



MIP-18 : POULTRY SUKSHMA BIMA POLICY

UIN No.NIA-OM-P15-43-V01-14-15

(PROSPECTUS)

1. SCOPE

The Scheme provides rates, terms and conditions to underwrite Poultry Insurance Business in India. The word 'Poultry' refers to (a) layers (b) broilers (c) parent stock (Hatchery) which are exotic and cross-bred. Indigenous and non-descript birds will not be insured. Hereafter, only Comprehensive cover and Parent Stock (Hatchery) cover are available.

Note:

- (a) Exotic bird means whose parents are of foreign breed, which includes birds born in India as well as those born abroad.
- (b) A cross-bred bird for the Insurance purpose means one of whose parents is of foreign breed.
- (c) Proposals in respect of birds other than the above do not fall within the purview of this Scheme.

2. APPLICABILITY:

- a) The Scheme is applicable to poultry farms consisting of all types of exotic and cross-bred poultry birds in India.
- b) All birds in a farm should be covered. After issuing policy, if additional birds are introduced in the farm, immediate notice to be given to insurer otherwise claim will be repudiated.
- c) The scheme is applicable to poultry farms consisting of minimum number of birds as follows:

(i) Under Bank finance (for all types of birds)

Scheme : 100 (or as per IRDP norms)
Non-Scheme : 500

(ii) General:

- (a) Broilers 100 per batch
- (b) Layers 500 per batch
- (c) Hatchery 2000 birds per batch



3. AGE GROUP:

Broilers	(i) 1 day to 8 weeks
	(ii) 1 day to 6 weeks
Layers	(iii) 1 day to 20 weeks
	(iv) 21 weeks to 72 weeks
	(v) 1 day to 72 weeks
Hatchery Birds (Parent Stock)	1 day to 72 weeks

4. PREMIUM RATES:

		SCHEME (NET)	NON-SCHEME (GROSS)	ANNUAL PREMIUM
A Broilers	1 day to 8 weeks	Rs. 0.25 per bird Per batch(net) or	1.5%	6.00%
	1 day to 6 weeks	Re.1.00 per bird per annum(net)	1.20%	4.80%
B Layers	1 day to 20 weeks	*	3.20%	
	21 weeks to 72 weeks	*	3.50%	
	1 day to 72 weeks	*	5.50%	
	*(1 day to 72 weeks Rs.0.80 net per bird)			
C	Parent Stock (Hatchery)		5%	

Note:

- i) The premium will be charged on Peak Value of birds in each of the above categories.
- ii) Minimum value for Parent Stock bird should be Rs.200/-(Negotiable).
- iii) Since there is no standard valuation chart and multiplier factor for Parent Stock Birds(Hatchery), the valuation chart has to be finalized in consultation with Hatchery.



5. SUM INSURED:

a)

	Non-IRD P	IRD P
For Layers maximum Sum Insured	Rs.75/-	Rs.25/-
For Broilers maximum Sum Insured	Rs.45/-	Rs.15/-

b) Valuation Table:

- i) Any revision in Valuation Chart to be effected should be approved by the Head Office.
- ii) Valuation Chart will be worked out on the basis of multiplier factor given in the formula as shown hereunder:

FORMULA FOR DETERMINING VALUATION CHART FOR BROILERS

Following multiplier should be applied while calculating week wise valuation:

Weeks	Multiplying Factor	Weeks	Multiplying Factor
1	0.160	5	1.962
2	0.336	6	2.882
3	0.709	7	3.815
4	1.270	8	4.750

The multiplier is to be applied to the prevailing feed cost and day old chick cost should be added to arrive at week wise valuation.

SHORT PERIOD RATES:

Period (not exceeding)	Proportion of Premium
Upto 2 nd week	1/8 th of annual rate
Upto 3 rd Month	1/4 th of annual rate
Upto 5 th Month	1/2 of annual rate
Upto 6 th Month	5/8 th of annual rate
Upto 8 th Month	3/4 th of annual rate
Upto 10 th Month	7/8 th of annual rate
Exceeding 10 months	Full annual premium



INSURANCE COVERAGE:

Standard Policy wordings for Poultry Insurance shall be used as per the existing clause. The Policy shall provide indemnity against death of birds due to accident (including fire, lightning, flood, cyclone, storm, tempest, earthquake, strike, riot, act of terrorism) or diseases contracted or occurring during the period of insurance subject to the following exclusions.

EXCLUSIONS:

- a) Malicious/willful injury, neglect.
- b) Transit by any mode of transport.
- c) Improper management (including over crowding) i.e. when the farm is not run on scientific poultry management guidelines and standards laid down by Poultry Corporations/Animal Husbandry Department in regard to housekeeping, watering, feeding, vaccination, de-worming, de-beaking, lighting/ heating, culling etc.
- d) Loss/death due to natural mortality, non-specified or unknown diseases or reasons.
- e) Undergrowth, cannibalism, action of predators like preying birds and carnivorous animal.
- f) Theft and clandestine sale of birds.
- g) 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 Vet. Surgeon or in cases where destruction is restored to by order of lawfully constituted authority, under intimation to Insurance Company.
- h) Consequential loss, however, caused.
- i) Permanent and partial disablement of any nature.
- j) Loss of production i.e. the failure due to any reason whatsoever to lay required number of eggs or small sized eggs in layers or to attain proper weight at a particular age in Broilers.
- k) Marek's disease, Ranikhet disease, Fowl Pox and Infectious Bronchitis. These diseases are covered by the policy if the birds are successfully inoculated against these diseases and the necessary veterinary certificate to that effect is supplied to the company. Coccidiosis and other diseases are covered only if preventive and curative measures are taken from time to time.
- l) Malnutrition/shortage of water, death due to starvation because of non supply of feed to birds or similar reasons of whatsoever nature.
- m) Undergrowth.



- n) Cannibalism
- o) Loss due to huddling and/or piling of birds.
- p) Avian Leucosis Complex (A.L.C.)
- q) 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.
- r) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed or arising from nuclear weapons.

8. VETERINARY EXAMINATION:

- a) A Veterinary Certificate from a qualified Veterinarian or the Consultant Veterinarian of the Insured is necessary.
- b) In case of layer farms having more than 5000 birds, inspection of the farm should preferably be done by Company's Vet. Officer or Panel Doctor.
- c) Veterinary Health / Examination fees should be borne by the Insurer as per the following chart which would be payable to Panel Doctor only.

No. of Birds	Amount (Rs.)
100 to 500	25
501 to 1000	30
1001 to 5000	40
5001 onwards	50

- d) No Vet. Fees is payable for proposals under scheme birds.
- e) The Insurer reserves the right to check periodically and depute for the purpose there of any representative.

9. DISCOUNTS:

(a) **No Claim Discount:**

No claim after completion of 1 year	15% discount on premium
No claim after completion of 2 years	20% discount on premium
No claim after completion of 3 years	25% discount on premium

(For above discount in case of layers 1 year means policy period).

- (b) **Good features discount:** This discount not exceeding 5% may be allowed if the farm is having any five good features listed below:
 - i) Farms having Resident/own Veterinary Officer or Farms managed by Veterinary Doctors.
 - ii) Farms with layer flock size of 10,000 per batch and above. Farms with broiler flock size of 5,000 per batch and above.



- iii) Farms having good dead birds disposal system i.e. farms with incinerator.
- iv) Farms with standard layout such as good distance between sheds, fencing, wind breaker trees etc.
- vi) Farms with sophisticated equipment i.e. farms with automatic feeders, waterers, etc.
- vii) Farms with mortality of less than 5% in previous batch.
- viii) Presence of thermo regulators to control temperature and humidity.

Note: The above good features should be certified by a Company's representative.

10. IMPORTANT UNDERWRITING CONDITIONS:

- (a) All birds in the farm/shed should be insured.
- (b) Poultry farm should have Veterinary facility of their own or on consultancy basis.
- (c) Proper balanced standard food, water and light should be supplied to birds.
- (d) De-beaking and de-worming should be carried out regularly and record to that effect has to be maintained.
- (e) The minimum number of birds prescribed have to be maintained and all the birds should be covered on flock basis, thus no identification is necessary.
- (f) **Proposer must keep all the essential records as mentioned below at the farm.**
 - i) Flock record on day to day basis - Daily stock register.
 - ii) Mortality record
 - iii) Culling
 - iv) Vaccination and Inoculation particulars
 - v) Feed Consumption.
 - vi) Production
 - vii) De-beaking
 - viii) Incidence of diseases (PM records)
 - ix) Purchase and Sales.
- (g) The farms should not resort to replacement of chicks in the affected sheds i.e. after claim is reported due to diseases/any other reason.
- (h) Answers to all the questions in the proposal form and health certificate should be properly answered without any blank. (Proposal should have a provision confirming that all the birds in different sheds in the farm are covered.)
- (i) Any change of birds should be informed immediately to the concerned office and new birds being added into the batch should pass through the Vet. Examination.



- (j) Transfer of interest/ownership is not allowed.
- (k) The cages must be maintained properly and of normal standard.

PROCEDURE FOR CLAIM SETTLEMENT:

Liability of the Company: The Insured will be indemnified for 80% of the value of the birds at the time of death as per valuation table or actual value as decided by the Veterinary Surgeon before admissibility of claim whichever is less 20% additional excess for Gumboro disease.

12. CLAIMS PROCEDURE

- (i) In the event of death of birds immediate intimation should be given to the Company and the Insurer should be supplied with the following documents and required information.
 - a) Duly filled-in claim form.
 - b) Vet. P.M. Report for sample birds.
 - c) Daily records of mortality, feeding etc.
 - d) Purchase invoices for the birds.
 - e) Any other point to substantiate the loss like photographs, medical bills, etc. as and when required.
- (ii) In case of alarming death/out-break of epidemic nature immediate notice within 12 hours should be given to the Company and all birds should be segregated and produced to the representative of the Company or to any person authorised by the Company for inspection.
- (iii) Daily mortality details should be sent to the Company on weekly basis failing which report will be treated as nil for that particular week.
- (iv) Delay in reporting of the claim should be avoided and if there is delay for more than three days the claim would be treated as non-standard.
- (v) In case of doubtful claims/farms for which claim ratio is adverse. Technical Report from an expert may be insisted for settlement of claim.

13. 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 realizes 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.



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14. STANDARD FORMS:

- i) Proposal Form
- ii) Veterinary Certificate for acceptance of risk (Fitness Certificate)
- iii) Claim Form.
- iv) Veterinary Certificate to be submitted during claim (Death Certificate and Post Mortem Report).



MIP-18 : POULTRY SUKSHMA BIMA POLICY
UIN No.NIA-OM-P15-43-V01-14-15

PROPOSAL FORM

1. Name and address of the Poultry Farm: _____
2. Name and address of the Bank: _____
3. Name and address of the owner/s: _____
4. Date of filing of proposal form: _____
5. Type of Birds: Broilers/Layers/ Hatchery

Description of the Birds to be insured

Unit	Date of Hatch of birds	Date of Purchase	No of birds purchased as per delivery challan	Total no of birds in the unit at proposal	Breed strain	Age in weeks at proposal	Source of purchase	Expected date of disposal

6. What is the system of Housing of the Birds?
 - i. In brooding House Deep Litter/cage system
 - ii. In grower House Deep Litter/cage system
 - iii. In layer House Deep Litter/cage system
7. Equipments:
 - i. No of feeders: _____
 - ii. No of Drinkers: _____
 - iii. No of Brooders: _____
8. Is a qualified Vet. Surgeon employed to look after the farm:
If yes, please give his:
 1. Name: _____



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- b) Mortality record: _____
 - c) Culling: _____
 - d) Vaccination and medication particulars: _____
 - e) Feed consumption: _____
 - f) Production: _____
 - g) Debeaking: _____
 - h) Incidence of diseases: _____
 - i) Purchase and sales: _____
21. Since when the farm is established? _____
22. Have you earlier at any time proposed your birds for insurance? If so, give name and address of the Company: _____
23. Has any Company:
- 1. Declined to issue a policy to you? _____
 - 2. Declined to continue insurance? _____
 - 3. Not invited renewal of policy? _____
24. Period of Insurance for the present proposal:
From _____ to _____

I agree to declare daily mortality details on weekly basis to the company.

I/We declare that the foregoing statements are true to the best of my/our knowledge a belief, that I/We have disclosed all particulars affecting the assessment of the risk. I/We agree that this proposal and declaration shall be the basis of contract between me/us and the company.

Date: _____

Place: _____

Signature of the Proposer



MIP-18 : POULTRY SUKSHMA BIMA POLICY
UIN No.NIA-OM-P15-43-V01-14-15

CLAIM FORM

(To be filled in by the insured)

(The issue of this form is not to be taken as an Admission of liability.)

Name of Insured (in full) _____

Address: _____

Occupation: _____

Description of Bird/s claimed for:

- a) Type of Bird/s and breed:
 - b) Colour:
 - c) Marks:
 - d) Age (in week):
 - e) Value prior to illness:
1. When was the bird/s first seen ill?
 2. When was notice sent to vet. Surgeon?
 3. Date of attendance:
 4. When first and last seen by Vet. Surgeon:
 5. Name and Address of Vet. Surgeon who attended:
-
6. Place of death with date & hour:
-
7. Cause of death:
 - If from disease, how do you account for it?

 - If from accident, how did it occur and name of the in-charge during the event?
-
8. Purpose for which used or employed when last at work:
 9. Did you breed or buy the birds?



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10. If brought, state –
 - a. from whom:
 - b. date of purchase:
 - c. price paid :
11. Which diseases are prevalent in your farm?
 - Amount of claim:
 - Is/are the bird/s insured elsewhere?
 - Are you receiving compensation from any other source?
 - If so, from whom?
12. If birds have not died, describe the nature of injury/disease & state when it occurred and its duration?
13. What steps were taken by you after the disease was noticed to prevent the same?
14. When was premium paid?

I/we the above name do hereby declare to the best of my/our knowledge and belief, warrant the truth of the foregoing statements in every respect and I/we agree that I/we have made, or in any further declaration which the company may required in respect of the said accident, shall make any false or fraudulent statements or any suppression or concealment the policy shall be void and all rights to recover there under in respect of past or future accident shall be forfeited.

Date:

Signature of the Insured:

Place: Witness 1: _____ 2: _____



MIP-18 : POULTRY SUKSHMA BIMA POLICY

UIN No.NIA-OM-P15-43-V01-14-15

CLAIM - VETERINARY CERTIFICATE

NAME OF THE INSURED:

TOTAL SUM INSURED:

CLAIM NO.:

NO. OF BIRDS COVERED:

POLICY NO.:

TOTAL PREMIUM:

POLICY EXPIRY DATE:

PREMIUM REMITTED ON:

DESCRIPTION AND THE REPORT OF THE BIRDS:

- 1) Wing Band No.:
- 2) Breed of the Bird:
- 3) Age of the Bird:
- 4) Date & Time-
 - a) affected:
 - b) Death:
 - c) Post Mortem:
- 5) Cause of Death:
- 6) General condition of the bird:
- 7) Any discharge from natural orifices:
- 8) Describe the appearance and note any abnormalities detected:
 - a) Larynx
 - b) Pharynx
 - c) Tongue
 - d) Mouth
 - e) Stomach
 - f) Intestine Liver



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- g) Lung
- h) Heart
- 9) Other vital organs
- 10) Report of the preserved position, if any,
- 11) Opinion as to cause of death:
- 12) General remarks and advice:

Signature:

Name of Doctor:

Designation:

Address:



MIP-18 : POULTRY SUKSHMA BIMA POLICY

UIN No.NIA-OM-P15-43-V01-14-15

FITNESS CERTIFICATE

1. Name and address of the poultry farm :
2. Name and address of the owner/owners :
3. Type of birds broilers/layers/hatchery :
4. Date of Examination :

I certify that on _____ I have inspected the above farm and examined the birds _____ the details of which are as under:

DESCRIPTION OF THE BIRDS EXAMINED

Unit No	Total No. of Birds in the unit on date of examination	Breed/Strain	Date of hatching of birds in the unit	Age in weeks at examination

5. Health of Birds :
6. System of Housing of birds :
 - i) in grower/broiler house
 - ii) in layer house.
7. Whether housing, light, ventilation temperature, insulation, floors, feeders, sanitation, feed & water are upto standard requirement
8. Details of technical equipment maintained at the farm:
9. Details of vaccination conducted during last six months:

Unit No.	Date of vaccination	Age of Birds vaccination	Disease at vaccination against which vaccinated	Trade name of vaccine	Name of vaccine mgr.	Batch No.	Vaccination done by



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- | | | | |
|-----|--|-----------|---------------------|
| 10. | Details of de-beaking : | Unit No.: | Date of de-beaking: |
| 11. | Details of de-worming: | Unit No.: | Date of de-worming: |
| 12. | Any disease presently prevalent in the vicinity | | |
| 13. | General opinion about overall management. | | |
| 14. | Mention the type of records kept by proposer | | |
| 15. | Details of the mortality percentage during last three years: | | |
| 16. | Any other information you would like the Co. to know: | | |
| 17. | Is the risk normal: | | |
| 18. | Do you recommend the Co. to accept risk? | | |

I certify that foregoing statements are true to the best of my knowledge and belief and that the birds are healthy and free from any disease and that there is no contagious or infectious disease prevalent in the farm or its vicinity.

Place

Date:

Signature of Vet. Surgeon

Name

Qualification

Regd.No.

Address:



MIP-18 : POULTRY SUKSHMA BIMA POLICY
UIN No.NIA-OM-P15-43-V01-14-15

WHEREAS the Insured named in the Schedule hereto has made to **THE NEW INDIA ASSURANCE COMPANY LTD.** (hereinafter called the COMPANY) a proposal & declaration which shall be the basis of this contract & to be incorporated herein for the Insurance hereinafter contained & has paid or agreed to pay the premium stated herein.

The Company hereby agrees subject to the terms, conditions contained herein or endorsed or otherwise expressed hereon that if the birds hereinafter described be lost by death resulting from accident (including fire, lightning, flood, cyclone, famine, strike, riot & civil commotion) or diseases contracted or occurring during the period of insurance the company will indemnify the insured to the extent of 80% as per the table of identification (providing age wise valuation for the purpose of indemnity) applicable subject to the excess mentioned below & subject to terms, conditions, salvage, provisions & exclusions of the policy.

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

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

Compensation towards 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 overcrowding):
4. Undergrowth, cannibalism, action of predators like preying birds & carnivorous animals.
5. Theft & clandestine sale of birds.
6. Intentional slaughter of the birds except in cases where destruction is necessary to terminate incurable suffering on humane consideration & 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 of whatsoever nature.
8. Permanent and partial disablement of any nature.
9. Loss of Production,
10. (a) Marek's disease, Ranikhet disease, Fowl Pox and infectious Bronchitis, These diseases are covered by the policy, if birds are successfully inoculated against these disease and necessary Veterinary Certificate to the effect are supplied to the Company. Coccidiosis and other disease are covered only if necessary preventive and curative measures are taken from time to time. The farm should be closed for two months if epidemic diseases 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) Loss due to 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) Civil War, Rebellion, Revolution, Insurrection, Mutiny, Tumult, Military or usurped power or any consequences thereof or attempt thereat.
12. Any accident, loss, destruction, damage or legal liability directly or indirectly 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) De-beaking
 - h) Incidence of disease
 - i) Purchase and Sales
2. The poultry farm should have Veterinary facility of their own or retaining basis.
3. The standard package of practice should be followed in respect of sheds, cages,



- feeding, watering, medication, vaccination etc.
4. In event of outbreak, 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 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, more than 3 days the claim would be treated as substandard.
 7. It is warranted that the declaration in respect of the day to day mortality are sent to the Company on weekly basis failing which the report will be treated as Nil for that particular week.
Information regarding additions, variations, disposal etc. of the bird must be informed to the Company without fail.
 8. De-beaking and de-worming should be carried out regularly and record to that effect should be maintained.
 9. **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 affected.
 10. **Mis-description:** This policy shall be void and all premium paid hereon shall be forfeited to the company in the event of mis-description, mis-representation or non-disclosure of any material particular.
 11. **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 disease or 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 unhealthy stock, from any chance of infection.
 12. **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.



13. **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.
14. **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 position, feed consumption, and egg production must be maintained by the Insured, De-beaking should be carried out by proper trained person and periodical de-worming 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.
15. **Cancellation:**
- a) The Company may at any time by Fifteen days notice in writing cancel this policy without assigning any reason thereof in which case the Company shall return to the insured its proportion of the premium corresponding to the unexpired period of insurance for remaining birds.
 - b) The Insured may give notice to the Company to cancel the policy, in which case the company will refund the premium liner adjusting the same on short period scale for the period for which insurance was in effect for the remaining birds.
16. **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 anyone acting on the insured's behalf to obtain any benefit under this policy, nil benefits under this policy shall be forfeited.
17. **Contribution:** If at the time of any loss covered by this policy there shall be any other insurance covering the same bird whether affected by the insured or not then the Company shall not be liable for than its rateable proportion thereof.
18. **Claim Procedure:** Sum insured a) the amount of compensation payable in the event of claim, will be as per week wise valuation chart enclosed hereto.
- b) 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. c) 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.
19. **Arbitration :** If any difference shall arise as to the quantum to be paid under this policy, (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator of whom one shall



be appointed in writing by each of the parties within two calendar months after having been required to do in writing by the other party in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing, requiring an appointment the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and (who shall sit with the arbitrators and preside at their meetings.)

It is clearly agreed and understood that no difference or dispute shall be referable to arbitrator 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 a condition precedent to any right of action or suit upon this policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that the Company shall disclaim liability to the insured for any claim there under 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, then the claim for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

20. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made subject matter of a suit in a court of law, then the claim for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
21. **Observation of Terms and conditions:** The due observations 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.

Date:

Signature:

Place: