

# UNITED INDIA INSURANCE COMPANY LIMITED SERICULTURE INSURANCE POLICY

## **PREAMBLE**

WHEREAS THE INSURED named in the Schedule hereto has made to the United India Insurance Company Limited (hereinafter called the "Company") 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.

## **OPERATIVE CLAUSE**

THE COMPANY HEREBY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if property described herein or any part thereof shall be LOST or DAMAGED by the perils 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 make good the loss or damage but not exceeding in anyone period of insurance in respect of the several items specified herein the Sum set opposite thereto respectively.

## I. SCOPE OF COVER

Total loss including destruction or death of insured silk worms at specified location due to accident or diseases arising out of the following risks:

The cover commences from the place and time of the licensed supply - GRORINAGES, Policy covers all crops raised during the Policy Period.

- Fire
- 2. Flood, Storm, Tempest and Inundation
- 3. Earth-quake, Fire and Shock and Landslide
- 4. Impact by Rail / Road/ Air and other Conveyances
- 5. Riot, Strike and Terrorism
- Death due to diseases such as Grassorrie, Flacherie Mascardine Pabrine and attack of Uzifhy.

Age of Silk worms	: Egg stage to Cocoon stage (5 <sup>th</sup> stage)
Name and Address of Sericulturists	:
Address of Rearing Premises	:

## **II. VALUE ANDL SUM INSURED:**

The Sum Insured should be equivalent to the cost of inputs namely of chawkie volume, leaf, labour. Chemical etc.

Valuation is on input value basis and not on the market value of cocoons.

Sl.No.	Stage	Phase	Nature of loss	Amount of Compensation	
1.	Egg (Dfls)	I	Total	20% of sum insured	
2.	First Stage				
3.	Second Stage				
4.	Third Stage	Larva			
5.	Fourth Stage	II	Total	75% of Sum Insured for Multivoltine (Seed)	
6.	Fifth Stage			75% of Sum Insured for Multivoltine (cross breed) 80% of Sum Insured for Bivoltine	
7.	Cocoon Stage	III	Partial	Difference of amount falls short of Sum Insured i.e. Rs.1500/- for Multivoltine. Rs.1600/- for cross breed. Rs.1800/- for Bivoltine as the case may be	

## III. IDENTIFICATION:

(a) Lot No.	(b) Date of hatching:	(c) Date of seed preparation:

#### **IV. SPECIAL CONDITIONDS**

The insured shall

- 1. The cover under the Policy is applicable only for rearing silk worms under a project approved by the Department of Sericulture or other Government Scheme.
- 2. Any change affecting the cover under the Policy should be intimated to the Company for necessary alterations / endorsements.
- 3. Employ all Scientific and Preventive Control Measures to arrest occurrence of disease and pest attacks.
- 4. Take immediate steps to prevent the spread of such attacks, once an outbreak is noticed.
- 5. The eggs supplied should be healthy and free from any incipient disease.
- The indemnity under the Policy is based only on the Certificate to be obtained from the concerned Assistant Director of Sericulture.
- 7. No Cocoons shall be sold in any place other than the notified markets.
- 8. Multivoltine, Bivoltine and Cross Breed Varieties are to be declared and will stand covered.
- 9. The insurance cover ceases once the Cocoons leave the rearing premises.

# V. EXCLUSIONS:

The Policy does not cover loss or damage due to

- 1. Malicious or wilful act or neglect on improper management by the Insured, their relative and employees.
- 2. Intentional destruction of crop unless it is done on the written advice of department of sericulture in the event of any disease or pest.
- 3. Losses due to non-supply of suitable sufficient and quality mulberry leaves.
- 4. Theft, clandestine sale or disappearance of the worms.
- 5. War, Invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military, or usurped power or any consequences thereof or attempt thereat.
- Accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 7. Loss due to Ants, Rodents, Lizard and the lime.
- 8. Partial loss of any kind /description.

## VI. INDEMNITY

4th Stage M.V.C.B. & Bivoltine 75% of Sum Insured or corresponding stage-wise value.

5<sup>th</sup> Stage M.V. & C.B. 75% of Sum Insured or corresponding stage-wise value Bivoltine 85% of Sum Insured or corresponding stage-wise value.

## VII. CLAIM PROCEDURE:

- 1. On the occurrence of any accident or disease of pest the Insured should give immediate notice in writing to the company.
- 2. A duly completed claim form should be submitted along with requisite certificate from the Assistant Director of Sericulture, of the area.
- 3. It is important that the entries should be made in record of sericulturists and Insured about the accident or disease or pest incidental at any stage of crop.

## **VIII. EXCEPTIONS**

The Company shall not be liable in respect of:

- Loss or damage whether direct or indirect occasioned by happening through or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, military, usurped power, riot, strike or civil commotion or loot or pillage in connection therewith or confiscation or detention by the order of any Government or Public Authority, earthquake, volcanic eruption, flood, storm tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbances.
- 2. Damage cause by overloading or strain.
- Consequential loss, depreciation, wear and tear or mechanical breakdown.
- 4. Loss or damage occurring whilst being used for racing or pace-making.
- 5. a) Loss, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss and any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the nuclear fuel or from any source whatsoever.
  - b) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from any nuclear weapons material.

## IX. CONDITIONS

- 1. **NOTICE:** Every notice and communication to the Company required by this Policy shall be given in writing to the Office of the Company through which this Insurance is effected.
- 2. **MISDESCRIPTION:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material particular.
- REASONABLE CARE: The Insured shall take all reasonable steps to safe guard the property insured against accident, loss or damage.

## 4. 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.
- 5. **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 thereof to Company and shall within 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.
- 6. **CONTRIBUTION:** If at the time of the happening of any loss or damage covered by this Policy there shall be existing 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 rateable proportion of any loss or any damage.
- 7. **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 and rights under the Policy shall be forfeited.
- 8. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with another 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 the occurrence of such loss or damage 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, if more than one, in 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.