

**CATTLE AND LIVESTOCK INSURANCE POLICY**

**IMPORTANT**

This Policy has been issued based on information provided by you. Please read this Policy carefully and make sure that you understand it. If you have any doubts about the policy, please call our Toll free number or write to the nearest Raheja QBE Office.

**1. THE INSURANCE CONTRACT**

- 1.1. The Policy is an evidence of the contract between You (Insured) and Us (Company).
- 1.2. The proposal or any information supplied by You forms the basis of this contract.
- 1.3. The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 1.4. This policy has been issued on receipt of premium from You for the period stated in the schedule. Any subsequent renewal will require our acceptance of your proposal and your payment of premium for the renewal period.
- 1.5. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

**2. COVERAGE**

This Policy provides for payment of compensation to You, if any animal described in the Schedule and belonging to You shall die whilst within the geographical area specified in the Schedule from any accident (including fire, lightning, flood, inundation, cyclone, tornado, storm, tempest, hurricane, earthquake, famine, riot, strike and civil commotion) and diseases contracted or occurring or surgical operation performed, then We will pay or make good to You, after receipt of proof of death satisfactory to Us, the loss which You shall suffer by the death of such animal not exceeding the Sum Insured in respect thereof as stated in the Schedule hereto or the market value at the time of loss, whichever is less.

Provided that this Policy shall also cover death of Your animal/s occurring outside the geographical area specified in the Schedule in situations like drought, epidemic and other natural calamities.

**3. EXCLUSIONS:**

We shall not be liable under this policy for:

- 3.1. Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.
- 3.2. Accidents occurring and/or Disease contracted prior to commencement of risk.

- 3.3. 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 Veterinarian or in cases where destruction is resorted to by the order of lawfully constituted authority.
- 3.4. Theft or clandestine sale of the Your animal.
- 3.5. Death or permanent total disablement of Your cattle due to or arising out of 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 thereat).
- 3.6. Natural death
- 3.7. Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.
- 3.8. Consequential loss of whatsoever nature
- 3.9. Injury or death due to transportation by any mode.
- 3.10. Terrorism
- 3.11. Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk.
- 3.12. All calving related diseases.
- 3.13. Death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident
- 3.14. Death due to mismanagement of farm or stable.

**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 Us.

If We assert 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 You.

**4. DEFINITION**

- 4.1. **Cattle:** The word Cattle for the purpose of this policy means
  - 4.1.1. Milch Cows and Buffaloes
  - 4.1.2. Calves/Heifers
  - 4.1.3. Stud Bulls
  - 4.1.4. Bullocks [Castrated Bulls] and Castrated Male Buffaloes, whether indigenous, exotic or Cross-breed.
- 4.2. **Livestock** means any animal mentioned in the schedule. Whether indigenous, exotic or Cross-breed.

**Note:**

- a) Exotic animal means an animal, whose 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.

**4.3. Deductible** as stated in the schedule means the amount which shall be borne by You first in respect of each and every claim made under this Policy. Our liability to make any payment under the Policy is in excess of the "Deductible".

**5. BASIS OF LOSS SETTLEMENT:**

In case of death of the animal the market value of the animal as on the date of death as certified and recommended by the veterinary or the sum insured whichever is less

**6. CONDITIONS**

- 6.1.** At the time of insurance or renewal or addition/substitution in the Policy, every animal must be in sound and perfect health and free from injury.
- 6.2.** In the event of illness or accident to any animal hereby insured, You shall, at Your own expense, immediately obtain the services of a qualified Veterinarian and cause the animal to be properly treated. You shall also give immediate notice in writing to Our nearest office of such illness or accident.
- 6.3.** The policy shall be null and void in the event of misrepresentation, misdescription or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by You or anyone acting on Your behalf to obtain any benefit under this policy.
- 6.4.** The cover afforded under this policy shall be suspended and no payment shall be made hereunder if 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.
- 6.5.** No claim in respect of death of animal/s covered under the Policy shall be entertained unless the ear tag/s in respect of animal/s is/are surrendered to Us. In the event of loss of ear tag, re-tagging shall be done immediately after the loss of ear tag, at Your own cost and the re-tagging certificate shall be sent to Us.
- 6.6.** In the event of death of an animal immediate intimation should be sent to Us and the following requirements/documents should be submitted:-
  - 6.6.1.** Duly completed claim form.
  - 6.6.2.** Death Certificate obtained from qualified veterinarian on Company's form.
  - 6.6.3.** Postmortem examination report from qualified veterinarian.
  - 6.6.4.** Ear Tag applied to the animal should be surrendered.
  - 6.6.5.** Any other details/documents as may be required

**6.7.** We may cancel the Policy by sending 14 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 unexpired period of this Policy from the date of cancellation.

The Policy may be cancelled at any time by You on 14 days notice in writing. You shall be entitled to the return of premium after adjustment of the premium due to us for the period the policy was in force at the 'short period rates' given below:.

<b>Period of Risk (Not exceeding)</b>	<b>Premium to be retained ( % of Annual rate)</b>
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual premium

No refund will be made where a claim has been intimated, paid or admitted under the Policy during such period.

- 6.8.** You shall permit Our authorised representatives at all times to inspect the animals hereby insured and Your premises and You shall furnish any information which they may require, and shall comply with all reasonable regulations and directions from time to time made and given by Us.
- 6.9.** If and when a claim under this Policy is made and if there is any other insurance by whomsoever effected covering the same animal, We shall contribute only its rateable proportion
- 6.10.** 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.
- 6.11.** We agree and undertake to pay claim subject to the maximum Total Sum Insured under this Policy provided that We are bound and liable to pay in accordance with the terms and conditions of this Policy only and only if a demand or claim on Us in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder
- 6.12.** We shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no



## RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result to enhance Our risk under the insurance. Nothing herein or otherwise shall oblige Us to offer renewal terms or restrict any renewal terms as to premium or otherwise.