

CATTLE INSURANCE POLICY (RETAIL)

Policy wording

Policy Wording

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 Magma General Insurance 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** : Magma General Insurance 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.

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. Draught Animals : Animals used to pull vehicles and carry load. For the purpose of this Policy, draught animals are non milch animals.

11. Accident: Sudden, unforeseen and unexpected event caused by external, violent and visible means resulting in physical bodily injury.

12. PTD: Permanent Total disablement arising out of accident 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.

13. 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.

In case of scheme animals, the policy is issued as agreed value policy (the value fixed by purchase committee)

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"> • Accidental external means or Fire Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest ,Famine, Electrocution, Snake-bite, Wild life attack ,Strangulation, Drowning in water bodies and Poisoning. 	<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.



<ul style="list-style-type: none"> • 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"> i) In case of draught animals, 70% of the sum insured. ii) In case of milch animals, 50% of the sum insured. iii) For all other animals not mentioned under i & ii above, 75% of the sum insured. 	<ul style="list-style-type: none"> • 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. • Theft or clandestine sale of the insured animal. • 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 attempted threat. • 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 • Transport by land by any means beyond 80 kilometers from the place of stabling and transport by foot beyond 25 kms.. • 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 Pleuropneumonia
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	<ul style="list-style-type: none">• Partial disability of any type, whether permanent or temporary.• Claims received without ear tags• Adventurous sports like Bull Fighting/Bull Racing.• Death or PTD caused by curative measures, radiation, infection, poisoning except these arising from accident.• 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.• Plueropneumonia in respect of cattle in Lakhimpur and Sibsagar Districts of Assam.• Calving related diseases.• First Rs 500/-
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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.

SPECIAL CONDITIONS:

- 1) The Company is not liable to pay the claim if death is due to disease occurring within 15 days from the commencement of risk.
- 2) Claim is not entertained unless the ear tags are surrendered to the Company. If the ear tags are lost, You are responsible to notify the Company and get the animal retagged. Cost of ear tag will be borne by the insurer for a maximum number of two times only.

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:

- 1) You must ensure that every insured animal must be in sound health and free from injury at the time of insurance or renewal.
- 2) 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) You shall provide to every animal proper food, water and shelter and take precautions against loss. Each insured animal shall be given the same care and attention as if not insured.

3. Mis-description:

This Policy shall be void and premium paid shall be forfeited in the event of a) misrepresentation, mis-description or non-disclosure of any material facts by You or Your representative.

- b) making false claim
- c) Non observance of terms and conditions of the policy.

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)Death:

Non-Scheme

In the event of death of an animal, immediate intimation should be sent to US and the following documents should be furnished within 7 days.

- i) Duly completed claim form
- ii) Death Certificate obtained from qualified veterinary doctor
- iii) Postmortem examination report
- iv) Ear tag

Scheme

In the event of death of animal, intimation should be sent to US or Finance Bank immediately. The claimant has to furnish the following requirements within 30 days.

- i) Duly completed and signed claim form along with ear tag.
- ii) Certification of death from veterinary Surgeon or a certificate jointly by any two of the following:
 - a) Sarpanch of the village.
 - b) President or any other officer of Co-op. Credit Society.
 - c) Official of the Milk Collection Centre
 - d) Supervisor/Inspector/Officer of any Banking or Credit Institution (other than the financial Bank.

- e) DRDA or its authorized nominee.
- f) Secretary and Vice President of Panchayat.
- g) Tahasildar/BDO

Subject to their declaration that they have seen the carcass and ear tag intact in the ear mentioning number thereof .

- iii) Postmortem report

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 in case of Non Schematic animals.
- b) For Scheme animals, claims are settled for 100% of Sum Insured for death of the animal.

B) PTD

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.
- (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

Basis of Claim Settlement

- i) The admissibility of the claim to be considered after two months of receipt PTD certificate of Veterinary Doctor.
- ii) In case of draught animals indemnity is limited to 70%
- iii) In case of milch cattle indemnity is limited to 50%
- iii) For all other animals not mentioned under I & ii above, 75% of the sum insured.
- iv) For scheme animals indemnity is limited to 75% of SumInsured.

6. Cancellation

“This policy may be terminated by You at any time by giving Us notice in writing. If You cancel the policy, we will:

- a) Refund the proportionate premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- b) Refund the premium for the unexpired policy period, if the term of the policy is more than one year and the risk coverage for such policy years has not commenced.

We can cancel this policy during the policy period by giving notice of minimum 7 days to You only on the grounds of established fraud committed by You.”

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.

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

For Individual insured and their families – Arbitration Clause is not applicable.

For other insureds such as entities other than individuals and will include firms, companies, trusts etc.

Arbitration Clause – “The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

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.

13. Salvage

Salvage is the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.
