

## POULTRY INSURANCE (COMMERCIAL) POLICY WORDINGS

In consideration of Your having paid the premium, We will indemnify You in respect of loss or damage to Your assets mentioned in the Schedule caused by one or more of events as mentioned under the item "What We cover" during the Policy Period provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

This Policy is an evidence of the contract between You and Universal Sampo General Insurance Company Limited. The information furnished by You in the Proposal Form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

### **DEFINITION**

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Universal Sampo General Insurance Company Limited
3. **Proposal**: The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.
5. **Schedule**: The document which describes You, the cover that applies the Period of Insurance and other details of Your Policy.
6. **Limit of Liability**: It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim or in the aggregate for all claims during the Policy Period for each bird stated as covered in the Schedule.
7. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Excess/Deductible** The amount stated in the Schedule, which shall be borne by You first in respect of each and every claim made under this Policy.
9. **Poultry** The word poultry for the purpose of this insurance refers to (a) Layers (b) Broilers (c) Ducks (d) Turkey (e) Hatchery birds (breeding stock) which are exotic and crossbred.
10. **Exotic birds**' means a bird both of whose parents are of foreign breed, which includes birds born in India as well as those born abroad.
11. **Crossbred** A crossbred for the insurance purpose of this insurance means bird one of whose parents is of foreign breed.
12. **Sum Insured**: Sum Insured is the amount set out in the Schedule against each bird 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.

## COVERAGE

What We Cover	What We Exclude
<p>Indemnity against death of the birds caused by one or more of the following events:</p> <ul style="list-style-type: none"> <li>(a) Accident inclusive of Fire, Lightning, Flood, Inundation, Storm, Hurricane, Earthquake, Cyclone, Tornado, Tempest and Famine</li> <li>(b) Diseases contracted or occurring during the period of this Policy</li> <li>(d) Riot &amp; Strike, Civil Commotion</li> </ul> <p>Subject to the company's liability is restricted to 80% of the value of the birds at the time of death</p>	<p>We will not pay for the loss/damage attributable to</p> <ul style="list-style-type: none"> <li>(a) malicious/willful injury, neglect</li> <li>(b) whilst in transit by any mode of transport</li> <li>(c) improper management (including overcrowding)</li> <li>(d) undergrowth, cannibalism, action of predators like preying birds and carnivorous animals/birds.</li> <li>(e) theft and clandestine sale of birds</li> <li>(f) 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 Us.</li> <li>(g) consequential loss howsoever caused</li> <li>(h) permanent total or partial disablement of birds of any degree/nature</li> <li>(i) loss of production</li> <li>(j) Marek's disease, Ranikhet disease, Fowl Pox and Infections Bronchitis. These diseases are covered by the Policy only if the necessary veterinary certificate to that effect is supplied to Us. Coccidiosis and other diseases are covered only if preventive and curative measures are taken from time to time. The farm should be closed for 2 months if epidemic disease occurs.</li> <li>(k) malnutrition/shortage of water, death due to starvation because of non supply</li> </ul>

	<p>of feed to farm due to any reason whatsoever.</p> <p>(l) loss due to huddling and/or pilling of birds</p> <p>(m) Avian Leucosis Complex (A.L.C.)</p> <p>(n) 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 thereat.</p> <p>(o) any accidental loss destruction damage or legal liability directly or indirectly caused or contributed to by or arising from nuclear weapons.</p> <p>(p) Salmonellosis covered subject to submission of clean certificate from competent Government Authority immediately after testing.</p>
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## General Conditions -

### 1. NOTICE:

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

### 2. MIS-DESCRIPTION:

This Policy shall be void and premium paid shall be forfeited in the event of mis-representation, mis-description or non-disclosure of any material facts by You or Your representative.

### 3. CHANCE OF HAZARD

Before each renewal of the insurance, You shall give written notice to Us of disease, injury, illness or physical defect with which the birds had been born or are infected.

### 4. REASONABLE CARE

You shall all time exercise reasonable care and prudence in the selection of the employees to manage and run the farm.

### 5. INSPECTION

You shall permit Our authorized representative at all times to inspect the birds hereby insured and Your premises , and shall also furnish any information which We may require and shall comply with all the regulations and directions from time to time made and given by Us.

## 6. MAINTENANCE

You should have proper and adequate veterinary facilities and You must ensure good housekeeping of the farm. Birds should be purchased only from approved standard hatcheries. Proper records of daily stock position, feed consumption and egg production must be maintained by You. Debeaking should be carried out only by properly trained person. Periodical deworming should be carried out and the records for that should be maintained by You. The Veterinary Surgeon's certificate should also be submitted in the prescribed form for the birds added during the currency of the Policy.

## 7. 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 eligible premium for the un-expired period of this Policy from the date of cancellation, 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	1/2 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

## 8. CLAIMS PROCEDURE

In the event of death of birds, immediate intimation should be given to the company, and We should be supplied with the following documents and information.

- (a) Duly filled claim form
- (b) Post Mortem report
- (c) Daily records of mortality, feeding etc.
- (d) Purchase invoices for the birds

- (e) Any other proofs to substantiate the loss like photographs, medical bills etc. as and when required.

The claim shall not be admissible if no intimation is given to Us within 30 days after the occurrence

#### **9. CESSATION OF THE RISK**

This Policy shall cease to cover any bird immediately if You sell it or part with any interest in it whatsoever, whether permanently or temporarily.

#### **10. CONTRIBUTION:**

If at the time of any loss or damage happening to the subject matter 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 ratable proportion of such loss.

#### **11. 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 Your willful act or with your connivance, all benefits under this Policy shall be forfeited.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. OBSERVATION**

Due observation and fulfillment of the terms and conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to any liability being entertained by Us/ to make any payment under this Policy.

**16. INSURANCE OMBUDSMAN:** We shall endeavour to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website or write to [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 <a href="mailto:bimalokpal.ahmedabad@ciains.co.in">Email: bimalokpal.ahmedabad@ciains.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU -</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 <a href="mailto:bimalokpal.bengaluru@ciains.co.in">Email: bimalokpal.bengaluru@ciains.co.in</a></p>	<p>Karnataka.</p>
<p><b>BHOPAL -</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 <a href="mailto:bimalokpal.bhopal@ciains.co.in">Email: bimalokpal.bhopal@ciains.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 <a href="mailto:bimalokpal.bhubaneswar@ciains.co.in">Email: bimalokpal.bhubaneswar@ciains.co.in</a></p>	<p>Orissa.</p>
<p><b>CHANDIGARH -</b></p>	<p>Punjab,</p>

<p>Office of the Insurance Ombudsman,</p> <p>S.C.O. No. 101, 102 &amp; 103, 2nd Floor,</p> <p>Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 <a href="mailto:bimalokpal.chandigarh@cioins.co.in">Email: bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI -</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,</p> <p>CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 <a href="mailto:bimalokpal.chennai@cioins.co.in">Email: bimalokpal.chennai@cioins.co.in</a></p>	<p>Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp;</p> <p>Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI -</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 <a href="mailto:bimalokpal.guwahati@cioins.co.in">Email: bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD -</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>

<p><a href="mailto:bimalokpal.hyderabad@cioins.co.in">Email: bimalokpal.hyderabad@cioins.co.in</a></p>	
<p><b>JAIPUR -</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 <a href="mailto:bimalokpal.jaipur@cioins.co.in">Email: bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg.,  Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 <a href="mailto:bimalokpal.ernakulam@cioins.co.in">Email: bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor,  4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 <a href="mailto:bimalokpal.kolkata@cioins.co.in">Email: bimalokpal.kolkata@cioins.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b></p>	<p>Districts of Uttar Pradesh :</p>



<p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI -</b> Office of the Insurance Ombudsman,  3rd Floor, Jeevan Seva Annexe,  S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 <a href="mailto:bimalokpal.mumbai@cioins.co.in">Email: bimalokpal.mumbai@cioins.co.in</a></p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b></p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh:</p>

<p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 <a href="mailto:bimalokpal.patna@cioins.co.in">Email: bimalokpal.patna@cioins.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman,  Jeevan Darshan Bldg., 3rd Floor,  C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 <a href="mailto:bimalokpal.pune@cioins.co.in">Email: bimalokpal.pune@cioins.co.in</a></p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>