

Bajaj Allianz General Insurance Company Limited
GE Plaza, Airport Road, Yerewada, Pune-411006, Reg. no. 113
CIN: U66010PN2000PLC015329
UIN: BAL-OT-P16-67-V01-15-16

BAJAJ ALLIANZ POULTRY INSURANCE POLICY

Policy Wordings

Whereas the Insured has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, limitation, exceptions and exclusions, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Limit of Indemnity against such loss as is herein provided.

A. DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

"Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

"Birds" means Exotic or cross bred birds described in Schedule.

"Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing.

"Cross-bred" bird for the insurance purpose means one of whose parents is of foreign breed.

"Coccidiosis" is a common protozoan disease in domestic birds and other fowl, characterized by enteritis and bloody diarrhoea.

"Contents" means items specified in the Schedule.

"Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the deductible

"Disease" means any disease other than those specifically excluded under the policy.

"Excess" means an amount being the first part of the cost of a claim, which the insured has to bear in accordance with the terms of the insurance.

"Exotic bird" means whose parents are of foreign breed, which includes birds born in India as well as those born abroad.

"Insured" means the person or company/institution named in the policy schedule who is the legal owner of the birds insured under this policy. The definition of insured can also be extended to include company/institution who has an insurable interest of the birds insured under this policy.

"Insured Premises" means the place(s) named in the Schedule.

"Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number of the total number or amount of Claims made) for any one Claim or in the aggregate for all Claims during the Policy Period.

"Policy" means the proposal, the Schedule, this policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

"Policy Period" means the period commencing with the start date mentioned in the schedule till the end date mentioned in the schedule.

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy which set out personal details of the insured, type of insurance cover in force and the Sum Insured/ Limit of Indemnity.

"We, Us, Our, Ours" means the Bajaj Allianz General Insurance Company Limited.

"You, Your, Yourself" named in the schedule means the person or persons that We insure as set out in the Schedule

B. COVERAGE

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided but only up to the Sum Insured or Limit of Indemnity as specified in the Schedule.

The company hereby agrees, that subject to the terms, provision and conditions contained herein or endorsed or otherwise expressed hereon that after payment of the premium, the Company will indemnify the Insured for Claims made in respect of death of birds (described in the schedule and belong to the insured), occurring or contracted during the period of insurance, due to:

- i. Accident (including fire, lightning, Flood, cyclone/ storm/ tempest/ earthquake, strike, riot or act of terrorism)
- ii. All diseases except diseases which are specifically excluded.

The company will indemnify the insured to the extent as per the table of indemnification (providing age wise valuation for the purpose of indemnity) applicable subject to the excess mentioned and subject to salvage provisions and exclusions of the policy.

C. EXCLUSIONS

No indemnity is available hereunder for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Improper management (including overcrowding) i.e. when the farm is not run on scientific Poultry Management Guidelines laid down by Poultry Corporations/Animal Husbandry Department in regard to housekeeping, watering, feeding, vaccinations, deworming, debeaking, lighting / heating, culling etc.
2. Malicious/ wilful injury, neglect, carelessness, error or omission
3. Transit by any mode of transport.
4. Loss / death due to natural mortality , non-specified or unknown diseases or reasons
5. For vertical transmission of disease of first three days of life
6. Undergrowth, cannibalism, action of predators like preying birds and carnivorous animals
7. Theft and clandestine sale of birds.
8. Intentional slaughter of the birds except in cases where destruction is necessary to terminate incurable suffering on humane consideration and to protect remaining healthy flock to reduce additional losses on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority under intimation to Insurance Company.
9. Consequential loss, howsoever caused
10. Permanent and partial disablement of any nature.
11. Ranikhet disease/ New Castle Disease, Mareks Disease, Infectious bronchitis, Infectious bursal disease/

Gumboro Disease, Fowl Pox Disease, Infectious coryza, R2B / ND killed. However, these diseases can be covered under the policy if agreed by us and subject to the birds being successfully inoculated against these diseases and necessary veterinary certificate along with vaccine's batch no. been submitted to us.

12. Coccidiosis unless specifically insured
13. Loss of production i.e. the failure due to any reasons whatsoever to lay required number of eggs or small sized eggs in layers or to attain proper weight at a particular age in Broilers.
14. Malnutrition/shortage of water, death due to starvation because of non-supply of feed to farm due to any reason whatsoever.
15. Loss due to huddling and/or piling of birds including huddling and/or piling of birds caused by change of temperature in consequence of failure of electric supply at the terminal ends of electric service feeders from which the Insured obtains electric supply directly from Electric Station or Sub-Station of Public Electric Supply undertaking from which the Insured obtains electric supply or from the Diesel Generators located inside the insured's premises
16. Avian leucosis Complex (A.L.C.), Bird Flu
17. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power or any consequences thereof or attempt threat.
18. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed or arising from nuclear weapons.

D. GENERAL CONDITIONS

1. Due Observance by the Insured

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar 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 under this Policy

2. Reasonable Precautions

- i. Proper balanced standard food, water and light should be supplied to birds.
- ii. Debeaking and deworming should be carried out regularly and record to that effect should be maintained.
- iii. The farms should not resort to replacement of chicks in the affected sheds i.e. after claim is reported due to diseases or any other reason.
- iv. Any change of bird should be informed immediately to the concerned office and new birds being added into the batch should pass through the Vet. Examination.
- v. In the event of outbreak of any disease, all healthy birds should be segregated and all precautions should be taken to arrest the spreading of the disease, under advice to the insurance Company immediately. Birds in the affected flock may be sold out to restrict further mortality and amount realized towards sale proceeds will be deducted from claim amount
- vi. The propose must keep the essential records of the following:
 - a. Flock record on day to day basis – daily stock register.
 - b. Mortality record
 - c. Culling
 - d. Vaccination and Inoculation particulars (maintain stickers)
 - e. Feed consumption
 - f. Production
 - g. Debeaking
 - h. Incidence of diseases (PM records)
 - i. Purchase and sales.

3. Alteration of Risk

- a. The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:
 - i. the Insured carries on any business at the Insured Premises other than the Business, and/or
 - ii. there is any material change in the facts and matters stated in the proposal, and/or
 - iii. the ownership of the Contents and/or the Insured Premises passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable, and/or

- iv. if the Insured Premises are Unused,
And such suspension shall continue until such time as the Company has agreed to lift the suspension and the Insured has paid any additional premium that may be requested by the Company.
- b. All birds in the farm / shed should be insured. After issuing policy, if additional birds are introduced in the farm, immediate notice to be given to insurer otherwise claim will be repudiated.
- c. Transfer of interest / ownership is not allowed.

4. Procedure for Claim Settlement
(a) Admissibility of the Claim

Excess clause: Claim under the policy would be admissible only if the mortality due to insured peril in the flock exceeds beyond the excess limit given below:

	Mortality
Commercial Broilers 1 day old to 7 weeks (49 th day)	5% of population in each batch
Commercial Layers 1 day old to 8 weeks	5% of population in each batch at the inception of the policy.
9 th week to 20 th week	3% of total population at the beginning of 9 th week
21 st week to 72 weeks	1% of total population at the beginning of 21 st week and then every month .
Breeding Birds	
Broiler Parents 1 day old to 8 weeks	5% of population in each batch
9 th Week to 24 Weeks	3% of total population at the beginning of 9 th week
25 th Week to 64 Weeks	1% of total population at the beginning of 25 th week and then every month.
Layer Parents	
1 day old to 8 weeks	5% of population in each batch
9 th Week to 21 Weeks	3% of total population at the beginning of 9 th week
22 nd Week to 72 Weeks	1% of total population at the beginning of 22 nd week and then every month.

(Excess is not to be applied on cumulative basis).

- i. Compensation towards loss of birds will be made only for death of birds exceeding the mortality percentage given above.
- ii. Liability of the Company: At the time of purchase of policy, insured can select indemnity levels as 85%, 75% or 65%. The Insured will be indemnified for 85%, 75% or 65% of the value of the birds at the time of death as per valuation table.
- iii. The amount for Excess would be calculated on the basis of average valuation of the dead birds per batch in case of broilers and during policy period in case of Layer or Hatchery birds. Average valuation shall be based on the weekly mortality data provided by insured.

(b) Claims Procedure

In the event of death of birds, immediate intimation within 12 hours should be given to the Company and the Insurer should be supplied with the following documents and required information:

- a) Duly filled in claim form.
- b) Vet. Post Mortem Report for sample birds.

- c) Poultry disease diagnostic report with recommendations if any to control loss
- d) Daily records of mortality, feeding etc.
- e) Purchase invoices for the birds.
- f) Purchase voucher of feed.
- g) Photographs – to be taken mentioning the flock/ batch number and date of mortality.
- h) Medical bills, visit report of any experts
- i) The insured shall also within 14 days furnish to the company such information accompanied by such Veterinary and satisfactory certificate as proof of the death as the company may require.

- d. In case of alarming death/outbreak of epidemic nature immediate notice within 12 hours should be given to the Company and all birds should be segregated and produced to the representative of the Company or to any person authorized by the Company for inspection.
 - e. Daily mortality details should be sent to the Company on weekly basis failing which report will be treated as nil for that particular week.
 - f. Delay in reporting of the claim should be avoided and if there is delay for more than three days the claim would be treated as non-standard.
 - g. In case of doubtful claims/ farms for which claim ratio is adverse, Technical Report from an expert may be insisted for settlement of claim.
- (c) Salvage:** During the outbreak of epidemic/natural calamities in the farm, insured should arrange emergency sale of live birds in the presence of the representative of the insurance company in order to avert or minimise the loss. In case the insured realizes the value less than the valuation table agreed upon for the corresponding week then the difference will be paid to the insured in addition to the cost of dead birds as per terms and conditions of the policy.

5. **Inspection**

The insured shall permit the authorised representatives of the Company at all times to inspect the birds hereby insured and premises of the insured and also shall furnish any information which the Company may require and shall comply with all reasonable regulations and directions from time to time made and given by the Company.

6. **Maintenance**

The insured should have proper adequate veterinary facilities and they must ensure good housekeeping of the farm. Birds should be got only from approved standard hatcheries. Proper record of daily stock positions, feed consumption, and egg production must be maintained by the insured. Debeaking should be carried out by proper trained person and periodical deworming also be carried out and records for these should be maintained by the insured.

The Veterinary Surgeon's Certificate in the prescribed form should be submitted for the birds replaced/added during the currency of this policy

7. **Contribution**

If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its retable proportion of such loss or damage.

8. **Subrogation**

The Insured and any claimant under this Policy shall at the expenses 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 the Company 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 the insured's indemnification by the Company.

9. **Fraud**

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or

otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

10. Cancellation

This Policy may be cancelled by the Insured at any time by giving at least 15 days written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium according to the Company's short-period scale.

Period of Risk (not exceeding)	Premium to be retained (% age of the annual rate).
1 Week	15%
1 Month	25%
2 Months	30%
3 Months	35%
4 Months	45%
6 Months	60%
8 Months	75%
Exceeding 8 Months	100%

This insurance may also be cancelled by or on behalf of the Company by giving the Insured at least 15 days written notice to the address stated in the Schedule. The Company will retain premium on a pro-rata basis. Under normal circumstances, the Company will not cancel the policy except for reasons of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

11. Arbitration

- a. 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 question be referred to the decision of a sole arbitrator to be appointed in writing by the parties to 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.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- c. 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.
- d. The applicable law in and of the arbitration shall be Indian law.
- e. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such 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.
- f. In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

12. Notices

- a. Any and all notices and declarations to the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.
- b. Any and all notices and declarations for Insured's attention shall be posted to Insured's address stated in the Schedule.

13. Renewal

The Company shall not be bound to accept any renewal premium nor give notice that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company.

14. Entire Contract

This Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or

effective unless approved in writing by the Company, whose approval shall be evidenced by an endorsement on the Policy.

15. Governing Law

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

16. Territorial Limits

The indemnity provided under this Policy is restricted to Claims occurring in India and determined according to Indian law, and the obligation of the Company to make payment shall be to make payment in Indian Rupees only.

17. Resolving Issues

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues, as mentioned herein below. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
 GE Plaza, Airport Road, Yerawada, Pune 411 006
 E-mail: customercare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380014
	(O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
	(O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
	(O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
	(O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
	(O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021
	(O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051

Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD – 500004.
	(O) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
	(O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andeman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700001.
	(O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
	(O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
	(O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022- 26106052

Note: Address and contact number of Governing Body of Insurance Council:

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,

E-mail ID: inscoun@vsnl.net