



## Single Transit – Pedigree Animals, Livestock, Game and Ostriches

### Defined events

The company shall indemnify the insured in respect of loss of or damage resulting from death of the insured property described in the schedule, the property of the insured whilst in transit or within 14 (fourteen) days thereafter as a result of an accident, or in the case of pedigreed animals only, due to illness sustained or contracted during the transit in or on any means of conveyance by road caused by any accident or misfortune not otherwise excluded

Provided that:

the liability of the company in respect of all loss or damage arising from any single occurrence or series of occurrences resulting from or attributable to any single source or original cause shall not exceed the limit of indemnity stated in the schedule against such pedigreed animals, livestock, game or ostriches.

### Restricted cover (If stated in the schedule to be included)

#### Fire, lightning, flood, collision and overturning limitation

The insurance under this section is limited to death during the period of insurance of any pedigreed animal, all other livestock, game and ostriches specified in the schedule as a result of fire, lightning, flood, collision or overturning of the conveyance including loading and unloading

Provided that:

the liability of the company in respect of all loss or damage arising from any single occurrence or series of occurrences resulting from or attributable to any single source or original cause shall not exceed the limit of indemnity stated in the schedule against such pedigreed animals, livestock, game or ostriches.

### Specific exceptions

The company shall not be liable in respect of loss or damage resulting directly or indirectly from or caused by:

- (a) destruction in compliance with the requirements of any statute or any order of a government department or local authority
- (b) accident or disease sustained or contracted elsewhere than in the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdoms of Eswatini, Zimbabwe, Malawi and Mozambique
- (c) accident or disease sustained or contracted during transit by air or by sea
- (d) the intentional slaughter or destruction of pedigreed animals, livestock, game and ostriches 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 defence where



- (i) the company shall have expressly agreed to destruction of the pedigreed animals, livestock, game, ostriches, or
- (ii) an insured pedigreed animal, livestock, game or ostriches suffers an injury or in the case of pedigreed animals only, 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 pedigreed animal, livestock, game or ostriches suffers an injury or in the case of pedigreed animals only, is affected with an excessively painful disease and a qualified veterinary surgeon appointed by the insured shall first have given a certificate that the suffering of such pedigreed animal, livestock, game or ostriches 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

- (e) 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, livestock, game or ostrich'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
- (f) consequential loss however this may arise
- (g) liability to third parties
- (h) theft
- (i) 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 licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners

- (j) loss of or damage to the insured property consequent upon hijacking or any attempt thereat
- (k) trampling or suffocation resulting in death or destruction of pedigreed animals, livestock, game or ostriches whilst in transit in or on any means of conveyance.

## **Specific conditions**

### **1. 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, livestock, game or ostriches 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, livestock, game or ostriches. 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, livestock, game or ostriches 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, livestock, game or ostriches as the company may require. The burden of proving that an insured pedigreed animal, livestock, game or ostriches 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

### **2. Condition of animals**

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

### **3. 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.

#### **4. Debris removal (Applicable to transit cover only)**

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.

#### **5. First amount payable**

The company shall not be liable for:

(a) the first 10% (ten percent) with a minimum of N\$250 (two hundred and fifty Namibia Dollar) of each and every claim

or

(b) the first amount payable stated in the schedule whichever is the greater.

#### **6. Period of transit**

Transit shall be deemed to commence with the loading on any means of road 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.

#### **7. Refusal of receipt**

If any consignee shall refuse to accept property despatched 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.

#### **8. 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.



## 9. 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.

## Endorsements applicable if so stated in the schedule

### 1. Hijacking

In consideration of the payment of an additional premium Specific exception (j) 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.

### 2. 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.