

# <u>्ञापर्चित्रमिण.धेष.सीट.जदादह्रथ.क्री</u>

### ROYAL INSURANCE CORPORATION OF BHUTAN LTD.

"Your partner for growth and security"

#### POULTRY INSURANCE POLICY WORDINGS

Whereas the insured, named in the schedule hereto by a Proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein has applied to Royal Insurance Corporation of Bhutan (hereinafter called the Corporation) for the Insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance during the period of insurance or during any period for which the Corporation may accept payment for the renewal of this Policy.

*Now this Policy witnessed*: That subject to the Terms, Exception and Conditions contained herein and for any endorsement hereof.

#### **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 to the female wherever the context so permits:

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

"Birds" means Exotic or crossbred birds described in 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.

"Cross-bred" bird for the insurance purpose means one of whose parents is of foreign breed.

"Coccidiosis" is a common protozoan disease in domestic birds and other fowl, characterized by enteritis and bloody diarrhea.

"Contents" means items specified in the Schedule.

"Deductible" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under this Policy is in excess of the deductible

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



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"Excess" means an amount being the first part of the cost of a claim, which the insured has to bear in

accordance with the terms of the insurance.

"Exotic bird" means whose parents are of the foreign breed, which includes birds born in India as

well as those born abroad.

"Gumboro" means infectious bursal disease (IBD, commonly known as Gumboro) is an acute, highly

contagious viral infection in chickens manifested by inflammation and subsequent atrophy of the

bursa of Fabricius, various degrees of nephroso-nephritis and immunosuppression.

"Insured" means the person or company/institution named in the policy schedule who is the legal

owner of the birds insured under this policy. The definition of insured can also be extended to include

company/institution who has an insurable interest of the birds insured under this policy.

"Insured Premises" means the place(s) named 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 of the total number or amount of

Claims made) for anyone Claim or in the aggregate for all Claims during the Policy Period.

"Marek's Disease" an infectious disease of poultry caused by a herpesvirus, which attacks nerves

and causes paralysis or initiates widespread tumor formation.

"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 commencing with the start date mentioned in the schedule till the

end date mentioned in the schedule.

"Ranikhet" an acute viral disease of poultry and other birds, characterized by pneumonia and

encephalomyelitis and caused by a paramyxovirus.

"Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy

which set out personal details of the insured, type of insurance cover in force and the Sum Insured/

Limit of Indemnity.

"We, Us, Our, Ours" means the Royal Insurance Corporation of Bhutan Limited.



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### ROYAL INSURANCE CORPORATION OF BHUTAN LTD.

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"You, Your, yourself" named in the schedule means the person or persons that we insure as set out in the Schedule.

#### **GENERAL CONDITIONS**

- 1. This is a comprehensive insurance scheme applicable to poultry farms consisting layer birds, broiler birds and parent stock (Hatchery) which are exotic and cross-bred.
- 2. 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.
- 3. The scheme is applicable to poultry farms consisting of minimum number of birds as specified.
- 4. The scheme is available for insuring birds consisting of the broiler, layers, hatchery birds and turkey from 1 day to 82 weeks of age.
- 5. The premium rates are applicable on percent basis which are applicable to the peak value of birds in the applicable categories. The premium for each bird is calculated at 10% of SI.
- 6. The policy is characterized by excess and final indemnity is restricted to 80% (60% in case of Gumboro).

#### **INSURANCE COVERAGE**

The Policy shall provide indemnity against the death of birds due to the accident (including fire, lightning, flood, cyclone/storm/tempest/earthquake, strike, riot, the act of terrorism) or diseases contracted or occurring during the period of insurance subject to the exclusions.

#### **EXCLUSIONS**

- 1) Malicious/willful injury, neglect.
- 2) Transit by any mode transport.
- 3) Improper management (including overcrowding) 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, deworming, beak trimming, lighting/ heating, culling etc.



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- 4) Loss/death due to natural mortality, non-specified or unknown diseases or reasons.
- 5) Undergrowth, cannibalism, action or predators like preying birds and carnivorous animal.
- 6) Theft and clandestine sale of birds.
- 7) 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 Veterinarian surgeon or in cases where destruction is resorted to by order of lawfully constituted authority, under intimation to Insurance Company.
- 8) Consequential loss however caused.
- 9) Permanent and partial disablement of any nature.
- 10) Loss of production i.e. the failure due to any reasons whatsoever to lay a required number of eggs or small sized eggs in layers or to attain proper weight at a particular age in Broilers.
- 11) 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.
- 12) Malnutrition/ shortage of water, death due to starvation because of non-supply of feed to birds or similar reasons of whatsoever nature.
- 13) Undergrowth
- 14) Cannibalism
- 15) Loss due to huddling and/or piling of birds.
- 16) Avian leucosis Complex (A.L.C.)
- 17) 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 any consequences thereof or attempt threat.



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18) Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed or arising from nuclear weapons.

#### **CLAIMS PROCEDURE**

In the event of the death of birds, immediate intimation within 12 hours should be given to the Company and the Insurer should be supplied with the following documents and required information:

- a) Duly completed claim form.
- b) Veterinarian's post-mortem report.
- c) Daily records of mortality and feeding.
- d) Purchase invoices for the birds.
- e) Treatment certificate.
- f) Any other documents to substantiate the loss like photographs, medical bills, etc. as and when required.
- The insured shall also within 14 days furnish to the company such information accompanied by such Veterinary and satisfactory certificate as proof of the death as the company may require.
- In case of alarming death/outbreak 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 authorized by the Company for inspection.

**SALVAGE:** During the outbreak of epidemic/natural calamities in the farm, insured should arrange the emergency sale of live birds in the presence of the representative of the insurance company in order to avert or minimize the loss.

**INSPECTION**: The insured shall permit the authorized 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.



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**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

**CONTRIBUTION:** If at the time of any loss or damage there shall be any other subsisting insurance against such loss or damage, the Company shall not be liable for more than its retable proportion of such loss or damage.

**SUBROGATION:** The Insured and any claimant under this Policy shall at the expenses of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of 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.

**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.

**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.

Period of Risk	Premium to be retained (% of the annual rate).
1 Week	10%
1 Month	25%
2 Months	35%
3 Months	50%
4 Months	60%
6 Months	75%
8 Months	85%
Exceeding 8 Months	Full Annual Premium



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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. Under normal circumstances, the Company will not cancel the policy except for reasons of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the Insured.

**NOTICES**: Any and all notices and declarations to the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

**RENEWAL:** The Company shall not be bound to accept any renewal premium nor give notice that such renewal is due. No receipt for renewal premium is valid except on the official form issued by the Company.

**GOVERNING LAW:** The construction, interpretation, and meaning of the provisions of this Policy shall be determined in accordance with the Bhutanese Law. 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.

**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.