

# GOODS IN TRANSIT SECTION

## DEFINED EVENTS

1. Loss of or damage to the whole or part of the Property (as defined), any commodity described in the schedule, owned by the Insured or for which they are responsible, in the course of transit by the means of conveyance as stated in the schedule or other means incidental thereto and caused by:
  - 1.1 **All risks** (if stated as the type of cover in the schedule)  
Any accident or misfortune **not otherwise excluded**.
  - 1.2 **Fire, explosion, collision, overturning of the means of conveyance** (if stated as the type of cover in the schedule)
  - 1.3 **Theft following fire, explosion, collision, overturning of the means of conveyance** (if stated as the type of cover in the schedule)
  - 1.4 **Hijacking of the means of conveyance** (if stated as the type of cover in the schedule)
  - 1.5 **Theft of the means of conveyance** (if stated as the type of cover in the schedule)
  - 1.6 **Theft (the means of conveyance is not stolen or hijacked at the same time)** (if stated as the type of cover in the schedule)
2. **Pesticides, herbicides and/or fertilizers used during transit (while spraying)** (if stated as included in the schedule)

Loss of or damage to pesticides, herbicides and fertilizers by any accident or misfortune **not otherwise excluded** whilst transported in or on a means of conveyance on the Insured's premises including during the application process to crops and land from or by the means of conveyance.

## DEFINITIONS

**Hi-jacking** shall mean seizure of the means of conveyance containing the insured property resulting in the seizure of the insured property contained in or on such conveyance where such seizure is accomplished by means of violence on or against the person or persons who, at the time of such seizure, are in actual lawful control of the conveyance and the insured property.

**Annual carry** as reflected in the schedule is the estimated value of goods that will be transported during the period of insurance. If the premium is paid monthly by debit order, the words "period of insurance" is amended to read "for any one period of 12 consecutive months from the inception or anniversary date".

**Overturning** is deemed to include derailment of the means of conveyance whether or not there is actual overturning.

## MEMORANDA

1. In respect of defined event 1, transit shall be deemed to commence from the time of loading the property described in the schedule on the means of conveyance (including carrying to any conveyance), continue with transportation to the destination (including temporary storage **not exceeding 120 hours** in the course of the journey or if the commodity is wine, temporary storage not exceeding 168 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the intended destination premises.
2. If any intended recipient shall refuse to accept the transported property, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered back at the premises of the sender 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.
5. 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.
6. Any first amounts payable stated in the schedule shall not apply if the claim results from fire, lightning or explosion.
7. **The liability of the Company for all losses or damage arising from any one defined event shall not exceed the "Limit per load" per item as reflected in the schedule**, plus the insured amounts payable for any extensions.
8. **Liability of the Company in respect of livestock and game (if insured) is restricted to death of the insured animal as a result of and occurring within 7 days of a defined event.**
9. Where the Company determines the premium based on the annual carry of the Insured, it is a requirement that at the beginning of each period of insurance that the Insured provide an estimate of the expected annual carry for the new period of insurance. Where the premium is so determined, the Insured shall provide a declaration of the actual annual carry at the end of the period of insurance and the Company shall re-calculate the actual premium due for such past period of insurance and either refund the Insured or charge an additional premium as the case may be. For the purpose of this requirement, if the policy is paid by monthly debit order, period of insurance shall mean the twelve consecutive months from the inception or anniversary date.

## **SPECIFIC EXCLUSIONS**

**The Company shall not be liable for:**

1. **loss or damage resulting from or caused by:**
  - 1.1 **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 therefrom;**
  - 1.2 **inherent vice or defect, vermin, insects, damp, mildew or rust;**
  - 1.3 **the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;**
  - 1.4 **detention, confiscation or requisition by customs or other officials or authorities;**
  - 1.5 **or arising whilst in transit by sea or inland transit incidental thereto;**
  - 1.6 **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**
  - 4.1 **cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;**

- 4.2 property outside the territorial limits stated in the schedule;
  - 4.3 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.

In respect of livestock and game (if insured) the Company shall in addition to the above not be liable for:

6. claims for death or loss of the insured animal as a result of:
  - 6.1 fire, lightning or explosion unless during the actual course of transit;
  - 6.2 inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
  - 6.3 jumping;
  - 6.4 straying.
7. death of the insured animal if under the age of 3 months;
8. destruction in compliance with the requirements of any statute or any order of a government department or any local authority;
9. unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
10. any accident sustained during transit by air or by sea;
11. 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:
  - 11.1 if the Company has expressly and in writing agreed to the destruction of the animal;
  - 11.2 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 Company choose to have a post mortem examination carried out by a qualified veterinary surgeon appointed by the Company at the Company's expense the Company may do so;
12. death caused directly or indirectly by:
  - 12.1 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;
  - 12.2 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 exclusion the term medication shall include any drug, hormone, vitamin, protein or any other substance other than unadulterated food or drink;
  - 12.3 death due to starvation or malnutrition;
  - 12.4 trampling or suffocation due to overloading of any vehicle which is being used to transport the insured animal;
13. liability to any third party.

## **SPECIFIC CONDITIONS AND WARRANTIES IN RESPECT OF LIVESTOCK AND GAME (IF INSURED)**

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 Company or by a qualified veterinary surgeon employed by the Company;

2. The Insured will immediately notify the Company 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 of any animal;
3. The Insured shall comply with all laws rules and regulations relating to the transportation of animals;
4. General Condition 6.1.1 is restated to read "give the Company immediate notice of such event and provide particulars of any other insurance covering such events as are hereby insured";
5. the Insured shall at his own expense, within 14 days after such event, supply the Company with a completed claim form together with all other information as the Company may require including any qualified veterinary surgeon's certificates, photos and satisfactory proof of the death, identity and value of the animal;
6. if the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the Insured;
7. if the Company 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;
8. 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.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any insured amounts or first amounts payable stated in the schedule under each extension.**

### **Debris removal** (if stated as included in the schedule)

The insurance under this section includes costs necessarily incurred by the Insured **up to the insured amount stated in the schedule** against this extension in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon.

### **Disposal of salvage**

Without diminishing the rights of the Company to rely on the provisions of the general conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Company that to do so will prejudice their interests in which event the Company agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The Insured shall not be entitled under the provisions of this clause to abandon any property to the Company whether taken possession of by the Company or not.

### **Fire extinguishing charges** (if stated as included in the schedule)

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 extension shall not exceed the insured amount stated in the schedule** against this extension.

### **Riot and strike (other than RSA and Namibia)** (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

**provided that this extension does not cover:**

1. **loss or damage occurring in the Republic of South Africa and Namibia;**
2. **consequential or indirect loss or damage of any kind or description whatsoever;**
3. **loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;**
4. **loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**
5. **loss or damage related to or caused by any occurrence referred to in General exclusion 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;**
6. **loss or damage in any country listed below the heading "Country – Riot and Strike excluded" in the schedule under this extension. If the Company has not excluded any country from the cover provided by this extension the above mentioned heading will not reflect in the schedule.**

If the Company alleges that, by reason of provisos 1 to 6 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

<b>Version 1</b>	<b>Product:</b> Wine Industry	<b>Country:</b> South Africa
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