



## Livestock

### Defined events

The company shall indemnify the insured against the following contingencies:

Loss or damage resulting from death or destruction of the livestock (including pedigreed animals) described in the schedule directly caused by:

- (a) fire or lightning (excluding whilst in transit)
- (b) violent accident and
- (c) transit but limited to death of the insured animals resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance but limited to a maximum of N\$100 000 (one hundred thousand Namibia Dollar) any one occurrence arising out of one event.

Euthanasia which is administered by a qualified veterinary surgeon as a result of injuries caused by the insured perils.

### Specific exceptions

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

1. 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 whilst in transit in or on any conveying vehicle
3. attack by dogs or wild animals
4. actions performed for the insured by independent contractors or liabilities assumed by the insured by contract or agreement
5. damage to or loss of livestock (including pedigreed animals) not belonging to or held in trust by or in the custody or under the control of the insured or any employee or agent of the insured
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. any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, Police Services, crime prevention units or other officials or authorities
8. risks of contraband or illegal transportation or trade
9. the intentional slaughter or destruction of livestock

Provided that:

the company will not invoke this particular exception as a defense where:



- (i) the company shall have expressly agreed to destruction of the animal or
- (ii) an insured animal suffers an injury or is affected with an excessively painful disease and a qualified veterinary surgeon appointed by the company certifies that it is incurable and so excessive that immediate destruction is imperative for humane reasons or
- (iii) an insured animal suffers an injury and a qualified veterinary surgeon appointed by the insured shall first have given a certificate that the suffering of the insured animal is incurable and so extensive that immediate destruction is imperative for humane reasons without waiting for the appointment of a veterinary surgeon by the company

Provided that:

in all such cases of (i), (ii) or (iii) above the company shall be given the opportunity of having a post mortem examination carried out by their veterinary surgeon should they so desire

- 10. consequential loss of any nature whatsoever
- 11. loss or damage incurred while any vehicle is being driven by:
  - (i) the insured 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 the blood alcohol percentage of the insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle
  - (ii) any other person with the general consent of the insured who, to the insured's 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 the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company 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 learner

- 12. loss of or damage to the insured property consequent upon hijacking or any attempt thereof
- 13. loss of or damage as a result of theft or any attempt thereof of the insured property
- 14. redwater fever
- 15. heartwater fever
- 16. gall sickness
- 17. pulpy kidney



18. blue tongue
19. any tick borne disease manifesting itself within 30 (thirty) days of the inception of the policy
20. destruction in compliance with the requirements of any statute or any order of a government department or local authority
21. freezing of livestock
22. accident or disease sustained or contracted during transit by air or by sea.

## **Specific conditions, clauses and extensions**

### **1. Condition of animals**

Livestock, (including pedigreed animals) described in the schedule must all be sound and in perfect health and free from injury at the commencement of this insurance.

### **2. Death of livestock (Including pedigreed animals)**

On the death of any animal described in the schedule the insured shall immediately give notice thereof to the company and shall give the company the opportunity of inspecting the carcass by not cutting or disposing of it until the expiration of at least 24 (twenty four) hours after such notice shall have been received by the company. The insured shall at his own expense within 14 (fourteen) days after being requested to do so furnish to the company such information accompanied by such veterinary certificates and satisfactory proof as to death, identity and value of the animal as the company may require. The burden of proving that an insured animal has not died from an excepted cause as described in this section shall rest upon the insured. If the claim be admitted the insured shall dispose of the carcass to the best advantage and the amount realised shall belong to the company

Provided that:

in the event of claims for the death of livestock (including pedigreed animals) caused by lightning:

- (a) at the time of submitting a claim the insured shall furnish the company with a sworn affidavit
  - (i) to confirm that the death of the animal(s) was caused by lightning
  - (ii) declaring at the time of the loss the total number of animals the insured possessed as well as the total number of animals not belonging to, or held in trust by, or in the custody, or under the control of the insured or any employee or agent of the insured
- (b) a veterinary report for all claims above N\$15 000 (fifteen thousand Namibia Dollar).

### **3. Underinsurance 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 the insured shall be considered as being his own insurer for the difference. Every item, if more than one, shall be separately subject to this Specific condition

Provided that:





- (ii) otherwise 10% of the claim minimum N\$250
- (b) **All other goats and sheep:**
  - (i) within 2 months after been shorn 10% of the claim minimum N\$250
  - (ii) otherwise 5% of the claim minimum N\$150
- (c) **Large livestock:** 10% of the claim minimum N\$250

## 9. Insurance of lambs/calves

The liability of the company in respect of a lamb or calf 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 ewe/cow.

## 10. Veterinary treatment (Injury caused by fire only)

This section covers the reasonable costs incurred by the insured for veterinary treatment as a result of injury caused by fire sustained by any insured animal/s under this section

Provided that:

- (a) it is economical to seek veterinary treatment
- (b) the veterinary treatment is conducted by a qualified veterinary and is certified by him/her to have been necessitated solely by injury caused by fire and have been carried out in an attempt to preserve the animal's life
- (c) this veterinary expenses does not include any expenses incurred by the insured as mentioned under Specific conditions 2 of this section
- (d) the company's liability shall not exceed 20% (twenty percent) of the amount at risk for the treated animal at the time of the occurrence or N\$2 000 (two thousand Namibia Dollar) whichever is the lesser per any one occurrence per treated animal
- (e) should the injury result in death of the animal or in the case where the insured animal is suffering so extensive that a qualified veterinary surgeon certified that immediate destruction is imperative for humane reasons, after an attempt to preserve the animal's life, the amount payable under this extension shall be deducted from the amount payable for the loss resulting in death or destruction of the animal.

## 11. Period of transit

Transit shall be deemed to commence with the loading on any means of conveyance (including carrying goods thereto) and continue during transportation to the destination and temporary storage (not exceeding 96 hours) during the course of the journey and to end with the delivery including unloading of the property at destination.

## 12. Grazing management practices

This section is extended to provide cover for the livestock (including pedigreed animals) as insured under this section and against the perils as stated in the schedule, if moved between the premises as stated in the schedule as part of standard grazing management practices. Every item, if more than one, shall be collectively subject to Specific condition 3 - Average



Provided that:

the insured shall bear a rateable share of each and every loss.

## **Definitions**

### **Livestock (including pedigreed animals)**

Livestock (including pedigreed animals) in terms of this section shall be deemed and will be limited to cattle (large livestock), sheep and goats, excluding game (small livestock) the property of the insured.

### **Violent accident**

Violent accident in terms of this section shall be deemed death resulting by accidental, violent, external and visible means.

## **Extensions**

### **1. Attack by dogs and wild animals (If stated in the schedule to be included)**

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 the insured, members of his household or his employees or kept in their custody. It is a condition precedent to liability under this extension that the insured shall notify the company 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 and other perils (Including pedigreed animals) (If stated in the schedule to be included)**

In consideration for the payment of an additional premium Specific exception 21 of this section is cancelled and 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. Hijacking (If stated in the schedule to be included)**

In consideration of the payment of an additional premium Specific exception 12 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



Provided that:

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

#### **4. Riot and strike (If stated in the schedule to be included)**

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:

- (i) civil commotion, labour disturbances, riot, strike or lockout
- (ii) 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
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

#### **5. Redwater fever (If stated in the schedule to be included)**

In consideration of payment of an additional premium Specific exception 14 of this section is cancelled and cover is extended to include death of livestock directly caused by redwater.

#### **6. Heartwater fever (If stated in the schedule to be included)**

In consideration of payment of an additional premium Specific exception 15 of this section is cancelled and cover is extended to include death of livestock directly caused by heartwater.

#### **7. Gall sickness (If stated in the schedule to be included)**

In consideration of payment of an additional premium Specific exception 16 of this section is cancelled and cover is extended to include death of livestock directly caused by gall sickness.

#### **8. Pulpy kidney (If stated in the schedule to be included)**

In consideration of payment of an additional premium Specific exception 17 of this section is cancelled and cover is extended to include death of livestock directly caused by pulpy kidney.



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.

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 the insured has administered the inoculation himself/herself a certificate signed by the insured and counter signed by a neighbouring farmer shall be received by the company immediately after the administration of the inoculation and prior to the occurrence of a claim.

#### **9. Blue tongue (If stated in the schedule to be included)**

In consideration of payment of an additional premium Specific exception 18 of this section is cancelled and cover is extended to include death of livestock directly caused by 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.

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 the insured has administered the inoculation himself/herself a certificate signed by the insured and counter signed by a neighbouring farmer shall be received by the company immediately after the administration of the inoculation and prior to the occurrence of a claim.

### **Optional limitation**

#### **Fire and lightning only (If stated in the schedule to be included)**

Defined events (b) and (c) of this section is cancelled.