

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED

(A joint venture between Murugappa Group & Mitsui Sumitomo Insurance Group)

Regd. & Head Office: "Dare House", 2nd Floor, No. 2, N.S.C. Bose Road, Chennai 600 001, India

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LIVESTOCK (CATTLE) INSURANCE- POLICY

Whereas the Insured described in the Schedule hereto has applied to the CHOLAMANDALAM MS 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 animal described in the Schedule and belonging to the Insured shall die whilst within the geographical area specified in the Schedule from any Accident occurring (Inclusive of fire and lightning, flood, inundation, storm, hurricane, cyclone, tornado, tempest and earthquake), or Diseases contracted or strike, riot and civil commotion occurring 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 cause thereof 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 Schedule hereto or its market value at the time of loss whichever is less. Provided that this Policy also covers death of the insured animal/s occurring outside the geographical area in situations like drought, epidemics and other natural calamities.

EXCLUSIONS

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

1. Malicious or wilful injury or neglect, over loading, unskillful treatment or the use of animal for purpose other than stated in the Policy without the consent of the Company in writing.
2. Disease contracted prior to the commencement of risk.
3. 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.
4. 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.
5. 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 lawfully constituted authority.
6. a) Transport by air and sea.
b) Transport by land by any means beyond 80 kilometers from the place of stabling.
c) Transport on road by foot beyond 25 kilometers from the place of stabling
7. Plueropneumonia in respect of cattle in Lakhimpur and Sibsagar Districts of Assam.
8. Theft or clandestine sale of the insured animal.
9. Partial disability of any type, whether permanent or temporary
10. 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 unless specifically covered on payment of extra premium.

11. 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.
12. (a) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
(b) Loss, 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 action taken in respect of any act of 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.
If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
13. The indemnity or compensation provided by this Policy shall not apply to nor include an accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio-activity from any source whatsoever from nuclear weapons material or similar other weapons of mass destruction.
14. Consequential loss, however arising.

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 to the company. 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. 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 circumstances at the time of proposal or afterwards of the commencement of the risk hereunder or while obtaining any alteration or extension or renewal of this Policy, this Policy shall be void and premiums paid hereon shall be forfeited to the Company.
4. This Policy shall cease to attach to the animal(s) covered hereunder immediately in the event of 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 shall permit any authorised 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 regulations and directions from time to time made and given by the Company.
7. 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. Animal should carry the ear tag of the company at all times. In case, the ear tag is lost or missing from the ear of the animal immediate notice of the same should be communicated to the company and seek for fixing alternate ear tag to the animal at the cost of the insured.

9. The Insured shall provide every animal insured 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 stabling 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 loss or danger of loss 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.
10. 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.
11. On the death of any animal hereby insured the Insured shall give immediate notice thereof to the Company and shall give Company an opportunity of inspecting the carcass until at least the expiration of twenty four (24) hours after such notice shall have been given to the Company. 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 value of the animal.
12. 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.
13. 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.
14. 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 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.
15. If and when any claim under this Policy is made and there is any other insurance by whomsoever covering the same animal, the Company shall contribute only its ratable proportion.
16. No interest shall be payable by the Company on any account whatsoever in respect of a claim under this Policy.
17. This policy may be cancelled by the Company at any time without assigning any reason by giving 7 days written notice delivered, to last address as shown in the Company 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, from the Effective Date till 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 & Upto three months	50% of the annual premium
Exceeding three months & Upto six months	75% of the annual premium
Exceeding six months & Upto eight months	85% of the annual premium
Exceeding eight months	100% of the annual premium

18. 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.
19. 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.
20. 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 liability hereunder.
21. 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.
22. 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 of whom one 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 and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

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 Registered Office of the Company, Regd. & Head Office: Dare House 2nd Floor, No.2 N.S.C. Bose Road, Chennai – 600 001.

23. In the event of the insured being aggrieved by
 - (a) Any partial or total repudiation of claims by the Company
 - (b) Any dispute in regard to premium paid or payable in terms of the policy
 - (c) Any dispute on the legal construction of policies in so far as such disputes relate to claims
 - (d) Delay in settlement of claims
 - (e) Non-issue of any insurance document to customers after receipt of premiumhe/she may, wherever permissible subject to provisions of Redressal of Public Grievances Rules, 1998 approach the Insurance Ombudsman having jurisdiction for appropriate relief.

AGREED BANK CLAUSE:

It is hereby declared and agreed:-

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder. The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

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LIVESTOCK INSURANCE - CATTLE POLICY

PERMANENT TOTAL DISABILITY CLAUSE (PTD):

In as much as the Insured has opted for and paid the required additional premium, the herein mentioned Policy is extended to cover Permanent Total Disability as applicable below:

- a) In case of Milch Cattle results in permanent and total incapacity to conceive or permanent and total loss of capacity to yield milk.
- b) In case of Stud Bulls results in permanent and total incapacity to breed.
- c) In case of Bullocks and Castrated Male Buffaloes results in permanent and total incapacity for the purpose as mentioned in the proposal.

The liability of the Company in respect of Permanent Total Disablement claims shall not exceed 75% of the Sum Insured or 75% Market Value at the time of claim, whichever is less, subject otherwise to the terms and conditions of the Policy.

The settlement of Permanent Total Disability claim is subject to the Company being fully satisfied that there is no possibility of the productive use of the animal being restored at all and only after the animal is inspected by the Company representative.

Submission of disability certificate by company authorized Veterinary Surgeon is mandatory alongwith medical certificate and bills incurred for treatment.

All other terms, conditions and exceptions remain unaltered.

TRANSIT COVER:

Insurance cover as provided in the policy is extended to the covered animal on payment of applicable extra premium during the course of to and fro transits beyond 80 Kms from normal place of stabling by road or rail within India through a conveyance but not by foot.

All other terms, conditions and exceptions remain unaltered.