



Pedigree Animals

Defined events

The company shall indemnify the insured in respect of death during the period of insurance of any pedigreed animal specified in the schedule (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 the company 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

Provided that:

the liability of the company shall in no case exceed the limit of liability specified in the schedule in respect of such pedigreed animal.

Specific exceptions

The company shall not be liable in respect of loss directly or indirectly resulting from or arising out of:

- (a) destruction in compliance with the requirements of any statute or any order of a government department or local authority
- (b) unfitness for or incapacity to fulfill the functions or duties for which the pedigreed animal is kept
- (c) accident or disease sustained or contracted elsewhere than in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdoms of Eswatini, Zimbabwe and Malawi
- (d) accident or disease sustained or contracted during transit by air or by sea
- (e) 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
- (f) 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:

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

- (i) the company shall have expressly agreed to destruction of the pedigreed animal or
- (ii) an insured pedigreed 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



- (i) an insured pedigreed animal suffers an injury and a qualified veterinary surgeon appointed by the insured shall first have given a certificate that the suffering of the pedigreed 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

- (g) death directly or indirectly caused by or in consequence of:
 - (i) any surgical operation unless conducted by a qualified veterinary surgeon and is certified by him/her to have been necessitated solely by accident, disease or illness and to have been carried out in an attempt to preserve the pedigreed animal's life
 - (ii) the administration of any medication unless by a qualified veterinary surgeon (or experienced personnel directed by him/her) and certified by a veterinary surgeon to have been of a prophylactic nature or necessitated by accident, disease or illness. As used herein "medication" includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or water
- (h) redwater fever
- (i) heartwater fever
- (j) gall sickness
- (k) pulpy kidney
- (l) blue tongue
- (m) any tick borne disease manifesting itself within 30 (thirty) days of the inception of the policy
- (n) consequential loss however this may arise
- (o) liability to third parties
- (p) theft of pedigreed animals
- (q) loss or damage incurred in transit 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/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

- (r) loss of or damage to the insured property consequent upon hijacking or any attempt thereat
- (s) trampling or suffocation resulting in death or destruction of pedigreed animals whilst in transit in or on any means of conveyance.
- (t) any disease, ailment or condition in any animal described in the schedule, carcass or product thereof which may spread, contaminate or otherwise injure
- (u) actions performed for the insured by independent contractors or liabilities assumed by the insured by contract or agreement
- (v) damage to or loss of 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
- (w) 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
- (x) death caused by or as a result of famine or malnutrition.

Specific conditions, clauses and extensions

1. 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 the written consent of the company.

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

2. Notification of claim

Notwithstanding anything to the contrary contained in General condition 7:

- (a) the insured shall give immediate notice to the company of any illness of or accident to any pedigreed 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. The insured shall at all times use and exercise all due and reasonable care and safeguard against loss or danger of loss and shall comply with all reasonable regulations and directions given by the company or by a veterinary surgeon employed by the company



- (b) on the death of any pedigreed 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 such carcass before expiry of a minimum period of 24 (twenty four) hours after such notice has been received by the company. The insured at his/ her own expense shall within 14 (fourteen) days after being requested so to do furnish the company with such information accompanied by such veterinary certificates and satisfactory proof as to death, identity and value of the pedigreed animal as the company 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 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.

3. Condition of animals

Warranted that the pedigreed animal(s) described in the schedule are all in good condition and free from any injury or illness at the commencement of this insurance.

4. Fire extinguishing charges

If the property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the company will in addition to indemnifying the insured 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 N\$ 10,000 (ten thousand Namibia Dollar) any single event.

5. Debris removal

The insurance under this section includes costs necessarily incurred by the insured 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 N\$ 10,000 (ten thousand Namibia Dollar) or the limit stated in the schedule, whichever is the greater, in respect of any one Defined event.

6. First amount payable

The company shall not be liable for:

- (a) the first 10% (ten percent) or N\$250 (two hundred and fifty Namibia Dollar) whichever is the greater of each and every claim

or

- (b) the first amount payable stated in the schedule whichever is the greater of each and every claim.

7. 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.



8. Refusal of receipt

If any consignee shall refuse to accept property dispatched by the insured 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 the premises of the insured

Provided that:

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

9. Other means of conveyance

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 the property of the insured 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.

10. Breakdown of means of conveyance

In the event of breakdown during transit of the means of conveyance or if for any reason beyond the insured's 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.

11. Calf extension (Pedigreed cows only)

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 that the company's liability in respect of such calf or twin calves shall not exceed 20% (twenty percent) of the insured amount of the insured cow.

This extension shall not be applicable in respect of twin calves in the event of the death of only one of them. 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.

12. 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 pedigreed animal specified in the schedule 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 pedigreed 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 pedigreed 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 pedigreed animal
- (e) should the injury result in death of the animal or in the case where the insured pedigreed 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 pedigreed 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 pedigreed animal.

Definitions

Pedigreed animals

Pedigreed animals in terms of this section shall be deemed and will be limited to registered pedigreed cattle, sheep and goats (excluding game and bloodstock) the property of the insured.

Endorsements applicable if so stated in the schedule

1. Impotency of pedigreed bulls or pedigreed rams as a result of accident only

Should the pedigreed bull or pedigreed ram described in the schedule be proved by production of satisfactory evidence and certificates to be permanently impotent or infertile or to be permanently incapable of natural service as a result of an injury caused by visible violence as a result of an external accident and sustained during the period of insurance the company shall after a period of 3 (three) calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, 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:

The company 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
- (c) any claims in respect of pedigreed bulls younger than 6 (six) months or older than 8 (eight) years

Provided further that:

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



2. **Impotency of pedigreed bulls or pedigreed rams as a result of accident and/or illness**

Should the pedigreed bull or pedigreed ram described in the schedule be proved by production of satisfactory evidence and certificates to be permanently impotent or infertile or to be permanently incapable of natural service 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 the company shall after a period of 3 (three) calendar months has elapsed from the date of notification of the impotency, infertility or incapability of natural service, 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:

The company 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
- (c) any claims in respect of pedigreed bulls younger than 6 (six) months or older than 8 (eight) years

Provided further that:

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

3. **Redwater fever**

Specific exception (h) of this section is cancelled.

4. **Heartwater fever**

Specific exception (i) of this section is cancelled.

5. **Gall sickness**

Specific exception (j) of this section is cancelled.

6. **Pulpy kidney (enterotoxaemia)**

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

7. **Blue tongue**

Specific exception (l) of this section is cancelled provided that that the particular pedigreed animal has been inoculated against this illness within the 12 (twelve) months prior to the death thereof and provided that 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 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.

8. Plant poisoning

Specific exception (e) of this section is cancelled.

9. Hijacking

In consideration of the payment of an additional premium Specific exception (r) 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:

the insured 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:

- (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.