

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

**Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058**

**Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058**

Tel: 0091 22 4067 9000

Cattle and Livestock Insurance Policy

In consideration of Your having paid the premium, We will indemnify You in respect of loss or damage to your assets mentioned in the Schedule caused by one or more of the insured events as mentioned under the item "What We cover" during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

DEFINITION

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Universal Sompo General Insurance Company Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: The document which describes you, the cover that applies the Period of Insurance and other details of your policy.
6. **Limit of Liability**: It means the amount stated in the Schedule which shall be our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy period for each animal in the Schedule.
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by you first in respect of each and every claim made under this Policy.
9. **Cattle & Live Stock**: The word Cattle for the purpose of this policy means
 - i) Milch Cows and Buffaloes
 - ii) Calves/Heifers
 - iii) Stud Bulls
 - iv) Bullocks[Castrated Bulls] and Castrated Male Buffaloes,
 - v) Livestock means any animal mentioned in the schedule.
Whether indigenous, exotic or cross-breed.

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Note:-

- a) Exotic animal means an animal, who's both parents, are of foreign breed. This includes animals born in India as well as those born abroad.
- b) Cross-breed animal means an animal, one of whose parents is of foreign breed.

10. PTD: Permanent Total disablement which would be as under depending upon the animal covered under the policy.

- a) In the case 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 and castrated male buffaloes the disablement which results in permanent and total incapacity for the purpose of use mentioned in the proposal form.

11. Sum Insured: Sum Insured is the amount set out in the schedule against each animal covered in the policy and the same would be the 100% of the market value which shall be based on the veterinary surgeon's recommendations.

COVERAGE

What we cover	What we exclude
<p>Death of the animal caused by one or more of the following events:</p> <ul style="list-style-type: none">• Accident inclusive of Fire, Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest and Famine• Diseases contracted or occurring during the period of this policy• Surgical Operations• Riot & Strike <p>Add On Cover:-</p> <ul style="list-style-type: none">• On payment of additional premium and subject to company agreeing for the same the policy may be extended to cover the risk of PTD, subject to the limit of liability of the company being restricted to as under:	<ul style="list-style-type: none">• Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.• Accidents occurring and/or Disease contracted prior to commencement of risk.• International 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 veterinarian or in cases where destruction is resorted to by the order of lawfully constituted authority.• Theft or clandestine sale of the insured animal.• War, Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion,

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<p>i) In case of draught animals, 70% of the sum insured.</p> <p>ii) In case of milch animals, 50% of the sum insured.</p> <p>iii) For all other animals not mentioned under I & ii above, 75% of the sum insured.</p>	<p>revolution, insurrection mutiny, tumult, military or usurped power or any consequences thereof or attempted threat.</p> <ul style="list-style-type: none">• Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.• Consequential loss of whatsoever nature• Transport by air and sea• Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk.• Death by Plueropneumonia.• Partial disability of any type, whether permanent or temporary.• Claims received without ear tags
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Specific Exclusions: (For Sheep & Goats)

Enterotoxaemia, Sheep Pox, Goat Pox, Rinderpest, FMD, Anthrax, H.S., B.Q., These diseases are covered by the policy if the animal is successfully inoculated (protected) and necessary Veterinary Certificates are supplied to the Company.

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.

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GENERAL CONDITIONS

1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the animal insured in a sound and healthy condition, and in the event of an illness or accident shall take the following steps:

- a) Immediately give notice to the company in writing
- b) Immediately obtain the services of a qualified Veterinary Surgeon and cause the animal to be treated

3. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by you or your representative.

4. 1) Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

- (a) You carry on any business at the insured premises other than the business stated in the proposal
- (b) There is any material change in the facts and matters stated in the proposal
- (c) The ownership of the insured cattle passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

2) Loss of Tag:

In the event of loss of tag during the currency of the policy due to any reason, an immediate intimation must be given to the company and retagging of the animal must be got done immediately.

5. Claims Procedure:

A) In the event of death of an animal immediate intimation should be sent to the insurers and the following requirements/documents should be submitted-:

- (a) Duly completed claim form.
- (b) Death Certificate obtained from qualified veterinarian on Company's form.
- (c) Postmortem examination report from qualified veterinarian.
- (d) Ear Tag applied to the animal should be surrendered.

B) In the case of PTD claim of an animal immediate intimation should be sent to the insurers and the following requirements/documents should be submitted-:

- (a) The duly completed claim form.

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(b) A certificate from a qualified veterinarian to be obtained certifying the permanent disability of the animal.

(c) The animal may be allowed to be inspected by the company's veterinary officer

Note-:

i) The admissibility of the claim to be considered after two months of receipt of Veterinary Certificate by the Company

ii) In case of draught animals indemnity is limited to 70%

iii) In case of milch cattle indemnity is limited to 50%

6. Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Period (not Exceeding)	Proportion of Premium
1 week	1/8 of the annual premium
1 months	¼ of the annual premium
2 months	3/8 of the annual premium
3 months	½ of the annual premium
4 months	5/8 of the annual premium
5 months	¾ of the annual premium
8 months	7/8 of the annual premium
Exceeding 8 months	Full annual premium

7. FRAUD

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 you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

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8. Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

9. Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or subrogated upon our paying 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 we indemnify your loss or damage

10. Arbitration

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us.

11. Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

12. Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only. (what is the purpose behind geographical limit)

13. BASIS OF CLAIM SETTLEMENT

- a) In case of the death of the animal, the market value of the animal as on the date of the death as certified and recommended by the veterinary or the sum insured which ever is less, will be paid.
- b) If the death occurs on account of disease or accident after gap of some time from the event, then the market value as on the date of death will be very less. In view of the same, the market value before the disease or accident should be taken into account.