

#### **PROSPECTUS**

## **Cattle Insurance (Commercial)**

Cattle & Live-Stock the bread & butter for billions of farmers in India Insurance policy covers animals such as Milch cows, Buffaloes, Studs, Bullocks, Sheep & Goats owned by you and which are used for commercial and/or or for personal purposes against the risk of permanent total disablement or death due to accident and /or any diseases which the animal may contact during the policy period.

# **Scope of Cover**

# What We cover -

Death of the animal caused by one or more of the following events:

- Accident inclusive of Fire, Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest and Famine
- Diseases contracted or occurring during the period of this policy
- Surgical Operations
- Riot & Strike

#### What we don't cover

- Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purpose other than stated in the policy.
- Accidents occurring and/or Disease contracted prior to commencement of risk.
- International slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on human consideration on the basis of certificate issued by qualified veterinarian or in cases where destruction is resorted to by the order of lawfully constituted authority.
- Theft or clandestine sale of the insured animal.
- 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 attempted threat.
- Any accident, loss destruction, damage or legal liability directly or indirectly caused by or contributed to by arising from nuclear weapons.
- Consequential loss of whatsoever nature
- Transport by air and sea
- Death of the animal(s) covered under the policy due to diseases contracted within 15 days from the date of commencement of the risk.
- Death by Plueropneumonia.
- Partial disability of any type, whether permanent or temporary.



- Claims received without ear tags
- Specific Exclusions: (For Sheep & Goats)

Enterotoxaemia, Sheep Pox, Goat Pox, Rinderpest, FMD, Anthrax, H.S., B.Q., These diseases are covered by the policy if the animal is successfully inoculated (protected)and necessary Veterinary Certificates are supplied to the Company.

If the Company asserts that by reason of these Exclusions any claim is not covered by this Policy, the burden of proving that such claim is covered shall be upon the insured.

#### **Extent Of Insurance Cover**

Cattle & Live-Stock: The word Cattle for the purpose of this policy means

- i) Milch Cows and Buffaloes
- ii) Calves/Heifers
- iii) Stud Bulls
- iv) Bullocks [Castrated Bulls] and Castrated Male Buffaloes,
- v) Livestock means any animal mentioned in the schedule.

Whether indigenous, exotic or cross-breed.

#### Note-:

- a) Exotic animal means an animal, who's both parents, are of foreign breed. This includes animals born in India as well as those born abroad.
- b) Cross-breed animal means an animal, one of whose parents is of foreign breed.

**Sum Insured:** Sum Insured is the amount set out in the schedule against each animal covered in the policy and the same would be the 100% of the market value which shall be based on the veterinary surgeon's recommendations.

**Salvage:** Salvage means the amount that is assessed which the damaged asset will fetch in the open market. The amount is deducted from the claim amount.

## **Geographical Limits:**

Policies shall be issued to cover animals whilst they are within Indian territorial limits.

## **General Conditions**

## 1. Notice:

Every notice and communication to us required by or in respect of this policy shall be in writing.

#### 2. Reasonable care:

You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the animal insured in a sound and healthy condition, and in the event of an illness or accident shall take the following steps:

- a) Immediately give notice to the company in writing
- b) Immediately obtain the services of a qualified Veterinary Surgeon and cause the animal to be treated

# 3. 1) Alteration of Risk:

The cover afforded under this policy shall be suspended and no payment shall be made hereunder if:

(a) You carry on any business at the insured premises other than the business stated in the proposal



- (b) There is any material change in the facts and matters stated in the proposal
- (c) The ownership of the insured cattle passes from you to any other person or entity otherwise than by the operation of the law of succession as applicable.

## 2) Loss of Tag:

In the event of loss of tag during the currency of the policy due to any reason, an immediate intimation must be given to the company and retagging of the animal must be got done immediately.

## 3) Cancellation

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Period (not Exceeding)	Proportion of Premium
1 week	1/8 of the annual premium
1 months	1/4 of the annual premium
2 months	3/8 of the annual premium
3 months	½ of the annual premium
4 months	5/8 of the annual premium
5 months	3/4 of the annual premium
8 months	7/8 of the annual premium
Exceeding 8 months	Full annual premium

The grounds for cancellation of the policy, for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured.

#### 4) Fraud

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under the policy or if loss or damage be occasioned by the willful act or with your connivance, all benefits under this policy shall be forfeited.

#### 5) Contribution:

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by you or by any other person on your behalf covering the same property We shall not be liable to pay or contribute more than its rateable proportion of such loss.

Below Warranty will be applied in case multiple policies involving Bank or other lending or financing entity:

Warranted that in case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, contribution clause stands deleted. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk

#### 6) Subrogation:

You shall at our expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or obtaining relief or indemnify from the other parties to which we shall be or would become entitled or



subrogated upon our paying or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after we indemnify your loss or damage

## 7) Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause does not apply to policies bought by individuals)

## 8) Disclaimer Clause

If We shall disclaim Our liability in any claim, and such claim shall not have been made the subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

## 9) Geographical Limits:

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this policy shall be settled in Indian Rupees only. (what is the purpose behind geographical limit)

## 10) Basis Of Claim Settlement

a) In case of the death of the animal, the market value of the animal <u>as on the date of the death</u> as certified and recommended by the veterinary or the sum insured which ever is less, will be paid. If the death occurs on account of disease or accident after gap of some time from the event, then the market value as on the date of death will be very less. In view of the same, the market value before the disease or accident should be taken into account.

#### Add on cover

On payment of additional premium and subject to company agreeing for the same the policy may be extended to cover the risk of PTD, subject to the limit of liability of the company being restricted to as under:

- i) In case of draught animals, 70% of the sum insured.
- ii) In case of milch animals, 50% of the sum insured.
- iii) For all other animals not mentioned under I & ii above, 75% of the sum insured.

# Who can buy this policy

This policy has been designed to provide insurance cover to persons owning cattle for the purpose of milching, farming and other purposes.

## Criteria on which discounts in premium can be allowed

- a) Group Discount (For Non-Scheme Only)
- b) Long Term Discount (For non-scheme Animals)

#### All the terms and conditions of the rider or add-on shall be mentioned in the prospectus

**PTD:** Permanent Total disablement which would be as under depending upon the animal covered under the policy.

- a) In the case Milch cattle the disablement which results in permanent and total incapacity to conceive or yield milk.
- b) In the case of Stud Bulls the disablement which results in permanent and total incapacity for breeding purpose.
- c) In the case of Bullocks and castrated male buffaloes the disablement which results in permanent and total incapacity for the purpose of use mentioned in the proposal form.



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#### **Claim Procedure**

The claim would be admissible as per the coverages and the exclusions mentioned in the policy wordings

#### Note-:

- i) The admissibility of the claim to be considered after two months of receipt of Veterinary Certificate by the Company
- ii) In case of draught animals indemnity is limited to 70%
- iii) In case of milch cattle indemnity is limited to 50%

## **Claim Intimation**

In the event of any circumstances likely to give rise to a claim insured must follow the following.

- a. Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b. Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c. Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll-Free Number: **1800-22-4030** or **1800-200-4030**, alternatively you can notify your claim by sending mail to **<contactclaims@universalsompo.com>**.
- d. While notifying your claim, please share your
- 1) policy number under which you prefer to lodge your claim,
- 2) date of loss.
- 3) place of loss,
- 4) cause of loss
- 5) estimate of your loss.
- 6) Details of contact person with mobile no. and e- mail ID.
- e. Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- f. Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

## Followed by notification of a claim, insured is expected to follow the following procedures.

- a. Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b. Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c. Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d. Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e. After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f. Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g. Post notification of a claim, Insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if



insured fails to respond for the basic details within the defined time limit, the claim preferred by insured would be repudiated as "Loss was not established

# Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- a) Claim form with Vet certificate showing market value
- b) Statement of concerned persons
- c) Postmortem Report by certified Veterinary Doctor
- d) Intact Ear tag/Microchip duly verified by sensor/meter
- e) Photograph of the Dead Animal with Ear tag.

## Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

#### **Grievances**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

## Step 1

**Contact Us -** 1-800-224030/1-800-2004030

E-mail Address: Contactus@universalsompo.com

# Write to us Customer Service Universal Sompo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai,

Maharashtra - 400708

Senior Citizen Number: 1800 267 4030

#### Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sompo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

#### Step 3:

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

## **Universal Sompo General Insurance Company Limited**

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Cattle Insurance (Commercial)
UIN- IRDAN134CP0003V01201819



Email: gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <a href="https://www.universalsompo.com/resourse-grievance-redressal">https://www.universalsompo.com/resourse-grievance-redressal</a>

## Step 4.

Bima Bharosa Portal link : <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a> Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at <a href="https://www.irdai.gov.in">www.irdai.gov.in</a>, or of the General Insurance Council at <a href="https://www.gicouncil.in/">https://www.gicouncil.in/</a>, the Consumer Education Website of the IRDAI at <a href="http://www.policyholder.gov.in">http://www.policyholder.gov.in</a>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site: <a href="https://www.cioins.co.in/Ombudsman">https://www.cioins.co.in/Ombudsman</a>
Note: Grievance may also be lodged at IRDAI <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

## **INSURANCE ACT 1938, SECTION 41 - PROHIBITION OF REBATES**

- 1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurer.
- 2. Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Ten Lakhs rupees.

Disclaimer: The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

Registered & Corp Office: Universal Sompo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com