

### my: jeevika Livestock Insurance Policy

Whereas the Insured described in the Schedule hereto has applied to the **HDFC ERGO 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(s) described in the Schedule and belonging to the Insured shall die from any Accident (inclusive of fire, lightning, flood, inundation, storm, hurricane, typhoon, cyclone, tornado, tempest, earthquake, landslide including rock slide, bush fire, drought, epidemics, famine and other natural calamities) occurring or Diseases contracted 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 information about the cause thereof to the satisfaction of the Company, an amount not exceeding the corresponding Sum Insured in respect thereof as stated in the Schedule hereto or its market value at the time of loss, whichever is less.

#### DEFINITIONS

In this Policy certain words or terms have the specific meanings set out herein below. Words importing the male gender shall also include the female and the singular shall also include the plural, where the context so admits.

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

**Animal** means Livestock.

**Disease/s** 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.

**Insured** means the policy holder and having an insurable interest in the animals covered under the Policy.

**Livestock** means domesticated animals described in the Policy which are kept or raised in pens, houses, pastures, or on farms as part of an agricultural or farming operation and /or acting as a supplement to income of the household. This will necessarily include cow, buffalo, stud bull, bullock, calf, heifer, sheep, goat, and pig only.

**Market Value** of animal means the cost of replacing animal of the same kind or type but not superior to it.

**Period of Insurance** means the cover period stated in the Schedule for which the Policy is valid.

**Policy** means Insured's Proposal Form read along with the Schedule, Company's covering letter to the Insured, 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.

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

**Sum Insured** means the amount as mentioned in the Policy Schedule, which is the maximum sum payable under the Policy during the Policy Period for all the insured perils.

**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.

#### EXCLUSIONS

PROVIDED ALWAYS that this Policy does not cover death either directly or indirectly, due to or arising out of or resulting from:

1. Malicious or willful injury or neglect, over loading, unskillful treatment or the use of animal for purpose and use other than stated in the Policy without the consent of the Company in writing.
2. Accidents occurring or disease(s) 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. Plueropneumonia in respect of livestock in Lakhimpur and Sibsagar Districts of Assam.
6. 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 any Govt Authorized Veterinary Surgeon or in cases where killing is resorted to by the order of lawfully constituted authority.
7.
  - a) Transit through air, river, sea beyond 25 kilometers from the place of stabling.
  - b) Transit through road, rail beyond 25 kilometers from the place of stabling.
  - c) Transit by foot beyond 25 kilometers from the place of stabling, Unless agreed by the Company.
8. Theft or clandestine sale of the insured animal.
9. Straying of animal(s) or if they are missing.
10. Partial disability of any type, whether permanent or temporary.
11. Permanent Total Disability which either results in permanent and total incapacity to conceive or yield milk, or results in permanent and total incapacity to breed or results in permanent and total incapacity for the purpose

- of use mentioned in the proposal form, unless specifically covered on payment of extrapremium.
12. War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage or any consequences thereof.
  13. Accident, loss, destruction, damage, or legal liability directly or indirectly caused by or arising from Ionizing radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons or similar other weapons of mass destruction.
  14. Consequential loss, of whatsoever nature.

## CONDITIONS

It is hereby expressly stipulated and made clear that due observance and fulfillment of the terms, conditions and endorsements 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.

1. The geographical scope of this **Policy** is India. The provisions of this **Policy** shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India.
2. The Policy, the Schedule, the proposal form, 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 and which shall be evidenced by an endorsement on the Policy.
3. Where Proposal Forms are not received, and where 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.
4. Every notice and communication to the Company required by this Policy shall be in writing or in electronic form to the Company.
5. The Insured shall provide sufficient and proper food, water and shelter, immediate and adequate medical attention and supervision to every insured animal. The Insured shall also keep secure all fences, yards, sheds and areas where the animal(s) is stabled and shall exercise all reasonable care and precaution against loss or danger of loss of animal(s) covered under this Policy.
6. This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description, or non-disclosure of any material particular.
7. The benefit under this Policy is forfeited if a claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured.
8. This Policy shall cease to attach to the animal(s) covered hereunder immediately in the event of selling, transferring or in any manner parting with ownership or interest in the animal(s).
9. 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 or any renewal, thereof.
10. The Insured shall permit any authorized representative of the Company at all times to inspect the animal(s) insured and premises where the animal(s) is/are kept and shall furnish any information which the Company may require.
11. 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 shall be communicated in writing to the Policy issuing office of the Company for retagging. On receiving such request Company will initiate the process for retagging.
12. The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy give immediate notice in writing to the Company and shall within thirty (30) days thereof furnish to the Company at his own expense all documents and evidence to substantiate the claim as the Company may reasonably require.
13. On the death of any animal hereby insured, the Insured shall give immediate notice thereof to the Company and shall give the 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 said carcass shall be such as to enable the Company to inspect the ear tag on the carcass. The Insured shall also surrender the ear tag of the deceased animal or allow the Company to verify the same. No amount is recoverable under this Policy in respect of claim under death of the animal hereby Insured unless ear tag of the animal in respect of which such claim is made has been surrendered to the Company or verified by the Company. "No Ear Tag No Claim" will be the binding condition.
14. Basis of Loss Settlement:
  - a) For Scheme animals, death claim shall be settled for 100% of Sum Insured on agreed value basis and as mentioned in the Schedule; and
  - b) For Non Scheme animals, the death claim shall be the Sum Insured as mentioned in the Schedule or the market value, whichever is lower.
15. The Company may at its option replace the animals which have died instead of paying their market value or Sum Insured, whichever is lower, but the Company shall not be bound to replace exactly or completely but only as near as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in replacing livestock than it would have cost at the time of the death of the livestock and not more than the Sum Insured written thereon. If the Company so elects to replace the livestock, the Insured shall at his own expense furnish the Company with such information and such other particulars as the Company may require with a view to carry out replacement.
16. 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 there under.
17. 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 Insured shall execute and deliver instruments and papers necessary to the Company for securing such rights. The Company shall, if necessary, be also 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.
  18. If and when any claim under this Policy is made, there is any other insurance by whomsoever covering the same Insured animal; the Company shall contribute only its ratable proportion.
  19. The Company may cancel the Policy at any time without assigning any reason by giving fifteen days notice in writing in which case the Company shall refund to the Insured a pro-rata of the last premium corresponding to the unexpired period of Insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this Policy has been in force at the short period scale of rates as per the following table provided no claim has occurred up to the date of receipt of request by the Insured.

#### Annual policy

Short Period Scale	Percentage of annual premium to be retained under the Policy
Up to one month	25% of the annual premium
Exceeding one month and up to three months	50% of the annual premium
Exceeding three months and up to six months	75% of the annual premium
Exceeding six months and up to nine months	85% of the annual premium
Exceeding nine months	100% of the annual premium

#### Long Term Policy

In case of midterm cancellation of long term policy either by the Insured or the Company, premium only for the unexpired period would be refunded. The Company shall retain 15% of the pro-rata premium relating to the balance period.

Minimum premium in both annual as well as long term policy of <Rs 100> will be retained for all the policy cancellations done on the request of the Insured.

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.

#### GRIEVANCE REDRESSAL PROCEDURE

For any grievances, the Insured may write to:

##### Head-Customer Services

**6th Floor, City 2, Plot No. 177, CST Road,**

**Kalina, Santacruz (E), Mumbai - 400098**

**Helpline Number- 1800-209-5846 (1800-209-LTIN)**

**or write to**

**Head-Customer Services at [help@tinsurance.com](mailto:help@tinsurance.com)**

In case the Insured is not satisfied with the decision of the above office, or has not received any response within 10 days, the Insured may contact the following official for resolution:

##### The Grievance Officer

**HDFC ERGO General Insurance Company Limited**

**6th Floor, Leela Business Park, Andheri Kurla Road,**

**Andheri, Mumbai - 400059 or write to**

**The Grievance Officer at [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)**

In the event of any grievance related to delay in settlement or against decision on any claim, premium, non-issue or interpretation of Policy terms, or such other grievances, he/she may, wherever permissible, subject to provisions of Redressal of Public Grievances Rules, 1998, approach the Insurance Ombudsman. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

The details of the Insurance Ombudsmen and their jurisdiction are as follows:

**Ombudsman Offices**

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p><b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI - Shri Kiriti B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>LUCKNOW - Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>