

SBI General Livestock Policy

Policy Wording

1. Preamble

SBI General Insurance (hereinafter called the "Company") will provide insurance cover to the Person/Person(s) (hereinafter called the "Insured") based on the Proposal made and agreed premium paid, for the Policy Period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy, subject always to the following terms, conditions, exclusions, and limitations and the Schedule. This Policy records the agreement between the Company and the Insured and sets out the terms of insurance and obligations of each party.

2. Definitions

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this **Policy**. For purposes of this **Policy**, please note that references to the singular or masculine include references to the plural or to the female.

- 1. **Accident** means a sudden, unforeseen, uncontrollable unexpected and unintentional physical event to the **Animal** insured caused by external, violent and visible means.
- 2. **Age** means the completed **Age** of the **Animal** on his/her most recent birthday as per the English calendar
- 3. Animal means four legged domestic animals specifically mentioned in the Schedule.
- 4. **Cattle** means any of various chiefly domesticated mammals of the genre Bos, including Milch Cows and Buffaloes, Calves/Heifers, Stud Bulls, Bullocks (Castrated Bulls) and Castrated Male Buffaloes, Mithun (Gayal) often raised for dairy, draft, breeding and meat purpose.
- 5. Company/Insurer means SBI General Insurance Company Limited.
- 6. **Cross Breed** means one of whose parents is of foreign breed and the other of Indian Breed.
- 7. **Date of Commencement of Risk** means the date and time from which insurance cover starts.
- 8. **Deductible** means the amount stated in the **Schedule**, which shall be borne by the **Insured** first in respect of each and every claim made under this **Policy**. The Company's liability to make any payment under this **Policy** is the amount in excess of **Deductible**.
- 9. **Exotic** means where both of the parents are of foreign breed and include an **Animal** born in India as well as those born abroad.
- 10. **Famine** is an extreme and prolonged state of hunger in a considerable proportion of masses of a country or a region that results in widespread and acute malnutrition and death by starvation or diseases due to the inadequacy of food and nutrition.

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- For the purposes of this Policy, the declaration of a **Famine** can only be made upon the recommendation of the respective State Government/s
- 11. Indigenous means where both of the parents are of Indian Breed.
- 12. Insured means the Person(s) named as Insured in the Schedule to the Policy.
- 13. **Livestock** means domestic animals not limited to **Cattle**, Sheep, Goats, Pigs, Camel, Horses, Mules, Donkey, Yak, Elephant, Rabbit and the like raised for home use or for profit, mainly on a farm and as specifically mentioned in **Schedule** to this **Policy**.
- 14. **Natural Calamities** means Earthquake, Lightning, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation, Landslide including rockslide and Bush Fire.
- 15. **Policy** means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the **Policy Period**.
- 16. **Policy Period** means the date on which the Insurance commences and the date on which the cover under this **Policy** expires as specifically appearing in the **Policy Schedule**.
- 17. Proposal means a form to be filled in by the Insured in written or electronic or any other format, signed for this Insurance and/or any other information which the Insured gives to the Company, or which is given to the Company on Insured's behalf for furnishing all material information 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.
- 18. Schedule/Policy Schedule means the Schedule attached to and forming part of this Policy specifying the details of the Insured, cover that applies, the Sum Insured, the Policy Period and the Sub-limits to which benefits under the Policy are subject to, including any annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- 19. Sum Insured means the amount set out in the Schedule against each Animal covered in the Policy and the same would be 100% of the market value/agreed value. The market Value of the animal to be insured will be assessed and agreed jointly by the beneficiary, authorized veterinary doctor and Insurer.
- 20. **Unskilful Treatment** means that the term signifies improper or incompetent treatment; it may result either from ignorance, neglect, or wilfulness;
- 21. **Veterinary Doctor** means a Veterinarian (Veterinarians diagnose and treat diseases and dysfunctions of animals) who is Certified with a degree from a recognized College/University in India and duly registered with the State/Indian Veterinary Council and whose Registration shall be in force on the date of Examination/Certification.

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- 22. **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.
- 23. **Scheme** means all types of **cattle** subsidized by various projects/scheme of Government like National Livestock mission (NLM), National Livestock Development Board (NLDB), State Livestock Development Board (SLDB) etc State or Central Sponsored Scheme.
- 24. **Non-Scheme** means animals other than **Scheme Animals**, owned by/belonging to individual or corporate, dairy farms, cooperative/corporate dairy funded by various financial institutions etc.

3. Base Coverage

The **Company** will indemnify the **Insured** against the Death of the insured **Livestock** as described in the **Schedule** and belonging to the **Insured** as specified in the **Schedule**, due to below mentioned perils:

- i. Natural Calamities
- ii. Fire
- iii. Aircraft Damage, Missile testing operations
- iv. Riot, Strike.
- v. Famine
- vi. Surgical Operations
- vii. Accident
- viii. Disease contracted during the Policy Period

4. Add-On Covers

The below mentioned Add-on covers shall be available to **Insured**, only if opted and additional premium is paid, as per the terms and conditions of the **Policy:**

4.1 Permanent Total Disablement (PTD)

The **Company** shall pay towards the Permanent Total Disablement of following **insured Animals**, up to the limit specified in the **Schedule**.

- i. In the case of Milch cattle,
 - -The disablement which results in permanent and total incapacity to conceive or yield milk;
- ii. In the case of Stud Bulls,
 - The disablement which results in permanent and total incapacity for breeding purpose.
- iii. In the case of other covered **Animals** (except Pigs, Sheep, Goats and Rabbits)

 The disablement which results in permanent and total incapacity for the purpose of use mentioned in the **Proposal Form**

Provided,

a. Under this cover, the liability of the Company is limited to % mentioned in Policy Schedule. This condition is applicable to both Scheme and Non-Scheme Animal, unless otherwise agreed by the Company.

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4.2 Theft of Animal

The **Company** shall pay in respect of the permanent loss of the insured **Animal** (other than Pigs, Sheep, Goats and Rabbits) being lost or stolen and no recovery is made till 30 days, provided.

- i. The liability of the **Compan**y to pay the claim under this cover is limited to **Sum Insured** specified in the **Schedule** and subject to **Deductible**.
 - a. Theft:The basis of indemnity will be specified percentage of market value of the **Insured** animals 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 60% of the market value of the **Insured** animal.
- ii. The claim under this cover shall be processed only if the adequate proof of theft is produced, i.e. a copy of FIR report from Police/Local Government bodies, reports for verification & Non Traceable Report from Police Station in whose jurisdiction theft has occurred or such act committed within 30 days from the date of theft of **insured Animal**

4.3 Transit Cover Beyond 80 Kms (By Rail, Road)

Under this option, the **Company** shall waive off the General Exclusion mentioned in Section-5, clause (5.1), sub clause(6) of this **Policy**. Such waiver, if allowed, shall be expressly mentioned in the **Schedule**.

4.4 Waiver of Waiting Period

Under this option, the **Company** shall waive off the Waiting Period condition mentioned in Section-5, clause(5.1),(sub clause3) of this **Policy**. Such waiver, if allowed, shall be expressly mentioned in the **Schedule**.

4.5 Waiver of Deductible

Under this option, the **Company** shall waive off the **Deductible** condition mentioned in the **Schedule**. Such waiver, if allowed, shall be expressly mentioned in the **Schedule**.

5. Exclusions

5.1 General Exclusions

The Company shall not be liable under this Policy for any claim/s arising out of:

- Malicious or wilful injury or neglect, overloading, unskilful treatment or use of Animal insured for purpose other than as stated in the Policy without the consent of the Company in writing.
- 2. Accidents and/or diseases contracted prior to commencement of risk.
- Death of insured Animal due to diseases contracted within 15 days from the Date of Commencement of Risk, unless such insurance is a continuous renewal with us without any break of the Policy that was in force or Add-On cover 4.4, Waiver of Waiting Period, is opted under this Policy.
- 4. Intentional slaughter of the insured Animal except in case where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified Veterinary Doctor appointed by the Company or in cases where destruction is resorted to by order of lawfully constituted authority in such case(s), any compensation received by the Insured will be deducted from the claim amount payable by the Company.

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- 5. Transportation by Air/Sea.
- 6. Transportation beyond 80kms unless Add-On cover 4.3, Transit Cover Beyond 80kms, is opted under the **Policy**.
- 7. PTD is not covered unless Add On Cover 4.1 Permanent Total Disablement (PTD) is opted under the Policy.
- 8. Missing, straying, theft (unless Add-On Cover 4.2 Theft of Animal, is opted under the **Policy**) or clandestine sale of the **Animal** insured,
- 9. 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.
- 10. Any **Accident**, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear material or weapons or any consequence thereof.
- 11. All the claims received without intact identification by the way of Ear Tag (or micro-chip).
- 12. Legal liability, if any, arising out of the use of the Animal insured.
- 13. Loss or 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 such action taken in respect of any act of terrorism shall also be excluded, unless it is proved by the **Insured** to the satisfaction of the Company that such loss or damage, cost or expenses of whatsoever nature is not directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to such action taken in respect of any act of terrorism.
- 14. Any consequential loss, however arising.

5.2 Specific Exclusions (Applicable to listed Livestock)

1. Specific Exclusions applicable to Cattle

- i. Diseases such as Rinderpest, Black Quarter, Haemorrhagic Septicaemia, Foot & Mouth, Anthrax and Theileriosis unless the **Animal**(s) is / are inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the **Company** prior to **Cattle** contracting these diseases resulting in death.
- ii. Pleuropneumonia in respect of **Cattle** in Lakhimpur and Sivasagar (Sibsagar) District of Assam.
- iii. Brucellosis in stud/ breeding bulls.
- iv. Any death and disability arising out of bullock cart racing/sports/related activities in case of bullocks

2. Specific Exclusion applicable to Sheep & Goat

- i. Enterotoxaemia, Sheep Pox, Goat Pox, Rinderpest, FMD, Anthrax, Haemorrhagic Septicaemia, Black Quarter. These diseases are covered if the **Animal** is successfully inoculated (protected) and necessary Veterinary Certificate for such inoculation/s is submitted to the **Company**.
- ii. Disability of any Kind.

3. Specific Exclusions applicable to Pig

i. Disability of any kind

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- ii. Breeding and farrowing risk
- iii. Swine flu is covered if the **Animal** is successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the **Company**.

4. Specific Exclusions applicable to Camel

i. Famine: Death due to scarcity of food.

5. Specific Exclusions applicable to Horse/Pony/Mule/Donkey/Yak

- i. Racing, hunting and bloodstock purpose.
- ii. Diseases like Glanders, South African Horse Sickness, Rinderpest, Anthrax, Black Quarter, Foot and Mouth Disease, Tetanus.

6. Specific Exclusion applicable to Elephant

i. Haemorrhagic Septicaemia, Anthrax and Rabies unless inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the **Company**.

7. Specific Exclusions applicable to Rabbit

- i. Pasteurellosis infection
- ii. Culling, Cannibalism and intentional slaughter.
- iii. Undergrowth
- iv. Myxomatosis: This disease is covered if the rabbits are successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the **Company**.
- v. Coccidiosis: This disease is covered if suitable and effective coccidiostats are administered through food or water.
- vi. Disability of any kind.

6. General Conditions

- 1. The **Policy** shall be void and all premium paid hereon shall be forfeited to the **Company**, in the event of mis-representation, mis-description or nondisclosure of any material particulars 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 device being used by the **Insured** or any one acting on his behalf to obtain a benefit under this **Policy**.
- 2. The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** insofar 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**.
- 3. Every notice and communication required by **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**.
- 4. Every **Animal** must be in sound and perfect health and free from any injury at the time of proposal for insurance or for any renewal, addition, or substitution **and** must also be in sound and perfect health and free from any injury at the time of payment of premium.
- 5. The Insured shall cause every Animal insured to have sufficient and proper feed, water and shelter and shall keep secure all yards, sheds, and stabling's 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 of loss under this Policy, the intent and the meaning of this condition being that each insured animal shall have the same care and attention as when not insured. Prescribed inoculations/Vaccinations are to be followed in respect of the Animals insured as per the schedule fixed by the animal husbandry department and government from

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- time to time. Failure to comply with shall make the **Policy** voidable and vitiate the claim under the **Policy**.
- 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.
- 7. **Insured** must take all reasonable care of the **Animal insured** and in the event of an illness or lameness or **Accident** shall take the following steps:
 - Immediately obtain the services of a qualified Veterinary Surgeon and cause the **Animal** to be treated
 - Immediately give notice to the Company in writing in case of death or disablement.
- 8. **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**.
- The cover afforded under this **Policy** shall stand cancelled and no payment shall be made hereunder if the ownership of the **insured Animal** passes from **Insured** to any other person or entity otherwise than by the operation of the law.
- 10. Animal insured should carry the identification applied by the Company at all times. In case, the identification (ear tag or other means of identification) is lost or missing, immediate notice of the same should be communicated to the Company within 24 hours of such incident and seek for fixing of identification to the Animal. No amount is recoverable under this Policy in respect of any claim, unless the identification (ear tag or other means of identification) of the animal in respect of which such claim is made, is available.
- 11. On the death of any Animal hereby insured, the Insured shall give immediate notice thereof to the Company by phone, letter, fax, email (or as mentioned in the claims procedure) and shall give the Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall also within 7 days furnish to the Company such information, accompanied by such Veterinary Certificate and satisfactory proof as to the death, identity and value of the Animal as the Company may require.
- 12. In event of PTD it is mandatory to submit disablement certificate by any Govt. Authorized Veterinary surgeon with medical certificate and bills incurred for treatment.
- 13. The settlement of claim under this cover is subject to the **Company** being fully satisfied that there is no possibility of the productive use of the **Animal** being restored at all.
- 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 this amount 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 there is any other insurance by whomsoever covering the same animal, the **Company** shall contribute only its ratable proportion.

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- 16. No interest or penalty shall be payable by the **Company** on any account whatsoever in respect a claim under this **Policy**.
- 17. 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.
- 18. 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's** liability hereunder.
- 19. Where proposal forms are not received, information obtained from the Insured whether orally or otherwise is captured in the policy document. The Insured shall point out to the Company, discrepancies, if any, in the information contained in the Policy document within 15 days from Policy issue date after which information contained in the Policy shall be deemed to have been accepted as correct. 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.
- 20. The Company may cancel this Policy by sending 15 days' notice by registered letter to the Insured at his last known address and in such an event, will return to the Insured the premium less the pro-rata portion thereof for the period the Policy has been in force. This Insurance may also be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per the table given here below, for the time the Policy has been in force, provided no claim has arisen during the then current period of insurance

Policy period	% of Annual Premium Retention
Up to one month	25% of annual rate
Up to three months	50%of annual rate
Up to six months	75% of annual rate
Exceeding six months	100% of annual rate
Exceeding six months	100% of annual rate

Cancellation of long-term Policies: For policy tenure more than one year, premium retention will be for the completed year or part thereof and refund will be on short period scale for the year in which refund takes place and full refund for years not completed. Discount if any will be recalculated.

21. 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

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- 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.
- 22. 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.
- 23. If death of the **Animal**s hereby **insured** shall be due to the negligence, carelessness, or wrong doing 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 use in the name of the **Insured** and recover compensation including subrogation, from the person or persons causing the death and any monies or other compensations which shall be recovered shall belong to the **Company**. The **Company** will indemnify the **Insured** against all costs and expenses so incurred with his written consent.
- 24. The applicable Jurisdiction under this **Policy** shall be India. All claims under this **Policy** shall be settled in Indian Rupees only.
- 25. The **Company** shall not be bound to issue any renewal notice or 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.
- 26. The **Company** will offer to settle the claim under this **Policy** within 30 days from the date of receipt of all necessary documents required for assessing the claim. 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 from the date of receipt of all necessary documents. Claims processing and settlement will be as per Protection of Policy Holder's Interest, Regulation 2002. In the event the claim is not settled within 30 days as stipulated above, the insurer shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of receipt of last relevant and necessary document from the **insured**/claimant by insurer till the date of actual payment..
- 27. Claims Procedure: In the event of a claim, Insured will notify a claim immediately to the call centre [1800 22 1111 / 1800 102 1111] Monday to Saturday (8 am 8 pm)] or send intimation via email or by letter/fax to nearest Company branch office with details regarding Policy number, ear tag number, date, place, time and cause of loss leading to the claim. The Company will appoint investigator (if required) to assess the admissibility of the claim. Unless otherwise decided by Company, the following indicative list of documents will be necessary for processing a claim under this Policy
 - a. Claim Form filled by the Insured
 - b. Death cum PM Report by the Veterinary Doctor
 - c. Disability certificate from Veterinary Doctor in case of Permanent Total Disability claims
 - d. Intact Ear-tag & other means of identification
 - e. Photographs of the Dead animal with Ear-tag
 - f. Any other Document relevant to substantiate the loss.

Note: For any **Scheme Animal**, the claims assessment procedure shall be in-line with the terms and conditions laid down in the tender documents.

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7. Grievance Redressal Procedure

If you may have a grievance that requires to be redressed, you may contact the 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. We will look into the matter and decide the same expeditiously within 14 days from the date of receipt of your complaint.

For Senior Citizens: Senior Citizens can reach us at seniorcitizengrievances@sbigeneral.in.

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 or contact at gro@sbigeneral.in

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

https://content.sbigeneral.in/uploads/0449cac1bcd144bbb160d3f6b714fbbd.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

You may approach the nearest Insurance Ombudsman for resolution of the grievance.

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Registered and Corporate Office: "Fulcrum Building, 9th Floor, A & B Wing, Sahar Road, Andheri (East), Mumbai 400 099.

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