HDFC ERGO General Insurance Company Limited Policy Wordings



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:

- 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.
- 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.
- 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 placeofstabling, 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.
- 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

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059. UIN: my:Jeevika Livestock Insurance Policy - LNT-OT-P15-08-V01-14-15.

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.
- Accident, loss, destruction, damage, or legal liability directly or indirectly caused by or arising from lonizing 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.

- 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.
- 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.
- 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.
- 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).

- 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 theanimal(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 forretagging,
- 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:
 - 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

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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.
- 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 ratableproportion.

Multiple policies involving Bank or other lending or financing entity -

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with value at risk.

19. Cancellation:

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured.

The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period

Contact Us

Claim Intimation:	Claim document submission at address
Service No. 022-62346234 / 0120-62346234 Email: care@ hdfcergo.com	The Manager Claims Department HDFC ERGO General Insurance Company Limited 6th Floor Leela Business Park Andheri Kurla Road, Andheri East Mumbai-400059 India

Grievance Redressal Procedure

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

1. Our Grievance Redressal Officer

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Contact us- 022 6158 2020/ 022 6234 6234
- Emails grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226
 I Email ID: seniorcitizen@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website www.hdfcergo.com
- Courier Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Redressal Cell, HDFC ERGO General Insurance Company Ltd. D-301,3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai – 400078, Maharashtra

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

To the Chief Grievance Officer HDFC ERGO General Insurance Company Limited D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400078, Maharashtra e-mail: cgo@hdfcergo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://bimabharosa.irdai.gov.in

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- · Delay in settlement of claim
- · Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com https:// www.hdfcergo.com/customer-voice/grievances for detailed grievance redressal procedure.

Names of Ombudsman	and Addresses of	Ombudsmen Centers
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OFFICE DETAILS JURISDICTION OF OFFICE (UNION TERRITORY, DISTRIC		
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka.	
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.	
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa.	
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts vizGurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &Kashmir, Ladakh and Chandigarh.	
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana vizGurugram, Faridabad, Sonepat and Bahadurgarh)	

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
GUWAHATI 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 /2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, 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.
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.

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OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
NOIDA 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	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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