

# LIVESTOCK SECTION

## DEFINED EVENTS

Death of the Insured Animal(s) occurring during the period of insurance whilst situated on the Insured Premises by:

1. **All risks of mortality** (if stated as the type of cover in the schedule)

any accident, illness or disease but excluding death of the Insured Animal(s) caused by or arising directly or indirectly from:

- 1.1 theft;
- 1.2 straying;
- 1.3 the insured animal(s) being transported by any means of conveyance;
- 1.4 Blue tongue;
- 1.5 Gall-sickness;
- 1.6 Heart-water fever;
- 1.7 Pulpy kidney;
- 1.8 Red water fever.

or

2. **Limited cover** (if stated as the type of cover in the schedule)

a direct result of fire, lightning or explosion

## DEFINITIONS

**Droving** shall for the purposes of this section mean the moving of Insured Animal(s) from one Insured Premises to another Insured Premises on foot.

**Insured animal(s)** shall be restricted to those animal(s) reflected in the schedule that correspond with the "type of animal", "breed" and "gender" stated in the schedule and where so specified in the schedule, are identifiable by means of branding, the ear tag identification code, a photo showing distinct markings or a microchip identification code.

**Insured premises** shall mean within the perimeter of the premises stated in the schedule for the particular item.

## BASIS OF SETTLEMENT

In the event of a claim following the death of the Insured Animal(s), subject to the insured amount not being exceeded and any first amount payable, the basis of settlement will be as reflected in the schedule next to each item and will be either:

1. **Invoice price:** The price the Insured paid for the Insured Animal(s) as evidenced in the original purchase invoice. In the event of a failure to produce the purchase invoice cover will revert to the reasonable market value (as set out below) of the Insured Animal(s).

or

2. **Auction price:** The price the Insured paid for the Insured Animal(s) as evidenced in the auction purchase documentation. In the event of a failure to produce the auction purchase documentation cover will revert to the reasonable market value (as set out below) of the Insured Animal(s).

or

3. **Reasonable market value:** The price payable in the market for the Insured Animal(s) of the same age, gender, pedigree, colour and condition as the Insured Animal(s) immediately prior to the death of the said

animal(s).

or

4. **Agreed value:** The value as agreed between the Insured and the Company. Such agreed value shall remain valid until the next renewal date (or annual anniversary date if the policy is paid by monthly debit order) and the basis of settlement will revert to the reasonable market value for the new period of insurance if there is no written agreement between the Insured and the Company to extend the current agreed value or to a revised agreed value.

## SPECIFIC EXCLUSIONS

In addition to the exclusions under the Defined Events, the Company will not be liable:

1. under Defined Event 1 for more than 65% of any loss in respect of claims arising from accidental bloating, plant poisoning or poisoning arising from feeding and/or watering and/or dipping;
2. for intentional slaughter or destruction of the Insured Animal(s) in compliance with the requirements of any statute or any order of a government department, local authority or person having authority in the matter except:
  - 2.1 if the Company have expressly and in writing agreed to the destruction of the animal;
  - 2.2 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;
3. for death, loss or destruction of the Insured Animal(s) due to unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
4. if the Insured Animal(s) are outside the perimeter of the Insured Premises (other than as provided for under any extension under this section) unless such relocation is notified in writing to the Company and is acknowledged by the Company in writing;
5. for death caused directly or indirectly by or in consequence of:
  - 5.1 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 Insured Animal's life;
  - 5.2 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 insured by this section. 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;
  - 5.3 death due to starvation or malnutrition;
  - 5.4 malicious or wilful injury caused by the Insured or any person acting on behalf of the Insured;
  - 5.5 consequential loss however arising, delay, loss of market, depreciation or changes brought about by natural causes;
6. if the Insured animal(s) are outside the borders of the Republic of South Africa.

## SPECIFIC CONDITIONS

1. If the property insured is, at the commencement of any damage to such property by any defined event or extension insured against herein, collectively of greater value than the insured amount thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

This condition shall only be applicable if the "Basis" as stated in the schedule reads "Unspecified with a maximum value per animal".
2. The Insured warrants that at the commencement of this insurance each Insured Animal is in sound health and is free from any ailment, illness, disease, lameness, injury or disability.
3. All benefit under this section in respect of Insured Animal(s) shall cease immediately once such animal is no

longer owned by the Insured.

4. The Insured shall at all times exercise all reasonable care and safeguard the Insured Animal(s) 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.
5. The Insured will immediately notify the Company of any accident or illness to any Insured Animal(s) and shall at the Insured's expense immediately provide for adequate attendance and treatment by a qualified veterinary surgeon.

If the Company so require the Insured will supply the Company with a report by the attending qualified veterinary surgeon on the condition of the Insured Animal(s).

6. The Insured Animal(s) shall not be permanently removed from the Insured premises stated in the schedule without the Company's written consent.
7. The Insured undertakes to comply with all laws, rules and regulations relating to the district where the Insured Animal(s) is kept and, in the event of a claim, to provide the Company with evidence of such compliance.
8. If the basis reflected in the schedule reads "Unspecified with a maximum value per animal" then it is a condition that unless otherwise agreed in writing by the Company, the Insured must declare and insure all animals fitting the descriptions of "type of animal", "breed" and "gender" as stated in the schedule for the particular item. The Company will agree to exclude certain animals for reasons such as existing ill health or injury.
9. 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 Company immediate notice of such event:
  - 9.1 In the event of death of any Insured Animal(s), the Insured shall give the Company 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 Company.
  - 9.2 The Insured shall, within 14 days of such event, supply the Company with a completed claim form together with all other information as may be required including, at his own expense, a qualified veterinary surgeon's certificate indicating the cause of death and satisfactory proof of the death, identity and value of the animal.
  - 9.3 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.
  - 9.4 If the Company admits the claim and after the period in 9.1, 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.

## 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.

### **Accidental event cover in addition to Limited cover** (if stated as included in the schedule)

The cover as provided for under defined event 2 (Limited cover) is extended to include death of the Insured Animal(s) caused by:

1. any accident caused by an external violent and visible event but excluding an event otherwise excluded by a specific exclusion under this section or any general exclusion in the General Section;
2. foreign objects accidentally consumed by the Insured Animal(s);
3. accidental poisoning and bloating, provided that the Company will not be liable for more than 65% of any claim;
4. attacks by dogs and wild animals.

### **Blue tongue** (if stated as included in the schedule)

Exclusion 1.4 under Defined Event 1 is deleted and this section is extended to cover death of the Insured Animal(s) as a result of Blue Tongue provided that the Insured Animal(s) has been inoculated against blue tongue not more than twelve months prior to the death of the Insured Animal(s) 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 Company before the Company will 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.

### **Calf extension** (if stated as included in the schedule)

This section is extended to automatically cover the calf or twin calves (born by an Insured Animal) that are more than 24 hours but less than 6 months old during the period of insurance or at inception of cover with the Company. The Company's liability under this extension for the calf or calves shall not exceed the percentage (as stated in the schedule) of the insured amount of the insured cow.

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

### **Capture costs** (if stated as included in the schedule)

This section is extended to provide cover for the reasonable costs and expenses incurred by the Insured that are necessary for the capture of the Insured Animal(s) after outbreak/escape of the Insured Animal(s) provided that:

1. the Insured Animal(s) must be identifiable by means of:
  - 1.1 Microchips or
  - 1.2 ear tags or
  - 1.3 pictures or markings such as but not limited to branding or tattoos;
2. cover under this extension is subject to the same first amount payable applicable to the insured item under which the Insured Animal(s) is covered;
3. the maximum liability of the Company under this extension is limited to the lesser of:
  - 3.1 actual costs incurred but limited to the percentage (as stated in the schedule) of the insured amount of the escaped Insured Animal(s), or;
  - 3.2 the monetary amount stated in the schedule under this extension against "Insured amount (maximum)";
4. the Insured can substantiate all of the costs incurred;
5. no amount will be payable by the Company under this extension if the Insured Animal(s) are not found and captured.

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

Subject to the insured amount stated in the schedule, this section is extended to provide cover for the actual costs necessarily incurred by the Insured in respect of the clearing up and removal of a carcass or carcasses following the death of any animal(s) insured under this section.

### **Droving extension**

Notwithstanding that cover is restricted to the confines of the Insured Premises, cover is extended to include the Insured Animal(s) during droving from one Insured Premises to another Insured Premises (if more than one are stated in the schedule for the particular item) provided such droving does not result in the Insured Animal(s) leaving the borders of the Republic of South Africa.

### **Gall-sickness** (if stated as included in the schedule)

Exclusion 1.5 under Defined Event 1 is deleted and this section is extended to cover death of the Insured Animal(s) as a result of Gall-sickness.

### **Heart-water fever** (if stated as included in the schedule)

Exclusion 1.6 under Defined Event 1 is deleted and this section is extended to cover death of the Insured Animal(s) as a result of Heart-water fever.

### **Infertility** (if stated as included in the schedule)

If the Insured Animal(s) is a bull and such 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 Company 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 Company shall not be liable for any claims for consequential loss however this may arise nor for claims for prolapse of the penis.

### **Plant poisoning** (if stated as included in the schedule)

The amount of 65% stated in:

1. Specific exclusion 1;
2. Accidental event cover in addition to Limited cover (if insured and stated as included in the schedule)

is increased to 100%.

### **Pulpy kidney** (if stated as included in the schedule)

Exclusion 1.7 under Defined Event 1 is deleted and this section is extended to cover death of the Insured Animal(s) as a result of Pulpy kidney provided that the Insured Animal(s) has been inoculated against enterotoxaemia not more than six months prior to the death of the Insured Animal(s) 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 Company before the Company will 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.

### **Red water fever** (if stated as included in the schedule)

Exclusion 1.8 under Defined Event 1 is deleted and this section is extended to cover death of the Insured Animal(s) as a result of Red water fever.

### **Special show cover** (if stated as included in the schedule)

This section is extended to cover death of the Insured Animal(s) whilst away from the Insured Premises at any show commencing from the time the Insured Animal(s) are unloaded at the show grounds up until the time they are loaded on the means of conveyance for departure from the show grounds but excluding such loading and unloading.

### **Stud animal(s) transit cover**

If stud animal(s) are insured for "All risks of mortality", this section is extended to cover the death of such animal(s) whilst in transit by road or rail (including loading at the point of departure and unloading at the destination) from the Insured Premises to any premises for breeding purposes or to any show(s) and the return trip provided in addition to the specific exclusions of this section, this extension will not provide cover:

1. whilst in transit outside the borders of the Republic of South Africa, Namibia, Botswana, Zimbabwe, Swaziland, Lesotho and Mozambique;
2. for trampling or suffocation due to overloading of any vehicle which is being used to transport the Insured Animal(s);
3. for death as a result of or arising from jumping;
4. for death arising during the transit out of inoculation, any surgical procedure, parturition or its consequences or pregnancy;
5. for death as a result of panic.

### **Theft** (if stated as included in the schedule)

Exclusion 1.1 under Defined Event 1 is deleted and this section is extended to include theft or attempted theft of the Insured Animal(s) provided that:

1. 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 Insured Animal(s);
2. a police reference number is supplied with the claim form;
3. the Company will not pay for any claims for the theft of Insured Animal(s) if such theft is not reported to the Company within 14 days of such theft.

### **Transportation costs** (if stated as included in the schedule)

In the event of a valid claim, the Company will:

1. upon receipt of substantiating documentation, pay for the reasonable transportation costs incurred of transporting a replacement animal(s) to the Insured Premises; or
2. with the Company's consent, should the Insured elect not to replace the deceased Insured Animal(s) and such deceased animal(s) was acquired no longer than 12 months prior to its/their death, upon receipt of substantiating documentation, the Company will pay for the reasonable transportation costs that the Insured originally incurred transporting the Insured Animal(s) to the Insured Premises at the time of purchasing such Insured Animal(s)

provided that the maximum amount payable by the Company:

1. per Insured Animal shall not exceed the percentage of the purchase price of the Insured Animal as stated in the schedule under this extension against "Maximum insured amount per animal (% of the purchase price of the Insured Animal)" and;
2. if more than one Insured Animal is involved in the same event, shall be the amount reflected in the schedule under this extension next to "Insured amount (per event)".

### **Veterinary expenses** (if stated as included in the schedule)

Cover under this section is extended to include the cost of Veterinarian fees incurred for the treatment of the Insured Animal(s) solely for the prevention of the Death of an Insured Animal by an otherwise insured loss under this section provided that:

1. the maximum amount payable by the Company per Insured Animal shall not exceed the percentage (as stated in the schedule under this extension) of the insured amount of the Insured Animal;
2. if more than one Insured Animal is affected in a single event or multiple events arising out of a single cause, the maximum amount payable under this extension is limited to the amount reflected in the schedule under this extension next to "Insured amount (per event)";
3. the maximum amount payable by the Company under this extension shall be limited in the aggregate during any one period of insurance (if the premium is paid monthly by debit order, the words "per period of insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date") to the amount stated in the schedule under this extension next to "Insured amount (per period of insurance)";
4. the Insured Animal had already been injured or contracted a disease insured by a defined event or insured extension and not as a purely preventative action for possible future diseases or insured losses;
5. the injury or disease is of a nature or severity that would have resulted in the death of the Insured Animal had the veterinary intervention not been taken by the Insured;
6. a veterinary certificate confirming points 4 and 5 be provided to the Company together with the claim form and other claim documentation;
7. the injury occurred or the disease was contracted during the period of insurance;
8. no first amount payable shall apply to this extension;
9. the Insured Animal survives.

### **Weather and water cover in addition to Limited cover** (if stated as included in the schedule)

The cover as provided for under defined event 2 (Limited cover) is extended to include death of the Insured

Animal(s) caused as a direct result by:

1. storm;
2. wind;
3. water;
4. hail;
5. snow;

including freezing to death of the Insured Animal(s) as a consequence of 1 to 5 above.

*For internal broker use only - subject to minor changes from time to time*