



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!



**In the unlikely event that you are totally satisfied with our service please contact:**

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## **INSURANCE COVER**

Provided that the Insured has paid the Insurer the premium, then subject to the terms, conditions and limitations of this policy, the Insurer agrees to provide cover and pay the Insured in respect of any Defined Events occurring during the Period of Insurance as stated in the Schedule. The cover options selected by the Insured and all particulars of the insurance are shown in the Schedule.

## **DEFINED TERMS**

INSURER	Renasa Insurance Company (Pty) Ltd
INSURED	The Owner as described in the Schedule Of Insurance
SCHEDULE	The attachment, which forms part of this Policy, which shows important Policy details and the insurance cover.
SUM INSURED	It is the market value of the animals agreed with the Insurer at the inception of the Policy.
POLICY PERIOD	It is the period during which the policy is in force.

## **COVER**

Defined Events covered under this Policy is loss, injury or death of the insured animals caused by:

1. fire;
2. lightning;
3. accident;
4. Uncontrollable diseases
5. Theft which results in death or theft visible by forcible violent entry.

No other loss events are covered.

## **BASIS OF CLAIM PAYMENT**

We will pay for loss or death of the animals that are insured under this Policy on the following basis:

1. The Policy on the insured perils must be in force, and all premiums due from the Insured to the Insurer must be up to date.
2. In all instances, a Veterinary Surgeon appointed by either the Insured or the Insurer will investigate and certify the cause of loss.
3. The basis of indemnity will be: the agreed insured value per animal minus the applicable deductibles.

## **SPECIFIC EXCLUSIONS**

The Insurance Policy does not provide cover for any direct or indirect loss, injury to insured animals as follows:

1. Any legal or illegal occupation of farm(s), invasion or expropriation.
2. Destruction of animals in compliance with the requirements of any Statute, order of Government Department or Local Authority.
3. Slaughter without the prior consent of the Insurer except for humane reasons
4. Where normal good husbandry practices have not been followed. This extends to vaccinations against active diseases. A log of these vaccinations showing name of vaccine and date administered will be required in the event of a claim.
5. Surgical Operation except where it is performed by a Veterinary Surgeon with the sole intention of attempting to save the life of the Insured animal. Any other surgical procedures need the authorisation of the Insurer, alternatively the animal will not be covered in the event of death.
6. Unborn animals will not be covered until 6 months of age. I.e. no cover for foetuses.
7. Congenital or hereditary defects of any nature will not be covered.
8. Unfitness or incapacity from fulfilling the functions or duties for which the animals are kept for.
9. Consequential loss.
10. Epidemics
11. Mysterious disappearance.
12. Unfitness or incapacity of the livestock
13. Willful act or willful negligence of the insured or his representative.
14. Any legal liability of whatsoever nature.
15. Any unexplained disappearance or parting of possession as a result of fraud and false pretence.

## **GENERAL EXCEPTIONS**

This insurance Policy does not cover any loss or injury, directly or indirectly caused or arising from or in consequence of:

1. Nuclear weapons material.
2. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For purposes of this exclusion only combustion shall include any self-sustaining process of nuclear fission.
3. War, riot and terrorism

This Policy does not cover loss or damage to property related to or caused by:

- a) Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing.
- b) War, invasion, act of foreign enemy, hostilities, or warlike operation (whether war be declared or nor) or civil war;
- c) Mutiny, military rising, or usurped power, martial law or State or siege or any other event or cause, which determines proclamation or maintenance of martial law, or state of siege.
- d) Insurrection, rebellion or revolution;
- e) Any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any state or Government, or any Provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
- f) Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective, or cause, or bring about social or economic change or in protest against any State or Government, or any Provincial, Local, tribal Authority, or for the purpose of inspiring fear in the public, or any section thereof;
- g) Any attempt to perform any act referred to in clause (iv) or (v) above.
- h) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to any clauses above.
- i) Any loss or damage occurring during the existence of abnormal conditions, whether physical or otherwise which are occasioned by or through or in consequence directly or indirectly of any of the above occurrences will not be covered by this insurance, except to the extent that the Insurer shall prove that such loss or damage occurred independently of the existence of such abnormal conditions. In any action, suit or other proceedings in which the Insurer allege that any loss or damage is not covered by this insurance, the Insurer must accept the burden of proving that such loss or damage is covered.

## **SPECIFIC CONDITIONS AND OBLIGATIONS**

1. The Insured shall provide information of farms or locations on which the insured animals are kept.
2. Insurability
  - a) All animals shall be free of diseases at the inception of this Policy, and shall be certified by a veterinary surgeon.
  - b) If these prior conditions have not been disclosed, the Insurer will be released from all claims.
  - c) All animals in good health from the age of six (6) months for cattle.
  - d) Breeding Herd at the end of the 10th year and commercial cattle at the end of the 3rd year may no longer be covered under this Policy.
  - e) All animals have a positive identification, in the form of branding, microchipping, or tagging or as specifically requested by the Insurer. These details of identification are required by the Insurer at the inception of the policy.
3. The Insured shall at all times provide proper care and attention to all Insured animals. This extends to veterinary treatment in the event of illness, injury, lameness or disability.
4. The Insured is the sole owner (unless otherwise agreed) or has since sold the animal. The policy will expire as soon as the animal has been sold.
5. No history of attempted threats or thefts in the preceding years.
6. The animal is to remain in the Republic of South Africa unless otherwise agreed.
7. The animal is used for the purpose as indicated in the Schedule of Insurance.
8. The Insured is required to arrange a post mortem to confirm cause of death at the time of death. This post mortem is to be performed by a licensed veterinarian and is for the account of the Insured.
9. In the event of theft, the Insured is required to:
  - a) Report the theft to authorities and the Insurer immediately, but no later than 48 hrs after the event.
  - b) The Insured must follow all recommendations made by the authorities.
  - c) Should the Insured pay or promise to pay ransom or anything else, the Insured shall have no claim.
  - d) If after 60 days the animal is not recovered, the client will be compensated. If the animal is later recovered the Insurer may take possession of the animal.

It is a condition precedent to any liability of the Insurer hereunder that where it is discovered that there have been an outbreak of a contagious disease(s) on the insured farm, the Insured will immediately report such an event to the relevant authorities.

10. In the event of a loss, injury or destruction to Insured animals:
  - a) The Insured must notify the Insurer within 48 hours of the occurrence of any loss or potential loss and provide details of the date and time of loss, the cause of loss, and the insured animals, which are affected
  - b) In the event of diseases and accidents the Insured shall immediately consult a Veterinary Surgeon and, at Insurer's request submit a veterinary report.
  - c) The Insured may conduct emergency slaughter only with the consent of the Insurer unless time does not allow for such consent to be obtained. If prior to emergency

slaughter the veterinary certificate indicates that slaughter is necessary and if there is not sufficient time to obtain the Insurer's consent, the Insurer shall accept the decision as valid. Consent to emergency slaughter shall only be given if the animal's disorder is incurable using proven methods of veterinary treatment and if death of the animal is to be expected as a result of such disorder.

- d) The Insured shall be obliged whenever possible to take action for loss prevention and minimization while complying with the Insurer's instructions to the extent that such instructions do not contradict official orders. The resulting additional expense shall be borne by the Insured. The same shall apply for costs of veterinary examinations and treatment unless the Insurer has insisted on special treatment, which goes beyond the normal level.
- e) When an indemnifiable loss occurs, the Insured is obliged to give the Insurer or his agent the opportunity to ascertain the cause and extent of the loss.
- f) The Insured is obliged to provide the Insurer with all information on the amount of payment or benefits received from public funds pertaining to losses arising from insured perils.
- g) The insured shall be obliged to report to the Police and the Insurer theft of insured animals.
- h) If the Insured regains possession of the animals or if he/she gains knowledge of their whereabouts or with regard to the identity of the thief, robber or finder, the Insurer shall be notified without delay.
- i) The Insured shall not dispose of the animal without prior written consent of the Insurer. If the Insured fails to comply with any of the above obligations, the Insurer shall be released from his obligation to provide indemnification unless such non-compliance was neither deliberate nor the result of gross negligence.

## GENERAL CONDITIONS

### 1. PRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

Misrepresentation, misdescription and non-disclosure in any material particular shall render voidable the section of the Policy, which is affected by such misrepresentation, misdescription or non-disclosure.

### 2. DOUBLE INSURANCE

If at any time of any defined event, giving rise to a claim under this Policy, the Insured has insurance with any other Insurer covering the Insured against the same events, the Insurer shall be liable to make good only a ratable portion of the amount payable to the Insured in respect of such event. If any such other insurance is subject to any condition of average, then the amount payable by the Insurer shall be similarly subjected to average.

### 3. PREVENTION OF LOSS

- a) The Insured shall take all reasonable steps and precautions to prevent loss or injury to the insured property/ animal as stated in the Schedule.
- b) The Insured shall practice due diligence in the management of the insured animals and ensure proper maintenance for all animal handling equipment, so as to minimize, diminish or avoid any loss or injury to the insured animals.
- c) Any protection provided for the safety of the insured animals shall be maintained in good order throughout the currency of this Policy and shall be used at all appropriate times. Such protection shall not be withdrawn or varied to the detriment of the Insurer's interest without the Insurer's consent. The Insured shall keep a written record of normal husbandry activities carried out on the insured farms including statistics on calving, mortality, vaccination and dipping programmes and financial accounts.

### 4. ACCESS TO THE PREMISES

The Insured must allow the Insurer access to all the insured animals at any time provided. The Insurer will give the Insured reasonable notice.

### 5. CANCELLATION

This Policy may be cancelled by the Insurer by furnishing thirty (30) days notice in writing by registered letter addressed to the last known address of the Insured, and in such an event the Insured shall be entitled to a pro rata premium refund for the unexpired period, the insurance has been in force, but should the Insured request cancellation, the insured shall be entitled to a pro rata premium refund, calculated at the Insured's short period rates for the time the Policy have been in force.

If a loss is paid on any Insured animal :

- a) No return of premium shall be allowed.
- b) The entire carcass of the Insured animal(s) shall remain the property of the Insurer.

## SHORT SCALE RETURN RATE

<u>PERIOD OF INSURANCE</u>	<u>RATE</u>
Up to 3 months	40% of annual premium
Up to 6 months	70% of annual premium
Up to 9 months	85% of annual premium
Over 9 months	100% of annual premium

### 6. RIGHTS AFTER AN EVENT

On the happening of any event in respect of which a claim is or may be made under this Policy the Insurer, and every person authorized by the Insurer, may without thereby incurring any liability and without diminishing the Insurer's right to reply upon any condition of this Policy:

- a) Take, enter or keep possession of any damaged property/animal and deal with it in any reasonable manner. This condition shall be the evidence of the Insurer's leave and license to the Insured to do so.
- b) The Insured shall not be entitled to abandon any animal to the Insurer whether having taken possession by the Insured or not.
- c) Take over and conduct in the Insured's name the defense or settlement or any claim and prosecute in the Insured's name for the Insurer's own benefit, any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admissions, statement, offer, promise, payment or indemnity shall be made by the Insured without the Insurer's written consent.

### 7. ARBITRATION

- a) If any difference or dispute arises as to the amount of any loss or damage, the Insured must notify the Insurer in writing within three days after assessment of his intent to arbitrate and nominate his Arbitrator. The Insurer will appoint an Arbitrator. Such difference shall be independent of all other questions being referred to the decision of Arbitrators. The Arbitrators must appoint an Adjudicator.
- b) If parties cannot agree upon an Adjudicator within seven days, the agent through whom the insurance was placed would be asked to appoint an Adjudicator.
- c) In the case of disagreement between the Arbitrators, the difference shall be referred to the decision of the Adjudicator.
- d) The death of an arbitrator/ adjudicator shall not revoke or affect the authority or powers of the remaining arbitrators/ or adjudicator, and in such event another Arbitrator or Adjudicator shall be appointed by the party or Arbitrator who originally appointed the Arbitrator who has died.

- e) The cost of reference and of the award shall be within the discretion of the Arbitrator, Arbitrators or Adjudicator making the award.
- f) It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy, that the award of such Arbitrator, Arbitrators or Adjudicators of the amount of the loss or damage if disputed shall first be obtained.

8. INTERPRETATION OF THE POLICY

This Policy and the Schedule and Sketch of the farm shall read together as one contract, and any word or expression to which a specific meaning has been attached in any part of this contract shall bear the same meaning wherever it may appear. Should details on the sketch differ from details on the schedule, the latter will be recognized as correct.

9. JURISDICTION

The laws of South Africa govern this Insurance Policy, and the South African Magisterial Courts shall have jurisdiction in any dispute, which may arise.

10. NOTIFICATION

Every notice and other communication to the Insurer as requested by the conditions of this Policy must be made in writing.

## 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)