



**UNITED INDIA INSURANCE COMPANY LIMITED**  
**ANIMAL DRIVEN CART INSURANCE POLICY**

WHEREAS the INSURED, named in the Schedule hereto has made to the United India Insurance Co. Ltd (hereinafter called the "Company") a proposal and declaration, which shall be the basis of this contract and be deemed to be incorporated herein for the Insurance hereinafter contained and has paid the premium stated herein.

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed otherwise expressed heron that if the Property described herein or any part thereof shall be LOST or DAMAGED by the contingencies stated herein at any time during the period of Insurance stated herein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal or extension thereof the Company will pay not exceeding in any one period of Insurance in respect of the several items specified herein the Sum set opposite thereto respectively.

**I. SECTION I - ANIMAL AND CART/TONGA**

**A. Scope of cover:**

The Company will indemnify the Insured in respect of death of animal and/ or loss or damage to cart/tonga and its accessories by

1. Accidental External means
2. Fire, External explosion, lightning, flood, cyclone, earthquake and other like perils.
3. Riot and strike or malicious act.
4. Whilst in transit by road, rail and inland waterways during the currency of this Policy.

**B. Extension:**

The Insurance by this Policy also applies to:

1. Permanent Total Disability of the animal (which results in loss of use of the animal) arising out of the perils listed above in which case the Company's liability is limited to 50% of the Sum Insured therein.
2. Theft of the Cart.

**C. Special Conditions:**

1. In case of Total Loss to cart, Company's liability is limited to 75% of the Sum Insured thereon.
2. Damage to hard or pneumatic rubber tyres not covered unless they are damaged along with the cart wherein the liability is limited to Fifty Percent (50%) of the cost of replacement.
3. The excess to be borne by the Insured is Rs. 100/- in respect of cart and Rs.200/- in respect of Tonga in respect of each and every claim.
4. No deduction for salvage will be made.

**II. SECTION II – LIABILITY**

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation and litigation expenses incurred by the Insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the Insured's service and/or accidental damage to property not belonging to or in the custody or control of the Insured or any member of the Insured's family or any person in the service of the Insured in the event of accident caused by or happening through or in connection with the cart Insured hereunder during the currency of the Policy provided that the liability of the Company for bodily injury and property damage in respect of such compensation and litigation expenses in any one event and in any one period of Insurance respectively is limited to Rs. 5,000/- (Five thousand only) and Rs. 10,000/- (Ten Thousands only).

**III. SECTION III – PERSONAL ACCIDENT**

**A. Scope of cover:**

If the Insured or any person authorised to drive the cart by the Insured aged between 16 years and 65 years shall during the currency of the Policy sustain injury whilst driving the cart resulting totally and directly from accident caused by external, violent and visible means then the Company shall pay the Sum hereafter set forth:

- a. If such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the Insured / driver Rs. 10,000/- (Ten Thousands only). The amount payable under this clause shall be paid to the legal representatives of the deceased.



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- b. If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or of the total and irrecoverable loss of use of the two limbs or of such loss of sight of one eye and one limb Rs. 10,000/- (Ten Thousands only).
- c. If such injury shall with six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or of the total and irrecoverable loss of use of one limb Rs.5,000/- (Five thousand only)
- d. If such injury shall within six calendar months of its occurrence be the sole and direct cause of permanently totally and absolutely disabling the Insured / Driver from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever Rs. 10,000/- (Ten Thousands only).

### **B. Special conditions**

The company shall not be liable:

1. (a) for compensation under more than one of the clauses a, b, c or d above in respect of death, injury, or disablement from and for payment of compensation in respect of death, injury, or disablement from:
    - (i) intentional self injury, suicide, or attempted suicide
    - (ii) directly or indirectly caused by insanity
    - (iii) arising or resulting from committing any breach of the law with criminal intent.
  - (b) for compensation under more than one of the clauses a,b,c, or d above in respect of same injury or disablement.
  - (c) for any payment in case of more than one claim under the Policy during any period of Insurance by which the maximum liability of the Company would exceed the Sum of Insured Rs. 10,000 /-.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of the Insured or Driver on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company. Provided that in the case of valid claim arising under-sub-clause (a) or (b) or (d) all sums payable hereunder shall be payable only on the delivery of this Policy cancelled and discharged.
  3. No Sum payable under this Policy shall carry interest.

### **IV. EXCEPTIONS**

The Policy does not cover liability in respect of Death, Disablement or injury or any loss or damage caused by: In case of Total Loss to cart, Company's liability is limited to 75% of the Sum Insured thereon.

1. Disease.
2. Malicious or wilful injury or neglect, overloading or strain, unskillful treatment.
3. Theft or clandestine sale of the insured animal.
4. Partial disability of any type whether permanent or temporary
5. Theft of accessories unless the cart itself is stolen
6. Dismantling the cart for the purpose of repairing
7. Consequential loss
8. Depreciation, wear and tear.
9. Accident to the passenger in the cart / vehicle.
10. Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
11. Accident whilst the cart is driven by the Insured or by authorised person under the influence of intoxicating liquor or drugs.
12. 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 consequences thereof or attempt thereat
13. Nuclear weapons material and also legal liability arising therefrom
14. Any event directly or indirectly caused by or contributed to by or arising from or traceable to ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

### **V. GENERAL CONDITIONS**

1. If there shall be any incorrect or untrue statement in the proposal herein referred to, or if the Insured shall not state any material fact or circumstance at the time of proposal or alteration or extension or renewal of this Policy, or on the Insured making any claim hereunder or if he shall make any false or fraudulent claim, or shall fail in particular to observe and perform the terms and conditions hereof, this Policy shall be void and all premiums paid hereon shall be forfeited to the Company.
2. Every animal must be sound and in perfect health and free from any injury at the time of the proposal for insurance, or for any renewal, any addition or substitution must also remain sound and be in perfect health and free from any injury at the time of payment of the premium or balance thereof.
3. The Insured shall permit any authorised representatives of the Company at all times to inspect the animal and cart hereby insured and premises of the Insured where the animal is kept and the Insured shall furnish any information which they may require and shall comply with all reasonable regulations and directions from time to time made and given by the Company.



4. The Insured shall give immediate notice in writing to the Company of any illness or lameness of an accident or injury to any animal hereby insured.
5. The Insured shall cause every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, wards, sheds and stabling and shall at all times and to the best of his knowledge and ability, use and exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of the condition being that each insured animal shall have the same care and attention as when not insured.
6. In the event of illness or accident the Insured shall at his own expense, immediately obtain the services of a qualified Veterinary Surgeon and cause the animals to be properly treated.
7. **Contribution:** If at the time of any loss or damage covered by this Policy there shall be any other insurance covering the same Property whether effected by the Insured or not, then the Company shall not be liable for more than its ratable, proportion thereof.
8. On the death of any animal hereby insured the Insured shall, give immediate notice thereof to the Company at the Office which has issued the Policy, and shall give the Company an opportunity of inspecting the carcass until at least the expiration of twenty-four hours after such notice shall have been received by the Company. The Insured shall also within fourteen days furnish to the Company such information in respect of cart and/ or animal accompanied by such veterinary certificates and satisfactory proof as to the death, identity and value of the animal as the Company may require.
9. **Average:** If the Property hereby insured shall at the time of any loss or damage 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 Insured, if more than one, of the Policy shall be separately subject to this condition.
10. If death of the animals, 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 Company to sue in the name of the Insured and recover compensation from the person causing the death and any monies or other compensation which shall be recovered, shall belong to the Company. The company will indemnify the Insured against all costs and expenses so insured with its written consent.
11. The Insured shall take all reasonable steps to safeguard the cart from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the cart or any part and in the event of any accident the cart shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the cart be driven before the necessary repairs are effected any extension of the damage or any further damage to the cart shall be entirely at the Insured's own risk.
12. Cancellation:
  - a. The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
  - b. The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.
13. The due observance and fulfilment of the terms and 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.