



Transit

Defined events

1. Property excluding livestock, pedigree animals, game and ostriches

The company will indemnify the insured in respect of loss of or damage to the whole or part of the insured property which includes containers and/or covers, in which the cargo is packed, the property of the insured in the course of transit in or on any means of conveyance caused by any of the insured perils.

2. Livestock, pedigreed animals, game and ostriches

The company shall indemnify the insured in respect of loss resulting from death of the insured property described in the schedule, the property of the insured whilst in transit in or on any means of conveyance by road caused by any accident or misfortune not otherwise excluded.

The liability of the company for all loss or damage in respect of any single occurrence or in respect of a series of occurrences resulting from or attributable to any single source or original cause shall not exceed the amount insured against such item stated in the schedule of this section.

Insured perils

1. Property excluding livestock, pedigreed animals, game and ostriches

The company shall indemnify the insured up to the limit of indemnity as stated in the schedule in the event of loss of or destruction of or damage to the insured property the property belonging to the insured directly caused by fire, lightning, flood, collision and overturning of the conveyance, loading and/or unloading of the cargo and theft following the abovementioned occurrences whilst conveyed in or on any means of conveyance.

2. Livestock, pedigreed animals, game and ostriches

The company shall indemnify the insured up to the limit of indemnity as stated in the schedule against the pedigreed animals, all livestock, game and ostriches specified resulting from death of such pedigreed animal, all livestock, game and ostriches, the property of the insured, directly caused by fire, lightning, flood, collision and overturning of the conveyance including loading and unloading of the cargo.

Specific conditions, clauses and extensions

1. First amount payable (Defined events 1 and 2)

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

the first amount payable stated in the schedule whichever is the greater.



2. 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.

3. 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 as soon as is reasonably possible.

4. 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 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.

5. 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.

6. Livestock, pedigreed animals, game and/or ostriches

At the time of commencement of the transit insurance in respect of any livestock, pedigreed animals, game and/or ostriches all such livestock, pedigreed animals, game and/or ostriches must be in good condition, perfectly healthy and free of any injuries.

7. Debris removal, reloading and trans-shipment costs

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 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.

8. 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 property insured 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 limit stated in the schedule.

9. 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 whilst in transit in or on any means of conveyance

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 10% (ten percent) of the limit of indemnity (single load limit) as stated in the schedule at the time of the occurrence or N\$15 000 (fifteen thousand Namibia Dollar) whichever is the lesser per any one occurrence
- (e) should the injury result in death of the animal(s) or in the case where the insured animal(s) 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(s).

Specific exceptions

This section does not cover:

- (a) depreciation or loss or damage arising from wear and tear, dents, scratches or occasioned by moth, vermin or insects, damp, mildew, rust or any process of heating, drying, cleaning, dyeing, alteration or repair to which the said property is subjected
- (b) loss or damage by theft or attempt thereof or dishonesty on the part of any principal, partner, director or person in the employ of the insured whether acting alone or in collusion with others
- (c) earthquake, volcanic eruptions or other convulsions of nature
- (d) breakage of articles of a brittle nature unless such breakage is caused by burglars, thieves or fire
- (e) loss by leakage of any liquid from the receptacle in which it is contained except when caused by perils insured against in this section



- (f) deeds, bonds, coins, money, securities, stamps, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts unless specifically stated in the schedule
- (g) damage to any working machine or part thereof as a result of electronic, electrical or mechanical breakdown
- (h) consequential loss of any nature whatsoever
- (i) inherent vice or defect regarding the insured property
- (j) loss of or damage to property outside the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdoms of Eswatini, Zimbabwe, Malawi and Mozambique
- (k) loss of or damage attributed to by inferior packing
- (l) 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/her 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

- (m) loss of or damage to the insured property consequent upon hijacking or any attempt thereat
- (n) trampling or suffocation resulting in death or destruction of livestock, pedigreed animals, game and/or ostriches whilst in transit in or on any means of conveyance
- (o) breakdown of refrigeration equipment
- (p) 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
- (q) theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely



closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from

- (r) 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 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 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.

Endorsements and extensions applicable if so stated in the schedule

1. All risks (Not applicable to livestock, pedigreed animals, game and ostriches)

In consideration of the payment of an additional premium the wording under the heading "Insured perils 1" is amended to read as follows:

The company shall indemnify the insured up to the limit of liability stated in the schedule in the event of loss of or destruction of or damage (but excluding any loss of or destruction of or damage consequent upon hijacking) to the insured property including the containers or covers in which the cargo is packed including damage resulting from loading or unloading of the cargo caused by any accident or misfortune not otherwise excluded

Provided that:

- (a) the insured shall be liable for the first 10% (ten percent) with a minimum of N\$500 (five hundred Namibia Dollar) of each and every claim or the amount stated in the schedule whichever is the greater of each and every claim
- (b) the company shall not be liable for loss or damage arising out of or caused by physical defect or natural deterioration of perishable goods
- (c) the company shall not be liable for loss or damage arising out of or caused by the breakdown of the vehicle and or refrigeration equipment.



2. Hijacking

In consideration of the payment of an additional premium specific exception (m) 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.

3. 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.