

EXCEPTIONS

1. Malicious / willful injury, neglect.
2. Transit by any mode of transport.
3. Improper management (including overcrowding)
4. Undergrowth, cannibalism, action of predators like preying birds and carnivorous animals.
5. Theft and clandestine sale of birds.
6. Intentional slaughter of the birds 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 order of lawfully constituted authority.
7. Consequential loss however caused.
8. Permanent and partial disablement of any nature.
9. Loss of production.
10. a) Marek's disease, Ranikhet disease, Fowl Pox and infectious bronchitis. These diseases are covered by the policy if the birds are successfully inoculated against these diseases and the necessary veterinary certificates to that effect are supplied to the Company. Coccidiosis and other disease are covered only if preventive and curative measures are taken from time to time.
 - b) Malnutrition
 - c) Undergrowth
 - d) Cannibalism
 - e) Loss due to huddling and/or piling of birds.
 - f) Avian leucosis complex (A.L.C.)
11. Salmonellosis covered subject to submission of clean certificate from competent Government Authorities immediately after testing.
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 threat.
13. Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons.
14. Subject to excess as mentioned in the first page.* Refer market agreement page 5 (attached) for changes

CONDITIONS

1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing to the office of the Company through which this insurance is effected.
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. **CHANCE OF HAZARD:** Before each renewal of the insurance, the Insured shall give written notice to the Company of disease, injury, illness or physical defect with which the birds had been or are affected.
4. **REASONABLE CARE:** The Insured shall at all times exercise all reasonable care and diligence in the selection of employee and shall cause every bird insured to have sufficient and proper balanced standard food, water and shelter and shall keep secure all fences, yards, sheds and cages and shall use and exercise every precaution and in every manner provide the same care and attention as if no insurance had been effected.

The insured shall not introduce or permit to be introduced any disease or infected bird among any insured stock or upon any part of his premises nor suffer the insured stock to mix with diseased or infected birds nor permit them to into tainted sheds, buildings or any other place where such affect birds have been. The Insured shall also cause any bird attached with any disease to be completely separated or isolated from the remainder of his stock immediately upon the discovery of the attack and shall take all necessary and proper precautions to protect the healthy stock from any chance of infection.

5. **INSPECTION:** The Insured shall permit the authorised representatives of the Company at all times to inspect the birds hereby insured and premises of the Insured and also 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.
6. **MAINTENANCE :** The Insured should have proper adequate veterinary facilities and they must ensure good house keeping of the farm. Birds should be got only from approved standard hatcheries. Proper record of daily stock position, feed consumption and egg production must be maintained by the Insured. Debeaking should be carried out by proper trained person and periodical deworming also should be carried out and records for these should be maintained by the Insured.
The Veterinary Surgeon's certificate in the prescribed form should be submitted for the birds replaced added during the currency of this Policy.
7. **CANCELLATION :** The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non- cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Companys short period rates provided no claim has occurred upto the date of cancellation.
8. **CLAIMS PROCEDURE:** 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 by telephone or telegram within 12 hours to the Company, which may also instruct a Veterinary Surgeon on its behalf if deemed necessary for independent investigations and treatment along with the Veterinary Surgeon appointed by the Insured, 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 explanations required to substantiate the claim as the Company may reasonably require and employ immediately at his own expense qualified Veterinary Surgeon for treatment and comply with his instructions.

In the event of the death of any bird hereby insured, if required by the Company, the Insured shall at his own expense have a post mortem examination made by qualified Veterinary Surgeon and shall forward without delay the post – mortem report and full particulars of his claim to the Company. All dead birds should be segregated and produced to the representative of the company or his authorized person by the company.

If the death of any of the birds 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 sue in the name of the Insured

and recover compensation from the person or persons causing the death and 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 incurred with its written consent.

9. **CESSATION OF RISK:** This policy shall cease to cover any bird immediately the Insured sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
10. **CONTRIBUTION:** If at the time of any loss covered by this Policy there shall be any other insurance covering the same bird whether effected by the Insured or not then the Company shall not be liable for more than its ratable proportion thereof.
11. **FRAUD:** If any claim under this Policy shall be in any respect 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.
12. **OBSERVATION OF TERMS AND CONDITIONS:** The 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.

* Company may engage an independent Veterinary Surgeon or another Investigator in special circumstances.