

<u>्ञ्शीयर्चे वाश्चेताके प्रस्तराजहार महिता क्रिया</u>

ROYAL INSURANCE CORPORATION OF BHUTAN LTD.

"Your partner for growth and security"

CATTLE INSURANCE POLICY

Whereas the Insured has made to the Royal Insurance Corporation of Bhutan Limited (hereinafter called the "Company") a proposal which it is agreed shall be the basis of this Policy and is incorporated herein, and has paid the premium specified in the Schedule, the Company agrees subject to the terms, conditions, exceptions and exclusions contained herein to indemnify the Insured in terms of this policy.

Now this policy of insurance witnessed -

That subject to the terms exceptions, exclusions, provisions, definitions, warranties and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against the Death and Permanent Total Disablement (PTD) of animal arising out of –

- a) Fire, Lightning, Explosion/Implosion
- b) Aircraft Damage, Missile testing operations.
- c) Riot, Strike.
- d) Storm, Typhoon, Hurricane, Tornado, Flood and Inundation.
- e) Earthquake
- f) Famine
- g) Surgical Operations
- h) Accident
- i) Disease contracted during the Policy period.

1. OPERATIVE PART

The Company will indemnify the Insured, subject to the Limit of Indemnity, in respect of

Cover 1: Accidental death or death from any Disease of any animal described in the Schedule and belonging to the insured occurring during the Policy Period,

Cover 2: If specifically opted by the insured and additional premium paid the policy shall be extended to cover: Permanent Total Disability of the cattle arising out of Accident or



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- Provided the indemnity is limited to 70% of the sum insured in case of draught animals.
- Provided the indemnity is limited to 50% of sum insured in case of milch animals.
- Provided the indemnity is limited to maximum 75% in case of all animals other than those mentioned under the schedule.

2. DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and references to the male gender shall include references to the female gender wherever the context so permits:

"Policy" means the proposal, the Schedule, this Policy document, and any endorsement attaching to or forming part hereof, either at inception or during the Policy Period.

"Policy Period" means the period between the commencement date and the expiry date shown in the Schedule.

"Limit of Indemnity" means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period "Insured" means the person named in the Schedule

"Claim" means a claim under an Operative Part. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing.

"Insured Premises" means the place named in the Schedule.

"Schedule" means the schedule attached to and forming part of this Policy

"Animal" means the cattle and livestock described in Schedule

"Disease" means any disease other than those specifically excluded under the policy.

"Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

Permanent Total Disability" means (a) in case of Milch cattle results in permanent and total incapacity to conceive or yield milk (b) in case of Stud Bulls results in permanent and total incapacity for breeding (c) in case of Bullocks and castrated male buffaloes results in permanent and total incapacity for the purpose of use mentioned in the proposal.



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3. EXCLUSIONS:

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- a) Malicious or willful injury or neglect, overloading, unskillful treatment or use of an animal for a purpose other than stated in the policy without the consent of the Company in writing.
- b) Accidents occurring and/or Disease contracted prior to the commencement of risk.
- c) Intentional slaughter of the animal exceptin cases where destruction is necessary to terminate incurable suffering on humane 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.
- d) Theft and Clandestine sale of the insured animal.
- e) War, Invasion, the 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.
- f) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons.
- g) Consequential loss of whatsoever nature.
- h) Transport by air, and sea.

Any claim arising due to diseases contracted within 15 days from the date of risk are not covered. The Corporation shall not be liable to all claims received without ear-tag as identification of an animal and loss, death, theft, missing of the insured animal whilst on premises/areas other than the ones specified in the proposal form, unless a change in place of stabling has been notified to the Insurer.

4. GENERAL CONDITIONS

Notification of Claims it is a condition precedent to the Company's liability hereunder that upon happening of any insured event under this Policy the Insured shall:

- Immediately give written notice to the Company to the address shown in the Schedule, and provide the Company with such information and documentation (in relation to the quantum of the Claim and otherwise) that the Company may request, and



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- Immediately obtain the services of a qualified Veterinary Surgeon and cause the animals to be properly treated in the event of an illness or accident
- Give immediate notice to the Company in the event of the death of the insured animal and shall give Company an opportunity of inspecting the carcass until at least the expiration of 24 hours after such notice shall have been given to the Company. The insured shall also
- Within 14 days furnish to the Company such information accompanied by such Veterinary and satisfactory certificates as proof of the death, identity, and value of the animals as the Company may require.
- Production of the identification tag issued by the Company is a pre-requirement for admission of any liability of the Company in the event of the death of the animal.
- In the event of loss of tag during the policy period, immediate intimation to be given to the Company and re-tagging to be done immediately.
- 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 the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter recoverable hereunder.
- 5. Assessment of Payment: Subject to the Operative Clause of the policy the Company shall pay the insured: (a) In the event of death claims admissible under the policy, the market value of the animal at the time of death subject to maximum of the sum insured. (b)In the event of Permanent Total Disability admissible under the policy, the market value of the animal subject to the percentage of sum insured as prescribed under Operative Part (Cover 2).
- **6. Subrogation:** The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for 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 the Insured's indemnification by the Company.



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7. Reasonable Precautions.

Every animal must be sound and in perfect health and free from any injury at the time of the proposal or insurance of or any renewal, addition or substitution and must also remain sound and in the perfect health and free from any injury at the time of payment of the premium or balance thereof.

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- The insured shall cause every animal insured to have sufficient and proper food, water and shelter and shall keep secure all fences, yards, 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 safeguard loss or danger of loss under this policy. The intent and meaning of this Condition being that each insured animal shall have the same care and attention as when not insured.
- **8. Contribution:** If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage.
- **9. Fraud:** If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.
- **10. Cancellation:** This Policy may be canceled by the Insured at any time by giving at least 15 days written notice to the Company. Provided there has been no Claim under this Policy, the Company will refund premium according to the Company's short-period scale.



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Period of Risk (not exceeding)	Premium to be retained (% of the annual
	rate).
1 Week	10% of Annual Rate
1 Month	25% of Annual Rate
2 Months	35% of Annual Rate
3 Months	50% of Annual Rate
4 Months	60% of Annual Rate
6 Months	75% of Annual Rate
8 Months	85% of Annual Rate
Exceeding 8 Months	Full annual premium

This insurance may also be canceled by or on behalf of the Company by giving the Insured at least 15 days written notice to the address stated in the Schedule. The Company will retain premium on a prorata basis.

- **11. Renewal Notice:** The Company shall not be bound to accept any renewal premium or to give notice that such is due.
- **12. Governing Law:** The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of Bhutan. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.



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- **13. Territorial Limits:** The indemnity provided under this Policy is restricted to Claims occurring in Bhutan and determined according to Bhutanese Law, and the obligation of the Company to make payment shall be to make payment in Bhutanese Ngultrum only.
- **14. Notifications & Declarations:** Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.