



Underwritten by Renasa Insurance Company

THE EQUISTAR SERVICE COMMITMENT

EquiStar undertakes to provide efficient, friendly service at all times. We have a thorough knowledge of our product and we are animal people too!



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INTRODUCTION

This policy is the contract between Renasa Insurance Company (the Insurer) and the Insured as stated in the schedule and covers the events stated in the Sections, occurring during the Period of Insurance up to the sums insured or limits of liability or compensation stated in the Schedule of Insurance. Any Proposal and Declaration made by the Insured is the basis of and forms part of this policy.

IMPORTANT POINTS

The Schedule of Insurance and this policy form part of the contract and the two documents should be read together. If there is anything in this Policy or Schedule of Insurance that you do not understand, or any changes need to be made to your cover, please contact EquiStar or your broker immediately.

DEFINITIONS

| | |
|-----------------------|---|
| <u>ADDRESS:</u> | POSTAL – Insured' address, RISK – where horse or items of insurance are kept. |
| <u>INSURER:</u> | Renasa Insurance Company. |
| <u>ENDORSEMENT:</u> | Subsequent change in policy agreed by Insurer and confirmed in writing. |
| <u>EXCESS:</u> | The portion of the claim the Insured pays, if applicable. |
| <u>INSURED:</u> | The owner as described in the schedule. |
| <u>POLICY PERIOD:</u> | The date which the policy becomes effective. |
| <u>PREMIUM:</u> | Amount Insured pays for cover. |
| <u>SCHEDULE:</u> | Written confirmation of Insurance. |
| <u>INSURED VALUE:</u> | Purchase price or market value of horse. |

MORTALITY

1. COMPENSATION

The Insurer agrees to compensate the client in return for premium collected on the 1st day of every calendar month. The maximum compensation will be the Insured amount less any applicable excesses.

The Insurer agrees to compensate the client should the insured horse die during the policy period or within 15 days of the policy period expiring. provided that.

- Death as a result of accidental injury, illness or disease first diagnosed during the policy period.
- Written notice of such illness, injury or disease is submitted to the Insurer directly or via the broker concerned prior to the policy period ending.
- Theft which results in death or theft visible by forcible violent entry (demonstrating that the horse didn't jump the fence to go and visit his girlfriend down the road) will be compensated for.
- Theft must be reported to the authorities and the Insurer immediately, but no later than 48 hrs after the event. The Insured must follow all recommendations given by the authorities. Should the Insured pay or promise to pay ransom or anything else, the Insured shall have no claim. If after 60 days the horse is not recovered, the client will be compensated. If the horse is later recovered, the Insurer may take possession of the horse.

2. NO COVER

The Insurer will not be responsible if:

- For death as a result of a surgical procedure UNLESS the Insured notified the Insurer in writing prior to the procedure, in the case of emergency as soon as possible.
- At the start of the policy the horse is NOT free from any illness, disease, injury, lameness or disability. These existing conditions will be excluded.
- Any prior conditions as above have not been disclosed.
- The horse does not have an ID passport or microchip.
- A Veterinary certificate is not available for values over R50 000.
- The Insured is not the sole owner (unless agreed otherwise) or has since sold the horse. The policy will expire as soon as the owner has sold the horse.
- There have been numerous attempted threats or thefts in the preceding years.
- The Horse does not remain in the Republic of South Africa, unless agreed otherwise.
- If the horse is used for another purpose other than specified in the schedule.
- Proper care and attention is NOT provided at all times, this extends to veterinary treatment in the event of illness, disease, injury, lameness or disability.
- The Insured does not arrange a post mortem to confirm cause of death.
- Any claims if the premium has not been paid.
- The horse is not vaccinated against Horse sickness and Equine Influenza or any active disease in the area, such as rabies. Batch no's, dates of vaccinations etc. are required.
- Death as a result of use of incorrect vaccines or misadministration thereof.
- The Insured does not provide full details of any elected treatment or procedure prior to the event. This includes gelding a horse.
- A mare's foal is not covered unless it is a minimum of 6 months old, i.e. cover for an unborn foal.
- For intentional slaughter for any reason, unless the Insurer has agreed or a licensed Veterinarian has recommended slaughter for humane reasons, i.e. The horse is in incredible pain and there is no chance of recovery. The Insured may be required to allow the Insurer to carry out a post mortem.
- Death as a result of a surgical procedure or medication will not be covered unless conducted/administered by a licensed veterinarian. The treatment must be certified as necessary to preserve the horse's life.
- Malicious, intentional acts or omission by the Insured or his agents.
- Nuclear fission, fusion or radioactive contamination.
- Pollution or contamination of any kind.

- Congenital or hereditary defects of any nature.
- Death caused directly or indirectly from confiscation or any order imposed on by government.
- War, civil war, rebellion, riot, strike and strikes etc.
- Any unexplained disappearance or parting of possession as a result of fraud or false pretence.
- Destruction of the horse as ordered by government, public or local authority, any other person with jurisdiction due to contagious disease.
- No cover for death due to illness for the first 14 days. thereafter death due to illness will be covered if all the conditions of the policy are adhered to.
- Racehorses/Bloodstock is not covered.

3.CLAIM PROCEDURE

- Submit a claim form, as provided by the Insurer, as well as any vets reports, documents obtained, to the Insurer or the broker concerned within 30 days.
- All relevant parties may be requested to consent to interviews under oath.
- Written notice of such requests must be delivered by the Insurer within 30 days of the loss.
- In the event of a claim as a result of theft, the SAPS must be informed within 48 hrs.
- In the event of a claim, the balance of the annual premium becomes due and will be deducted from the settlement amount.

4.CANCELLATION

- The Insured or the Insurer can cancel the policy at any time by giving 30 days written notice.
- If any premiums need to be re-imbursed this will be refunded less premium for the notice period, provided that premiums have been paid to date, alternatively premiums will be 'caught up' first.
- In the event of non-payment of premiums, a period of 15 days grace will be allowed, unless arranged otherwise. Thereafter the Insurer reserves the right to cancel the policy.
- In the event of a 'stop payment' on the Insured's behalf, the Insurer may cancel the policy immediately.

GENERAL

- If the horse is insured by another Insurer, The Insurer will be released from all liability. This will be for any type of Insurance on the specific horse, whether this Insurer provides this cover or not, unless otherwise agreed.
- If a claim has been paid by the Insurer, the Insurer takes possession of any recoveries made, and will request that the Insured does everything required (i.e. Signing documents, attending court cases etc.) allowing the Insurer to pursue the matter.
- Any fraudulent claims will not be entertained and the Insurer will not hesitate to prosecute any individuals involved therein.
- In the event of dispute (presumed value of horse etc.) the claim can be settled by arbitration by disinterested parties. The client may appoint a disinterested party at their own cost, the Insurer may do likewise and the two disinterested parties may appoint a third party. The third party's cost will be paid 50% by the Insurer and 50% by the insured. A majority decision will be final.

GENERAL CONDITIONS FOR BOTH PARTIES

- If any of the terms of this policy are in conflict with any Statute, this policy shall be amended accordingly.
- The terms of the policy cannot be changed any way without an endorsement.
- No interest of this policy can be assigned to any 3rd party without written consent from the Insurer.
- The Insured acknowledges and accepts that the sharing of any relevant information i.e. Credit checks, claims history etc may be performed to assess risk.
- Information provided by the Insured may be verified and the Insured agrees to disclose any relevant information required by the Insurer.
- Monthly policy's will be valid for 1 month, and be renewed automatically upon receipt of premium unless alternatively arranged.
- A month's notice is required for cancellation.
- Annual policies will be in force for a period of 1 year. Annual premium will be due on the anniversary of the policy. A month's notice is required for cancellation
- The Insurer may alter any premium payable at any time upon written notice.
- The Insurer may elect to settle any claim for lost, stolen or damaged property by repairing or replacing such item.
- Claims payout will be authorised once the Insurer is in receipt of a signed 'release form' from the Insured.
- The client must have an insurable interest in the animal or item insured, i.e. the insured stands to lose financially if the said event takes place.
- The Insured must prevent or minimise Loss at all times, i.e. having a veterinary condition treated before it leads to death.
- The Insurer may take legal action against any 3rd party in the name of the insured at the Insurers own cost. The Insured shall assist the Insurer where needed.
- The Insurers liability extends to the Insured only.
- All inaccurate information or non-disclosure of information will render any claim invalid.
- Change of risk must be communicated to the Insurer in writing within 30 days of the change. The Insurer may at its discretion decide not to insure the new risk by giving the Insured 30 day's written notice OR increase the premium in the case of increased risk. If a change of risk is not communicated within 30 days, the Insurer has the right to reject a claim.
- The Insurer may request additional security protections at any time with a 30 days notice period. If such protections are not put in place, cover will be suspended until such time that they are in place.
- Any fraudulent matters relating to the policy will render the policy cancelled at the discretion of the Insurers.

- The Insurer shall not be liable for any claim after a period of 12 months from the said event unless the claim has been submitted and awaiting legal action or the Insured has been indemnified against a third party claim.
- If the Insured disputes a claim rejection the Insured has 90 days to make representations to the Insurer. If there is still no resolution; the Insured has 90 days to take legal action against the Insurer.
- Any notice, instruction or communication to the insured or visa versa must be done in writing.
- The Insurer may at its own discretion amend the conditions of the policy at any time by providing 30 days written notice to the insured.
- Cover is subject to any endorsements made on the policy. Breach of such endorsements allows the Insurer to reject any claim made.
- If any terms, conditions, notes, or warranties are not complied with, claims made will not be payable.
- The Insured will be responsible for any excesses payable if applicable.
- This policy is subject to the jurisdiction of courts in the Republic of South Africa.
- Interest will be calculated at a rate of 0% (zero percent) as prescribed by the Rate of Interest Act 55 of 1975, unless ordered otherwise by a court of law.
- The Insurer shall not be liable for any claim arising out of contractual liability, unless the liability would have existed without a contract.
- The Insurer shall not be responsible under more than one section of this policy for any legal liability pertaining to the same property or liability.

SPECIFIC EXCEPTIONS:

We will not be responsible for loss, destruction, damage:

- To any property or any loss or expense resulting or arising from any consequential loss.
- Death, injury or legal liability, directly or indirectly caused by ionising radiations, radio-activity, nuclear fuel, nuclear waste and combustion, which includes any self sustaining process of nuclear fission.

Loss of or damage to property or bodily injury related or caused by:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder.
- War, invasion, act of foreign enemy, hostilities or war like operations or civil war.
- Mutiny, military uprising or usurped power, martial law or state of siege.
- Insurrection, rebellion or revolution.
- Any act calculated to overthrow any Government with force, fear, terrorism or violence.
- Any act calculated to bring about loss, damage or bodily injury to further any political aim, bring about economic change or in protest against any state or authority.
- Loss or damage caused directly or indirectly or through consequence for which a fund has been established.
- This policy does not cover any loss, or damage to property as an indirect/direct result of terrorism.
- No cover for loss, destruction or damage to any property or any expense at all, resulting from a claim
- Legal liability of any nature will not be covered.
- Any consequential loss.
- This policy does not cover loss caused indirectly or indirectly by the incapacity or failure of a computer at all.
- Loss or damage occurring by permanent or temporary dispossession, ie. Confiscation, by an authority of the law.

VOLCANIC ASHES EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the impact of volcanic ashes regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an impact of volcanic ashes means any kind of damage to the insured crops provoked by volcanic eruption, fallout of volcanic ashes or dust, reduced solar radiation due to volcanic ashes in the atmosphere and other climatic change attributable to the emission of volcanic ashes.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to losses due to volcanic ashes.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by the insurance, the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in force and effect.

PUBLIC LIABILITY

This cover is subject to all the conditions of the Mortality policy.

The Insurer will compensate the Insured against Legal Liability for the payment of damages, legal costs and other expenses incurred in consequence of:

- Death or bodily injury to any person.
- Damage to property as a result of accident.
- Your use or ownership of any horse as listed in the schedule.
- The use or ownership of any horse drawn vehicle owned by you and for which you are responsible.
- Your possession or use of any horse trailer.

WE WILL ALSO COVER:

- Any person permitted to ride the Insured's horse and use the Insured's horse drawn vehicle or horse trailer.
- In the event of your death, your legal representative provided such representative observes all terms, conditions, exclusions, limitations and endorsements of the policy.
- Any passenger riding in any horse drawn vehicle owned by you, provided that such person is not covered for the same cover under any other policy. Such person has not been refused Insurance or any continuance of Insurance.

NO COVER:

As in the Mortality wording as well as:

- Loss or damage as a result of, indirectly or directly, any exchange, cash or credit agreement, theft by false pretence or fraud.
- Load of passengers exceeds maximum weight that the vehicle was manufactured to carry.
- Loss, destruction or damage of property belonging to you, a member of your family, person in your employ or person given use of such property.
- Damage to fences or crops caused by the Insured horse.
- Servicing or attempted servicing of a mare by a stallion.
- The hiring out of any horse by you, incidental to any profession, business or occupation of yours. I.e. for financial gain.
- Loss arising out of the towing of a horse trailer in the possession or owned by you.
- Loss, damage or Liability if you are entitled to a claim under the Multilateral
- Motor Vehicle Accidents Fund Act or similar legislation.
- From a claim arising from an event which is known to you but is not reported to the Insurer.

- From an event which occurred prior to the inception of this policy.
- For a claim made 30 days after cancellation or expiry of this policy.

CONDITIONS

- Settlement by the Insurer for a claim will discharge the Insurer for such Loss or Damage.
- The cost and expense of a lawsuit prior to settlement of a claim will also be covered under this policy, provided the Insurer has knowledge of such lawsuit and has consented that you are entitled to such compensation.

LIMIT OF LIABILITY

Our Limit of Liability will not exceed R1 000 000.00 (one million rand) per insured horse for any one event.

You will be liable for R10 000 per insured horse for any one event that gives rise to a claim.

LOSS OF USE – EXTENSION

This cover is subject to all the conditions of the Mortality policy.

In the event of the horse being unable to perform the required purpose as stated in the Schedule due to accidental external injury the Insured agrees to

- compensate the Insured with 50% of the Insured Sum.
- The inability to perform the purpose as required must be confirmed in writing by the Insured's veterinarian as well as the Insurer's elected veterinarian as required.
- If such inability to perform requires the destruction of the horse, the Insured will be compensated upon confirmation of such destruction.
- Any disagreement on such disability will be referred to an independent veterinarian, whose report is final.
- Costs incurred for procuring such veterinarian will be shared between the Insured and Insurer.
- If such external injury has been reported to Insurer's but does not manifest as a permanent disability, the Insured has 3 months from date of injury to claim for Loss of Use.
- The Insurer's may agree to allow the Insured to keep the horse if destruction is not necessary provided the horse is retired from competition and is kept for personal pleasure only.
- The Insurers liability will cease as soon as payment for the claim has been made.
- The Insurer's have the option of removing the horse for examination and/or treatment by the Insured's appointed veterinarian.
- The Insured needs a specific vet certificate, as supplied by the Insurer, completed for each horse which requires the Loss of Use Extension.
- No cover for Loss as a result of blemishing (ie.showing).
- No cover for Loss as a result of the inability to breed.
- No cover for Loss due to the horse being barred from participating in shows by the Hunter Improvement Society or the like due wind conditions etc.

The term accidental in its nature means by any means except:

- By that which encompasses any form of negligence whether intentional or not.
- Premeditated
- Poor conformation
- Predisposing factors creating a scenario that may produce an injury, e.g. Stumbling.
- To be accidental there must be no colluding factors other than purely by accident.
- The term external means outside – therefore from the outside.

The injury would be caused by forces acting from the exterior onto the animal causing an injury related to that force, with exception to strains/sprains from accidentally falling in a hole, provided that the presence of the hole was not out of neglect.

Such scenarios can be endless, but must be as said, without neglect, premeditation or predisposition.

QUALITY POLICY STATEMENT

It is a declared objective of EquiStar Insurance to supply world class services, at an economic cost, that fully satisfies customer needs.

EquiStar Insurance maintains and uses an effective Quality Management System, specifically designed to recognize, control, and monitor all procedures that affect quality.

Analysis of information and continual feedback are emphasized to ensure improvement.

Improving reliability by error prevention is the underpinning theme of the Quality Management System.

This policy shall be understood, maintained, and used throughout EquiStar Insurance.

Angela McClure (Managing Director)