



UNITED INDIA INSURANCE COMPANY LIMITED
DAIRY PACKAGE INSURANCE POLICY

WHEREAS the INSURED named in the Schedule hereto has made to 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 or otherwise expressed hereon that if the Insured shall sustain loss or damage to property or the Insured or managerial staff or employees of the Insured permanently working with the Insured shall sustain bodily injury or the Insured shall sustain loss as a result of the death due to disease / accident occurring during the period of insurance of any animal Insured as described herein at any time or any specified period in respect of which the Insured shall have paid and the Company shall have accepted the premium required or the renewal or extension thereof, the Company will pay to the Insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the benefits specified herein as the case may be, but not exceeding during any one period of insurance in respect of each of the item specified herein, the Sum set opposite thereto respectively.

A. GENERAL CONDITIONS

1. Notice:

Every notice and communication to the Company required by this Policy shall be in writing to the Policy issuing Office of the Company.

2. Misdescription:

This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.

3. Reasonable Care:

The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

4. Cancellation:

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.

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.

5. Claims Procedure:

- a) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy:
 - i. In the event of theft lodge forthwith a complaint with the Police and shall take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - ii. Give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expense detailed particulars of the amount of the loss or damage, together with such explanation and evidence to substantiate the claim as the Company may reasonably require.
- b) If the insured or any member of the Insured's family /staff named in the Schedule sustain any bodily injury or contract any disease or suffer from any illness requiring treatment at any Clinic, Nursing Home or Hospital in respect of which a claim is or may be made hereunder, prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days (14) of the date of injury or contracting disease or suffering from illness.
- c) If the Insured or member of the Insured's family comprising the Insured's spouse and children shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The Insured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof.
- d) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the prior consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

6. Contribution:

In the event of any loss damage liability or expenses covered by this Policy there shall be any other insurance covering the same loss damage liability or expenses, whether effected by the Insured or not this Policy shall pay only so much of the excess of such loss damage liability or expenses as is not recoverable under such other insurance subject always to the limitations of this Policy.



7. Fraud:

If any claim under this Policy shall in any respect be fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

8. Indemnity:

The Company may at its option reinstate replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of the loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage and not more than the Sum Insured by the Company thereon.

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. **Observance of Terms and Conditions:** The due observance and fulfillment of the terms, conditions and endorsement 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.

B. GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or damage, liability or expenses whether directly or indirectly, occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military, or usurped power or civil commotion or loot or pillage in connection herewith.
2. Loss or damage caused by depreciation or wear and tear
3. Consequential loss of any kind or description.
4.
 - a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - b) This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of Condition 4 (b) only combustion shall include any self-sustaining process of nuclear fission

In any action or suit or other proceedings where the Company alleges that by reason of the above provisions and loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

I. SECTION I - DAIRY CATTLE

A. SCOPE OF COVER

This insurance covers the Insured against indemnity only for death of their insured animals due to

1. Accident (inclusive of fire, lightning, flood, inundation, storm, hurricane, earthquake, cyclone, tornado, tempest and famine).
2. Disease contracted or occurring during the period of this Policy not specifically excluded under the Policy; Provided such diseases can be covered subject to successful vaccination and inoculation against the diseases duly certified the Veterinary Surgeon. Fresh Veterinary examination is not necessary if the renewal is made on or before expiry of the Policy.
3. Surgical Operations.
4. Riot and Strike, Terrorism.

The Policy can also be extended to cover permanent total disablement on payment of extra premium:

- a) Permanent total disablement, which in the case of Milch Cattle results in permanent and total in capacity to breed, conceive or yield milk
- b) Permanent total disability which in the case of Stud Bulls results in permanent and total in capacity for breeding purpose.
- c) In case of Bullocks and Castrated male Buffaloes - permanent and total in capacity for the purpose of use mentioned in the Proposal Form / Policy.



B. GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Malicious or wilful injury or neglect, overloading, unskilled treatment or use of the animal for the purpose other than that stated in the Policy without the consent of the Company in writing.
2. Accident occurring prior to the commencement of risk and diseases contracted within 15 days from the date of commencement of risk (15 days' waiting period applicable in non-scheme cattle insurance for disease only).
3. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by or of lawfully constituted authority.
4. Transport by air and /or sea.
5. Theft and/or clandestine sale of insured animal.
6. 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 in consequences thereof or attempt thereat.
7. Any accident, loss, destruction, damage or legal liability directly or indirectly, caused by or contracted to by or arising from nuclear weapons / materials.
8. Partial disability of any type.
9. Consequential loss of whatsoever nature.
10. Permanent total disability which, in the case of Milch Cattle results in permanent and total in capacity for breeding purpose and in the case of Bullocks and Castrated male Buffaloes results in permanent and total in capacity for the purpose of use mentioned in the Proposal Form / Policy;
Provided this exclusion shall not operate if the cover for permanent total disablement is specifically opted to be included in writing and necessary additional premium is paid by the Insured at inception of cover.
11. Rinderpest, Black quarter, Hemorrhage Septicemia, Anthrax and Foot and Mouth Disease.

C. SPECIFIC EXCLUSIONS FOR CATTLE ONLY

1. Pleura pneumonia in respect of cattle in erstwhile Lakimpur and Sibsagar districts of Assam.
2. Transit by foot beyond 50 kms. from place of stabling.

D. SPECIAL CONDITIONS

1. All insured animals should be suitably identified by year tag made of brass metal / poly urethane "E" tags. Natural identification marks should be clearly noted in the proposal form and veterinarian's report. The cost of year tags and tagging charges (at the discretion of the Company) will be borne by the insurer.
2. The animal must be sound and in perfect health and free from any injury at the time of proposal of insurance or any renewal. Must also remain sound and be in perfect health and free from any injury at the time of payment of premium.
3. The Insured shall permit any authorised representative of the Company at all times to inspect the animal thereby insured at the premises of the Insured and the Insured shall furnish any information which the Company 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 or accident or injuries to the animal insured hereby.
5. The insured shall cause the animal insured to have sufficient and proper feed, water and shall get secured of fences, yards, shades and stabling and shall at all times and to the best of his knowledge and ability, youth and exercise every due and proper precaution and safeguards against loss or damage under this Policy; the intention and meaning of this condition being that the insured animal shall have same care and attention as and when not insured.
6. In the event of illness or accident, the Insured shall at his own expenses immediately obtain the certificate of a qualified veterinary surgeon and cause the animal to be properly treated.
7. On the death of the 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 the opportunity of inspecting the carcass until atleast the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall also within 14 days furnish to the Company such information accompanied by such veterinary certificates and satisfactory proof as to the death identity and value of the animal as the Company may require.
8. Ear tag of the deceased animal be submitted alongwith duly completed claim papers.
9. The Policy is issued on the principle of " NO TAG - NO CLAIM." It is incumbent on the part of the Insured to notify immediately to the Insurance Company, the loss of tag and to ensure its immediate replacement, at their expenses.

II. SECTION – II -FIRE & ALLIED PERILS - (A) BUILDINGS / PERMANENT STRUCTURES AND (B) MECHANICAL GADGETS (AS DEFINED IN THE PROPOSAL-CUM-SCHEDULE ATTACHED TO THE POLICY)

A. SCOPE OF COVER

The Company will indemnify the Insured in respect of loss of or damage to the Buildings and Mechanical Gadgets whilst contained / installed in the insured premises by:

1. Fire, Lighting, Explosion of gas in domestic appliances,
2. Bursting and overflowing of water tanks, apparatus or pipes,
3. Aircraft or articles dropped therefrom,
4. Riot, Strike, or Malicious Act,
5. Earthquake, (Fire and / or Shock) Subsidence and Landslide (including Rockslide) damage
6. Flood, inundation, storm, tempest, typhoon, hurricane, Tornado or Cyclone.
7. Impact damage
8. Terrorism

**B. SPECIAL EXCEPTION**

The Company shall not be liable in respect of the first Rs.2500/- or 2 1/2% if the Sum Insured, whichever is less of each and every loss arising under sub-section "(f)" hereof.

C. SPECIAL CONDITIONS

1. No one item of Mechanical Gadgets is deemed to be more than 5% of the Sum Insured under this Section unless separately specified and value stated.
2. Condition of Average: If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against 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 accordingly.

Class 'A' Construction: Buildings shall / have external wall(s) of stone / brick / concrete blocks / Asbestos sheets cladding and / or metal sheets cladding / glass panel / partly or fully open sided and roof of R.C.C. /Masonry / Asbestos concrete sheets / metal sheets / tiles wooden shingles or boardings on R.C.C. / steel / wooden frame work.

1. N.B. Thin layer of grass, hay or reeds on incombustible roofing is permitted.
2. Use of Thermostating resin fibre glass reinforced sheets is permitted for skylights.

III. SECTION – III - KISHAN AGRICULTURAL PUMSET INSURANCE

(Upto 10 Horse Power in respect of Electrical Motor Sets and 15 HP in respect of Diesel / Oil Sets)

The Insurance Covers the Centrifugal pump sets (electrical and diesel) upto 10 Horsepower capacity which are used for agricultural purposes only.

A. SCOPE OF COVER

1. Fire & lightning
2. Theft/burglary (due to violent forcible entry provided the pump set is kept in a locked enclosure).
3. Mechanical / electrical
4. Riot, Strike, malicious damage
5. Terrorism

B. SPECIFIC EXCLUSION TO KISHAN AGRICULTURAL PUMPSET INSURANCE

1. Normal wear & tear, gradual deterioration due to atmospheric condition or otherwise.
2. Wilful act or gross negligence of the Insured or his representatives.
3. Faults existing at the time of commencement of insurance and known to the Insured or his representative.
4. Loss or damage for which the manufacturer or supplier of property is responsible either by law or under contract.
5. Cost of dismantling, transport to workshop and back as also cost of re-erection.
6. The deductible franchise as stated below to be first borne by the Insured out of each and every machinery breakdown claim. Where more than one item is damaged in any one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest deductible franchise applicable to any one such item.

A. Electrical Motor Sets	
Horse Power	Deductible Franchise (Rs.)
3.0	75
5.0	75
7.5	85
10.0	90
B. Diesel / Oil Sets	
Horse Power	Deductible Franchise (Rs.)
5.0	90
7.5	105
10.0	115
15.0	140

C. Rewinding Charges: Maximum Rewinding charges admissible are as under:

Horse Power	Rewinding Charges (Rs.)
3	600
5	800
7.5	1000
10	1300

Rewinding charges payable after allowing for salvage value of the burnt copper plus deductible excess.



D. SPECIAL CONDITIONS

In the event of any occurrence which might give rise to a claim under this Section, the Insured shall

1. immediately notify the Policy issuing Office of the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
2. take reasonable steps within his power to minimise / restrain the loss or damage of liability.
3. Preserve the damaged or defective parts and make them available for inspection by an Official or Surveyor of the Company.
4. furnish all such information and documentary evidences as the Company may require.
5. The Company shall not be liable for any loss or damage on which notice and completed claim form have not been received by the Company within 14 days of its occurrence.

The liability of the Company under this Section in respect of any item of property sustaining damage for which indemnity is provided, shall cease if the same item is kept in operation without being repaired to the satisfaction of the Company.

E. THEFT AND BURGLARY ENDORSEMENT

1. It is hereby declared and agreed that if the property described in the Schedule of the within mentioned Policy shall be lost by theft following upon an actual forcible and violent entry of the premises, by the person or persons committing such theft, then the Company will pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost provided the liability of the Company shall in no case exceed in respect of such item, the Sum expressed in the Schedule hereto to be insured thereon. It is hereby declared and agreed that the theft, burglary of either the pump or the motor or both is held covered under this Policy.
2. This Section does not cover the following:
 - a) Loss or damage where any inmate or member of the Insured's household or his business staff or any other persons lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
 - b) Loss or theft of individual parts of the pumping set.
3. This Section shall cease to attach:
 - a) If the premises shall have been left uninhabited by day and night for 7 or more consecutive days and nights or while the premises are left uninhabited.
 - b) If the Insured shall cause or suffer any material alteration to be made in the premises or any one to be done whereby the risk is increased.
 - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe, so far as is expressible provided for in this Section or this endorsement.

IV. SECTION – IV MACHINERY BREAK-DOWN FOR MECHANICAL GADGETS (OPTIONAL)

A. SCOPE OF COVER

The Company will indemnify the Insured against unforeseen and/sudden physical damage caused by and/or solely due to mechanical and/or Electrical breakdown of domestic electrical electronic or mechanical appliances apparatuses or gadgets specified in the Schedule whilst contained in or fixed at the insured premises. Provided that the liability of the Company in respect of any one time in any one period of insurance will not exceed the Sum Insured set against such item in the Schedule.

B. SPECIAL PROVISIONS

1. **SUM INSURED:** It is a requirement of this Insurance that the Sum Insured in respect of such item specified in the Schedule shall be equal to the cost of replacement of the insured property by new property of the same kind and capacity.
2. **BASIS OF INDEMNITY:**
 - a) Where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability. If the cost of repair exceeds the actual value of the insured item immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below:
 - b) In case of total loss, claims will be paid subject to depreciation of 10% per year. The maximum depreciation however shall not exceed 50% of the Sum Insured of the item in respect of which a total loss claim is admitted under the Policy.

C. SPECIAL EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss or damage caused by or arising out of wilful act or gross negligence of the Insured.
2. Loss or damage due to faults existing at the time of commencement of this Insurance and known to the Insured regardless of whether such faults or defects were known to the Company or not.
3. Loss or damage for which the manufacture or supplier of the property is responsible either by law or under contract.
4. Cost of transport to the repair shop and back to the Insured's premises of any insured item arising out of any damage to such item.
5. Loss of or damage to any insured item by perils which are insurable under other Section of this Policy.
6. Loss of or damage to any insured item occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority of such item or by permanent or temporary dispossession of any building resulting from the unlawful occupation by the Insured of the building.



D. EXCESS

The Insured shall bear upon himself 1% of the Sum Insured in respect of each item or the sum of Rupees Twenty Five (Rs.25/- only) whichever is higher of each and every loss or damage in respect of which a claim is admitted under the Policy.

V. SECTION – V MONEY-IN-TRANSIT

A. SCOPE OF COVER

The Company will indemnify the Insured in respect of:

1. Loss by accident or misfortune whilst the insured’s money in the hands of the Insured or the Insured’s employees is in transit within a radius of 25km. from the Insured’s premises as stated in the Schedule.
2. Loss of or damage to money by Burglary and/or housebreaking whilst contained in safe, burglar resisting or otherwise steel cupboards/cash box and/or such other containers under lock and key.
3. Loss of money whilst in the Insured’s premises other than safe, during business hours, consequent in or following upon assault and/or violence against the Insured or any employee of the Insured or any threat thereof, burglary and/or housebreaking provided always that such money are in the custody of the responsible employee entrusted with the work of handling cash.

Provided always that:

- i. Company’s liability in respect of any one loss and for any one year is limited to the sum or sums stated in the schedule.
- ii. In no event the Company shall be liable for any loss which is not discovered within a period of 3 days from its occurrence and not notified to the Company.
- iii. A complete account of cash received and sent through authorised employees for depositing in bank is kept.

B. CONDITIONS

1. A complete account of cash in the safe/cash box shall be kept secured in some place other than the said safe/cash box and the liability of the Company shall be limited to the amount actually shown by such record to be in the safe/cash box at the time of loss.
2. It is further declared and agreed that this Policy does not extend to cover the loss of money abstracted from the safe/cash box following the use of the key to the said safe/cash box of any duplicate thereof belonging to the Insured unless such key has been obtained by threats or violence.

C. EXCEPTIONS

The Company shall not be liable in respect of:

1. Loss of money where any employee of the Insured or member of the Insured’s family is concerned as principal or accessory or arising out of or attributable to act of fraud / dishonesty committed by one or more of the employees carrying the money.
2. Shortage due to error or omission.
3. Loss or damage when the insured premises are left uninhabited day and night for seven consecutive days and nights.

VI. SECTION – VI JANATHA PERSONAL ACCIDENT

Any person irrespective of sex, occupation and profession in the age group of 10 to 70 years may be covered.

A. SCOPE OF COVER

This Insurance will pay to the Insured person(or in cases of death to the Assignee) the amount shown against the table of benefits, if the Insured person shall sustain any bodily injury resulting solely and directly from accidents caused by outward violent and visible means and such bodily injury shall within twelve calendar months of its occurrence be the sole and direct cause of:

SR. No.	Table of Benefits	Sum Insured payable under JPA
1.	Death -----	Rs. 25,000/-
2.	Total and irrecoverable loss of sight of both eyes or loss or use of two hands or feet or loss of sight of one eye and loss of use of one hand or foot ----- ---	Rs. 25,000/-
3.	Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot -----	Rs. 12,500/-
4.	Permanent Total and absolutely disabling the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever --	Rs. 25,000/-



B. EXCLUSIONS

1. Any existing disablement.
2. Death, injury or disablement due to intentional self-injury, suicide or attempted suicide.
3. Disablement or death under influence of liquor or drug.
4. Death or disablement during racing, hunting, mountaineering, Ice Hockey, winter sports
5. Insanity.
6. Breach of law with criminal intent.
7. War group of perils.
8. Nuclear group of perils.