



insurance done right

## Johannesburg

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## EQUINE POLICY

### INTRODUCTION

This policy is the contract between Absa Insurance Risk Management Services Limited, (“the Insurer”) and the Insured as stated in the schedule and covers the events stated in the Sections occurring during the Period of Insurance for which a premium has been paid and accepted, up to the sums insured or limits of liability or compensation stated in the Schedule of Insurance. Any Proposal and Declaration made by the Insured are the basis of and forms part of this policy.

### IMPORTANT POINTS

The Schedule of Insurance and this policy form part of the contract and the two documents should be read together. If there is anything in this Policy or Schedule of Insurance that the Insured does not understand, or any changes need to be made to your cover, please contact your broker immediately.

### DEFINITIONS

<b>POSTAL ADDRESS:</b>	Insured’s address for receipt of documents	<b>RISK ADDRESS:</b> Where the horse and insured item are kept	<b>INSURER:</b> Absa Insurance Risk Management Services Limited
<b>ENDORSEMENT:</b>	Subsequent change in policy agreed by Insurer and confirmed in writing		
<b>EXCESS:</b>	The portion of the claim the Insured pays, if applicable		
<b>INSURED:</b>	The owner or person with a vested interest as described in the Schedule		
<b>PERIOD OF INSURANCE:</b>	The date which the policy becomes effective		
<b>PREMIUM:</b>	Amount Insured pays for cover		
<b>SCHEDULE:</b>	Written confirmation of Insurance		
<b>INSURED VALUE:</b>	Purchase price or market value of horse or Insured item		
<b>DEATH (DIES):</b>	Includes the humane destruction of the horse		
<b>HUMANE DESTRUCTION:</b>	The destruction of a horse which is suffering an excessively painful disease or injury, and a veterinary surgeon appointed by the Insurer has certified that the horse cannot be cured and its suffering is so excessive that the immediate destruction is imperative for humane reasons		

### ALL RISK MORTALITY

The Insurer agrees to compensate the Insured up to the Insured Value less any applicable excess, should the Insured Horse:

1. Die during the Policy Period on condition that the death was as a result of accidental injury, illness or disease which conditions must first be diagnosed during the Policy Period.
2. Be stolen, or as a result of an attempted theft, the Insured Horse dies.
  - 2.1 Provided such theft or attempted theft is accompanied by forcible violent entry or exit or the threat of violence.
  - 2.2 Such theft or attempted theft must be reported to the authorities and the Insurer immediately but no later than 48 hours after the event.
  - 2.3 The Insured must follow all recommendations given by the authorities.
  - 2.4 Should the Insured pay or promise to pay a ransom or do anything else that affects the rights of the Insurer then the Insured shall have no claim.
  - 2.5 If after 60 days the horse is not recovered, the client will be compensated.
  - 2.6 If the horse is later recovered, the Insurer may take possession of the horse.

## LOSS OF USE – EXTENSION

### (must be taken with Mortality cover)

1. In the event that the horse is unable to perform the required discipline as stated in the Schedule due to permanent accidental external injury to the horse, the Insurer agrees to compensate the Insured up to 50% of the Insured Value less the applicable excess, on condition that:
  - 2.1 If such inability to perform the discipline requires the destruction of the horse, the Insured will be compensated 100% of the value under MORTALITY, upon confirmation of such destruction.
  - 2.2 If horse suffers an external and accidental injury during the Policy Period and of which the Insurer has been notified but such injury does not manifest itself as a permanent incapacity until after the expiration of the Policy Period then such claim shall be covered under this Loss of Use Extension provided that the permanent incapacity or unfitness is agreed upon by both the Insured's and the Insurer's veterinarians and occurs within three months after the Policy Period has expired.
  - 2.3 The inability to perform the required discipline or the requirement to destroy the horse must be confirmed in writing by the Insured's veterinarian as well as the Insurer's elected veterinarian, as required
  - 2.4 Any disagreement on such disability or destruction will be referred to an independent veterinarian, whose report shall final.
  - 2.5 Costs incurred for procuring such veterinarian's decision will be shared between the Insured and Insurer.
  - 2.6 The Insurer may take possession of the horse, should the Loss of Use claim be successful.
  - 2.7 The Insurer has the option of removing the horse for examination and/or treatment by the Insurer's appointed veterinarian.
3. The Insurer may agree to allow the Insured to keep the horse if humane destruction is not necessary provided the horse is retired from competition and is kept for personal pleasure only.
4. The Insured needs a specific vet certificate, as supplied by the Insurer, completed for each horse which requires the Loss of Use Extension, regardless of value.
5. There shall be no cover for Loss of Use:
  - 5.1 as a result of blemishing (scarring) in the discipline of Showing.
  - 5.2 as a result of the inability to breed due to infertility.
    - 5.2.1 However, cover will be granted should the Insured horse not be able to perform the act of breeding due to accidental external injury.
  - 5.3 due to the insured horse being barred from participating in hunting shows or similar due to wind conditions such as (but not limited to) Whistler, Laryngeal hemiplegia, Choking or Gurgling.
6. This cover is subject to all the conditions of the Mortality cover and is an extension to the Mortality cover. Accordingly, this Loss of Use extension cannot be taken unless the Mortality cover is also taken.
7. This Insurance specifically excludes all losses involving or arising directly or indirectly from any injury to the tendons, ligaments or muscles unless specifically associated with an injury that has also resulted in an open wound to the affected tendon, ligament or muscle

### Note to the Insured:

The Loss of Use cover is conditional upon the injury being a permanent and accidental and external injury to the horse. These terms

“**permanent**” and “**accidental**” and “**external**” are not as simple to understand.

“**Accidental**” means essentially something that occurs unexpectedly, unintentionally or by chance.

“**External**” means acting or coming from the outside.

“**Permanent**” means lasting or intended to last or remain unchanged indefinitely.

## INTERNATIONAL TRAVEL BY AIR AND QUARANTINE EXTENSION.

1. If this extension is stated in the Schedule to apply and the Insured has paid the additional premium to the Insurer, then the policy is extended to provide cover for illness, disease or accident for the horse (as stated in the Schedule) from the commencement of transit (being the “step on” of the horse onto the airplane) at place of origin to the area of inbound (South African) quarantine, and whilst in South African quarantine. No cover is afforded to International (non-South African) quarantine.
2. This policy is further extended to provide cover while the Insured horse is on board or being loaded into or unloaded from an aircraft licensed for passenger or cargo carrying, from aerodrome to aerodrome, while being transported between the places described in the Schedule and whilst in quarantine after arrival at the destination.

3. The insured horse is also insured against jettison, theft, forced landing or mechanical breakdown of the aircraft.
4. It is warranted that the insured horse is not loaded with any other animals to which they may have a natural antipathy.
5. Cover is subject to a satisfactory veterinary certificate being obtained no more than 7 days before the date of transportation and being submitted to the Insurer. A qualified veterinary surgeon must be in attendance with the horse from the time of arrival at the airport, during the flight, and until the horse has left the airport.
6. Claims are subject to confirmation by a responsible official and attending Veterinarian giving particulars and apparent cause of death.
7. There is no cover under this extension unless the Insurer has agreed on the cover and geographical limits of the transit in writing and additional premium has been received prior to the commencement of the transportation.
8. Any omission or failure of the Insured or their agents or representatives to comply with any order or instruction of the pilot or other person in supreme authority and control of the Aircraft will invalidate cover as will prohibition of Import or Export or failure to pass Import or Export tests.

### IMPORT TEST EXTENSION

1. If this extension is stated in the Schedule to apply and the Insured has paid the additional premium to the Insurer then the policy is extended to provide compensation for costs incurred by the Insured to contest the accuracy of the tests undertaken by the authorities if the horse noted in the Schedule fails to pass the re-tests on arrival in South Africa after having been bought and imported from another country, and the destruction costs incurred by the Insured should they be liable to destroy the horse as a result of the horse's failure of these tests.
2. The cover under this Import Test Extension is limited to a maximum of 10% of the horse's value.
3. The Insurer will only pay the claim if:
  - 3.1 all original tests have been passed in and prior to export from the country of origin.
  - 3.2 any re-tests performed on arrival in the Republic of South Africa are for the same tests as those performed in the country of origin.
  - 3.3 testing is carried out in the same manner to the same protocols and standards as those performed in the country of origin.

### FOETUS EXTENSION

1. If this extension is stated in the Schedule to apply and the Insured has paid the additional premium to the Insurer then the policy is extended to indemnify the Insured up to one time the cost of covering, in the Schedule if the mare named in the Schedule, who has not given birth to a live foal during the period of this insurance, is not in foal, or, if the foal in utero named in the Schedule is not alive, at the expiry of the Policy Period to which this extension applies.
2. The Insurer will not pay the Insured's claim under this extension unless a written veterinary surgeon's report has been received and accepted by the Insured certifying visual inspection by the veterinary surgeon of:
  - 2.1 the recently aborted foetus and evidence of the mare having recently aborted; or
  - 2.2 the delivery of the dead foal by the mare; or
  - 2.3 the death during the policy period of the named live born foal; or
  - 2.4 a post-mortem examination of the mare revealing the existence of an unborn foal.
3. This extension clause does not cover the risk of multiple pregnancy unless two scanner reports showing negative twins diagnosis made by a veterinary surgeon or other scanner operator approved by the Insurer, taken between 15 and 50 days after the last service, but not less than 7 days apart, have been accepted by the Insurer prior to the event giving rise to a claim.

### STALLION INFERTILITY SECTION

1. If this extension is stated in the Schedule to apply and the Insured has paid the additional premium to the Insurer then the policy is extended to indemnify the Insured up to 50% of the Insured value in the Schedule if the stallion named in the Schedule becomes totally and permanently impotent (fails to achieve intromission), infertile (sterile) or incapable of serving mares (fails to achieve intromission) as a result of an accident or the following illness or disease Equine Arteritis Virus, Testicular Degeneration, Testicular Haematoma and Testicular Cysts sustained or contracted during the period of insurance and notified to the Insurer immediately in the event of there being any indication of the stallion being incapable of either serving mares or achieving pregnancies.
2. The Insurer will only pay the fair market value (which will be determined by purchase price, performance records and reasonable offers made) of the stallion immediately prior to the accident or the first manifestation of the illness or disease giving rise to the loss, or the Insured Value in the schedule, whichever is the lesser amount.

3. In the event of any uncertainty or dispute as to whether an accident sustained or illness or disease contracted by an insured Stallion has caused total and permanent incapacity as provided for above, it is agreed that the question will be referred to a panel of three veterinary surgeons, one appointed by the Insured, one appointed by the Insurer and the third mutually agreed on.
4. Each party will be responsible for the fees of the veterinary surgeon appointed by them and the fees of the third veterinary surgeon will be split equally between the Insured and the Insurer.

### **FROZEN SEMEN, EMBRYOS AND CONTAINER**

1. The Insurer will indemnify the Insured for accidental loss or damage to frozen semen and embryos that have been collected from insured horses stipulated in the Schedule, whilst they are stored and / or translocated in containers specifically designed for such storage and under conditions appropriate for the transport and storage of such containers.
2. The Insurer will also indemnify the Insured for accidental loss of or damage to the aforementioned containers as stated in the schedule.
3. Exclusions
  - 3.1 The Insurer will not indemnify the Insured for:
    - 3.1.1 any amounts in over and above the sums insured
    - 3.1.2 for the first amount payable as stipulated in the schedule
    - 3.1.3 contamination by any substance or living organism
    - 3.1.4 gradual deterioration and aging
    - 3.1.5 the semen or embryos failing to meet quality standards unless caused by accident
    - 3.1.6 loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities or quarantine of the premises of insured semen and embryos.
4. Cover attaches from the time of collection and or the time of moving of the insured semen and or embryos, subject to the period of cover as stipulated in the policy schedule.

### **LIFE SAVING SURGERY**

#### **Limit of Indemnity**

Limit of Indemnity R20,000 – Excess R1,000

Limit of Indemnity R50,000 – Excess R1,000

### **SURGICAL FEES**

1. The Insurer shall reimburse the client:
  - 1.1 for any reasonable fees (limit of one claim per annum), to the maximum indemnity as stated in the Schedule for surgical procedures, performed by a registered Veterinarian in order to save the life of the Insured Horse;
  - 1.2 for the aftercare and examination costs directly related to the surgical procedure but such cover is limited to a period of 7 days subject to a maximum of 10% of the Limit of Liability.
2. The cover will be subject to the Insurer receiving a recent veterinarian certificate being not older than three months before the inception of the Policy confirming perfect health.
3. The Insured agrees to provide:
  - 3.1 The Insurer with a written report from the treating Veterinarian, describing the surgery performed and confirming that the treatment was essential to save the life of the insured horse.
  - 3.2 All Veterinarian bills in order to confirm the value of the treatment.
  - 3.3 Cover for the aftercare and examination costs but such cover is limited to a period of 7 days subject to a maximum of 10% of the Limit of Liability.
4. No cover will be provided:
  - 4.1 If the surgery is not performed by a registered veterinarian.
  - 4.2 If the condition existed or was diagnosed before the cover commenced.
  - 4.3 If the surgery was voluntary or elective.
  - 4.4 If the surgery was not performed in order to save the horse's life.
  - 4.5 For any veterinarian bills not directly related to the actual surgery.
  - 4.6 If the surgery is not performed under General Anesthetic.

## EXCLUSIONS APPLYING TO THE ENTIRE POLICY:

1. The Insurer will not be responsible for the following:
  - 3.1 This Policy does not cover death directly or indirectly caused by 'Natural Causes'. For the purposes of this Policy 'Natural Causes' are any of the following:
    - a. Old Age or Natural Causes
    - b. Drought,
    - c. Starvation
    - d. Predation
    - e. Pregnancy, unless otherwise agreed by the Insurer
    - f. Mal adaptation.
  - 3.2 Death as a result of a surgical procedure unless the Insured notified the Insurer in writing prior to the procedure and the Insurer has agreed thereto.
  - 3.3 If at the start of the policy the horse is not free from all illness, disease, injury, lameness or disability, and they are not disclosed in writing to the Insurer prior to the inception of the Policy.
  - 3.4 If the horse does not have an ID passport or microchip.
  - 3.5 If your horse is insured for more than R100,000 and a veterinary certificate is not submitted to us at inception of your policy unless agreed otherwise in writing or we will not pay your claim. If your horse is insured for R100,000 or less, then a Declaration of Health signed by you or your trainer must be submitted to us at inception of your policy unless agreed otherwise in writing or we will not pay your claim.
  - 3.6 If the Insured is not the sole owner (unless agreed otherwise) or has since sold the horse. The policy will expire as soon as the owner has sold the horse.
  - 3.7 If there have been threats or attempted or actual thefts in the preceding years and such threats or thefts have not been disclosed to the Insurer in writing.
  - 3.8 The Insured needs to always give the Insurer true and correct information. Should any information be concealed, misrepresented, omitted or not disclosed to the Insurer then any claim made may be rejected or alternatively, the policy or claim may be voided.
  - 3.9 If the Horse does not remain in the Republic of South Africa. Cover can be extended to other SADC Countries with Insurers approval.
  - 3.10 If the horse is used for another purpose other than specified in the Schedule.
  - 3.11 If proper care and attention are NOT provided at all times which extends to veterinary treatment in the event of illness, disease, injury, lameness or disability.
  - 3.12 If the claim is made under the Mortality section, the Insured must have a post mortem (including a necropsy examination) at the Insured's expense performed by a licensed veterinary surgeon approved by the Insurer to establish the cause of death or reason for humane destruction of the horse, and submit a copy of the report to the Insurer as soon as possible after the death or humane destruction of the horse.
  - 3.13 If the claim involves theft or a motor accident report, the Insured must report it to the police within 24 hours, or sooner, of the loss and do all that the Insured can to help to find the guilty person and the stolen horse.
  - 3.14 If the Insured does not agree that (and do all that is necessary to ensure that) he/she, their family, their representatives, agents, employees, bailees or other persons who have care custody or control of the horse shall submit to examinations under oath, if required by the Insured.
  - 3.15 If the premium has not been paid.
  - 3.16 If the horse is not vaccinated against Horse sickness and Equine Influenza or any active disease in the area, such as rabies. Batch numbers and dates of vaccinations are required to be provided by the Insured.
  - 3.17 For death as a result of use of incorrect vaccines or misadministration thereof.
  - 3.18 Should the Insured not provide full details of any treatment or procedure prior to the treatment or procedure which includes but is not limited to gelding a horse.
  - 3.19 A mare's foal can be from birth to 8 weeks old, and the cover of said foal has been agreed upon and additional premium has been paid. The limit of indemnity on any foal younger than 8 weeks is 10% of the mares value. After 8 weeks of age, the foal is insured under normal terms and conditions of the policy.
  - 3.20 Maximum Insurable age for horses is 25 years old.
  - 3.21 If the Insured's claim is being submitted under the Mortality section of this policy then the horse's body may not be removed or disposed of without the Insurer's written permission in order to afford the Insurer the opportunity to conduct its own investigations.
  - 3.22 For intentional slaughter for any reason, unless the Insurer has agreed or a licensed Veterinarian has recommended slaughter for humane reasons. The Insured shall be required to allow the Insurer to carry out a post mortem at the cost of the Insured. Should the Insured make use of the Insurers vet, this cost will be covered by the Insurer
  - 3.23 Malicious, intentional acts or omission by the Insured or their agents.
  - 3.24 Pollution or contamination of any kind.
  - 3.25 Congenital or hereditary defects of any nature.
  - 3.26 Death or loss caused directly or indirectly from:
    - 3.26.1 Confiscation, nationalisation, detention or any order imposed on by government.
    - 3.26.2 Civil commotion, labour disturbances, riot, strike, lockout or public disorder.
    - 3.26.3 War, invasion, act of foreign enemy, hostilities or war like operations or civil war.
    - 3.26.4 Mutiny, military uprising or usurped power, martial law or state of siege
    - 3.26.5 Insurrection, rebellion or revolution.
    - 3.26.6 Any act calculated to overthrow any Government with force, fear, terrorism or violence.

- 3.26.7 Any act calculated to bring about loss, damage or bodily injury to further any political aim, bring about economic change or in protest against any state or authority.
- 3.27 Any unexplained disappearance or parting of possession as a result of fraud or false pretence.
- 3.28 Destruction of the horse as ordered by government, public or local authority, any other person with jurisdiction due to contagious disease.
- 3.29 No cover for death due to illness for the first 14 days from the inception of cover, unless a veterinarian certificate has been provided by the Insured confirming good health, and the Insurer accepts the Veterinarian certificate.
- 3.30 Racehorses and Bloodstock in racing or training are not covered. Cover shall be provided while the racehorse or bloodstock is not racing or training.
- 3.31 The Insurer shall not be liable for consequential loss or damage except as specifically provided.
- 3.32 This insurance excludes any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any Infectious Epidemic. For the purpose of this clause, Infectious Epidemics shall mean the sudden, unexpected, large- scale manifestation of an initially locally contained, infectious disease relating to horses which spreads very rapidly and with great virulence.
- 3.33 Loss as a result of wear and tear or gradual deterioration.

## **PUBLIC LIABILITY**

1. The Insurer will compensate the Insured against legal liability up to the limits of indemnity for the payment of damages, legal costs and other expenses and advised to the Insurer during the Policy Period or within 30 days of the policy being cancelled or lapsing, in consequence of:
  - 1.1 Death or bodily injury to any person.
  - 1.2 Damage to property as a result of accident.
  - 1.3 The Insured's use or ownership of any insured horse as listed in the schedule.
  - 1.4 The use or ownership of any insured horse drawn vehicle owned by the Insured and for which the Insured is responsible.
  - 1.5 The Insured's possession or use of any horse trailer.
2. The Insurer will also cover:
  - 2.1 Any person permitted to ride the Insured's horse and use the Insured's horse drawn vehicle or horse trailer.
  - 2.2 In the event of the Insured's death, the Insured's legal representative provided such representative observes all terms, conditions, exclusions, limitations and endorsements of the policy.
  - 2.3 Any passenger riding in any horse drawn vehicle owned by the Insured, provided that such person is not covered for the same cover under any other policy and such person has not been refused Insurance or any continuance of Insurance.
3. Limit of liability
  - 3.1 Our Limit of Liability will not exceed R1 000 000.00 (one million rand) per insured horse for any one event or series of events.
  - 3.2 The Insured will be liable for an amount R1 000.00 excess per insured horse for any one event that gives rise to a claim.

## **EXCLUSIONS APPLYING TO PUBLIC LIABILITY:**

4. The Insurer shall not be liable for any loss, damage or liability arising or occurring as a result of the following:
  - 4.1 Load of passengers exceeds maximum weight that the vehicle was manufactured to carry.
  - 4.2 Loss, destruction or damage of property belonging to the Insured, a member of the Insured's family, person in your employ or person given use of such property.
  - 4.3 Liability consequent in connection with any advice of a professional nature.
  - 4.4 Goods or products (including containers and labels) sold.
  - 4.5 Fines, penalties, punitive, exemplary or vindictive damages.
  - 4.6 Damages in respect of judgements delivered, awarded or settlements made within North America.
  - 4.7 Liability consequent upon injury or damage arising out of deliberate disregard by the Insured of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
  - 4.8 Any liability of whatever kind arising from any pollution inclusive of the cost of nullifying or cleaning up of the pollution
  - 4.9 Liability from any arc or flame cutting, flame heating, arc or gas welding or any similar operation in which any kind of welding equipment is used will be restricted to R200,000 for any one event as well as per policy period.
  - 4.10 In the event of cancellation or non-renewal of the policy, the Insured may report an event to the Insurer for up to 30 days after cancellation or non-renewal, provided such event occurred during the period of insurance.
  - 4.11 The Insurer will indemnify the Insured for all reasonable expenses incurred by the Insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this section.
  - 4.12 Gratuitous advice arising out of technical information or advice given in connection with the Equine business of the insured
  - 4.13 Any liability arising from spread of fire is restricted to the amount as shown on the Schedule for any one event as well as per policy period.
  - 4.14 Damage to fences or crops caused by the Insured horse.
  - 4.15 Servicing or attempted servicing of a mare by a stallion.

- 4.16 The hiring out of any insured horse for financial gain.
- 4.17 Loss or liability arising out of the towing of a horse trailer in the possession or owned by the Insured.
- 4.18 Loss, damage or liability if the Insured is entitled to a claim under the Road Accident Fund Act or such similar legislation.
- 4.19 From a claim arising from an event which is known to the Insured but is not reported to the Insurer.
- 4.20 From an event which occurred prior to the inception of this policy.
- 4.21 For a claim occurring during the Policy Period made 30 days or more after cancellation or expiry of this policy.
- 4.22 For straying horses if the Insured does not have adequate and reasonable fencing and gates to control the free movement of the insured horses.

## ALL RISKS COVER

- 4. 4.1 The Insurer shall indemnify the Insured in respect of loss or damage to the Insured Property by any cause not excluded anywhere in the World.
- 4.2 Where the Insured Property consists of a pair or set, the Insurer will not compensate the Insured for more than the value of any particular portion which may be lost or damaged.
- 4.3 Should the Insurer agree to settle the claim by means of a cash settlement then such cash settlement shall not exceed the amount for which the Insurer could have settled the claim if the Insurer had elected to repair or replace the item.
- 4.4 The Insurer will not be liable for:
  - 4.4.1 Property Insured lost from an unattended motor vehicle unless the Property Insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is evidence of violent and forcible entry into the vehicle and subject to a limit of R10,000 any one claim.
  - 4.4.2 loss or damage caused:
    - 4.4.2.1 by vermin, moths or gradually operating causes;
    - 4.4.2.2 during any process of cleaning, dyeing or renovating;
    - 4.4.2.3 by confiscation or detention by any process of law;
    - 4.4.2.4 by or attributable to defective design, specification, construction or material;
    - 4.4.2.5 by latent defect or lack of maintenance.

## BUGGY COVER

For this section a buggy (including its permanent fittings) shall be a vehicle without means of self- propulsion, designed to be pulled by a trained horse.

- 1. 1.1 If the buggy or any part of it is lost or damaged, the Insurer will at its option indemnify the Insured by paying for its repair by a repairer acceptable to the Insurer or replacement or the amount of the loss or damage less the first amount payable. If the buggy is the subject of an instalment sale or lease agreement, any money due to the Insured will be used first towards the repayment of the debt under the agreement. The receipt by the owners referred to in the agreement will be a complete discharge to the Insurer for the repayment.
- 1.2 The maximum amount payable by the Insurer will be the limit of indemnity stated in the schedule or the reasonable market value of the buggy at the time of loss or damage whichever is the lower, less the first amount payable.
- 2. Protection and repair  
If insured loss or damage occurs:
  - 2.1 The Insurer will pay the maximum of R1000 in respect of towing, storage, protection and removal of the buggy to the nearest repairer.
  - 2.2 The Insured may authorise repairs to the buggy up to R1000 without the Insurer's consent provided a detailed quotation is given to the Insurer as soon as practicable after repairs have been carried out.
- 3. Delivery after repair  
After repair the Insurer will pay the reasonable cost of delivering the buggy to the Insured's address in the Republic of South Africa.

## SPECIAL EXCLUSIONS

- 1. Loss or damage to the buggy  
The Insurer will not be liable for:
  - 1.1 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown failure or breakage;
  - 1.2 damage to wheels unless some other part of the buggy is damaged at the same time or unless such damage is caused by thieves or persons with malicious intent.
- 2. Liability to third parties  
The Insurer will not be liable for:
  - 2.1 death of or bodily injury to:
    - 2.1.1 a person being carried in the buggy;
    - 2.1.2 a member of the Insured's family normally resident with the Insured;

- 2.1.3 an employee, other than domestic staff, of the Insured's or the Insured's family who is killed or injured in the course of such employment;
- 2.2 damage to property:
  - 2.2.1 belonging to or held in trust by or in the custody or control of the Insured or the Insured's family;
  - 2.2.2 Being carried in the or on the buggy;
- 2.3 so much of any compensation provided or insurable in terms of any Road Accident Fund;
- 2.4 death of or bodily injury or damage to property whilst the buggy is being towed;
- 2.5 more than R1 000 000 including costs and expenses for any one accident or series of accidents arising out of one event.

## CONDITIONS APPLYING TO THE ENTIRE POLICY

- 4. 4.1 The Insured must take all reasonable precautions to prevent loss, damage, accidents and the incurring of legal liability.
- 4.2 The Insurer shall not be liable to the Insured for any loss, damage or bodily injury deliberately caused by the Insured or any person acting in collusion with the Insured.
- 4.3 The Insured must take reasonable steps to prevent further damage or loss following an Insured Event.
- 4.4 The Insured must not accept liability or agree payment or indemnity with a third party under any circumstances. If the Insured does, the Insurer may refuse to indemnify the Insured.
- 4.5 If the Insurer denies liability or rejects any claim made or voids the Insured's policy or should the Insured dispute the amount of any claim made then the Insured has 90 days from the day the Insured is first informed of the outcome to make representations to the Insurer. The Insured's representations must be submitted in writing to:
 

The ONE Claims and Legal Division  
Postnet Suite 221, Private Bag 75, Bryanston, 2021  
Tel: 0861 266 562 Email: [claimsappeal@one.za.com](mailto:claimsappeal@one.za.com)

Alternatively, the Insured may contact:

The Ombudsman for Short  
Term Insurance  
PO Box 32334, Braamfontein, 2017  
Tel: 011 726 8900 Fax: 011 726 5501 Email: [info@osti.co.za](mailto:info@osti.co.za)
- 4.6 If the Insured's dispute is not resolved to their satisfaction then the Insured may institute legal proceedings against the Insurer by way of service of a summons. Summons must be served on the Insurer within 270 days of the original letter of rejection or avoidance failing which the Insured's claim against the Insurer will be forfeited and will become time barred.
- 4.7 The Insurer shall not be liable for any claim after 360 days have expired from the date of loss unless the claim is the subject of a pending court action between the Insurer and the Insured or is in respect of a claim for sums for which the Insured may become legally liable to a third party.
- 4.8 If the loss, damage or liability is covered by any other insurance, the Insurer will not pay more than their rateable proportion of the claim. This does not apply to Personal Accident cover.
- 4.9 The Insured shall not be indemnified more than once in the event that the cover for the claim is provided by more than one section in this Policy.
- 4.10 In the event of a claim as a result of theft or attempted theft, the authorities must be informed within 48 hrs.
- 4.11 In the event of a claim, the balance of the annual premium becomes due and will be deducted from the settlement amount.
- 4.12 Settlement by the Insurer of a claim will discharge the Insurer for such Loss or Damage.
- 4.13 The Insurer shall not be liable for more than the sum insured as stated on the Schedule or the Insured Value.
- 4.14 The Insured may cancel this Policy immediately at any time but it must be given to the Insurer in writing. If the Insured wishes to vary the cover of the Policy then the variation will only be effective once the Insurer has agreed to it and advised the Insured in writing.
- 4.15 The Insurer may cancel or change the terms of the Policy but the Insurer will give the Insured 30 day's written notice by fax, post or email to the Insured's last known address.
- 4.16 Premiums are payable in advance. There is no grace period for the first month of cover so if the Insurer does not receive the first premium payment for the month of inception for a monthly or a non-monthly Policy then the Policy shall be void from the inception date.
  - 4.16.1 Your monthly premium must be paid on the due date which is the first day of every month.
  - 4.16.2 If the Insurer does not receive the premium by the first day of the month, it will grant the Insured an additional 15 day grace period (this does not apply to the first month) within which to make payment.
  - 4.16.3 In the event that the premium is not paid during the 15 day grace period then the Policy shall be automatically cancelled without further notice to the Insured.
  - 4.16.4 Should the Insured have a claim in the grace period then the Insured shall be covered on condition that the Insured makes payment of the outstanding premium within the 15 day grace period failing which the Insured shall not be covered.
  - 4.16.5 If, according to the Schedule, this Policy is a non-monthly Policy (such as an annual Policy or a quarterly Policy) then:



- 4.16.5.1 if the Insurer has not received the payment by the due date then the Insured will be afforded a grace period of 15 days within which to make payment of the premium (this does not apply to the first payment for the first period of cover) failing which the cover shall be cancelled which cancellation shall be effective from the due date for making such premium payment.
- 4.16.5.2 the Policy may be renewed on the renewal date only if the Insured pays the premium on or before the due date for the payment of the premium
- 4.16.5.3 in the event of a total loss the Insurer shall deduct the unpaid premiums from any claim settlement amount.
- 4.17 If a claim made under this Policy:
  - 4.17.1 is in any respect fraudulent or fraudulent means are used by the Insured, or on the Insured's behalf, to obtain any benefit under the Policy;
  - 4.17.2 has been inflated or information has been provided in connection with the claim that is not true, the entire claim shall be forfeited and the Insurer will not be liable in respect of the claim. The Insured shall furthermore be liable to repay to the Insurer all amounts that the Insurer has paid out to the Insured previously in respect the claim.
- 4.18 The Insured acknowledges and accepts that the sharing of any relevant information i.e. credit checks, claims history etc, may be performed to assess risk.
- 4.19 Information provided by the Insured may be verified and the Insured agrees to disclose any relevant information required by the Insurer.
- 4.20 The Insurer may elect to settle any claim for lost, stolen or damaged property by repairing or replacing such item.
- 4.21 Claims payout will be authorised once the Insurer is in receipt of a signed 'release form' from the Insured.
- 4.22 The client must have an insurable interest in the horse or item insured, i.e. the insured stands to lose financially if the said event takes place.
- 4.23 If any terms, conditions, notes, or warranties are not complied with, claims made will not be payable.
- 4.24 The Insured will be responsible for any excesses payable if applicable.
- 4.25 This policy is subject to the jurisdiction of courts in the Republic of South Africa.
- 4.26 Interest will be calculated at a rate of 0% (zero percent) as prescribed by the Rate of Interest Act 55 of 1975, unless ordered otherwise by a court of law.
- 4.27 The Insurer shall not be liable for any claim arising out of contractual liability, unless the liability would have existed without a contract.