

**LIVESTOCK & GAME****Sub-Section A – pedigreed animals (excluding game)****Defined events**

Death of Your pedigreed animal (excluding game), as defined in the schedule, by accident, illness or disease occurring during the period of insurance, (or for insurance for an annual period only in the event of death of such pedigreed animal occurring within 30 (thirty) days after the expiry of this insurance as a result of any accident occurring, or illness or disease manifesting itself during the currency hereof and subject to written notice of such accident, illness or disease having been given to Us before expiry of this insurance) for the actual value of such pedigreed animal at the time of the accident (or manifesting of illness or disease) causing it's death and Our liability will not exceed the limit of the limit of liability as specified in the Schedule in respect of such pedigreed animal.

**Specific exceptions – Sub- Section A**

We shall not be liable in respect of any loss directly or indirectly from or arising out of:

1. theft or any attempt thereat or from straying;
2. accidental plant poisoning or poisoning arising out of feeding and/or watering and/or dipping except to the extent of 65% (sixty five percent) of the Sum Insured;
3. destruction in compliance with the requirements of any statute or any order of a government department or local authority;
4. unfitness for or incapacity to fulfil the functions or duties for which the pedigreed animal is kept;
5. transit by air or sea;
6. accident or disease sustained or contracted elsewhere than in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
7. accident or disease sustained or contracted during transit by air or by sea;
8. the intentional slaughter or destruction of pedigreed animals whether by or under order of any government or public or local authority or any person or body having jurisdiction in the matter or otherwise

Provided that:

We will not invoke this particular exception as a defence where:

- a. We shall have expressly agreed to destruction of the pedigreed animal or;
  - b. an insured pedigreed animal suffers an injury or is affected with an excessively painful disease and a qualified veterinary surgeon appointed by Us certifies that it is incurable and so excessive that immediate destruction is imperative for human reasons or;
  - c. an insured pedigreed animal suffers an injury and a qualified veterinary surgeon appointed by You shall first have given a certificate that the suffering of the pedigreed animal is incurable and so extensive that immediate destruction is imperative for human reasons without waiting for the appointment of Our veterinary surgeon
9. redwater fever;
  10. heartwater fever;
  11. gall sickness;
  12. pulpy kidney;
  13. blue tongue;
  14. any tick borne disease manifesting itself within 30 (thirty) days of the inception of the Policy;
  15. consequential loss however this may arise;
  16. liability to third parties;
  17. theft of pedigreed animals ;
  18. loss or damage incurred in transit while any vehicle is being driven by:
    - a. You while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while Your blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
    - b. any other person with Your general consent who, to Your knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licensed to drive such vehicle, but this shall not apply if You were unaware that the driver was unlicensed and You can prove to Our satisfaction that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles

Provided that:

any driver shall be deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to under the territorial limits of this Section, or if non-compliance with any licensing law is solely

because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners;

19. loss of or damage to Your property consequent upon Hijacking or any attempt thereat;
20. trampling or suffocation resulting in death or destruction of pedigreed animals whilst in transit in or on any means of conveyance.

## Specific conditions Sub-Section A

### Situation and use

No pedigreed animal shall be removed from the premises as stated in the Schedule for the purpose of being kept permanently elsewhere without Our written consent.

No pedigreed animal shall be used for purposes other than those stated in the proposal without Our written consent.

### Notification of claim

1. You shall give immediate notice to Us of any illness of or accident to any pedigreed or death animal described in the Schedule and shall at his/her own expense immediately provide for adequate attendance and treatment by a veterinary surgeon and when required shall furnish a report by the attending veterinary surgeon on the condition of the pedigreed animal. You shall at all times use and exercise all due and reasonable care and safe-guard against loss or danger of loss and shall comply with all reasonable regulations and directions given by Us or by Our veterinary surgeon;
2. on the death of any pedigreed animal described in the Schedule You shall immediately give notice thereof to Us and shall give Us the opportunity of inspecting the carcass by not cutting or disposing of such carcass before expiry of a minimum period of 24 (twenty-four) hours after such notice has been received by Us. You at Your own expense shall within 14 (fourteen) days after being requested so to do furnish Us with such information accompanied by such veterinary certificates and satisfactory proof as to death, identity and value of the pedigreed animal as We may require. The burden of proving that an insured pedigreed animal has not died from an excluded cause as described in this Section shall rest upon You. If the claim be admitted You shall dispose of the carcass to the best advantage and the amount realised shall belong to Us.

### Calf Extension (only applicable in respect of an insured cow)

It is hereby declared and agreed that this Section is extended to provide cover for a calf or twin calves older than 24 (twenty four) hours but less than 6 (six) months of age provided that Our liability in respect of such calf or twin calves shall not exceed 20% (twenty percent) of the insured amount of the insured cow.

In the event of payment of compensation in terms of this extension the insured amount of the insured cow shall be reduced by the amount of such compensation.

## Endorsements applicable to Sub-Section A if so stated in the schedule

### 1. Infertility of pedigree bulls or pedigreed rams as a result of accident only

Prior to the commencement of cover and any subsequent term of insurance following thereupon in terms of this Extension it shall be a condition that a fertility certificate issued by a qualified veterinary surgeon be obtained and submitted to Us and such fertility certificate must be obtained within 60 (sixty) days prior to the commencement of cover.

If during the period of insurance the pedigreed bull or pedigreed ram described in the Schedule be proved by production of satisfactory evidence and certificates to be permanently infertile as a result of an injury caused by visible violence as a result of an external accident and sustained during the period of insurance We shall after a period of 3 (three) calendar months has elapsed from the date of notification of the infertility make good the difference between the sum realised by the disposal of the pedigreed bull or pedigreed ram and the amount insured as stated in the Schedule

Provided that:

We shall not be liable for:

- a. any claims in respect of consequential loss however this may arise;
- b. any claims in respect of pedigreed rams younger than 6 (six) months or older than 4 (four) years.

### 2. Infertility of pedigreed bulls or pedigreed rams as a result of accident and/or illness

Prior to the commencement of cover and any subsequent term of insurance following there upon in terms of this Extension it shall be a condition that a fertility certificate issued by a qualified veterinary surgeon be obtained and submitted to Us and such fertility certificate must be obtained within 60 (sixty) days prior to the commencement of cover.

Should the pedigreed bull or pedigreed ram described in the Schedule be proved by production of satisfactory evidence and certificates to be permanently infertile as a result of an injury caused by visible violence as a result of an external accident or as a result of illness and sustained during the period of insurance We shall after a period of 3 (three) calendar months has elapsed from the date of notification of the infertility make good the difference between the sum realised by the disposal of the pedigreed bull or pedigreed ram and the amount insured as stated in the Schedule

Provided that:

**We shall not be liable for:**

- a. any claims in respect of consequential loss however this may arise;
- b. any claims in respect of pedigreed rams younger than 6 (six) months or older than 4 (four) years.

### 3. Redwater Fever

Specific Exception (9) of this Section is cancelled.

### 4. Heartwater Fever

Specific Exception (10) of this Section is cancelled.

### 5. Gall Sickness

Specific Exception (11) of this Section is cancelled.

### 6. Pulpy Kidney (ENTEROTOXAEMIA)

Specific Exception (12) of this Section is cancelled provided that the particular pedigreed animal has been inoculated against this illness within the 6 (six) months prior to the death thereof provided further that the serum has been correctly stored and used as prescribed in the directions of use.

### 7. Blue Tongue

Specific Exception (13) of this Section is cancelled provided that the particular pedigreed animal has been inoculated against this illness within the 12 (twelve) months prior to the death thereof and provided further that the serum has been correctly stored and used as prescribed in the directions of use.

#### **Memo applicable to endorsements 6 & 7:**

It shall be a condition prior to the admitting of a claim under this Section that proof of inoculation in the form of a certificate signed by a veterinary surgeon or if You have administered the inoculation himself/herself a certificate signed by You and counter signed by a neighbouring farmer shall be received by Us immediately after the administration of the inoculation and prior to the occurrence of a claim.

### 8. Plant Poisoning

Specific Exception (2) 65% is cancelled and increased to 100%.

### 9. Hijacking Cover

In consideration of the payment of an additional premium Specific Exception 19 of this Section is cancelled and cover is extended to include loss of or damage to the property as stated in the Schedule as a result of Hijacking but limited to the sum insured stated in the Schedule in respect of any single occurrence

Provided that:

You shall be liable for the first 20% (twenty percent) of each and every claim.

### 10. Riot and Strike

In consideration of the payment of an additional premium and subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

Provided that **this Extension does not cover:**

- a. loss or damage occurring in the republic of South Africa and Namibia;
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;

- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

If We allege that, by reason of provisos (a), (b), (c) or (d) loss or damage is not covered by this Section, the burden of proving the contrary shall rest on You.

### Sub-Section B – Livestock (excluding game)

#### Defined events – Option 1

Loss or damage resulting from death or destruction of the livestock, (including pedigreed animals) described in the Schedule directly caused by fire or lightning excluding whilst in transit

#### Defined events – Option 2 (Applicable to Cattle and Sheep Only)

Loss or damage resulting from death or destruction of the livestock (including pedigreed animals) described in the Schedule directly caused by fire, lightning (excluding whilst in transit) and violent accident (including limited cover up to 20% (twenty percent) of the sum insured per animal, limited to a maximum of R300 000 (three hundred thousand rand) in total as a result of an occurrence or series of occurrences arising out of one event in respect of storm, wind, water, hail or snow, mad cow disease, foot and mouth disease, redwater fever, heartwater fever, gall sickness, pulpy kidney, blue tongue, freezing of livestock and attack by dogs and predators) or euthanasia which is administered by a qualified veterinary surgeon as a result of injuries caused by the insured perils.

#### Specific exceptions – Sub-Section B

We shall not be liable for loss or damage caused by or arising from:

1. frostbite, poisoning of any kind or strange objects in the alimentary canal of any of the livestock, erroneous feeding or erroneous dosage whether malicious or by accident;
2. trampling or suffocation resulting in death or destruction of animals due to overloading of any vehicle which is being used to transport the insured animal;
3. attack by dogs or wild animals (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
4. actions performed for You by independent contractors or liabilities assumed by You by contract or agreement;
5. damage to or loss of livestock (including pedigreed animals) not belonging to or held in trust by You or in Your custody or under Your control or any employee or agent of Yours;
6. any disease, ailment or condition in any animal described in the Schedule, carcass or product thereof which may spread, contaminate or otherwise injure;
7. confiscation, requisition, destruction or detention of any livestock (including pedigreed animals) by order of any statute, government or public authority;
8. risks of contraband or illegal transportation or trade;
9. slaughter of livestock (including pedigreed animals) without Our consent except in the case of an injury caused by an insured peril necessitating that the animal be slaughtered without delay in the interests of humaneness

Provided that:

We may have a post mortem examination carried out by a veterinary surgeon of its choice if it elects to do so;

10. consequential loss of any nature whatsoever;
  - a. loss or damage incurred while any vehicle is being driven by:
    - i. You while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while Your blood alcohol percentage exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
    - ii. any other person with Your general consent who, to Your knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licensed to drive such vehicle, but this shall not apply if You were unaware that the driver was unlicensed and You can prove to Our satisfaction that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles

Provided that:

any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under the territorial limits stated in the Schedule of this Section, or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners;

12. loss of or damage to the insured property consequent upon hijacking or any attempt thereat;
13. loss of or damage as a result of theft or any attempt thereat of the insured property;
14. redwater fever (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
15. heartwater fever (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
16. gall sickness (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
17. pulpy kidney (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
18. blue tongue (except to the extent of limited cover which is granted under Defined Events Option 2 of Sub-Section B);
19. any tick borne disease manifesting itself within 30 (thirty) days of the inception of the Policy.

### Specific conditions Sub-Section B

#### 1. Under insurance in respect of numbers

If at the time of any loss of the livestock (including pedigreed animals) as insured under this Section against the Perils as defined herein it is found that the number of the animals is higher than the number insured then You shall be considered as being his own insurer for the difference and You shall bear a rateable share of each and every loss. Every item, if more than one, shall be separately subject to this Specific Condition

#### 2. First amount payable in respect of Violent Accident, Mad Cow Disease, Foot and Mouth Disease, Redwater Fever, Heartwater Fever, Gall Sickness, Pulpy Kidney, Blue Tongue, attack by dogs and predators

In the event of the livestock (including pedigreed animals) insured by this Section being destroyed as a result of violent accident, mad cow disease, foot and mouth disease, redwater fever, heartwater fever, gall sickness, pulpy kidney, blue tongue and attack by dogs and predators You shall be responsible for the first 10% (ten percent) of each and every loss with a minimum of R350 (three hundred and fifty rand) in the case of large stock and R250 (two hundred and fifty rand) in the case of small stock.

#### 3. Freezing of livestock (including pedigreed animals)

In the event of the livestock (including pedigreed animals) insured by this Section being destroyed as a result of freezing You shall be responsible for:

- a. Angora goats:
  - i. Within 2 months after been shorn - 25% of the claim (minimum R500)
  - ii. Otherwise - 10% of the claim (minimum R300)
- b. All other goats and sheep:
  - i. Within 2 months after been shorn - 10% of the claim (minimum R300)
  - ii. Otherwise - 5% of the claim (minimum R200)
- c. Large animals: - 10% of the claim (minimum R300)

#### 4. Insurance of lambs

Our liability in respect of a lamb older than 24 (twenty four) hours but younger than 3 (three) months shall be limited to 10% (ten percent) of the sum insured of the eave.

### Endorsements applicable to Sub-Section B if so stated in the schedule

#### 1. Attack by dogs and wild animals

In consideration of the payment of an additional premium Specific Exception 3 of this Section is cancelled and the cover under this Section is hereby extended to include loss or damage in respect of death of the livestock (including pedigreed animals) described in the Schedule, directly caused by attack by dogs or wild animals **excluding dogs or wild animals belonging to You**, members of his household or his employees or kept in their custody. It is a condition precedent to liability under this extension that You shall notify Us as well as the Police as soon as possible after the loss or damage and that he will seriously endeavour to identify the dogs or wild animals and their owners

#### 2. Freezing of livestock

In consideration for the payment of an additional premium the cover under this Section is extended to include the following: loss or damage in respect of death or destruction of the livestock (including pedigreed animals) described in the Schedule directly caused by;

- a. Storm, wind, water, hail and snow;
- b. Freezing with the **exception of loss or damage due to a drop of temperature which is not accompanied by storm, wind, water, hail or snow**

Provided that:

no cover in terms of this Extension will be applicable within the first 7 (seven) days after inception of such cover.

**3. Redwater Fever**

Specific Exception (14) of this Section is cancelled.

**4. Heartwater Fever**

Specific Exception (15) of this Section is cancelled.

**5. Gall Sickness**

Specific Exception (16) of this Section is cancelled.

**6. Pulpy Kidney (ENTEROTOXAEMIA)**

Specific Exception (17) of this Section is cancelled provided that the particular pedigreed animal has been inoculated against this illness within the 6 (six) months prior to the death thereof and provided further that the serum has been correctly stored and used as prescribed in the directions of use.

**7. Blue Tongue**

Specific Exception (18) of this Section is cancelled provided that the particular pedigreed animal has been inoculated against this illness within the 12 (twelve) months prior to the death thereof and provided further that the serum has been correctly stored and used as prescribed in the directions of use.

Memo applicable to endorsements 6 and 7:

It shall be a condition prior to the admitting of a claim under this Section that proof of inoculation in the form of a certificate signed by a veterinary surgeon or if You have administered the inoculation himself/herself a certificate signed by You and counter signed by a neighbouring farmer shall be received by Us immediately after the administration of the inoculation and prior to the occurrence of a claim.

**8. Riot and strike**

In consideration of the payment of an additional premium and subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this Section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- a. civil commotion, labour disturbances, riot, strike or lockout;
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

Provided that **We shall not be liable for:**

- a. **loss or damage occurring in the Republic of South Africa and Namibia;**
- b. **consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;**
- c. **loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;**
- d. **loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**

If We allege that, by reason of provisos (a), (b), (c) or (d) loss or damage is not covered by this Section, the burden of proving the contrary shall rest on You.

**Sub-Section C - Limited cover (game)****Defined events**

Death of Your animal caused by fire, lightning or explosion.

**Specific exclusion**

**We shall not be liable for claims:**

1. **as a result of panic, whether such panic is a direct result of fire, lightning or explosion.**
2. **in connection with or arising from transit by road or rail.**

**Specific conditions applicable to Sub-Sections A, B & C****1. Condition of animals**

Warranted that the all animals described in the Schedule are all in good condition and free from any injury or illness at the commencement of this insurance.

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2. **Fire extinguishing charges (Applicable to transit cover only Sub- Section A)**

If the property described in the Schedule is lost or damaged by fire whilst in course of a transit insured by this Section We will in addition to indemnifying You for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this Specific Condition shall not exceed R5 000 (five thousand rand) any single event.

3. **Debris removal (Applicable to transit cover only Sub – Section A)**

The insurance under this Section includes costs necessarily incurred by You in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a maximum limit of R5 000 (five thousand rand) or the limit stated in the Schedule, whichever is the greater, in respect of any one Defined Event.

4. **First amount payable**

You shall be liable for:

- a. 10% of each and every claim with a minimum of R300 (three hundred rand) whichever is the greater
- or
- b. the first amount payable as stated in the schedule.

5. **Period of transit (Sub – Section A)**

Transit shall be deemed to commence with the loading on any means of conveyance (including carrying goods thereto) and continue during transportation to the consignee and temporary storage during the course of the journey and to end with the delivery including unloading of the property at destination.

6. **Refusal of receipt (Sub-Section A)**

If any consignee shall refuse to accept property dispatched by You then transit shall be deemed to continue and the insurance in respect of such property shall remain in force until the property is delivered at Your premises

Provided that:

You shall take all reasonable steps to ensure that the property is returned to him/her as soon as is reasonably possible.

7. **Other means of conveyance (Sub – Section A)**

Where the means of conveyance is by specified vehicle(s) the insurance by this Section shall apply to property in or on any vehicle temporarily used in place thereof whilst the specified vehicle is undergoing repair or servicing

Provided that:

such replacement vehicle is not Your property nor leased or hired by him/her under a lease or hire purchase agreement except when hired for such period as is necessary for repair or servicing of the means of conveyance.

8. **Breakdown of means of conveyance (Sub – Section A)**

In the event of breakdown during transit of the means of conveyance or if for any reason beyond Your control the property is endangered nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be prejudiced thereby.

