

LIVESTOCK (CATTLE) INSURANCE- POLICY

Whereas the Insured described in the Schedule hereto has applied to the **HDFC CHUBB 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 cattle described in the Schedule shall die whilst within the geographical area specified in the policy schedule from any accident 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 Schedule hereto or its market value at the time of death whichever is less. Provided that this Policy also covers death of animal/s which are subject matter of insurance, occurring outside the said geographical area in situations of drought, epidemics and other natural calamities.

DEFINITIONS

Animal(s)

Shall mean cattle.

Cattle

Cow, bullock or buffalo of either sex

Market Value of cattle

means the cost of replacing cattle of the same kind or type but not superior to it.

Natural Calamities

Drought, epidemics, fire, lightning, storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation, landslide including rock slide and bush fire.

Sum Insured

The Sum Insured (SI) as mentioned in the Policy Schedule is the maximum sum payable as a whole under the Policy during the Policy Period for all the insured perils.

Terrorism

an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and / or to put the public, or any section of the public in fear.



EXCLUSIONS

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death of cattle 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 proposal form without the consent of the Company in writing.
2. Intentional acts or gross negligence by an Insured or cattle owner / beneficiary, if they are different from the Insured. Intentional act is one whose consequences could have been foreseen by a reasonable person.
3. Failure on the part of Insured or cattle owner / beneficiary, if they are different from the Insured, to take immediate steps to prevent death of the cattle.
4. Accidents occurred or disease(s) contracted prior to the commencement of risk.
5. 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.
6. 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 to the Company prior to cattle contracting these diseases resulting in death.
7. 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 qualified Veterinary Surgeon or in cases where killing is resorted to by the order of governmental or any other authority vested with the powers to issue such orders.
8. Transport by any means beyond 80 kilometers from the place of stabling.
9. Plueropneumonia in respect of cattle in Lakhimpur and Sibsagar Districts of Assam.
10. Theft or clandestine sale of the insured animal.
11. Straying of cattle or if they are missing.
12. Partial disability of any type, whether permanent or temporary.
13. Permanent Total Disability which in case of Milch Cattle results in permanent and total incapacity to conceive or yield milk, in case of Stud Bulls results in permanent and total incapacity to breed and in case of Bullocks and Castrated Male Buffaloes results in permanent and total incapacity for the purpose of use mentioned in the proposal form.
14. This Policy does not cover loss or damage or contingency attributable directly or indirectly to:

(a) Acts of Terrorism: Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(b) 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 in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any 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 in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(c) Ionising radiation or contamination by radioactivity from any source whatsoever.

(d) Nuclear weapons material.

15. Consequential loss however arising due to death of cattle which is the subject matter of this insurance.

CONDITIONS

1. The Policy, the schedule, the proposal form, riders, 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, which approval shall be evidenced by an endorsement on the Policy.
2. Every notice, communication or intimation required or contemplated under this Policy to be given by the Insured or anyone on behalf of the Insured in respect of any claim or matter arising under or out of this Policy shall be in writing and addressed to the office of the Company through which this insurance is effected or to the Company's corporate office situated at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021, unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, the Insured and other details as may be necessary.
3. **THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED OR CATTLE OWNER OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.**

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

4. This Policy shall cease to attach to the animal(s) covered hereunder immediately in the event of the Insured or the owner / beneficiary if they are different from the Insured, selling, transferring or in any manner parting with ownership or interest in the animal(s).



5. 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, any renewal, addition or substitution thereof.
6. The Insured or the owner / beneficiary if they are different from the Insured shall permit any authorized representative of the Company 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 the Company may require and shall comply with all reasonable rules made, and directions given from time to time by the Company.
7. The Insured or the owner / beneficiary if they are different from the Insured shall give immediate notice in writing to the Company of any illness or lameness of or accident or injury to animal(s) hereby insured.
8. The Insured or the owner / beneficiary if they are different from the Insured, shall provide every animal which is the subject matter of insurance to have sufficient and proper food, water and shelter, immediate and adequate medical attention and supervision as and when necessary and shall keep secure all fences, yards, sheds and areas where the cattle is stabled and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safeguard against danger of death to cattle covered under this Policy. The intent and meaning of this condition being that each insured animal shall have the same care and attention as if it were not insured.
9. In the event of illness or accident to the animal(s), the Insured shall, at his own expense immediately obtain the services of a qualified Veterinary Surgeon and cause the animal(s) to be properly treated.
10. On the death of any animal hereby insured the Insured shall give immediate notice thereof to the Company by facsimile transmission at the Office which has issued the Policy or the nearest office on any of the following facsimile numbers – (Mumbai: 022-56383699; Delhi: 011-51520725; Bangalore: 080-51120477), marked to the attention of 'Rural Officer' and shall give the Company an opportunity of inspecting the carcass. The carcass shall not be disposed off for a period of at least twenty four (24) hours after such facsimile 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 forthwith surrender the ear tag of the deceased animal and shall within fourteen (14) days furnish to the satisfaction of the Company, Veterinary Certificate and other documents as the Company may require, to establish the death, cause thereof, identity and market value of the animal.
11. In the event of loss of tag, due intimation should be given in writing to the Policy Issuing Office and re-tagging shall be done immediately after the loss of tag.
12. No amount is recoverable under this Policy in respect of any claim unless ear tag of the animal in respect of which such claim is made has been surrendered to the Company.
13. The Insured shall at his own expense tender to the Company all reasonable information, details, documents, proofs and assistance in processing any claim hereunder, including to show the Company the dead cattle on demand and permit the Company's representatives, upon prior appointment and during reasonable times, to enter and inspect the Insured's or cattle owner's / beneficiary's (if they are different from the Insured) premises where the carcass is kept for the purpose of investigating the claim. If required by the Company, the Insured or cattle owner's / beneficiary's (if they are different from the Insured), will also make a declaration on oath in the legal form desired by the Company affirming the truth of the claim and of any matters connected therewith.
14. 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 circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in replacing cattle than it would have cost at the time of the death of the cattle and not more than the Sum Insured thereon. If the Company so elects to replace the cattle, 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.



15. 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 Company shall, if necessary, be 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.
16. If and when any claim under this Policy is made there is any other insurance by whomsoever covering the same animal, the Company shall contribute only its ratable proportion.
17. No interest or penalty shall be payable by the Company on any account whatsoever in respect a claim under this Policy.
18. This policy may be cancelled by the Company at any time without assigning any reason by giving seven days written notice delivered, to last address of the Insured as shown in the Company's records and the Insured shall be entitled for refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation.
Insured may also cancel the policy at any time in which event the Company shall be entitled to premium at Short Period Scale for the period during which the policy was in force until the date of cancellation. Any excess premium available with the Company after adjustment at Short Period Scale shall be refunded to the Insured provided no claim has occurred up to the date of cancellation. In case of claim having been made by the Insured, no premium will be refunded in the event of cancellation by the Insured.

Short period scale

Period of risk	Proportionate annual premium to be retained.
Upto one month	25% of the annual premium
Exceeding one month and Upto three months	50% of the annual premium
Exceeding three months and Upto six months	75% of the annual premium
Exceeding six months and Upto eight months	85% of the annual premium
Exceeding eight months	100% of the annual premium

19. 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.
20. 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 thereunder.
21. For the avoidance of doubt, it is hereby expressly stipulated and made clear that compliance with the terms of conditions of this Policy in so far as these relate to anything to be done by the Insured is a condition precedent to Company's liability hereunder.
22. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim is in any manner fraudulent or supported by any fraudulent means or device.
23. If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration 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 with two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.

It is 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.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

24. Where proposal forms are not received, 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.
25. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss or damage suffered by the Insured as a direct consequence of the insured peril or Rs. 20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the Insured.

