
Definitions

For the purposes of this policy, the terms specified below shall have the meaning set forth:

"Accident" means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured caused by external, visible and violent means.

"Bank" shall mean an entity licensed as a Bank under Banking Regulation Act, 1949 and permitted by the Reserve Bank of India to carry on banking business in India.

"Bullock" or "Oxen" means an animal of the ox kind, especially a young bull or castrated bull, mainly used for draft purpose.

"Company" means ICICI Lombard General Insurance Company Limited.

"Crossbred Animal" means animal, one of whose parents is of foreign breed. These breeds have high milk yields and are less prone to disease than pure exotic breeds.

"Deductible excess" means the amount of expenses to be borne by the Insured before the compensation under the Policy shall become payable and this amount shall not be reimbursed by the Company.

"Disease" means an alteration in the state of the body or of some of its organs interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder.

"Exotic Animal" means an animal whose both parents are of foreign breed. These breeds yield more milk but are prone to diseases. These are of high value and very carefully groomed.

"Injury" means any accidental physical bodily harm but does not include any sickness or disease.

"Milch Cow" or "Milch Buffalo" means animal giving milk or animal bred or suitable primarily for milk production.

"Period of Insurance" means the period of time stated in the Schedule for which the Policy is valid.

"Policy" means Insured's proposal the schedule, Company's covering letter to the Insured, insuring clauses, definitions, exclusions, conditions and other terms contained herein and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

"Pre-existing Condition" means any condition including any bodily injury, or illness for which care, treatment, or advice was recommended by or received from a Veterinary Doctor or which was first manifested or contracted before the commencement of the Period Of Insurance.

"Proposals" shall mean any signed proposal in form of letters and declarations, written statements and any information in addition hereto supplied to the

Company by or on behalf of the Insured.

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.

"Sum Insured" means and denotes the amount of cover available as stated in Part I of the Schedule or any revisions thereof based on claim settled, as stated in the scope of cover of the Policy and, where appropriate, as more particularly described and limited per Item Insured in any annexure to the Schedule. This is the maximum compensation that the Company will pay for each and every claim with respect to individual cover under the Policy.

"Stud" means a male animal such as a bull, used for breeding.

"Theft" means the act of stealing, specifically, the felonious taking and removing of property, with intent to deprive the rightful owner of the same and includes larceny.

Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions contained herein or endorsed hereon to indemnify the Insured against loss sustained as a result of death occurring during the period of insurance of Cattle described in Part I of Schedule from Fire, Electrocutation, Snake-Bite, Wild life Attack, Strangulation, Drowning in water bodies, Poisoning, Riot Strike or Accidental External Means of the Insured Cattle provided that the liability of the Company will not exceed the Sum Insured for the respective Cattle mentioned in Part I of the Policy.

Exclusions

The Company shall not be liable under this Policy for compensating the Insured for any loss or damage in the following events:

1. In case of accidental death, the deductible excess of Rs. 500/- of the claim amount per cattle insured and the same shall have to borne by the Insured.
2. Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy without the consent of the company in writing.
3. Accidents occurring prior to the commencement of risk.
4. 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 Veterinarian or in cases where destruction is resorted to by the order of lawfully/statutorily constituted authority.
5. Death or permanent total disablement of the Insured Cattle due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds or any consequences thereof.
6. Any accident, destruction, damage, legal liability directly or indirectly caused by or contributed to by or arising from ionizing radiations, nuclear weapons or nuclear material.
7. Accidents while being transported by air or sea.

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8. Accidents resulting from Act Of God like Lightning, Storm, Tempest, Flood, Inundation, Cyclone, Typhoon, Tempest, Famine, etc., unless specifically covered under this Policy.
 9. Any disease, unless specifically covered under the Policy.
 10. Theft and/or clandestine sale of the Insured animal, unless specifically covered under the Policy.
 11. Accidents while in transit beyond 50 kms within the State by either road or rail, unless specifically covered under this Policy,

General Conditions applicable to the Policy

(I) Policy related Terms and Conditions

- (1) Upon the happening of any insured event and/or disease (if disease cover has been opted for), which may give rise to claim under this Policy, written notice with full particulars of the owner of the Insured Cattle and Insured cattle must be given to the Company immediately.
- (2) Any veterinary doctor or agent of the Company shall be allowed to examine the Insured Cattle in case of death or permanent total disablement as and when required on behalf of the Company.
- (3) Insured to ensure that the cattle insured is in sound health and free from any Injury at the time of insurance, unless specifically notified to the Company in writing and acknowledged by the Comp any in writing.

(II) Basis of Sum Insured

The Sum Insured shall not exceed the market value of the Insured Cattle as on date and place of loss or damage, as determined by authorized veterinary or any authorized agent of the Company.

(III) Claims

(A) Basis of Indemnity:

1. Death

Basis of Indemnity will be the market value of the Insured Cattle prior to insured event as certified by an authorized veterinary doctor or the Sum Insured whichever is less.

2. Permanent Total Disablement (PTD) (if specifically opted by the Insured

By payment of additional premium)

Permanent Total Disablement for the insured cattle shall be determined as under:

- 1) In case of Milch Cow or Milch Buffalo
 - Capacity to conceive or reproduce
 - Capacity to produce milk
- 2) In case or bull or ox, capacity to breed

The basis of Indemnity will be specified percentage of the market value of the Insured Cattle prior to happening of the insured event subject to a maximum

of the Sum Insured. Indemnity limit for claim payable under PTO is fixed as per age of the Insured Cattle:

- Up to 5 years : 60% of market value
- 5 to 8 years : 50% of market value
- More than 8 years : 20% of market value

3. Theft (if specifically opted by the Insured by payment of additional premium)

The basis of indemnity will be specified percentage of market value of the Insured Cattle prior to happening of the Insured event subject to a maximum of the Sum Insured.

Indemnity limit for claim payable under Theft shall not exceed 80% of the market value of the Insured cattle.

(B) Position after a claim:

In case of a valid claim under this Policy, the Company shall delete the identification tag number of the Insured Cattle in respect of whom such claim shall become payable from Part I of the schedule without any refund of the premium.

Claims Procedure

1. Death:

- Immediate intimation to be given to the Company and to the veterinary doctor authorized or the authorized person of the Company to certify death of the Insured Cattle,
- Duly completed Claim form signed by the owner of the cattle and authorized veterinary doctor to be submitted to local office of the Company within 14 days of the date on which the event comes to the Owner's notice.
- Identification Tag of the Cattle Insured under this Policy, to be surrendered to the local office of the Company. In case this is not done, the claim becomes voidable at the Company's option.

2. Permanent Total Disablement (PTD) {if specifically opted by the Insured by payment of additional premium)

- Immediate intimation to be given to the Company and to the veterinary doctor authorized to certify permanent total disablement of the Insured Cattle.
- Duly completed Claim form signed by the Owner of the Cattle and authorized veterinary Doctor to be submitted to local office of the Company within 14 days of the date on which the event comes to the Owner's notice.
- Certificate from Veterinary doctor validating the type of Permanent Total Disablement (PTD) to be submitted to the Company.
- Complete treatment chart for the Insured Cattle provided by the veterinary doctor to be submitted long with the Claim Form.
- Owner of Insured Cattle could sell the Insured Cattle only after the claim settlement process is completed by the Company.

3. Theft (if specifically opted by the Insured by payment of additional premium)

- Immediate intimation to be given to the Company and a First Information report (FIR) to be lodged with the nearest police station.
- Duly completed Claim form signed by the Owner of the Insured Cattle to be submitted to local office of the Company.
- Final Investigation Report to be submitted to local office of the Company, No claim shall be admissible if any of the above is not complied with.

(D) Claim Documents

The Insured shall be required to furnish the following for or in support of a claim under the Policy:

(1) For Death:

- Duly completed claim form
- Identification tags of Insured Cattle
- Death Certificate duly attested by authorized veterinary doctor.
- Post mortem report from authorized veterinary doctor.
- Post-Mortem should be conducted by veterinary doctor from local Government Hospital or any other veterinary doctor authorized by the Company.
- A photograph of minimum 10" X 8" size of the Insured Cattle.
- Photograph must be such that Identification tag number should be clearly visible. Group photograph shall not be admitted for registration of claim.
- In case or death due to any disease (if specifically covered under the Policy} all the papers in connection with the treatment received from a veterinary doctor.
- In case of death due to Vehicular accident, FIR, Spot Panchnama. Closing Report from the Police.

(2) For Permanent Total Disablement (PTO),

- Duly completed claim form
- Veterinary Doctor's Report, including reason for-disablement treatment cost and treatment chart for Injury or Disease (if specifically covered under the Policy) with respect to the Insured Cattle.
- Certification from veterinary doctor on the type of disability.

(3) For Theft:

- Duly completed claim form
- Copy of the FIR lodged with the Police Station
- Spot Panchnama.
- Closing/ Untraceable/ Final Report from the Police.

PART III OF SCHEDULE

Standard Terms and Conditions

1. **Incontestability and Duty of Disclosure**
The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means *or* devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.
2. **Reasonable care**
The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.
3. **Observance of terms and conditions**
The due observance and fulfillment of the terms, conditions and endorsement 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 any liability of the Company to make any payment under this policy.
4. **Material change**
The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation *of* the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and/ or premium if necessary, accordingly.
5. **Records to be maintained**
The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the insurance Policy furnish such information as the Company may required.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.

8. Special Provisions

Any special provisions subject to which this policy has entered into and endorsed in the policy or in any separate Instrument shall be deemed to be part of this policy and shall have effect accordingly

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities as may be prescribed from time to time.

The Insured agrees that the Company may exchange, share or part with *any* information to *or* with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

12. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

13. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the insured's rights or recovery thereof against any person or organization, and the Insured shall execute and deliver instruments and papers necessary to secure such rights. The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

14. Condition of Average

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage

accordingly. Every item if more than one in the Policy shall be separately subject to this condition.

15. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

16. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

17. Cancellation/termination

The Company may at *any* time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall from the date of receipt of notice cancel the policy and retain the premium for the period this policy has been in force at the Company's short period scales.

18. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

19. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the

Insured and the Company to be subject to Indian law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

20. Arbitration clause

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 questions be referred to the decision of a sole arbitrator to be appointed in writing *by* the parties to the Dispute/difference, 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. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be preferable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy. 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.

21. Renewal notice

The Company 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 alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

22. Notices

Any notice, direction or instruction given under this policy shall be in Writing and delivered by hand, post or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule. In case of the Company:

ICICI Lombard General Insurance Company Limited,
ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

23. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

24. Grievances In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours