

# CATTLE INSURANCE POLICY

## POLICY WORDING

Whereas the Insured named in the Schedule hereto by a proposal and declaration has applied to the \_\_\_\_\_ CO. LTD. (hereinafter called the 'Company') for the insurance hereinafter contained and has paid the premium as consideration for such insurance in respect of death of animal occurring during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy,

Now this policy of insurance witnesseth—

That subject to the terms exceptions, exclusions, provisions, definitions, warranties and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against the Death and Permanent Total Disablement (PTD) of animal arising out of—

1. Fire, Lightning, Explosion/Implosion
2. Aircraft Damage, Missile testing operations.
3. Riot, Strike.
4. Storm, Typhoon, Hurricane, Tornado, Flood and Inundation.
5. Earthquake
6. Famine
7. Surgical Operations
8. Accident
9. Disease contracted during the Policy period.

### DEFINITIONS

1. **You, Your, Insured:** The person (s) named as Insured in the Schedule
  2. **We, Us, Our, Insurer, Company :** SBI General Insurance Company Limited
  3. "**Complaint**" or "**Grievance**" means written expression (includes communication in the form of electronic mail or other electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale of an insurance policy or related services by insurer and/or by distribution channel
  4. "**Distribution Channels**" include insurance agents and intermediaries or insurance intermediaries and any persons or entities authorised by the Authority to involve in sale and service of insurance policies
  5. **Deductible:** The amount stated in the Schedule, which shall be borne by Insured first in respect of each and every claim made under this Policy.
  6. "**Mis-selling**" means sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
    - a. exercising undue influence, use of dominance position or otherwise; or
    - b. making a false or misleading statement or misrepresenting the facts or benefits, or
    - c. Concealing or omitting facts, features, benefits with respect to products, or d. not taking reasonable care to ensure suitability of the policy to the policyholders
  7. **Proposal:** The application form which Insured sign for this insurance and/or any other information which Insured give to Company or which is given to Company on Insured's behalf.
  8. "**Proposal form**" means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- Explanation:**
- (i) "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.
  - (ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations
  9. **Policy:** Policy wording, the Schedule, the Proposal and Endorsement/Memoranda if any.
  10. **Schedule:** The document which describes Insured, the cover that applies the Policy Period and other details of this Policy.
  11. "**Solicitation**" means the act of approaching a prospect or a policyholder by an insurer or by a distribution channel with a view to persuade the prospect or a policyholder to purchase or to renew an insurance policy
  12. "**Salvage**" The amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.
  13. **Policy Period:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
  14. "**Unfair trade practice**" shall have the meaning ascribed to such term in the Consumer Protection Act, 2019, as amended from time to time.
  15. **Cattle:** The word Cattle for the purpose of this policy means
    - i) Milch Cows and Buffaloes
    - ii) Calves/Heifers
    - iii) Stud Bulls
    - iv) Bullocks
    - v) Male Buffaloes
  16. **Permanent Total disablement (PTD):** means as under depending upon the type of animal covered under the policy.
    - a) In the case of 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, Castrated male buffaloes -  
The disablement which results in permanent and total incapacity for the purpose of use mentioned in the proposal form.
  17. **Sum Insured:** Sum Insured is the amount set out in the schedule against each animal covered in the policy and the same would be 100% of the market value.
  18. **Indemnity –** For Death claims, Indemnity will be market value of the cattle before contracting disease and/ or accident or sum

insured whichever is less. For Permanent Total Disablement (PTD) Claims Indemnity will be 75% of the value of the cattle before contracting disease and/ or accident or sum insured whichever is less.

**(A) GENERAL EXCLUSIONS:** this Policy does not cover loss directly or indirectly due to or arising out of or resulting from

1. Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.
2. Accidents occurring and/or Disease contracted prior to commencement of risk.
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 veterinary doctor or in cases where destruction is resorted to by the order of lawfully constituted authority.
4. Theft or clandestine sale of the insured animal.
5. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or requisition of under the order of any government or public local authority.
6. Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.
7. Consequential loss of whatsoever nature
8. Transport by air and sea.
9. Diseases contracted within 15 days from the date of commencement of the risk.
10. Plueropneumonia - 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.

**(B) GENERAL CONDITIONS**

1. Every notice and communication to Company in respect of this policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company.
2. The Policy, the schedule, the proposal form, endorsements 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.
3. Insured must take all reasonable care of the animal insured and in the event of an illness or accident shall take the following steps:
  - a) Immediately obtain the services of a qualified Veterinary doctor and cause the animal to be treated
  - b) Immediately give notice to the company in writing in case of death
4. Insured shall permit Company's authorised representative 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 Company may require and shall comply with all reasonable regulations and directions from time to time made and given by Company.
5. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material fact.
6. The cover afforded under this policy shall stand cancelled and no payment shall be made hereunder if the ownership of the insured

cattle passes from Insured to any other person or entity otherwise than by the operation of the law.

7. Animal insured should carry the identification applied by the company at all times. In case, the identification (ear tag or other) is lost or missing, immediate notice of the same should be communicated to the Company and seek for fixing of identification to the animal at Insured's cost. No amount is recoverable under this Policy in respect of any claim, unless the identification (ear tag or other) of the animal in respect of which such claim is made is available.
8. On the happening of any event giving rise to a claim Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or such further time as the company may in writing allow in that behalf, deliver to the Company all the required documents needed for claim settlement.
9. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**10. CANCELLATION OF INSURANCE:**

**1. Cancellation by Insured**

- a. Insured can cancel this Policy at any time during the policy period by giving the Company notice in writing, in such case, The Company shall
  - i. Refund the proportion premium for unexpired policy period, if the period/term of the policy is up to one year and there is no claim(s) made during the policy period.
  - ii. refund premium for the unexpired policy period, in respect of policies with the policy period/term more than one year and the risk coverage for such policy years has not commenced.

**2. Cancellation by Company:** The Company will cancel the policy with 7 days' notice period only on grounds of established fraud and in such case no refund shall be made to Insured.

11. If a long term Policy issued with Policy period above 1 year is cancelled, than premium for the year which is fully utilised by insured will be retained in full by the Company. For current year, the premium will be refunded either on short period scale (If cancelled by the Insured) or on prorate basis (If cancelled by the Company). For the year which has not commenced, the premium will be refunded in full. Long term discount allowed on the Policy will be readjusted if the Policy is cancelled 2nd year onwards.
12. 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 Insured or anyone acting on Insured's behalf to obtain any benefits under the policy or if loss or damage be occasioned by the wilful act or with Insured's connivance, all benefits under this policy shall be forfeited.
13. If at the time of any event giving rise to claim on animal/s hereby insured there be any other subsisting insurance or insurances, whether effected by Insured or by any other person on Insured's behalf covering the same animal/s. Company shall not be liable to pay or contribute more than its rateable proportion of such loss.
14. The Insured 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for 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 his indemnification by the Company.

15. No interest shall be payable by the Company on any account whatsoever in respect of a claim under this Policy.
16. The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only.
17. The Company shall not be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.
18. The company will offer to settle the claim under this policy within 7 days from the date of receipt of necessary documents required for assessing the claim ,T&C Apply. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of necessary documents, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.
- 19 Claims Procedure – In the event of a claim, insured will notify a claim to the call centre, or send intimation via email or by letter/fax to nearest SBIGIC branch office with details regarding policy number, ear tag number, date, place , time and cause of loss leading to the claim. Insurer will appoint investigator (if required) to assess the admissibility of the claim. Unless otherwise decided by company, following basic documents will be necessary for processing of a claim under this Policy -
  - i. Claim Form filled by the Insured
  - ii. Death cum PM Report / PTD certificate issued by the Veterinary Doctor
  - iii. Intact Ear-tag with the Ear in case of death of Animal
  - iv. Photographs of the Dead/Disabled Animal with Ear-tag.
  - v. Any other Document relevant to substantiate loss.

## GRIEVANCE REDRESSAL PROCEDURE

If you may have a grievance that requires to be redressed, you may contact us with the details of the grievance through,

### Stage 1

If you are dissatisfied with the resolution provided above or for lack of response, you may write to [head.customercare@sbigeneral.in](mailto:head.customercare@sbigeneral.in). We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

Toll free number 1800 102 1111 (Available 24/7)

For agents and intermediaries 1800 22 1111 (Available 24/7)

### Stage 2

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may send your Appeal addressed to the Grievance Redressal Officer at : [gro@sbigeneral.in](mailto:gro@sbigeneral.in) or contact at 022-45138021.

List of Grievance Redressal Officers at Branch: Our branch Grievance Redressal Officer's list is available at the link:

<https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbdb.pdf/>

### Stage 3

In case, you are not satisfied with the decision/resolution communicated by the above office, or have not received any response within 14 days, you may register your complaint with IRDAI on the below given link:

<https://bimabharosa.irdai.gov.in/Home/Home>

### Stage 4

If your grievance remains unresolved from the date of filing your first complaint or is partially resolved, you may approach the Insurance Ombudsman falling in your jurisdiction for redressal of your grievance. The details of the Insurance Ombudsman can be accessed at <https://www.cioins.co.in/Ombudsman>