

Cattle Insurance Policy

Whereas the Insured named in the Schedule hereto by a proposal and declaration has applied to the _____ CO. LTD. (hereinafter called the 'Company') for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of death of animal occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy,

Now this policy of insurance witnesseth –

That subject to the terms exceptions, exclusions, provisions, definitions, warranties and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against the Death and Permanent Total Disablement (PTD) of animal arising out of –

1. Fire, Lightning, Explosion/Implosion
2. Aircraft Damage, Missile testing operations.
3. Riot, Strike.
4. Storm, Typhoon, Hurricane, Tornado, Flood and Inundation.
5. Earthquake
6. Famine
7. Surgical Operations
8. Accident
9. Disease contracted during the Policy period.

DEFINITIONS -

1. **Insured** : The person (s) named as Insured in the Schedule
2. **Company** : SBI General Insurance Company Limited
3. **Proposal**: The application form which Insured sign for this insurance and/or any other information which Insured give to Company or which is given to Company on Insured's behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes Insured, the cover that applies the Policy Period and other details of this Policy.
6. **Policy Period**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
7. **Deductible**: The amount stated in the Schedule, which shall be borne by Insured first in respect of each and every claim made under this Policy.
8. **Cattle**: The word Cattle for the purpose of this policy means
 - i) Milch Cows and Buffaloes
 - ii) Calves/Heifers
 - iii) Stud Bulls
 - iv) Bullocks
 - v) Male Buffaloes
9. **Permanent Total disablement (PTD)**: means as under depending upon the type of animal covered under the policy.
 - a) In the case of Milch cattle -
The disablement which results in permanent and total incapacity to conceive or yield milk;

- b) In the case of Stud Bulls-
The disablement which results in permanent and total incapacity for breeding purpose.
- c) In the case of Bullocks, Castrated male buffaloes -
The disablement which results in permanent and total incapacity for the purpose of use mentioned in the proposal form.

10. Sum Insured: Sum Insured is the amount set out in the schedule against each animal covered in the policy and the same would be 100% of the market value.

11. Indemnity –For Death claims, Indemnity will be market value of the cattle before contracting disease and/ or accident or sum insured whichever is less. For Permanent Total Disablement (PTD) Claims Indemnity will be 75% of the value of the cattle before contracting disease and/ or accident or sum insured whichever is less.

(A) GENERAL EXCLUSIONS: this Policy does not cover loss 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 policy.
2. Accidents occurring and/or Disease contracted prior to commencement of risk.
3. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on human 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.
4. Theft or clandestine sale of the insured animal.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or requisition of under the order of any government or public local authority.
6. Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.
7. Consequential loss of whatsoever nature
8. Transport by air and sea.
9. Diseases contracted within 15 days from the date of commencement of the risk.
10. Pueropneumonia . If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the insured.

(B) GENERAL CONDITIONS

1. Every notice and communication to Company in respect of this policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company.
2. The Policy, the schedule, the proposal form, endorsements 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, which approval shall be evidenced by an endorsement on the Policy.
3. Insured must take all reasonable care of the animal insured and in the event of an illness or accident shall take the following steps:
 - a) Immediately obtain the services of a qualified Veterinary doctor and cause the animal to be treated
 - b) Immediately give notice to the company in writing in case of death

4. Insured shall permit Company's authorised representative at all times to inspect the animal(s) hereby insured and premises where the animal(s) is/are kept and shall furnish any information which Company may require and shall comply with all reasonable regulations and directions from time to time made and given by Company.
5. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material fact.
6. The cover afforded under this policy shall stand cancelled and no payment shall be made hereunder if the ownership of the insured cattle passes from Insured to any other person or entity otherwise than by the operation of the law.
7. Animal insured should carry the identification applied by the company at all times. In case, the identification (ear tag or other) is lost or missing, immediate notice of the same should be communicated to the Company and seek for fixing of identification to the animal at Insured's cost. No amount is recoverable under this Policy in respect of any claim, unless the identification (ear tag or other) of the animal in respect of which such claim is made is available.
8. On the happening of any event giving rise to a claim Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or such further time as the Company may in writing allow in that behalf, deliver to the Company all the required documents needed for claim settlement.
9. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per the Table given here below, for the time the Policy has been in force.

Policy period	% of Annual Premium Retention
Up to one month	25% of annual rate
Up to three months	50% of annual rate
Up to six months	75% of annual rate
Exceeding six months	100% of annual rate

This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation. Such cancellation will be on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

Cancellation of long term Policies:

11. If a long term Policy issued with Policy period above 1 year is cancelled, than premium for the year which is fully utilised by insured will be retained in full by the Company. For current year, the premium will be refunded either on short period scale (If cancelled by the Insured) or on prorata basis (If cancelled by the Company). For the year which has not commenced, the premium will be refunded in full. Long term discount allowed on the Policy will be readjusted if the Policy is cancelled 2nd year onwards.
12. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by Insured or anyone acting on Insured's behalf to obtain any benefits under the policy or if loss or damage be occasioned by the wilful act or with Insured's connivance, all benefits under this policy shall be forfeited.

13. If at the time of any event giving rise to claim on animal/s hereby insured there be any other subsisting insurance or insurances, whether effected by Insured or by any other person on Insured's behalf covering the same animal/s. Company shall not be liable to pay or contribute more than its rateable proportion of such loss.
14. 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
15. No interest shall be payable by the Company on any account whatsoever in respect of a claim under this Policy.
16. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such dispute/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 the 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 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. The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.
18. The Company shall not be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.
19. The company will offer to settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of necessary documents, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.
20. **Claims Procedure** – In the event of a claim, insured will notify a claim to the call centre, or send intimation via email or by letter/ fax to nearest SBIGIC branch office with details regarding policy number, ear tag number, date, place, time and cause of loss leading to the claim. Insurer will appoint investigator (if required) to assess the admissibility of the claim. Unless otherwise decided by company, following basic documents will be necessary for processing of a claim under this Policy -
 - i. Claim Form filled by the Insured
 - ii. Death cum PM Report / PTD certificate issued by the Veterinary Doctor
 - iii. Intact Ear-tag with the Ear in case of death of Animal
 - iv. Photographs of the Dead/Disabled Animal with Ear-tag.

- v. Any other Document relevant to substantiate loss.

Grievances:

The Grievance Redressal Cell of the Insurer looks into complaints from Insured's. If the Insured has a grievance that the Insured wishes the Insurer to redress, the Insured may approach the person nominated as 'Grievance Redressal Officer' with the details of his grievance. Name, address, e-mail ID and contact number of the Grievance Redressal Officer appears on our website.

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance. List of Ombudsman offices with contact details are attached for ready reference. For updated status, Please refer to website www.irdaindia.org.

Offices	Areas of Jurisdiction	Addresses of the Ombudsman Offices
Ahmedabad	Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	2nd Floor, Shree Jayshree Ambica Chambers, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
Bhopal	Madhya Pradesh and Chattisgarh.	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 2578100, 2578102, 2578103, Fax: 0755-2578103 Email:insombmp@satyam.net.in
Bhubaneswar	Orissa.	62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220 Fax: 0674-2531607 Email:susantamishra@yahoo.com, ioobbsr@vsnl.net
Chandigarh	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 2706196 EPBX:0172-2706468 Fax: 0172-2708274
Chennai	Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in
Delhi	States of Delhi and Rajasthan.	2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com
Hyderabad	Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	6-2-46, Yeturu Towers,Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in
Kochi	Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
Kolkata	West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668
Lucknow	Uttar Pradesh and Uttaranchal.	Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratgani, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
Mumbai	Maharashtra and Goa.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W),Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
Guwahati	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION.