

GOODS IN TRANSIT

I. DEFINED EVENTS (excluding livestock and game)

Loss of or damage to the whole or part of the property described in the schedule, owned by the insured or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded

provided that:

- (i) the insured shall be responsible for the first amount payable stated in the schedule in respect this defined event except a claim resulting from fire, lightning or explosion
- (ii) the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

MEMORANDUM

1. Transit shall be deemed to commence from the time of loading the property (excluding tools of trade) described in the schedule (including carrying to any conveyance and loading thereon), continue with transportation to the destination (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any destination. Any application or use of the property described in the schedule will not form part of this memorandum.
2. If any consignee shall refuse to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that the insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the insured or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the insured's control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

DEBRIS REMOVAL EXTENSION (if stated in the schedule to be included)

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 R5 000 or the limit stated in the schedule, whichever is the greater, in respect of any one defined event.

RESTRICTED COVER

Fire, explosion, collision, derailment and overturning limitation (if stated in the schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

SPECIFIC EXCEPTIONS

The insurer shall not be liable for

1. loss or damage resulting from or caused by
 - (a) 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;
 - (b) inherent vice or defect, vermin, insects, damp, mildew or rust;
 - (c) the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;
 - (d) detention, confiscation or requisition by customs or other officials or authorities;
 - (e) or arising whilst in transit by sea or inland transit incidental thereto;
 - (f) breakdown of refrigeration equipment;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to
 - (a) cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 - (b) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique;
 - (c) property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

SPECIFIC EXTENSIONS

1. Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the insurer 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 extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased Fire Extinguishing Charges extension limit.

2. Riot and strike extension (if stated in the shedule to be included)

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 insurer 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.

II. DEFINED EVENTS: LIVESTOCK AND GAME

1. Restricted cover – Fire, explosion, collision, derailment and overturning (if stated in the schedule to be applicable)

The insurance under this section is limited to death of the insured animal resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule, while being transported within the territorial limits

Provided that:

- (a) the death occurs within 7 days of such accident;
- (b) the accident occurred during the course of the transport;
- (c) the insured shall be responsible for the first amount payable stated in the schedule in respect of this defined event;

- (d) the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

2. Restricted cover – Fire, explosion, collision, derailment and overturning and subsequent theft (if stated in the schedule to be applicable)

The insurance under this section is limited to death of the insured animal resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule and theft following thereon, while being transported within the territorial limits

Provided that:

- (a) the death occurs within 7 days of such accident;
- (b) the accident occurred during the course of the transport;
- (c) the insured shall be responsible for the first amount payable stated in the schedule in respect of this defined event;
- (d) the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.

3. Restricted cover – Fire, explosion, collision, derailment, overturning theft and hijacking (if stated in the schedule to be applicable)

The insurance under this section is limited to death of the insured animal resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule, theft following thereon or hijacking of the means of conveyance, while being transported within the territorial limits

Provided that:

- (a) the death occurs within 7 days of such accident;
- (b) the accident occurred during the course of the transport;
- (c) the insured shall be responsible for the first amount payable stated in the schedule in respect of this defined event;
- (d) the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule

4. All Risks (if stated in the schedule to be applicable)

The insurance under this section is limited to loss or death of the insured animal by any accident not specifically excluded, while being transported within the territorial limits, by the means of conveyance described on the schedule.

Provided that:

- (a) death occurs within 7 days of such accident;
- (b) the accident occurred during the course of the transport;
- (c) the insured shall be responsible for the first amount payable stated in the schedule in respect of this defined event;
- (d) the liability of the insurer for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule

SPECIFIC EXCLUSIONS

The insurer will not pay for:

1. claims for death or loss of the insured animal as a result of:
 - (i) fire, lightning or explosion unless during the actual course of transit;
 - (ii) inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
 - (iii) jumping;
 - (iv) straying.
2. death of the insured animal if under the age of 3 months;
3. destruction in compliance with the requirements of any statute or any order of a government department or any local authority;
4. unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
5. any accident sustained during transit by air or by sea;
6. intentional slaughter whether by or under the order of any government or public or local authority or any person having jurisdiction in the matter except:
 - (i) if the insurer has expressly and in writing agreed to the destruction of the animal;
 - (ii) in the case of injuries that necessitates immediate slaughter for humane reasons and where a qualified veterinary surgeon appointed by the insured certifies in writing that the suffering is incurable and of such an extent that slaughter is unavoidable provided that if the insurer choose to have a post mortem examination carried out by a qualified veterinary surgeon appointed by the insurer at the insurer's expense the insurer may do so;
7. death caused directly or indirectly by:
 - (i) any surgical operations unless conducted by a qualified veterinary surgeon and certified by him to have been necessary due solely to an accident, disease or illness and that such surgical operation is carried out in an attempt to preserve the animal's life;
 - (ii) the administration of any medication unless by a qualified veterinary surgeon or an experienced person directed by him. The qualified veterinary surgeon must have certified that such medication was administered as a prophylactic or had been necessary due to an accident, disease or illness. For the purpose of this general exception the term medication shall include any drug, hormone, vitamin, protein or any other substance other than unadulterated food or drink;
 - (iii) death due to starvation or malnutrition;
 - (iv) trampling or suffocation due to overloading of any vehicle which is being used to transport the insured animal;
8. liability to any third party;
9. consequential loss however arising, delay, loss of market, depreciation or changes brought about by natural causes.

TERRITORIAL LIMITS

Republic of South Africa, Namibia, Botswana, Zimbabwe, Swaziland, Malawi, Lesotho and Mozambique.

WARRANTY

It is warranted that at the commencement of this insurance each animal insured is in sound health and is free from any ailment, illness, disease, lameness, injury or disability.

SPECIFIC CONDITIONS

1. The insured shall at all times exercise all reasonable care and safeguard the insured animals against loss or danger of loss, accident or illness and shall comply with all reasonable regulations and directions given by the insurer or by a qualified veterinary surgeon employed by the insurer.
2. The insured will immediately notify the insurer of any accident to or loss of any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment.
3. The insured undertakes to comply with all laws rules and regulations relating to the transportation of animals.
4. In the event of an occurrence which gives rise to a claim or which may give rise to a claim the insured shall give the insurer immediate notice of such event:
 - A. the insured shall at his own expense, within 14 days after such event, supply the insurer with a completed claim form together with all other information as we may require including any qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal.
 - B. if the insurer alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the insured.
 - C. if the insurer admits the claim, the insured may dispose of the carcass to best advantage and the amount realised on disposal of the carcass shall be offset against the amount of the claim.