditions and exceptions of this Policy remain unaltered.

Transit Cover Clause:

In as much as the Insured has opted for and paid the required additional premium, the herein mentioned Policy for the covered animal is extended during the course of to and fro transits beyond < applicable KM> from normal place of stabling by <road/ rail /air/ river/sea through a conveyance or by foot>

All other terms, conditions and exceptions of this Policy remain unaltered.
