



Irrigation Systems on Wheels and Centre Pivots

Sub-section A: Loss or damage

Defined events

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the prior consent of the company to the extent of but not exceeding N\$5 000 (five thousand Namibia Dollar) over and above the amount of the first amount payable for which the insured is responsible under this sub-section provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdoms of Eswatini, Zimbabwe, Malawi or Mozambique.

Basis of indemnity

1. If the damage can be repaired the company will pay the cost of restoration to working order based on the customary daily rates of wages in the district and normal freight, erection and custom dues.
2. If the vehicle is totally destroyed the company will pay the market value of the vehicle immediately before the accident and the cost of removing the damaged vehicle less the value of the remains. The vehicle shall be regarded as totally destroyed if the repair costs as defined in 1 above equal or exceed its market value immediately before the accident.
3. The company may at its option repair reinstate or replace any damaged vehicle or pay the amount of the damage in cash

Provided that:

- (a) where damage is restricted to a part or parts of an vehicle the company will not be liable to pay a greater amount than the value of the part or parts allowed for in the sum insured plus dismantling re-erection and freight expenses
- (b) the sum insured for each vehicle specified in the schedule shall at all times be equal to the new replacement value
- (c) if at the time of the damage the sum insured is lower than the new replacement value then the insured will be considered to be his/her/their own insurer for the difference and will bear a rateable share of the loss accordingly. Every vehicle will be separately subject to this condition

Provided further that:

- (i) the limit of indemnity for each vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage



in the event of any part, accessory or fitment needed to replace damage to the vehicle being unprocurable in the Republic of South Africa, Namibia and Botswana

- (ii) as a standard (ready manufactured) article, the liability of the company shall be met by the payment of a sum equalling the value of such part, accessory or equipment at the time of the accident but not in any case exceeding the manufacturer's latest price list as well as import cost for such part, accessory or fitment
- (iii) if, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage
- (iv) in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the insured shall be responsible for the first amount payable stated in the schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

Exceptions to sub-section A

The company shall not be liable to pay for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a Defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- (b) damage to tyres by road punctures, cuts or bursts
- (c) 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.

Sub-section B: Liability to third parties

Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured.

The company will also, in terms of and subject to the limitations of and for the purposes of this sub-section:



1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B - Liability to third parties shall not exceed the limit of indemnity stated to apply to sub-section B - Liability to third parties
2. indemnify any person who operates or controls such vehicle on the insured's order or with the insured's permission

Provided that:

- (a) such person shall, as though he/she/they were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
- (b) such person operating or controlling such vehicle has not been refused any motor insurance or continuance thereof by any insurer
- (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
- (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.

Specific exceptions to sub-section B

The company shall not be liable under this sub-section in respect of:

- (a) so much of any compensation or claim as falls within the scope of any Compulsory Motor Vehicle Insurance Enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from such vehicle at the time of the occurrence of the event from which any claim arises
- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.

Limits of Indemnity

Unless otherwise stated, the liability of the company under this Sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Definitions

1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

2. Vehicle

The term vehicle shall mean:



- (a) irrigation systems on wheels (with any form of propulsion)
and
- (b) center pivots
including
- (c) fixtures and fittings attached thereto or thereon excluding underground pipe lines, cables and harnesses, compressors, computer and impeller systems, pumps and similar equipment related thereto away from the vehicle or beneath the ground.

3. Third party

For the purpose of this insurance the term "third party" shall mean third party as described in sub-section B - Liability to third parties.

4. Third party and fire

For the purpose of this insurance the term "third party and fire" shall mean:

- (i) third party as described in sub-section B - Liability to third parties
plus
- (ii) fire, self combustion, lightning or explosion including special perils as described in the Fire section of this policy.

5. Third party, fire and theft

For the purpose of this insurance the term "third party, fire and theft" shall mean:

- (i) third party as described in sub-section B - Liability to third parties
plus
- (ii) fire, self combustion, lightning or explosion including special perils as described in the Fire section of this policy
plus
- (iii) theft or any attempt thereto.

6. Claim free group (Not applicable if optional limitations 1, 2 and 3 are applicable)

Claim free groups 1 to 4 applicable on vehicles.

In the event of no claim arising under this section during a period of insurance (or term of insurance in the case of a monthly policy) specified below immediately preceding the renewal of this section, the renewal premium (or renewal premiums for the term of insurance in the case of a monthly policy) for that vehicle will be calculated in accordance with the claim free groups scale stated below:

Term of insurance

Claim free group



less than one year	0
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4

However should a claim arise in respect of a vehicle stated above during any period of insurance (or term of insurance in the case of a monthly policy) when claim free groups of 3 or 4 applies, the renewal premium for the subsequent period of insurance (or renewal premiums for the subsequent term of insurance in the case of a monthly policy) will be calculated on the claim free group 1 or 2, respectively.

If more than one vehicle is described in the schedule the claim free group shall be applied as if a separate policy had been issued in respect of each vehicle.

Unless the company consent to a transfer of interest in this policy the claim free group is not transferable.

Extensions

1. 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 and 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 or 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.

2. Fire extinguishing charges

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company



may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire

Provided that:

the liability of the company shall not exceed N\$10 000 (ten thousand Namibia Dollar) any one occurrence or the amount stated in the schedule.

3. Wreckage removal

The cover provided under sub-section A - Loss or damage of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a Defined event, provided that, in addition to the limit of indemnity under sub-section A - Loss or damage of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, the amount of N\$10 000 (ten thousand Namibia Dollar) or the limit stated in the schedule whichever is the greater.

4. Credit shortfall

If any total loss settlement under sub-section A - Loss or damage is less than the amount owing to a registered credit provider under the Credit Agreements Act 75 of 1980 under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the vehicle
- (c) the increased instalments or rental that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled
- (d) the first amount payable under sub-section A - Loss or damage
Provided always that:
 - (i) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A - Loss or damage
 - (ii) this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment
 - (iii) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

5. Damage to tyres

The cover under this section is extended to include total loss of and irreparable damage to the tyres of the vehicle stated in the schedule which is insured comprehensively as a result of damage caused by any unseen or concealed object whilst on the land or any other surface

Provided that:



- (a) the liability of the company is limited to a maximum of N\$5 000 (five thousand Namibia Dollar) per tyre unless the value per tyre which exceeds N\$5 000 (five thousand Namibia Dollar) is stated in the schedule
- (b) the insured shall be responsible for the first 10% (ten percent) with a minimum of N\$500 (five hundred Namibia Dollar) of each and every claim
- (c) the insured shall at his own expense have all damage and wear and tear assessed by one or more reputable retreaders to assess whether a tyre can be repaired or not and what the extent of wear and tear is, which will be deducted accordingly from the settlement account.

The provisions of this section relating to first amount payable and no claim rebate shall not apply to this extension.

Memoranda

1. War

In respect of sub-section B - Liability to third parties General exception 1 is deleted and replaced by the following:

"This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny insurrection, rebellion, revolution, military or usurped power".

2. Description of use

Vehicles used by the insured exclusively for farming purposes for own use only.

The indemnity to the insured in connection with any vehicle shall be operative whilst such vehicle is in the custody or control of a member of the motor trade for the purpose of overhaul, upkeep or repair excluding hiring.

3. Maintenance of vehicle

The insured or anyone acting on behalf of the insured and/or any person operating and/or controlling the vehicle with the knowledge and consent of the insured or anyone acting on behalf of the insured shall take all reasonable steps to safeguard any vehicle described in the schedule from loss or damage and to maintain it in an efficient condition and also make sure that regular maintenance inspections are carried out on such vehicles to ensure the effective functioning thereof

Provided that:

- (a) the company shall at all times have free access to examine such vehicle. In the event of any accident or breakdown such vehicle shall not be left unattended without proper precaution being taken to prevent further damage or loss and if such vehicle be used before the necessary repairs are effected any increase of the damage or further damage to such vehicle shall be entirely at the insured's own risk
- (b) cover in respect of all vehicles older than 5 (five) years and annually thereafter is subject to a comprehensive report by an engineer or an authorised and approved agent/ representative of the manufacturer in which it is confirmed that such vehicle is in a sound working condition and that no repair work is necessary and also to determine the degree of deterioration



- (c) the name of the manufacturer must in all cases be submitted to the company before commencement of cover.

4. Waiver of subrogation rights

For the purposes of this section, the company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

5. Principals

Notwithstanding Specific exception 2 of this section, the indemnity under sub-section B – Liability to third parties extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of Namibia, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the company shall not exceed the limit of indemnity stated in the schedule.

6. Cross liabilities

Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly, and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

Optional limitations

1. Third party only limitation (If stated in the schedule to be included)

Sub-section A - Loss or damage and the claim free group provisions are cancelled.

2. Third party and fire insurance only (If stated in the schedule to be included)

The liability of the company under sub-section A - Loss or damage is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion and the special perils as defined under section 10 - Fire of the policy. The claim free group provisions are cancelled.

3. Third party, fire and theft only (If stated in the schedule to be included)

The liability of the company under sub-section A - Loss or damage is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion and the special perils as defined under section 10 - Fire of the policy or by theft or any attempt thereat. The claim free group provisions are cancelled.

Specific exceptions applicable to all sub-sections

1. The company shall not be liable for any accident, injury, loss, damage or liability:
 - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the "Description of use" clause
 - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique. The company will also indemnify the insured



against loss of or damage to any vehicle while in transit by sea, air or between ports or places in these territories including loading and unloading incidental to such transit

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.