



Fire – Crop and Stacks

Defined events

The company shall indemnify the insured for loss or damage due to fire, lightning or explosion to the crops and stacks described in the schedule during the period of insurance and at the locations described in the schedule

Provided that:

1. the company shall not pay more than the reasonable market value of the property insured immediately prior to the loss or damage but limited to the sum insured or the actual SAFEX realised price whichever is the lesser excluding any transport cost, threshing cost, baling cost, harvesting cost and or difference in grading
2. the company's liability shall not exceed the sum insured stated in the schedule.

The insurance under this section includes the crop whilst standing on the land, being harvested, bundled, piled, baled, stacked, thrashed, foraged and contained loose or in bags including silo bags on the fields where it has been harvested and whilst in transit to a stack or to the railway station or depot where the insured normally delivers the product and in any place where it is stored temporarily (maximum 96 hours) prior to being sold.

Transit shall mean the following in terms of this section: Destruction of or damage to the insured 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 above-mentioned occurrences whilst conveyed in or on any means of conveyance.

This section also includes any such number of empty bags on the lands or at the stacks as may be required for the normal activities of one day.

Specific exceptions

This section does not cover:

any loss of or damage caused by or through or in consequence, directly or indirectly by its undergoing any heating or drying process (unless specifically included).

Clauses and extensions

This section is extended to include the following:

A. In respect of property contained in buildings and roofed structures with walls of at least one metre high

1. Special perils

Loss or damage to property described herein directly caused by the following:

- (a) storm, wind, water, hail or snow excluding destruction of or damage to property:



- (i) arising from any process necessarily involving the use or application of water
 - (ii) caused by tidal wave originating from earthquake or volcanic eruption
 - (iii) in the under ground workings of any mine
 - (iv) in the open
 - (v) in any structure not completely enclosed or completely roofed
- (b) aircraft, other aerial devices or articles dropped there from
- (c) impact by animals or vehicles excluding destruction of or damage to such animals, vehicles or property in or on such vehicles

This extension does not cover the following:

- (a) wear and tear or gradual deterioration
- (b) destruction or damage caused or aggravated by:
- (i) leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in any building containing the property insured hereby
 - (ii) subsidence or landslip
 - (iii) the insured's failure to take all reasonable precautions for the maintenance and safety of insured property or for the minimisation of any destruction or damage.

2. Earthquake

Destruction or damage by fire or otherwise of or to the insured property caused directly by earthquake excluding any loss or damage (except loss or damage by fire) arising directly or indirectly from any mining operations.

3. Spontaneous combustion

Damage only by fire to the entire or a portion of the property insured (in terms of which this extension applies) caused by its own spontaneous fermentation, natural heating, or spontaneous combustion of such property insured.

B. In respect of property in transit

Loss or damage to property in transit (including seed crops and fodder) from the farm to the nearest railway station, depot, agent or place of storage or temporarily stored or whilst on the harvester/combine

Provided that:

except for loss by fire the insured shall be responsible for the first N\$500 (five hundred Namibia Dollar) in respect of each and every claim.



C. Malicious damage

1. This section is extended to cover damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage, other than damage to:
 - (a) movable property which is
 - (i) stolen
 - (ii) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
 - (b) movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured
 - (c) immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - (i) the removal or partial removal or any attempt thereof of
 - (ii) the demolition or partial demolition or any attempt thereof ofthe said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this extension does not cover:

- (a) loss or damage related to or caused by fire or explosion
- (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)(i), (ii), (iii), (iv), (v), (vi) or (vii) 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.

If any building insured or building containing the insured property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension.



During the period of the initial unoccupancy of 30 (thirty) consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

D. 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.

Specific conditions

1. Railway and other subrogation

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

2. Tenants

The company's liability to the insured shall not be prejudiced by any act or omission on the part of any owner of the building or any tenant (other than the insured) without the insured's knowledge. The insured shall, however, advise the company as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to his knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the company.



3. Fire extinguishing charges

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the property insured and shall be payable in addition to any other payment for which the company in terms of this section may be liable provided that the insured is legally liable for such costs and the property insured was in danger from the fire

Provided that:

the company's liability shall not exceed N\$10 000 (ten thousand Namibia Dollar) or the amount stated in the schedule.

4. Underinsurance

Applicable to:

(a) Crop

If at the time of a claim the number of hectares declared hereunder and in terms of which the yield is estimated is less than the actual number, the estimated yield shall be increased accordingly and average shall be determined as follows:

The insured shall be considered his own insurer for the difference, based on calculations as set out above, and shall bear a rateable proportion of the loss accordingly.

(b) Stacks

If on the commencement of any destruction of or damage to property insured by any insured peril the value of the property is collectively greater than the sum insured thereon, the insured shall be considered his/her own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item insured, if more than one, shall be separately subject to this condition.

5. First amount payable applicable to seed crops

The insured shall be liable for the first 5% (five percent) of each and every claim (excluding whilst in transit) subject to a minimum of N\$2 000 (two thousand Namibia Dollar) and a maximum of N\$5 000 (five thousand Namibia Dollar).

6. Silo bags

The insured must strictly comply with the specifications as per the manufacturers. If the insured failed to comply with the specifications, there will be no cover in case of a loss. The manufacturer's specifications must be available to the company on request.

Special conditions stack, crude fodder and silo bags

1. Specific condition applicable to stack

In respect of the insurance by this section it is a condition precedent to liability of the company that any stacks consisting of "oulands" grass (*eragrostis*) and/or field grass insured hereunder shall consist of grass harvested during the current season.

Otherwise subject to the terms, conditions and exceptions of this section and policy.



2. Specific condition applicable to crude fodder

In respect of the insurance by this section it is a condition precedent to liability of the company that:

- (a) an area of at least 10 (ten) metres wide shall be kept free from all combustible materials and vegetation around every stack/pile or group of stacks/piles constituting one fire risk
- (b) an area of at least 5 (five) metres wide shall be kept free from all combustible materials and vegetation around every building containing crude fodder.

One or more stacks/piles or groups of stacks/piles collectively not exceeding N\$500 000 (five hundred thousand Namibia Dollar) in value and situated at least 100 (one hundred) metres from each other shall be deemed to constitute one fire risk.

3. Specific condition applicable to silo bags

In respect of the insurance by this section it is a condition precedent to liability of the company that:

- (a) an area of at least 10 (ten) metres wide shall be kept free from combustible materials and vegetation around a group of silo bags constituting one fire risk
- (b) an area of at least 2 (two) metres wide shall be kept free from combustible materials and vegetation around each silo bag forming part of a group of silo bags.

Memoranda

Memorandum 1: Applicable to crude fodder

In the event of loss or damage to property insured caused by fire, lightning or explosion as described in this section the company's liability shall be limited to:

- (a) 85% (eighty five percent) of the loss or damage in respect of property insured inside buildings
- (b) 75% (seventy five percent) of the loss or damage in respect of all other property insured.

Provided that the liability of the company shall be limited to a maximum of N\$500 000 (five hundred thousand Namibia Dollar) any one occurrence unless otherwise stated in the schedule.

Memorandum 2: Additional first amount payable (Where applicable)

Over and above any other first amount payable already determined the insured shall be responsible for an additional first amount payable of 15% (fifteen percent) of the value in respect of stack, crude fodder and silo bags if specific conditions are not strictly adhered to.