

## **LIVESTOCK & POULTRY INSURANCE CLAUSE**

This Company writes insurance on livestock and poultry shipped by sea, land or air on the following Provisions:

### **1. SCOPE OF COVER**

This Company shall be liable for all risks of mortality of the insured livestock and / or poultry during the course of transportation.

### **2. EXCLUSIONS**

Notwithstanding the foregoing, this company shall not be liable for death or mortality:

- (1) caused by intentional act or fault of the Insured;
- (2) falling under the liability of the Consignor;
- (3) caused by war, strikes or delay in transit;
- (4) if the Insured livestock and / or poultry are not in a good state of health at the commencement of this insurance;
- (5) resulting from being in a parturient condition or from vaccination or inoculation or slaughter by authorities through infections for diseases or from lack of fodder, or from prohibition of import or export or failure to pass test.

### **3. COMMENCEMENT AND TERMINATION OF COVER**

This insurance shall commence on the loading of the insured livestock and / or poultry onto the carrying conveyance and terminate on the discharge there from at the destination. In case the insured livestock and / or poultry are not discharged from the carrying conveyance the longest duration of this insurance shall be limited to 15 days counting from midnight of the day of the arrival of the carrying conveyance at the destination.

Warranted that the insured livestock and / or poultry must be properly and carefully loaded, carried and looked after by a designated caretaker during the whole course of transit.

### **4. SURVEY OF DAMAGE AND PRESENTSTION OF CLAIM**

- (1) The Insured shall take delivery of the Insured livestock and / or poultry in good time upon arrival thereof at destination or port of destination named in the Policy and shall undertake to:

apply immediately for survey to the surveying and claims setting agent stipulated in the Policy should the insured livestock and / or poultry be found dead. In case this Company has no surveying agent or claims setting agent locally, a local competent surveyor may be applied to for survey;

- (2) The Insured shall submit the following documents when presenting a claim to this Company:

Original Policy or Certificate of Insurance, original or copy of Bill of Lading and Invoice;

Certificate of death issued by the authority concerned, giving particulars of documents shall be submitted in addition.

When third party liability is involved, the letters and cables relative to pursuing of recovery to and from the responsible party and the other essential certificates of documents shall be submitted in addition.

- (3) The time of validity of a claim under this insurance shall not exceed a period of one year counting from the time of completion of discharge of the insured livestock and / or poultry from the carrying conveyance at the final port of discharge.

(4) This Company shall undertake to indemnify the Insured for the reasonable expenses incurred by him for having immediately taken effective measures in rescuing the insured livestock and / or poultry found in danger but the amount of such indemnity shall not exceed the amount insured hereunder.

## **5. TREATMENT OF DISPUTES**

All disputes arising between the Insured and this Company shall be settled by friendly negotiation on the principles of seeking truth from facts and of fairness and reasonableness.

Where a settlement fails after negotiation and it is necessary to submit to arbitration or take legal actions, such arbitration or legal actions shall be carried out at the place where the defendant is domiciled.