



UIN: IRDAN106P0013V01200102

CATTLE & LIVESTOCK INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to the IFFCO-TOKIO General Insurance Co., Ltd., (herein after called the "Company", a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein for the Insurance hereinafter contained and has paid the premium stated herein.

THE COMPANY hereby agrees subject to the terms, provisions, conditions, contained herein or endorsed to otherwise expressed thereon that if any animal described in the Schedule and belonging to the Insured shall die from any disease or accident (including fire and lightning) contracted or occurring during the period of Insurance stated herein or any subsequent period in respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal or extension thereof the Company will pay to the Insured after receipt of proof of death satisfactory to the Company the loss which the Insured shall suffer by the death of such animal not exceeding the Sum Insured in respect thereof as stated in the Schedule hereto or its Market value at the time of loss whichever is less.

EXCEPTIONS

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death directly or indirectly due to arising out or resulting from:

1. Malicious or wilful injury or neglect, over loading unskilful treatment or use of animal for purpose other than stated in the Policy without the consent of the Company in writing.
2. Diseases contracted prior to commencement of risk. And provided always that any claim arising out of disease or illness contracted by the animal during the first 15 days from the commencement date of Policy. This exclusion shall not however, apply if insurance is in existence for a continuous period of 12 months without any break and animals under "Scheme"
3. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified Veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority.
4. Transport by air and/or sea.
5. Pleuropneumonia in respect of Cattle in Lakhimpur and Sibsagar Districts of Assam.
6. Theft or clandestine sale of the Insured animal.
7. Permanent Total Disability, which in case of Milch Cattle results in permanent and total incapacity to conceive or yield milk, which in case of Stud bulls result in permanent and

total incapacity for breeding purpose and in case of bullocks and castrated male buffaloes result in permanent and total incapacity for the purpose of use mentioned in the proposal.

This exclusion can be deleted on payment of the required additional premium in which case Insurer's liability is restricted to 50 to 70% of Sum Insured or Market Value at the time of loss whichever is less.

8. 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 consequence thereof or attempt there at.
9. The indemnity or compensation provided by this policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
10. Consequential loss or legal liability any kind or description.

CONDITIONS

1. If there shall be any incorrect or untrue statement in the proposal herein referred to, or if the Insured shall not state any material fact or, circumstance at the time of proposal or afterwards or, at the commencement of the risk hereunder or on any alteration or extension or renewal of this Policy, or if he shall make any false or fraudulent claim, or shall fail in particular to observe and perform the terms and conditions hereof, this Policy shall be void and all premiums paid hereon shall be forfeited to the Company.
2. Every animal must be sound and in perfect health and free from any injury at the time of the proposal for insurance or for any renewal, addition or substitution and must also remain sound and be in perfect health and free from any injury at the time of payment of the premium or balance thereof.
3. The Insured shall permit any authorised representatives of the Company at all times to inspect the animals hereby insured and the premises of the Insured where the animals are stabled and the Insured shall furnish any information which the Company may require and shall comply with all reasonable regulations and direction from time to time given by the Company.
4. The Insured shall give immediate notice in writing to the Company of any illness or lameness or accident or injury to animal hereby insured.
5. The Insured shall ensure every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, wards sheds and stabling and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safe guard against loss or danger or loss under this Policy; the intent and meaning of this condition being that each insured animal shall have same care and attention as when not insured.

6. No claim in respect of death of animals covered under the policy shall be entertained unless the ear tag/s in respect of animal/s and is/ are surrendered to the Company. In the event of loss of ear tag/s it is the responsibility of the insured to give immediate tag loss intimation to the concerned insurance Company and get the animal/s re-tagged and submit re-tagging certificate to the insurance company subject otherwise to the terms and conditions of the policy.
7. In the event of illness or accident the Insured shall, at his own expense immediately obtain the service of a qualified Veterinary Surgeon and ensure the animals to be properly treated. On the death of any animal hereby insured, the Insured shall, give immediate notice thereof to the Company (at the Office which has issued the Policy; and shall give the Company an opportunity of inspecting carcass until at least the expiration of twenty- four hours after such notice shall have been received by the Company). The Insured shall also within fourteen days submit such Veterinary Certificates and satisfactory proof and to furnish to the Company such information accompanied by the death identity and value of the animal as the Company may require. The ear-tag should be surrendered along with the above Certificates.
8. If and when any claim under this Policy is made and if there is any other insurance by whomsoever effected covering the same animal the Company shall contribute only its rateable proportion.
- 10 If death of the animals, hereby Insured shall be due to the negligence, carelessness or wrongdoing of any person the Insured shall not claim or accept any compensation from such person or persons, but shall at once give to the Company all necessary information and assistance to enable the Company to secure such compensation and it shall be absolutely the right of the Company to sue in the name of the Insured and recover compensations from the persons causing death and any monies or other compensation which shall be recovered shall belong to the Company. The Company will indemnify the Insured against, all costs and expenses incurred with its written consent.
- 11 The company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the prorata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured (provided no claim has arisen during the then current period of insurance) and the Insured shall be entitled of return of the premium after deducting in premium at the Company's short period scale of rates for the time the Policy has been to force.
- 12 Should any dispute arise between the Insured and the Company on quantum of amount payable (liability being otherwise admitted), such dispute will independently of all other questions be referred to the decision of Arbitrator(s) in accordance with statutory provision of the country in force at that time. Further, if / when any dispute is referable or referred to Arbitration, the making of an award by Arbitrator(s) shall be a condition precedent to any right of action by the Insured against the Company.
- 14) If the Company shall disclaim liability in any claim, and such claim shall not have been made 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.

- 13 The due observance and fulfilment of terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to liability of the company to make any payment under this policy.

PROHIBITION OF REBATES

The following is a copy Section 41 of the Insurance Act 1938:

- a) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to takeout or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate except such rebate as may be allowed in accordance with the published prospectus or table of the insurer.

Provided that acceptance by an insurance agent of commission in connection with a policy of Life Insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this subsection if at time of such acceptance the insurance agent satisfied the prescribed conditions establishing that he is a bonafied Insurance agent employed by the Insurer.

- b) Any person making default in complying with the provision of this Section shall be punishable with fine, which may extend to five hundred rupees.