

LIVESTOCK AND GAME

SUB-SECTION A – COMPREHENSIVE INSURANCE LIVESTOCK (excluding game)

DEFINED EVENTS

Death of the insured animal (excluding game), as defined in the schedule, by accident, illness or disease occurring during the period of insurance.

SPECIFIC EXCLUSIONS

The insurer will not be liable:

1. for claims as a result of theft or any attempt thereat or from straying;
2. more than 65% in respect of claims arising from accidental bloating, plant poisoning or poisoning arising from feeding and/or watering and/or dipping;
3. for claims in connection with or arising from transit by road or rail; as a result of:
 - a. fire, lightning or explosion unless during the actual course of transit;
 - b. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
 - c. jumping;
 - d. death of the insured animal if under the age of 3 months;
 - e. straying.

TERRITORIAL LIMITS

Republic of South Africa and Namibia, except regarding Transit for which the territorial limits will be extended to include the Republic of South Africa, Namibia, Botswana, Zimbabwe, Swaziland, Lesotho and Mozambique.

OPTIONAL EXTENSIONS TO SUB-SECTION A

1. Infertility (if stated in the schedule to be included)

If the insured bull is proved by production to be infertile, or has a morphology percentage of less than 70%, as a result of accidental external and violent means or as a result of illness sustained or contracted during the period of insurance, the insurer shall, after the lapse of 3 months from the notification of infertility, pay the insured the difference between the amount realised on the disposal or sale of the bull and the amount for which the bull is insured.

Provided that the insurer shall not be liable for any claims for consequential loss however this may arise nor for claims for prolapse of the penis.

2. Red water fever (if stated in the schedule to be included)

Specific exception 6(vi) is deleted.

3. Heart-water fever (if stated in the schedule to be included)

Specific exception 6(vii) is deleted.

4. Gall-sickness (if stated in the schedule to be included)

Specific exception 6(viii) is deleted.

5. Pulpy kidney (if stated in the schedule to be included)

Specific exception 6(ix) is deleted provided that the insured animal has been inoculated against enterotoxaemia not more than six months prior to the death of the insured animal with serum that was correctly stored and was used in accordance with the directions of use.

Evidence of such inoculation shall be supplied to the insurer before the insurers admit any claim and shall be in the form of either a certificate from a qualified veterinary surgeon or, where the insured administered the inoculation, a certificate signed by the insured and witnessed by a neighbouring farmer who shall also have witnessed the administration of the inoculation.

6. Blue tongue (if stated in the schedule to be included)

Specific exception 6(x) is deleted provided that the insured animal has been inoculated against blue tongue not more than twelve months prior to the death of the insured animal and that the serum used was correctly stored and used in accordance with the directions of use.

Evidence of such inoculation shall be supplied to the insurer before the insurer admits any claim and shall be in the form of either a certificate from a qualified veterinary surgeon or, where the insured administered the inoculation, a certificate signed by the insured and witnessed by a neighbouring farmer who shall also have witnessed the administration of the inoculation.

7. Theft (if stated in the schedule to be included)

Notwithstanding Specific exception 1 under Sub-section A this policy is extended to include theft or attempted theft of the insured cattle provided that in the event of a claim the insured will immediately inform the police and take whatever steps are necessary to assist in the recovery of such cattle and that the police reference number is supplied with the claim form.

The insurer will not pay for any claims for the theft of cattle if such theft is not reported to the insurer within 14 days of such theft. The insured shall be responsible for 25% of the cost of all claims for theft.

8. Plant poisoning (if stated in the schedule to be included)

The amount of 65% stated in Specific exclusion 2 is increased to 100%.

SUB-SECTION B – LIMITED INSURANCE (Livestock excluding game)

DEFINED EVENTS

Death of the insured animal caused by fire, lightning or explosion.

SPECIFIC EXCLUSION

The insurer will not be liable for claims in connection with or arising from transit by road or rail.

TERRITORIAL LIMITS

Republic of South Africa and Namibia.

OPTIONAL EXTENSIONS TO SUB-SECTION B (game excluded)

1. Extended perils (if stated in the schedule to be included)

Death of the insured animal caused by: storm, wind, water, hail or snow including freezing to death directly caused by aforementioned perils.

2. Additional perils (if stated in the schedule to be included)

Death of the insured animal caused by:

- i. external violent and visible accident;
- ii. foreign objects accidentally consumed by the animal;
- iii. accidental poisoning and bloating, provided that the insurer will not be liable for more than 65% of any claim;
- iv. attacks by dogs and wild animals.

SUB-SECTION C – TRANSIT INSURANCE

DEFINED EVENTS

Death or loss of the insured animal by any accident while being transported within the territorial limits provided that:

- a. the death occurs within 14 days of such transport;
- b. the accident was sustained or contracted during the course of the transport;
- c. the insured shall be responsible for the first amount payable stated in the schedule in respect of each and every 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.

DEFINITION OF COVER

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

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.

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

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 and theft following thereon.

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

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, theft following thereon and hijacking of the means of conveyance.

4. **All risks (if stated in the schedule to be included)**

This cover is defined under “defined events” in the policy contract.

SPECIFIC EXCLUSIONS

The insurer will not pay for claims for death on the insured animal as a result of:

1. fire, lightning or explosion unless during the actual course of transit;
2. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;

3. jumping;
4. death of the insured animal if under the age of 3 months;
5. straying.

TERRITORIAL LIMITS

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

SUB-SECTION D – LIMITED COVER (GAME)

DEFINED EVENTS

Death of the insured animal caused by fire, lightning or explosion.

SPECIFIC EXCLUSION

The insurer will not be liable for claims:

1. as a result of panic, whether such panic is a direct result of fire, lightning or explosion or not
2. in connection with or arising from transit by road or rail.

SPECIFIC EXCEPTIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

The insurer will not pay for:

1. destruction in compliance with the requirements of any statute or any order of a government department or any local authority;
2. unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
3. any occurrence giving rise to a claim happening outside the territorial limits or if the insured animals are in a district other than that stated in the schedule unless such relocation is notified in writing to the insurer and is acknowledged by the insurer;
4. any accident or disease sustained during transit by air or by sea;
5. 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 have 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;

6. 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;
 - v. malicious or wilful injury caused by the insured or any person acting on behalf of the insured;
 - vi. red water fever;
 - vii. heart water fever;
 - viii. gall sickness;
 - ix. pulpy kidney;
 - x. blue tongue;
7. liability to any third party;
8. consequential loss however arising, delay, loss of market, depreciation or changes brought about by natural causes.

WARRANTY – APPLICABLE TO SUB-SECTIONS A, B AND C

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 EXTENSIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

1. Calf extension (applicable only to cattle and if stated in the schedule to be included)

This section is extended to cover both the cow and the calf or twin calves that are more than 24 hours but less than 6 months old at the inception date of cover provided that the insurer's liability for the calf or calves shall not exceed 20% of the sum insured.

In the event of twins, if only one calf dies no claim shall be payable in terms of this extension.

Provided further that in the event of a claim being met in terms of this section, the sum insured on the cow will be reduced by the amount paid or payable in terms of this extension.

2. Additional sum insured – newly purchased animals (if stated in the schedule to be included)

In the event of the insured purchasing an animal on or after the commencement date of this section, the insurer will, in the event of a claim, pay the purchase price of such animal plus an amount equal to 10% of such purchase price for the costs incurred by the insured in relocating the animal, provided that the insurer shall not pay more in total than the sum insured on such animal.

3. Carcass removal (applicable to sub-sections A, B and D)

The insurance under this section includes the actual costs necessarily incurred by the insured in respect of the clearing up and removal of carcasses following damage or death, but not exceeding R5 000 in respect of any insured animal.

4. Capture costs following outbreak/escape (applicable to sub-sections A, B and D) (if stated in the schedule to be included)

The reasonable cost and expenses incurred and necessary for the capture of the insured animal after outbreak/escape of the insured animal is covered subject to the following conditions:

- a. Insured animals must be identifiable by means of microchips, ear tags, pictures or markings (for instance branding or tattoo's etc.);
- b. Indemnity is still subject to the first amount payable;
- c. The limit of indemnity by the Company is limited to the maximum of 10% of the insured value of the escaped animals or R50 000, whichever is the lesser;
- d. The insured to substantiate the actual costs;
- e. No amount will be payable by the Company if the animals are not found and captured.

SPECIFIC CONDITIONS – APPLICABLE TO SUB-SECTIONS A, B, C AND D

1. All benefit under this section in respect of any animal hereby insured shall cease immediately once such animal is no longer owned by the insured.
2. 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.
3. The insured will immediately notify the insurer of any accident or illness to any animal insured by this section and shall at the insured's expense immediately provide for adequate attendance and treatment by a qualified veterinary surgeon.
If the insurer so require the insured will supply the insurer with a report by the attending qualified veterinary surgeon on the condition of the animal.
4. The animal insured shall not be permanently removed from the farms stated in the schedule without the insurer's written consent.
5. The insured undertakes to comply with all laws rules and regulations relating to the district where the animal is kept and, in the event of a claim, to provide the insurer with evidence of such compliance.

6. In the event of an occurrence which gives rise to a claim or which might give rise to a claim the insured shall give the insurer immediate notice of such event:
 - a. In the event of death of any animal insured by this section the insured shall give the insurer the opportunity to examine the carcass and shall not cut or dispose of the carcass before the expiry of 24 hours after such notice has been given to the insurer.
 - b. The insured shall at his own expense, within 14 days of 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 and satisfactory proof of the death, identity and value of the animal.
 - c. 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.
 - d. 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.
 - e. No claim shall be payable after the expiry of 3 months or such other time as may be allowed by the insurer in writing from the happening of an insured event unless the claim is the subject of pending legal action.