



PREAMBLE

WHEREAS the Insured named in the Schedule hereto has made to United India Insurance Company Limited (herein after 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.

I. OPERATIVE CLAUSE

THE COMPANY hereby agrees subject to the terms, provisions, conditions, contained herein or endorsed to otherwise expressed thereon that if any Animal described in the Schedule and belonging to the Insured shall die from any disease or accident (including fire and lightning) contracted or occurring 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 to the Insured after receipt of proof of death satisfactory to the Company the loss which the Insured shall suffer by the death of such animal not exceeding 80% of the Market Value at the time of death or 100% of the Sum Insured in respect thereof as stated in the Schedule hereto - whichever is less. However the Company shall deduct from the amount of claim payable the tusk value.

II. SPECIAL CONDITIONS

1. The valuation of the animal at the time of insurance depending upon age, general ability to work, tusker etc. to be certified by Veterinary Surgeon. The value of tusker to be assessed by the State Forest Department or Veterinary Surgeon and to be indicated in the proposal / Policy.
2. The Sum Insured stated herein shall be equivalent to 80% of the market value and in case of under insurance the condition of average will apply.
3. Each animal shall be identified either from the records of the Forest Department or Chemical branding and natural identification marks like colour of the eyes, number of nails, shape of moles on the tongue, forehead and the trunk, height at shoulder while standing equally on all four legs, girth measurement, car shape and colour at base, length of tail and shape of bristles in it, tusk formation, scar and blister etc.
4. In the event of a claim the value of Tusks at the time of proposal or at the time of death as certified by a Forest Department Official or Veterinary Surgeon shall be deducted from the amount of indemnity.

III. SPECIAL EXCLUSIONS

This Policy does not cover:

1. Diseases contracted prior to commencement of risk or within 15 days of insurance
2. Surgical operations other than that required due to accident or disease.
3. Malicious or wilful injury or neglect including overloading and unskillful treatment of animal.
4. Intentional slaughter unless on humanitarian consideration (Euthanasia)
5. Famine
6. Transport by air and sea.
7. Theft, Clandestine sale, missing, of insured animal.
8. Breeding and calving.
9. Partial disability of any type.
10. Permanent total disability.
11. Hemorrhage septicemia, Anthrax and Rabies unless inoculated against and certified to that effect.
12. War and nuclear group ;or perils.
13. Legal Liability, if any, arising out of the use of the animal.
14. Damage to property of Third Parties caused by the animal.

IV. EXCEPTIONS

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death directly or indirectly due to arising out or resulting from:

1. Malicious or wilful injury or neglect, over loading unskillful treatment or use of the Animal/s for purpose other than those stated in the Policy without the consent of the Company in writing.
2. Diseases contracted prior to commencement of risk. And provided always that – any claim arising out of disease or illness contracted by the animal during the first 15 days from the commencement date of Policy. This exclusion shall not however, apply if insurance is in existence for a continuous period of 12 months without any break.
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 order of lawfully constituted authority.



4. Transport by air and/or sea.
5. 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 consequence thereof or attempt thereat.
6. The indemnity or compensation provided by this Policy shall not apply to nor include any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.
7. Consequential loss or legal liability of any description.

V. 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 afterwards or, at the commencement of the risk hereunder or on any alteration or extension or renewal of this Policy, 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, addition or substitution and 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 animals hereby insured and the premises of the Insured where the animals are stabled 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 given by the Company.
4. The Insured shall give immediate notice in writing to the Company of any illness or lameness or accident or injury to the animal/s hereby insured.
5. The Insured shall ensure 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 safe guard against loss or damage under this Policy;. the intent and meaning of this condition being that each insured animal shall have 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 ensure that the animals are properly treated.
7. 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 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' submit a duly completed Claim Form along with such Veterinary Certificates and satisfactory proof and to furnish to the Company such information accompanied by the death identity and value of the animal as the Company may require.
8. If and when any claim under this Policy is made and if there is any other insurance by whomsoever effected covering the same animal the Company shall contribute only its rateable proportion of the claim.
9. If the death of the animals, hereby insured shall be due to the negligence, carelessness or wrongdoing 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 compensations from the persons 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 incurred with its written consent.
10. 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.
11. The due observance and fulfilment 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 liability of the Company to make any payment under this Policy.