



## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

### **POLICY FORM FOR HORSE INSURANCE (BLOOD STOCK AND RACE HORSE INSURANCE)**

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated therein has applied to the Company for the Insurance hereinafter contained and has paid the premium as consideration for such Insurance.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against loss sustained as the result of the death occurring during the period of Insurance of any animal deescribed in the Schedule from accident illness orr disease sustained or contracted whilst within the specified geographical area during the period of Insurance.

The liability of the Company in respect of any animal shall not exceed the Sum Insured set against such animal in the Schedule or the Market Value of such animal immediately prior to the occurrence of such accident or the contracting of such illness or disease whichever sum shall be the less.

#### **Exceptions :-**

The Company shall not be liable under this Policy in respect of :

1. Loss resulting from or arising out of slaughter/mercy killing.  
This insurance does not cover intentional slaughter/mecry killing whether by or under the order of any government or public or local authority or any person or any body having jurisdiction in the matter or otherwise, except that the underwriters will not involve this particular exclusion as a defence -
  - (a) where the Underwriters shall have expressly agreed to the destruction of the animal, or
  - (b) where an insured animal suffers an injury or is afflicted with an excessively painful disease and a qualified Veterinary Surgeon appointed by the underwriters shall first have given a certificate that the suffering of that animal is incurable and so excessive that immediate destruction is imperative for humane reasons.  
Provided that in all such cases (a) & (b) the Underwriters shall be given the opportunity of having a post-mortem and autopsy examination carried out by their Veterinary Surgeon should they so desire.
- (2) Death directly or indirectly caused by, happening through or in consequence of
  - (a) any surgical operation unless conducted by a

qualified Veterinary Surgeon and certified by him to have been necessitated solely by accident, disease or illness and to have been carried out in an attempt to preserve the animal's life,

- (b) The administration of any medication unless by a qualified Veterinary Surgeon (or experienced personnel directed by him) and certified by the Veterinary Surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness; as used herein, 'medication' includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink,
  - (c) poison,
  - (d) malicious or wilful injury whether or not caused by any Assured,
  - (e)
    - i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
    - ii) the radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (3) Unfitness or incapacity to fulfil the functions or duties for which the animal is kept or employed or loss of use.
- (4) Accident, illness or disease sustained or contracted elsewhere than in India.
- (5) Overloading, unskillful treatment, wilful neglect, wilful poisoning, firing.
- (6) Transport except land transport for flat racers and gelding with proper care and supervision.
- (7) Use of the animal for purposes other than those stated in the schedule hereto without the consent of the Company in writing. However a flat racer insured under this policy may be used for breeding purposes also.
- (8) (a) Loss due to death caused by Equine Infections Anaemia (EIA). This disease is deemed to be covered by the Policy from the time the coggins negative certificate is produced in respect of the Horse to the Company. without any additional premium being charged.
- (b) Loss due to death caused by osteoporosis or kumrie, or depreciation in value due to contracting osteoporosis or Kumrie prior to death due to any other cause.
9. (a) Directly or indirectly caused by or contributed to by or arising from ionising radiations contamination by radio activity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self sustaining process of nuclear fission.
- Any accident or any loss or destruction of or damage to

- any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- (b) Any legal liability of whatsoever nature -

- 10) Any consequence of War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) mutiny, strike, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

The Insurance by this Policy expires at Midnight on the date of expiry specified in the Schedule of the contract.

### C O N D I T I O N S

This Policy and the Schedule 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 the Schedule shall bear such meaning wherever it may appear.

1. NOTICE

Every notice or communication to the Company shall be delivered in writing at the Issuing Office of the Company.

2. The Insured shall give immediate notice to the Company of parturition or operation performed or any accident to or illness lameness or disease of any animal described in the Schedule and shall at his own expense immediately provide for adequate attendance and treatment by a qualified Veterinary Surgeon and when required shall furnish a report by the attending Veterinary Surgeon on the condition of the animal. The Insured shall at all times use and exercise every due and proper precaution and safeguard against loss or danger of loss and shall comply with all reasonable regulations and directions given by the Company or by a Veterinary Surgeon employed by Company.

3) CONDITIONS PRECEDENT TO LIABILITY :

- (a) Every animal described in the Schedule must be sound and in perfect health and free from injury at the commencement of this Insurance.
- (b) No animal shall be removed for the purpose of being kept permanently on land, farm or premises or be used for purposes other than those stated in the Schedule without the written consent of the Company. This however, would not apply to a flat racer being used for breeding purposes.
- (c) This Policy shall be avoided if any insured animal be inoculated, cast or operated upon without the consent of the Company.
- (d) On the death of any animal described in the schedule the Insured shall within twelve hours give notice to the Company by telegraph or telephone and shall give the Company an opportunity of inspecting the carcass by not

removing cutting or parting with it until atleast the expiration of twenty four hours after such notice is issued to the Company.

- (e) The insured shall at his own cost carry out a detailed post mortem examination and collect and process and/or arrange to process relevant tissue samples for pathology examination.
  - (f) The insured shall also within twenty one days thereafter furnish to the Company accompanied by veterinary certificates satisfactory proofs as to cause of death including above identity and market value of the animal. The insured shall dispose of the carcass to the best advantage and the amount realised shall belong to the Company.
4. This policy shall be null and void in the event of misrepresentation, misdescription or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the insured or any one acting on his behalf to obtain any benefit under this policy.
  5. If at the time any claim arises under this policy there shall be any other policy covering the same risk or any part thereof whether effected by or on behalf of the Insured or any other person the Company shall not be liable to pay or contribute more than its rateable proportion of the claim.
  6. The Company shall in respect of any insured animal described in the Schedule be entitled at its own expenses to do and to use the name of the Insured or of his representatives in doing all such acts and things necessary or reasonably required for the purpose of enforcing all right or remedies of the insured against or obtaining relief or indemnity from other parties to which the Company shall or would become entitled or subrogated upon paying any loss under this policy whether such acts and things shall become or be necessary or required before or after payment and the insured shall not do suffer or omit any act whereby the rights of the Company shall be prejudiced and the insured shall give all necessary Information and assistance required by the Company in dealing with any claim.
  7. The Company may but without prejudice to the rights of the Insured in respect of any animal suffering from accident illness or disease of which notice shall have been given to the Company cancel this policy by registered letter to the Insured at his last known address and in such event will return to the Insured a prorata portion of the premium for the unexpired period. The Insured may similarly cancel the policy in which case the Company shall retain premium for time on risk at the customary short period rates.
  8. If any difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be

referred to the decision of a sole arbitrator to be appointed in writing by the parties in the difference 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 to the dispute / difference & 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 & Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

9. If the Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within sixty days from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. In the event of any transfer of interest this insurance shall cease unless expressly agreed to by the Company.
11. 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 and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### IMPORTANT NOTICE

It is a condition of this Contract that notice of Parturition, Operation performed or of Accident, Lameness, Illness or Death, must be given immediately in any case not later than twelve hours by the Insured or his agent to the Company.

**N.B: In the event of dishonour of premium cheque policy automatically stands cancelled as from inception.**