

### **POULTRY INSURANCE**

WHEREAS the insured named in the schedule hereto has made to ROYAL SUNDARAM GENERAL INSURANCE CO. LIMITED (herein after called the company) a proposal and declaration which shall be the basis of this contract and deemed to be incorporated herein for insurance herein after contained and has paid the premium stated herein.

The company hereby agrees, that subject to the terms, provision and conditions contained herein or endorsed or otherwise expressed hereon that after payment of the premium, if any bird described in the schedule and belong to the insured shall die from any diseases or accident (including fire lightning, Flood, cyclone, strike, riot, and civil commotion), contracted or occurring during the period of insurance stated herein, the company will indemnify the insured to the extent as per the table of indemnification (providing age wise valuation for the purpose of indemnity) applicable subject to the excess mentioned below and subject to salvage provisions and exclusions of the policy.

**EXCESS:** The claim will be admissible only if the mortality exceeds beyond the limits given below:

	<b>Weeks</b>	<b>Mortality</b>
Broiler	1 day to 8 weeks	5% of the population in each batch
Layer	1 day to 8 weeks	5% of the population in each batch
	9 weeks to 20 weeks	3% of the population in each batch
	21 weeks to 72 weeks	1% of the population every month

Compensation towards loss of the birds will be made only for death of birds in excess of the mortality given above.

### **EXCLUSIONS**

The Company shall not be liable in respect of:

1. Malicious / willful injury / neglect.
2. Transit by any mode of transport.
3. Improper management (including over crowding).
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 and to protect remaining healthy flock to reduce additional losses, on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority, under intimation to insurance company.
7. Consequential loss however caused.

8. Permanent and partial disablement of any nature.
9. Loss of production.
10. Loss due to:
  - a) Marek's disease, Ranikhet disease, Fowl pox and infectious Bronchitis.  
These diseases are covered by the policy, if birds are successfully inoculated against the disease and the necessary Veterinary Certificate to the effect is supplied to the Company.  
Coccidiosis and other infectious diseases are covered only if necessary preventive and curative measures are taken from time to time.  
The farm should be closed for 2 months if epidemic disease occur.
  - b) Malnutrition, death due to shortage of water, starvation, death because of non-supply of feed to farm due to any reason whatsoever.
  - c) Culling, undergrowth, cannibalism.
  - d) Huddling and/or piling of birds.
  - e) Avian leucosis complex (A.L.C)
11. War, invasion, act of foreign enemy, hostilities (whether war be declared or not) War, Rebellion, Revolution, Insurrection, Mutiny, Tumult, Military or usurped power or any consequences thereof or attempt threat.
12. Any accident, loss destruction, damage or legal liability directly caused by or contributed to by or arising from nuclear weapons.
13. Transfer of interest/ ownership.

## CONDITIONS

1. The insured must maintain at their own cost batch wise records in respect of:
  - a) Flock Record on day to day basis
  - b) Mortality
  - c) Culling
  - d) Vaccination and medication particulars
  - e) Feed consumption
  - f) Production
  - g) Debeaking
  - h) Incidence of disease
  - i) Purchase and Sales
2. The poultry farm should have veterinary facility of their own or on consultancy basis.
3. The standard package of practice should be followed in respect of sheds, cages, feeding, watering, medication, vaccination etc.
4. In the event of outbreak of any disease, all healthy birds should be segregated and all precautions should be taken to arrest the spreading of the disease, under advice to the insurance Company immediately. Birds in the affected flock may be sold out to

restrict further mortality and amount realised towards sale proceeds will be deducted from claim amount.

5. Transfer of interest/ownership is not allowed. Any change of birds should be informed immediately to the insurance company office and new birds being added should pass through Vet. Examination.
6. In the event of death / outbreak of epidemic disease immediate notice within twelve hours should be given to the Company and concerned Government authorities. All birds should be segregated and produced to the representative of the company or to any person authorised by the Company. If there is delay in reporting the claim for more than 3 days, the claim would be treated as substandard.
7. It is warranted that the declaration in respect of the any mortality are sent to the Company on weekly basis failing which the report will be treated as NIL for that particular week.
8. Information regarding additions, variations, disposal, etc. of the birds must be informed to the Company without fail.
9. Debeaking and deworming should be carried out regularly and record to that effect should be maintained.
10. Notice: Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which the insurance is effected.
11. Misdescription: This policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misdescription, misrepresentation or non-disclosure of any material particulars
12. Reasonable Care: The insured shall at all times exercise all reasonable care and diligence in the selection of employee and shall cause to have 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 and provide the same care and attention as if no insurance had been effected.  
The insured shall not introduce or permit to be introduced any infected bird/birds among any insured stock or upon any part of his premises, not allow the insured stock to mix with diseased or infected birds not permit them to be introduced in sheds, buildings, or any other place where such affected birds have been. The insured shall also cause any bird affected 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.
13. Cessation of risk: This policy shall cease to cover any bird immediately if the insured sells it or parts with any interest in it whatsoever, whether temporarily or permanently.
14. 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.

15. Maintenance: The insured should have proper adequate veterinary facilities and they must ensure good housekeeping of the farm. Birds should be got only from approved standard hatcheries. Proper record of daily stock positions, feed consumption, and egg production must be maintained by the insured. Debeaking should be carried out by proper trained person and periodical deworming also 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.

16. Cancellation: The Company may at any time, by giving 14 days notice in writing, terminate this Policy, provided that the Company shall in that case return to the Insured the then last paid premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by Registered post acknowledgement due and addressed to the Insured at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered.

OR the policy may be cancelled at any time by the Insured by giving 30 days notice in writing under a Registered Post Acknowledgement Due.

PROVIDED no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Insured would be entitled to the return of premium less premium at Company's short period rates for the period the policy has been in force.

Short Period Rates:

Upto 1 month (30days)	25% of annual rate
Upto 3 months	50% of annual rate
Upto 6 months	75% of annual rate
Above 6 months	full annual premium

17. 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 this policy shall be forfeited.
18. Contribution: If at the time of any loss covered by this policy there shall be any other insurance covering the same birds whether effected by the insured or not, then the Company shall not be liable for more than its ratable proportion thereof.
19. Claim Procedure:
- The amount of compensation payable in the event of claim, will be as per week wise valuation chart enclosed hereto.
  - The claims will be subject to excess as mentioned above.
  - The application of excess for broiler will be on the basis of average valuation

- arrived at taking into consideration week wise mortality.
- d)Salvage: During the outbreak of epidemic/natural calamities in the farm, insured should arrange emergency sale of live birds in the presence of the representative of the insurance company in order to avert or minimise the loss. In case the insured realises the value less than the valuation table agreed upon for the corresponding week then the difference will be paid to the insured in addition to the cost of dead birds as per terms and conditions of the policy.
- 20 Arbitration:If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall be independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties of the dispute or difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- It is clearly agreed and understood that no difference or dispute shall be referable as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy.
- It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim thereunder and such claim shall not within 12 calendar months from the date of such disclaim have been made subject matter of a suit in a court of law or pending reference before Ombudsman, then the claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 21.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.