ONE

EQUINE POLICY

INTRODUCTION

This policy is the contract between Mutual and Federal Risk Financing (Pty) Ltd and You as stated in the accepted, up to the sums insured or limits of liability or compensation stated in the Schedule of Insurance. Any Proposal and Declaration made by You are 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 your broker immediately.

DEFINITIONS

POSTAL ADDRESS:	Your address for receipt of documents
RISK ADDRESS:	Where the horse and insured item are kept
INSURER:	Mutual and Federal Risk Financing
ENDORSEMENT:	Subsequent change in policy agreed by Us and confirmed in writing.
EXCESS:	The portion of the claim You pay, if applicable
INSURED:	The owner or person with a vested interest as described in the Schedule
PERIOD OF INSURANCE:	The date which the policy becomes effective
PREMIUM:	Amount You pay for cover
SCHEDULE:	Written confirmation of Insurance
INSURED VALUE:	Purchase price or market value of horse or Insured item
DEATH (DIES):	Includes the humane destruction of the horse
HUMANE DESTRUCTION:	The destruction of a horse which is suffering an excessively painful disease or injury, and a veterinary surgeon has certified that the horse cannot be cured, and its suffering is so excessive that the immediate destruction is imperative for humane reasons

MISREPRESENTATION, INCORRECT DESCRIPTION AND NON-DISCLOSURE

Misrepresentation, incorrect description or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the Policy, as the case may be, affected by such misrepresentation, incorrect description or non- disclosure.

CANCELLATION

This Policy or any section may be cancelled or withdrawn at any time by or on behalf of the Insurer giving 30 days' notice in writing or by the Insured with immediate effect subject to the receipt of the request in writing from the Insured. However, annual policies paid monthly which include the capture and/or transit section(s) can only be cancelled after 3 months of cover has passed and been paid for.

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NO PREMIUM SHALL BE RETURNED SHOULD THE INSURER HAVE PAID CLAIMS

PREMIUM PAYMENTS

The premium is due in advance or as agreed to by the Insurer in writing. In the case of non-payment there will be no cover.

Premium is payable on or before inception and / or renewal date. The Insurer shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms at its sole discretion.

Every Policy is an Annual Policy, although some Annual Policies may be paid monthly. Debit order due date will be the first day of every calendar month where premium is payable monthly and the first day of the month of inception or renewal where the Policy is an Annual Policy payable annually.

Should an event occur which results in a claim, the Insured will be requested to first settle the total outstanding premium before the claim can be processed, where the Policy is an annual Policy paid monthly or the outstanding balance shall be deducted from any claim settlement due.
If the monthly premium (on submission of debit order) is not paid, the Policy will revert back to an annual premium and the outstanding premium must be paid over immediately to bring the Policy up to date, unless the insured can prove that the bank made a mistake.

Should the Insurer agree to an up-front No Claim Discount (NCD) in terms of the premium, the full amount granted will be offset or deducted from the first claim, or until the NCD has been depleted, together with any other applicable amount(s) payable.

PROOF OF OWNERSHIP

The Insurer may require the Insured to provide it with reasonable proof of ownership of any item that is the subject of a claim. This may be in theform of microchip details attaching to the owner or purchase agreements.

FRAUDULENT OR WILLFUL ACTS

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf, with their knowledge or consent to obtain any benefit under this Policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

Wilful exposure to a needless peril, except in an attempt to save a human life, will cause the benefit afforded under this Policy in respect of the claim to be forfeited.

ANIMAL(S) – ASSETS CEDED TO A BANK

On the happening of any event which may result in a claim under this Policy the Insured must declare to the Insurer the animal(s) applicable to such arrangement, confirm the account reference, contact person representing the Bank and the name of the Bank. Payment will be made to the Bank and not to the insured unless agreed to by the Insurer in writing.

BREACH OF CONDITIONS

The conditions of this Policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

No rights to any persons other than the Insured unless otherwise provided and stated in the Policy. Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Insurer.

SUM INSURED

The sum insured stated in the Schedule of Insurance shall be the asset value of the insured animal(s) and inclusive of Value Added Tax (VAT) as applicable, excluding any public liability cover, transport costs, insurance premiums, and veterinarian fees or alike, on the following basis:

1. Invoice value.
2. Agreed value (average market value including any specific factors contributing to the value of the animal).

DUTY OF CARE PRECAUTION

The Insured shall take all reasonable steps and precautions to prevent accidents or losses including but not limited to proper management, compliance and adherence to laws and regulations which are material to the risk.

The Insured shall at all times provide the Insured horse(s) with sufficient food of good quality, water and adequate shelter. Where appropriate should a shortage of natural grazing arise, it is the Insureds responsibility to source and purchase supplement feed and roughage.

Proper care and attention needs to be provided at all times, and extends to veterinary treatment in the event of illness, disease, injury, lameness or disability. Economic Euthanasia is NOT covered under this policy.

The fencing on the Insured premises must be suitable and safe for the Insured horse(s).

Horses must be monitored daily for early detection of any illness or injury.

All Insured horses shall be vaccinated against African Horse Sickness, Equine Influenza and Tetanus. Should a claim arise out of these diseases, proof of vaccination will be requested.

All Insured horses shall be de-wormed as recommended by Equine Veterinarians.

All Insured horses need to be attended by an Equine Dentist at least annually, these records may be required in the event of a claim.

Failure to adhere to any of the above, will result in no claim being entertained.

IDENTIFICATION

All Insured horses are required to be uniquely identified. Acceptable means of Identification are, DNA/Microchip/Passport Identification page/Photograph. Failure to Identify each horse will result in the Insurer not being liable for any claim arising in respect of the unidentified horse(s)

VETERINARY CERTIFICATE OF HEALTH

Veterinary Certificates of Health are required at inception in the following instances

1. If the Insured horse(s) is insured for a sum of R100,000.00 (One hundred Thousand Rand) and upwards.
2. If the Insured horse(s) is insured for Loss of Use, regardless of value. The Vet Certificate must state whether the horse is a good or bad risk for the particular use (one use per horse)
3. If the horse is older than 20 years of age

Failure to provide such Veterinary Certificate of Health will result in no claim being entertained.

ALL RISK MORTALITY

We agree to compensate You up to the Insured Value less any applicable excess, should the Insured Horse:

1. Die during the Policy Period on condition that the death was as a result of accidental injury, illness or disease which conditions must first be diagnosed during the Policy Period. This is extended to include death during transit by road
2. Be stolen, or as a result of an attempted theft, the Insured Horse dies.
   - 2.1 Provided such theft or attempted theft is accompanied by forcible violent entry or exit or the threat of violence.
   - 2.2 Such theft or attempted theft must be reported to the authorities and Us immediately but no later than 48 hours after the event.
   - 2.3 You must follow all recommendations given by the authorities.
   - 2.4 Should You pay or promise to pay a ransom or do anything else that affects Our rights then You shall have no claim.
   - 2.5 If after 60 days the horse is not recovered, the client will be compensated.
   - 2.6 If the horse is later recovered, We may take possession of the horse.

LOSS OF USE – EXTENSION
(must be taken with Mortality cover)

1. In the event that the horse is unable to perform the required discipline (one discipline per horse to be stated upfront) as stated in the Schedule due to permanent accidental external injury to the horse, We agree to compensate You up to 50% of the Insured Value less the applicable excess, on condition that:
2. If such inability to perform the discipline requires the destruction of the horse, You will be compensated 100% of the value under MORTALITY upon confirmation of such destruction.
   - 2.1 If horse suffers an external and accidental injury during the Policy Period and of which We have been notified but such injury does not manifest itself as a permanent incapacity until after the expiration of the Policy Period then such claim shall be covered under this Loss of Use Extension provided that the permanent incapacity or unfitness is agreed upon by both Our and Your veterinarians and occurs within three months after the Policy Period has expired.

2.2 The inability to perform the required discipline or the requirement to destroy the horse must be confirmed in writing by Your veterinarian and we may require that a veterinarian appointed by US, confirm these findings

2.3 Any disagreement on such disability or destruction will be referred to an independent veterinarian, whose report shall be final.

2.4 Costs incurred for procuring such veterinarian's decision will be shared between You and Us.

2.5 We may take possession of the horse, should the Loss of Use claim be successful.

2.6 We have the option of removing the horse for examination and/or treatment by Our appointed veterinarian.

3 We may agree to allow You to keep the horse if humane destruction is not necessary, provided the horse is retired from competition and is kept for personal pleasure only and his/her value is reduced by 50%.

4 There shall be no cover for Loss of Use:

4.1 as a result of blemishing (scarring) in the discipline of Showing.

4.2 as a result of the inability to breed due to infertility.

4.2.1 However, cover will be granted should the Insured horse not be able to perform the act of breeding due to permanent accidental external injury.

4.3 due to the insured horse being barred from participating in hunting shows or similar due to wind conditions such as (but not limited to) Whistler, Laryngeal hemiplegia, Choking or Gurgling.

5 This cover is subject to all the conditions of the Mortality cover and is an extension to the Mortality cover. Accordingly, this Loss of Use extension cannot be taken unless the Mortality cover is also taken.

6 This Insurance specifically excludes all losses involving or arising directly or indirectly from any injury to the tendons, ligaments or muscles unless specifically associated with an injury that has also resulted in an open wound to the affected tendon, ligament or muscle.

Note to the Insured:
The Loss of Use cover is conditional upon the injury being a permanent and accidental and external injury to the horse. These terms "Permanent" and "accidental" and "external" are not as simple to understand.

"Accidental" means essentially something that occurs unexpectedly, unintentionally or by chance. "External" means acting or coming from the outside.
"Permanent" means lasting or intended to last or remain unchanged indefinitely.

ACCIDENTAL EXTERNAL INJURY ONLY COVER

We agree to compensate you up to the Insured value, less any applicable excess, should the insured horse die during the policy period on condition that the death or humane euthanasia was as a result of accidental external injury only, which conditions must be first diagnosed during the policy period.

"Accidental" means essentially something that occurs unexpectedly, unintentionally or by chance.

"External" means acting or coming from the outside.

This cover is subject to the precautions, conditions and exclusions as applicable to the entire policy. The claims procedure must be adhered to as described in the claims procedure of All Risk Mortality.

INTERNATIONAL TRAVEL BY AIR AND QUARANTINE EXTENSION.

1. If this extension is stated in the Schedule to apply and the Insured has paid the additional premium to Us, then the policy is extended to provide cover for illness, disease or accident for the horse (as stated in the Schedule) from the commencement of transit (being the "step on" of the horse onto the airplane) at place of origin to the area of inbound (South African) quarantine, and whilst in South African quarantine. No cover is afforded to International (non-South African) quarantine.

2. This policy is further extended to provide cover while the Insured horse is on board or being loaded into or unloaded from an aircraft licensed for passenger or cargo carrying, from aerodrome to aerodrome, while being transported between the places described in the Schedule and whilst in quarantine after arrival at the destination.
3. The insured horse is also insured against jettison, theft, forced landing or mechanical breakdown of the aircraft.
4. It is warranted that the insured horse is not loaded with any other animals to which they may have a natural antipathy.
5. Cover is subject to a satisfactory veterinary certificate being obtained no more than 7 days before the date of transportation and being submitted to Us. A qualified veterinary surgeon must be in attendance with the horse from the time of arrival at the airport, during the flight, and until the horse has left the airport.
6. Claims are subject to confirmation by a responsible official and attending Veterinarian giving particulars and apparent cause of death.
7. There is no cover under this extension unless We have agreed on the cover and geographical limits of the transit in writing and additional premium has been received prior to the commencement of the transportation.
8. Any omission or failure of the Insured or their agents or representatives to comply with any order or instruction of the pilot or other person in supreme authority and control of the Aircraft will invalidate cover as will prohibition of Import or Export or failure to pass Import or Export tests.

IMPORT TEST EXTENSION

1 If this extension is stated in the Schedule to apply and You have paid the additional premium to Us then the policy is extended to provide compensation for costs incurred by You to contest the accuracy of the tests undertaken by the authorities if the horse noted in the Schedule fails to pass the re-tests on arrival in South Africa after having been bought and imported from another country, and the destruction costs incurred by You should You be liable to destroy the horse as a result of the horse's failure of these tests.
2 The cover under this Import Test Extension is limited to a maximum of 10% of the horse's value.
3 We will only pay the claim if:
- 3.1 all original tests have been passed in and prior to export from the country of origin.
- 3.2 any re-tests performed on arrival in the Republic of South Africa are for the same tests as those performed in the country of origin.
- 3.3 testing is carried out in the same manner to the same protocols and standards as those performed in the country of origin.

FOETUS EXTENSION

1. If this extension is stated in the Schedule to apply and You have paid the additional premium to Us then the policy is extended to indemnify You up to one time the cost of covering, of the mare named in the Schedule, who has not given birth to a live foal during the period of this insurance, is not in foal, or, if the foal in utero named in the Schedule is not alive, at the expiry of the Policy Period to which this extension applies.
2. We will not pay Your claim under this extension unless a written veterinary surgeon's report has been received and accepted by You and Us, certifying visual inspection by the veterinary surgeon of:
- 2.1 the recently aborted foetus and evidence of the mare having recently aborted; or
- 2.2 the delivery of the dead foal by the mare; or
- 2.3 the death during the policy period of the named live born foal; or
- 2.4 a post-mortem examination of the mare (if the mare dies) revealing the existence of an unborn foal.
3. This extension clause does not cover the risk of multiple pregnancy unless two scanner reports showing Negative twins diagnosis made by a veterinary surgeon or other scanner operator approved by Us, taken between 15 and 50 days after the last service, but not less than 7 days apart, have been accepted by Us prior to the event giving rise to a claim.

STALLION INFERTILITY SECTION

1. If this extension is stated in the Schedule to apply and You have paid the additional premium to Us then the policy is extended to indemnify You up to 50% of the Insured value in the Schedule if the stallion named in the Schedule becomes totally and permanently impotent (fails to achieve intromission), infertile (sterile) or incapable of serving mares (fails to achieve intromission) as a result of an accident or the following illness or disease Equine Arteritis Virus, Testicular Degeneration, Testicular Haematoma and Testicular Cysts sustained or contracted during the period of insurance and notified to Us immediately in the event of there being any indication of the stallion being incapable of either serving mares or achieving pregnancies.
2. We will only pay the fair market value (which will be determined by purchase price, performance records and reasonable offers made) of the stallion immediately prior to the accident or the first manifestation of the illness or disease giving rise to the loss, or the Insured Value in the schedule, whichever is the lesser amount.
3. In the event of any uncertainty or dispute as to whether an accident sustained or illness or disease contracted by an insured Stallion has caused total and permanent incapacity as provided for above, it is agreed that the question will be referred to a panel of three veterinary surgeons, one appointed by You, one appointed by Us and the third mutually agreed on.
4. Each party will be responsible for the fees of the veterinary surgeon appointed by them and the fees of the third veterinary surgeon will be split equally between You and Us.

FROZEN SEMEN, EMBRYOS AND CONTAINER

1. We will indemnify You for accidental loss or damage to frozen semen and embryos that have been collected from insured horses stipulated in the Schedule, whilst they are stored and / or translocated in containers specifically designed for such storage and under conditions appropriate for the transport and storage of such containers.
2. We will also indemnify You for accidental loss of or damage to the aforementioned containers as stated in the schedule.
3. Exclusions
   - 3.1 We will not indemnify You for:
     - 3.1.1 any amounts over and above the sums insured
     - 3.1.2 for the first amount payable as stipulated in the schedule
     - 3.1.3 contamination by any substance or living organism
     - 3.1.4 gradual deterioration and aging
     - 3.1.5 the semen or embryos failing to meet quality standards unless caused by accident
     - 3.1.6 loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities or quarantine of the premises of insured semen and embryos.
4. Cover attaches from the time of collection and or the time of moving of the insured semen and or embryos, subject to the period of cover as stipulated in the policy schedule.

EMERGENCY VETERINARY

Cover for any Emergency lifesaving in hospital procedure(s) or treatment(s) where the horse requires immediate attention upon arrival at the hospital in order to save the animals life.

Limit of indemnity:
R50 000 per annum - Excess R1,000.00
R80 000 per annum - Excess R1,000.00

We agree :

1. To reimburse the client for any reasonable fees, to the maximum indemnity as stated in the schedule, performed by a registered Veterinarian in an Emergency situation in order to save the life of the Insured animal in hospital

The Client agrees:

1. To provide Us with a report from the treating Veterinarian, describing the treatment or surgery performed.
2. To provide Us with a report from the attending Veterinarian confirming that the surgery or treatment performed was essential to save the life of the Insured animal.
3. To provide all Veterinarian bills to confirm value of treatment or surgery provided.

No cover will be afforded if:

1. The surgery or treatment is not provided or performed by a registered Veterinarian.
2. The condition existed or was diagnosed before the cover commenced.
3. The surgery or treatment was not performed in order to save the animals life.
4. Cosmetic procedures
5. Bone chip removal
6. Non-emergency wind operations
7. Non-life-threatening lameness
8. Performance enhancing procedures
9. Conditions existing, diagnosed or treated prior to the commencement of the policy
10. Any elective or voluntary procedures
11. Post-mortem and Necropsy Examinations

Subject otherwise to all the terms, conditions, limitations and exclusions of this Policy of Insurance.

For the purposes of this cover option, the following definitions apply:

Emergency: A serious, unexpected, and often dangerous situation requiring immediate action.
Life Saving: Serving or intended to save the life of a horse
Hospital: An Equine clinic equipped with diagnostic, pathology and surgical equipment

LIFE SAVING SURGERY

Limit of Indemnity
Limit of Indemnity R20,000 – Excess R1,000
Limit of Indemnity R50,000 – Excess R1,000

SURGICAL FEES

1. We shall reimburse the client:
   1.1 for any reasonable fees (limit of one claim per annum), to the maximum indemnity as stated in the Schedule for surgical procedures, performed by a registered Veterinarian in order to save the life of the Your Horse;
   1.2 for the aftercare and examination costs directly related to the surgical procedure but such cover is limited to a period of 7 days subject to a maximum of 10% of the Limit of Liability.
2. The cover will be subject to Us receiving a recent veterinarian certificate being not older than three months before the inception of the Policy confirming perfect health.
3. You agree to provide:
   3.1 Us with a written report from the treating Veterinarian, describing the surgery performed and confirming that the treatment was essential to save the life of Your horse.

3.2 All Veterinarian bills in order to confirm the value of the surgery.
3.3 Cover for the aftercare and examination costs but such cover is limited to a period of 7 days subject to a maximum of 10% of the Limit of Liability.

4 No cover will be provided:
4.1 If the surgery is not performed by a registered veterinarian.
4.2 If the condition existed or was diagnosed before the cover commenced.
4.3 If the surgery was voluntary or elective.
4.4 It the surgery was not performed in order to save the horse's life.
4.5 For any veterinarian bills not directly related to the actual surgery.
4.6 If the surgery is not performed under General Anesthetic.
4.7 For any cosmetic procedures
4.8 For Bone chip removal
4.9 Non-Emergency Wind Operations
4.10 Non-life-threatening lameness
4.11 Performance enhancing procedures
4.12 Conditions existing, diagnosed or treated prior to the commencement of the policy
4.13 Any elective or voluntary procedures

For the purposes of this cover option, the following definitions apply:
Emergency: A serious, unexpected, and often dangerous situation requiring immediate action.
Life Saving: Serving or intended to save the life of a horse
Hospital: An Equine clinic equipped with diagnostic, pathology and surgical equipment

EXCLUSIONS APPLYING TO THE ENTIRE POLICY:

1. No cover for the following:
1.1 This Policy does not cover death directly or indirectly caused by 'Natural Causes'. For the purposes of this Policy 'Natural Causes' are any of the following:
1.1.1 Old Age or Natural Causes
1.1.2. Drought,
1.1.3 Starvation
1.1.4. Predation (snake bite is not regarded as predation and therefore IS covered)
1.1.5 Pregnancy/Dystocia, unless otherwise agreed by Us.
1.1.6 Mal adaptation.
1.1.7 Any hereditary disease
1.2 Death as a result of a surgical procedure unless You notified Us in writing prior to the procedure and We have agreed thereto.
1.3 If at the start of the policy the horse is not free from all illness, disease, injury, lameness or disability, and this is not disclosed in writing to Us prior to the inception of the Policy.
1.4 Death or Euthanasia due to Pre-existing (Prior to inception) conditions, illness, disease, injury, lameness or disability, or consequence of these pre-existing conditions, illness, disease, injury, lameness or disability, is specifically excluded unless agreed by the Insurer
1.5 If You are not the sole owner (unless agreed otherwise) or have since sold the horse. The policy will expire as soon as the owner has sold the horse.
1.6 If there have been threats or attempted or actual thefts in the preceding years and such threats or thefts have not been disclosed to Us in writing.
1.7 You need to always give Us true and correct information. Should any information be concealed, misrepresented, omitted or not disclosed to Us, then any claim made may be rejected or alternatively, the policy or claim may be voided.

1.8 If the Horse does not remain in the Republic of South Africa. Cover can be extended to other SADC Countries with Insurers approval.
1.9 If the horse is used for another purpose other than specified in the Schedule.
1.10 If the premium has not been paid.
1.11 If the horse is not vaccinated against Horse sickness and Equine Influenza or any active disease in the area, such as rabies. Batch numbers and dates of vaccinations are required to be provided by the Insured.
1.12 For death as a result of use of incorrect vaccines or misadministration thereof.
1.13 Mal-management or mismanagement of animals and welfare of the animals.
1.14 Should the Insured not provide full details of any treatment or procedure prior to the treatment or procedure which includes but is not limited to gelding a horse.
1.15 A mare's foal can be insured from birth to 8 weeks old, and the cover of said foal has been agreed upon and additional premium has been paid. The limit of indemnity on any foal younger than 8 weeks is up to a maximum 10% of the mare's value. After 8 weeks of age, the foal is insured under normal terms and conditions of the policy on an agreed value basis.
1.16 Maximum Insurable age for horses is 25 years old, unless otherwise agreed.
1.17 For intentional slaughter for any reason, unless We have agreed, or a licensed Veterinarian has recommended slaughter for humane reasons in writing.
1.18 Malicious, intentional acts or omission by You or Your agents.
1.19 Pollution or contamination of any kind.
1.20 Congenital or hereditary defects of any nature.
1.21 Death or loss caused directly or indirectly from:
  1.20.1 Confiscation, nationalization, detention or any order imposed on by government.
  1.20.2 Civil commotion, labor disturbances, riot, strike, lockout or public disorder.
  1.20.3 War, invasion, act of foreign enemy, hostilities or war like operations or civil war.
  1.20.4 Mutiny, military uprising or usurped power, martial law or state of siege
  1.20.5 Insurrection, rebellion 7revolution.
  1.20.6 Any act calculated to overthrow any Government with force, fear, terrorism or violence.
  1.20.7 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.
1.21 Mysterious disappearance or parting of possession as a result of fraud or false pretense.
1.22 Destruction of the horse as ordered by government, public or local authority, any other person with jurisdiction due to contagious disease.
1.23 Racehorses and Bloodstock in racing or training are not covered. Cover shall be provided while the racehorse or bloodstock is not racing or training.
1.24 We shall not be liable for consequential loss or damage except as specifically provided.
1.25 This insurance excludes any loss, damage, cost or expense, directly or indirectly arising out of, contributed to by, or resulting from any Infectious Epidemic. For the purpose of this clause, Infectious Epidemics shall mean the sudden, unexpected, large- scale manifestation of an initially locally contained, infectious disease relating to horses which spreads very rapidly and with great virulence.
1.26 Loss as a result of wear and tear or gradual deterioration.
1.27 Any loss occurring from disease that is notifiable to or controlled by the State Veterinarian, whether the State Veterinarian has been notified or not.
1.28 Any loss occurring from disease, infections and infestations listed by the World Organization for Animal health. https://www.oie.int/animal-health-in-the-world/oie-listed-diseases-2021/
1.29 The use of any drug or treatment not approved for the use on horses.

PERSONAL ACCIDENT

If during the Period of Insurance, the Insured Person or regular rider sustains “Bodily Injury” as defined, We agree to pay to You or Your Estate or Your Legal representative the Compensation stated in the Schedule.

DEFINITIONS:

For purposes of this Section the following words and phrases shall have the meaning as assigned to them hereunder:

BODILY INJURY: Identifiable physical injury which:

- is sustained by You during the Period of Insurance.
- is caused by an Accident, and
- solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions Your Death or Disability within 24 months from the date of the Accident.

ACCIDENT: a sudden, unexpected, specific event which occurs at an identifiable time and place during the Period of Insurance, but shall also include starvation, thirst or exposure to the elements resulting from a mishap to a conveyance in which You are travelling. This shall also include insect, spider or animal bites other than those causing Malaria.

PERMANENT DISABILITY: Those disabilities set out under the Permanent Disability scale in the Schedule of Compensation herein.

CAPITAL BENEFIT: The maximum sum payable to any one Insured Person.

TERRORIST ACTIVITY: Means an act, or acts of any person, or group(s) of persons, committed for political, religions, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear. Terrorist activity can include, but not limited to the actual force or violence and/or the threat of such use. For the purposes of this Insurance it is noted that any sporting activity shall not be classed as an occupation.

GENERAL CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

This Policy will be governed by the laws of the Republic of South Africa, whose courts alone shall have jurisdiction in any dispute arising hereunder:

1. If You or the Insured Person makes any statement which is inaccurate or if he fails to disclose information material to the assessment of this risk, he may forfeit all or part of his right for Compensation or the Insurance may be cancelled.
2. Premium is payable on or before the inception date or renewal date as the case may be. The Underwriters shall not be obliged to accept premium tendered to it or any intermediary after such date but may do so upon such terms as it, in its sole discretion, may determine.
3. Any amendment to the Insurance must be evidenced in writing.
   Notice must be given to the Underwriters in writing as soon as practicable of any occurrence which may give

rise to a claim under this Policy, but in any event within 180 days of such occurrence failing which the claim will prescribe.

4. After incurring Bodily Injury for which Compensation may be payable under this Policy, You or the Insured Person shall, as early as possible place himself under the care of a duly qualified Medical Practitioner and when reasonably required by Us to do, submit to medical examination, and undergo any treatment specified. We shall not be liable to make any payment unless this Condition is complied with to their satisfaction. We shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or willful neglect or failure of You or an Insured Person to seek and remain under the care of a qualified member of the medical profession. All certificates, information and evidence required by the Us shall be furnished in the form prescribed and without expense to the Underwriters. You shall submit to medical examination on behalf of and at the expense of the Us as often as shall be required in connection with any claim.
5. No sum payable under this Policy shall carry interest.
6. You and/or the Insured Person shall take all reasonable precautions to prevent Accidents and to comply with all statutory requirements and regulations.
7. This Policy is not assignable. Compensation shall be payable only to You, whose receipt shall effectually discharge Us.
8. Where You dispute the rejection of his/her claim or cancellation of the policy, You must make Representation to Us in respect of the decision within 90 (ninety) days of such rejection or cancellation Letter. Thereafter, You must take legal action by way of the service of summons against Us within 9 (nine) months, failing which You will forfeit his/her claim and no liability can arise in terms of such claim.
9. This Policy may be cancelled at any time by Us giving 30 days' notice in writing (or such period as may be mutually agreed) or by You giving immediate notice. From the date of cancellation, You shall be entitled to a refund premium pro rata for the unexpired Period of Insurance, unless a claim shall have been paid or is outstanding at the time of cancellation.
10. This Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure by or on Your behalf or the Insured Person on any particular material fact to this Insurance.
11. If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by You or anyone acting on his behalf to obtain any benefit under this Policy the benefit, there under shall be forfeited.
12. If any claim under this Policy is as a direct result of You participating in any activities for which he may be prosecuted in terms of Act 51 of 1977 (Criminal Procedures Act) any benefit due hereunder in respect of such claim shall be forfeited.
13. If the consequences of an Accident shall be aggravated by any condition or physical disability of Yours which existed before the Accident occurred, the amount of any Compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been aggravated.

PROVISIONS:

1. Where amounts recoverable from Us are delayed pending finalization of any claim, payments on account can be made to You, at Our sole discretion on receipt by Us of certification by a medical doctor appointed by the Us.
2. Upon payment of 100% of the Capital Benefit for any one claim in respect of an Insured Person, all cover provided shall be terminated.
3. If Item D.1 of the Schedule of Compensation is covered and an Accident causes the Death of the Insured Person within twenty four months following the date of the Accident and prior to the definite settlement of the Compensation provided for under items D.2 to D.4 of the Schedule of Compensation, there shall be paid only the Compensation provided for in the case of Item D.1 (Accidental Death).
4. All cover in respect of an Insured Person shall cease following such persons 75th birthday.

5 It is warranted that all Insured Persons at the inception and each subsequent renewal of this Insurance are between the ages of 6-74 years and to the best of Your knowledge and belief are in good health and free from physical or mental defect or infirmity.

6. Death Benefit in terms of legislation

6.1	Death benefit in respect of Children under the age of 6 years:	R10, 000
6.2	Death benefit in respect of Children between the ages of 6 to 13	R30, 000
6.3	Children 14 and older:	No Restrictions

SCHEDULE OF COMPENSATION

In the event of Compensation being due under more than one of the benefits referred to hereunder as a consequence of any one Accident the maximum amount payable hereunder shall not exceed 100% in total under the Schedule of Compensation.

The following percentages shall be payable in the event of Accidental Bodily Injury resulting in:

1. Death 100%
2. Permanent Total Disability 100%

SCALE OF PERMANENT DISABILITY:

Permanent and total loss of use of:

1.	Speech	100%
2.	hearing in both ears	100%
3.	one ear	25%
4.	one or more limbs at or above the wrist or ankle	100%
5.	one or both eyes	100%
6.	sight in one or both eyes	100%
7.	four fingers of either hand	70%
8.	thumb, either hand	
•	both phalanges	30%
•	one phalanx	15%
9.	index finger, either hand	
•	three phalanges	10%
•	two phalanges	8%
•	one phalanx	5%
10.	any other finger, either hand	
•	three phalanges	6%
•	two phalanges	4%
•	one phalanx	2%
11.	toes	
•	all on one foot	30%
•	great, both phalanges	5%
•	great, one phalanx	3%
•	other than great, if more than one toe lost, each	1%

Where a Disability is not specifically set out in the Schedule of Compensation, the benefit payable shall be established with reference to those cases which are shown taking into account the generic reduction of capacity to work, independently of the usual occupation of the Insured Person.

EXCLUSIONS:
This Insurance excludes Accidents arising from:

1. suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. the Insured Person whilst being under the influence of or in a state of “intoxication” of any controlling substance unless administered on the advice of a physician (other than the Insured Person and/or any immediate family member) and taken in accordance with the physician’s instructions. The term “intoxication” means having a blood alcohol level concentration (BAC) greater than the statutory limit at the time of the Accident, or the level applicable according to prevailing legislation where the Accident occurs, whichever is the lesser;
3. the abuse of drugs or narcotics unless for medical reasons;
4. caused or contributed by an existing Medical condition, physical defect or other infirmity of the Insured Person;
5. whilst the Insured Person is travelling by air other than as a passenger in a Commercial Aircraft and not as a member of the crew nor for the purpose of any trade or technical operation therein or thereon;
6. whilst participating in any sport as a professional (paid a salary) player or racing of any kind involving the use of any power-driven vehicle, vessel or craft vehicle;
7. due to mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
8. directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired, or may be named, Human Immunodeficiency Virus (HIV and/or any HIV related illness) including derivatives or variations thereof, howsoever caused.
9. whilst participating in any 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 a foregoing;
10. directly or indirectly caused by or contributed to, by, or arising from ionising radiations or contamination by radio- activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;
    Nuclear/Chemical/ Biological Exclusion
11. directly or indirectly caused by, or contributed to by, or arising from the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent;
12. arising directly or indirectly from war, invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power whilst the Insured Person is on active service with the military, naval, air or police services of any nation, and/or any political organisation, provided that this Insurance shall continue to apply in respect of Accidental Bodily Injury sustained independently of such contingencies.
    - 12.1 Asbestos Exclusion
      It is hereby understood and agreed that this policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
    - 12.2 Passive War, Hijacking and Terrorism
      Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that, regardless of any contributory cause(s) this insurance does not cover any claim(s) in anyway caused or contributed by an act of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, an act of

terrorism, military, or usurped power involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.
If We allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon You.

13. whilst the You are driving a self-propelled motor vehicle without being the holder of a legal driver's license.
14. sanction limitation, this policy shall not cover or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, African

EXTENSIONS:

1. Repatriation
Provided that there is a valid Death claim in terms of this Policy We will in addition, pay the reasonable and necessary expenses incurred in the repatriation of the body of the deceased Insured Person to his normal place of residence for burial, up to an amount not exceeding R10, 000.

2. Death Expenses
Provided that there is a valid Death claim, We will in addition, pay the reasonable and necessary expenses incurred in preparing and interring or cremating a deceased Insured Person, including the cost of funeral stonework and urns, up to a maximum of R5, 000.

3. Trauma Extension
In the event of You and/or Your immediate family members being the victim of an Act of Violence by a person or persons unknown to You and being traumatised to the extent that a professional Counsellor is recommended, We will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding R10 000 per Period of Insurance.

CONDITIONS:

Cover in respect of family members is restricted to apply only in respect of this extension.

No cover shall apply under this extension unless the Act of Violence has been reported to the Police and a case number obtained.

The onus of proof for Professional Counselling fees is Yours. You and/or Your immediate family members shall exercise all reasonable precautions to avoid being a victim of an Act of Violence.

DEFINITIONS:

PROFESSIONAL COUNCELLING: means psychological or psychiatric counselling by professional persons registered with the South African Medical and Dental Council, excluding any counselling provided by any immediate family member.

ACTS OF VIOLENCE: is defined as an unlawful act of deadly force or threat thereof on You and/ or Your immediate family members.

4. Disfigurement

The Permanent Disability definition is hereby extended to include Bodily Injury resulting in Permanent Disfigurement of: the head and neck, Provided the total area affected exceeds 20% of the total area of the head and neck.

Benefit	A percentage of the Compensation in direct proportion to the area affected the hands Provided the total area affected exceeds 20% of the total area of the hands.
Benefit	A percentage of the Compensation in direct proportion to the area affected but limited to a maximum of 50% all other areas of the body, Provided the total area affected exceeds 5% of the total area of the body.
Benefit	A percentage of the Compensation in direct proportion to the area affected but limited to a maximum of 50%.

Notwithstanding the Limitations stated in the points above, in the event of serious Permanent Disfigurement, We may, at Our sole discretion, pay You an additional sum which in Our opinion is not inconsistent with the degree of Disfigurement and its consequential Disability.

The benefits payable in terms of the points above shall apply independently and can be cumulative, but Our overall liability for Permanent Disability and Permanent Disfigurement resulting from any one Accident in respect of any one Insured Person shall be limited to 100% of the Compensation provided for Permanent Disability.

5. Claims Preparation Costs

The cover provided by this Policy is extended to include reasonable and necessary costs incurred by You in respect of obtaining relevant documentation requested by the Us in the event of a claim up to a maximum of R5, 000 in respect of any one claim and/or event.

Subject otherwise to the Terms, Conditions and Exceptions of this Policy.

PUBLIC LIABILITY

1. We will compensate You against legal liability up to the limits of indemnity for the payment of damages, legal costs and other expenses and advised to Us during the Policy Period or within 30 days of the policy being cancelled or lapsing, in consequence of:
   - 1.1 Death or bodily injury to any person.
   - 1.2 Damage to property as a result of accident.
   - 1.3 Your use or ownership of any insured horse as listed in the schedule.
   - 1.4 The use or ownership of any insured horse drawn vehicle owned by You and for which You are responsible.
   - 1.5 Your possession or use of any horse trailer.
2. We will also cover:
   - 2.1 Any person permitted to ride Your horse and use Your horse drawn vehicle or horse trailer.
   - 2.2 In the event of Your death, Your legal representative provided such representative observes all terms, conditions, exclusions, limitations and endorsements of the policy.
   - 2.3 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 and such person has not been refused Insurance or any continuance of Insurance.

3 Limit of liability

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

3.2 You will be liable for an amount R1 000.00 excess per insured horse for any one event that gives rise to a claim.

EXCLUSIONS APPLYING TO PUBLIC LIABILITY:

4. We shall not be liable for any loss, damage or liability arising or occurring as a result of the following:

4.1 Load of passengers exceeds maximum weight that the vehicle was manufactured to carry.

4.2 Loss, destruction or damage of property belonging to You, a member of the Your family, person in your employ or person given use of such property.

4.3 Goods or products (including containers and labels) sold.

4.4 Fines, penalties, punitive, exemplary or vindictive damages.

4.5 Damages in respect of judgements delivered, awarded or settlements made within North America.

4.6 Liability consequent upon injury or damage arising out of Your deliberate disregard of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.

4.7 Any liability of whatever kind arising from any pollution inclusive of the cost of nullifying or cleaning up of the pollution

4.8 Liability from any arc or flame cutting, flame heating, arc or gas welding or any similar operation in which any kind of welding equipment is used will be restricted to R200,000 for any one event as well as per policy period.

4.9 In the event of cancellation or non-renewal of the policy, You may report an event to Us for up to 30 days after cancellation or non-renewal, provided such event occurred during the period of insurance.

4.10 We will indemnify You for all reasonable expenses incurred by You for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by You in terms of this section.

4.11 Gratuitous advice arising out of technical information or advice given in connection with Your Equine business.

4.12 Any liability arising from spread of fire is restricted to the amount as shown on the Schedule for any one event as well as per policy period.

4.13 Damage to fences or crops caused by Your horse.

4.14 Servicing or attempted servicing of a mare by a stallion.

4.15 Loss, damage or liability if You are entitled to a claim under the Road Accident Fund Act or such similar legislation.

4.16 From a claim arising from an event which is known to You but is not reported to Us.

4.17 From an event which occurred prior to the inception of this policy.

4.18 For a claim occurring during the Policy Period made 30 days or more after cancellation or expiry of this policy.

4.20 For straying horses if You do not have adequate and reasonable fencing and gates to control the free movement of Your horses.

RIDING EQUIPMENT COVER (ALL RISKS BASIS)

1. We shall indemnify You in respect of loss or damage to Your property by any cause not excluded anywhere in the World.

1.1 Where Your Property consists of a pair or set, We will not compensate You for more than the value of any particular portion which may be lost or damaged.

1.2 Should We agree to settle the claim by means of a cash settlement then such cash settlement shall not exceed the amount for which We could have settled the claim if We had elected to repair or replace the item.

2. We will not be liable for:
   2.1 Property Insured lost from an unattended motor vehicle unless the Property insured was concealed in a locked boot or compartment forming part of a locked vehicle and there is evidence of violent and forcible entry into the vehicle and subject to a limit of R10,000 any one claim.
   2.2 loss or damage caused by:
      2.2.1 by vermin, moths or gradually operating causes;
      2.2.2 during any process of cleaning, dyeing or renovating;
      2.2.3 by confiscation or detention by any process of law;
      2.2.4 by or attributable to defective design, specification, construction or material;
      2.2.5 by latent defect or lack of maintenance.

   Excess: 5% minimum R750.00

BUGGY COVER

1. For this section a buggy (including its permanent fittings) shall be a vehicle without means of self- propulsion, designed to be pulled by a trained horse.
   1.1 If the buggy or any part of it is lost or damaged, We will at our own option indemnify You by paying for its repair by a repairer acceptable to Us or replacement or the amount of the loss or damage less the first amount payable. If the buggy is the subject of an instalment sale or lease agreement, any money due to You will be used first towards the repayment of the debt under the agreement. The receipt by the owners referred to in the agreement will be a complete discharge to Us for the repayment.
   1.2 The maximum amount payable by Us will be the limit of indemnity stated in the schedule or the reasonable market value of the buggy at the time of loss or damage whichever is the lower, less the first amount payable.
2. Protection and repair

   If insured loss or damage occurs:
   2.1 We will pay the maximum of R1000 in respect of towing, storage, protection and removal of the buggy to the nearest repairer.
   2.2 You may authorise repairs to the buggy up to R1 000 without Our consent provided a detailed quotation is given to Us as soon as practicable after repairs have been carried out.
3. Delivery after repair

   After repair We will pay the reasonable cost of delivering the buggy to the Insured's address in the Republic of South Africa.

SPECIAL EXCLUSIONS

1. Loss or damage to the buggy We will not be liable for:
   1.1 depreciation, gradually operating causes, wear and tear, mechanical or electrical breakdown failure or breakage;
   1.2 damage to wheels unless some other part of the buggy is damaged at the same time or unless such damage is caused by thieves or persons with malicious intent.
2. Liability to third parties We will not be liable for:
   2.1 death of or bodily injury to:
      2.1.1 a person being carried in the buggy;
      2.1.2 a member of the Insured's family normally resident with You;

2.1.3 an employee, other than domestic staff, of You or the Your family who is killed or injured in the course of such employment;

2.2 damage to property:

2.2.1 belonging to or held in trust by or in the custody or Your or Your family's control;

2.2.2 Being carried in the or on the buggy;

2.3 so much of any compensation provided or insurable in terms of any Road Accident Fund;

2.4 death of or bodily injury or damage to property whilst the buggy is being towed;

2.5 more than R1 000 000 including costs and expenses for any one accident or series of accidents arising out of one event.

Excess: 5% minimum R750.00

HORSE BOX COVER

We agree that, subject to the following terms, conditions and exclusions of the Policy, We agree to indemnify You against loss of or damage occurring during the Period of Insurance within South Africa to the insured property specified in the Schedule of Insurance, such property belonging to you, up to but not exceeding in the sum insured as stated in the Schedule of Insurance, such sum insured not to exceed the purchase price of the item.

Replacement
We will be entitled at Our sole discretion to replace or repair or pay for any item or any part thereof lost or damaged whether wholly or in part.

Basis of settlement
In the event of the total loss or destruction of any article the basis of settlement will be the cost of replacing the article on a replacement value or like for like basis, the sum insured not exceeding the purchase price, and that You incur the cost of replacement.

Underinsurance
Average shall apply

Repairs after loss
After loss or damage by any insured event you may authorise repairs to the insured horse box up to R2 000, provided an invoice is sent to the insurer as soon as possible.

Protection and Repair
We will pay the maximum of R2 500 in respect of towing, storage, protection and removal of the horsebox to the nearest repairer. You may authorise repairs to the horsebox up to R2 500 without our consent provided a detailed quotation is given to us, as soon as practical after repairs have been carried out.

Excess

Horsebox	5% of claim minimum R750
Theft of wheels and tyres	10% of claim minimum R150.00

Conditions
Your horse box must be kept in an enclosed fenced off area. The wheels of your horse box must be fitted and secured with locknuts or lock bolts designed to prevent theft of the wheels.

Exclusions

We will not cover You for any claim that You may make which directly or indirectly arises out of or is as a consequence of or is contributed to by:

1. Loss or damage caused by damp, mildew, oxidation, moth, vermin, any gradually operating cause, wear and tear or mechanical or electrical faults or breakdown.
2. Damage or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation.
3. Loss by delay, or consequential loss of any kind.
4. Breakage of glass, unless such breakage is caused by burglars, thieves, fire or impact damage.
5. Damage to tyres that occur by the application of brakes, by punctures, bursts or road cuts.
6. Loss or damage from Your premises by theft or any attempted theft, unless following forcible and violent entry to, or exit from the said premises. (Please refer to conditions above).
7. Loss covered by any compulsory statutory motor insurance cover and or any third-party liability cover.

LIABILITY TO THIRD PARTIES

Defined events

Any accident caused by or through or in connection with any insured vehicle or in connection with the loading and/or unloading of such vehicle, against all sums including claimant's costs and expenses which You and/or any passengers shall become legally liable to pay in respect of liability arising from the ownership of a trailer, provided We shall not be liable for damage to the towed trailer nor to property therein or thereon.

1. Exceptions to 3rd parties
   We shall not be liable under this section in respect of:
   - 1.1 death of or bodily injury to:
     - 1.1.1 a member of Your family normally resident with You;
     - 1.1.2 any person being carried in or on the trailer
     - 1.1.3 an employee who is killed or injured in the course of such employment;
   - 1.2 damage to property:
     - 1.2.2 being carried in the trailer
   - 1.3 any claim or liability that:
     - 1.3.1 is prohibited, limited or covered in terms of the Road Accident Fund Act 56 of 1996 (as amended or replaced) or any similar legislation;
     - 1.3.2 is caused, sustained or incurred outside the borders of South Africa.
2. General Exceptions
   - 2.1 We will not be liable for loss, damage, injury or liability arising while the Vehicle which is towing the trailer is being driven or used:
     - 2.1.1 by You while under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
     - 2.1.2 by any other person You know or could reasonably suspect to be under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
     - 2.1.3 by You or by any other person with Your permission who does not hold a current licence to drive the Vehicle irrespective of where the Vehicle is being driven;
     - 2.1.4 by You or by any other person with Your permission who holds a learner's license but who is not complying with the applicable legislation;
     - 2.1.5 in a condition which does not comply with the provisions and regulations of the National Road Traffic Act No 93 of 1996 or any similar legislation and which as a result thereof contributes or causes to the loss, damage, injury or liability;

2.1.6 by any person who is in possession of a license that has been endorsed or cancelled, whether the endorsement or cancellation is on the license or with the authorities, or who has been convicted of negligent or reckless driving within three years from the date of the accident unless We have agreed to provide the cover in writing;

2.1.7 to convey explosives or other hazardous goods such as nitroglycerine, dynamite, chemicals, compressed gasses, gasses in liquid form, hazardous waste or liquid petroleum;

2.1.8 outside the territorial limits of Botswana, Lesotho, Malawi, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe.

2.2 We will not be liable for any claim or liability:

2.2.1 arising out of contract;

2.2.2 caused by theft arising from fraudulent devices or means;

2.2.3 arising from consequential loss;

2.2.4 following any exchange or sale transaction (whether complete or incomplete) including theft through false pretences or fraud.

3. Special Exceptions applicable to trailers

3.1 These exclusions are in addition to the General Exclusions.

3.2 We will not be liable for any loss, damage, injury or liability while the Trailer:

3.2.1 is being used other than for social domestic and pleasure purposes.

3.2.2 Is not being towed by a Vehicle that is suitable and equipped to tow the Trailer.

CONDITIONS APPLYING TO THE ENTIRE POLICY

1 You must take all reasonable precautions to prevent loss, damage, accidents and the incurring of legal liability.

2 We shall not be liable to You for any loss, damage or bodily injury deliberately caused by Yourself or any person acting in collusion with You.

3 You must take reasonable steps to prevent further damage or loss following an Insured Event.

4 You must not accept liability or agree payment or indemnity with a third party under any circumstances. If You do, We may refuse to indemnify You.

If We deny liability or rejects any claim made or void Your policy or should the You dispute the amount of any claim made, then You have 90 days from the day the Insured is first informed of the outcome to make representations to the Insurer. The Insured's representations must be submitted in writing to:

The ONE Claims and Legal Division
Postnet Suite 221,
Private Bag 75, Bryanston, 2021
Tel: 0861 266 562
Email: claimsappeal@one.za.com

Alternatively, the Insured may contact:
The Ombudsman for Short Term Insurance
PO Box 32334, Braamfontein, 2017
Tel: 011 726 8900 Fax: 011 726 5501 Email: info@osti.co.za

5 If Your dispute is not resolved to their satisfaction, then You may institute legal proceedings against Us by way of service of a summons. Summons must be served on Us within 270 days of the original letter of rejection or voidance failing which Your claim against Us will be forfeited and will become time barred.

6 The Insurer shall not be liable for any claim after 360 days have expired from the date of loss unless the claim is the subject of a pending court action between the Insurer and the Insured or is in respect of a claim for sums for which the Insured may become legally liable to a third party.

7 If the loss, damage or liability is covered by any other insurance, the Insurer will not pay more than their rateable proportion of the claim. This does not apply to Personal Accident cover.

8 The Insured shall not be indemnified more than once in the event that the cover for the claim is provided by more than one section in this Policy.

9 In the event of a claim as a result of theft or attempted theft, the authorities must be informed within 48 hrs.

10 In the event of a claim, the balance of the annual premium becomes due and will be deducted from the settlement amount.

11 Settlement by the Insurer of a claim will discharge the Insurer for such Loss or Damage.

12 We shall not be liable for more than the sum insured as stated on the Schedule or the Insured Value.

13 You may cancel this Policy immediately at any time, but it must be given to Us in writing If You wish to vary the cover of the Policy then the variation will only be effective once We have agreed to it and advise You in writing.

14 We may cancel or change the terms of the Policy, but We will give You 30 day's written notice by fax, post or email to Your last known address.

15 Premiums are payable in advance. There is no grace period for the first month of cover so if We do not receive the first premium payment for the month of inception for a monthly or a non-monthly Policy then the Policy shall be void from the inception date.

- 15.1 Your monthly premium must be paid on the due date which is the first day of every month.
- 15.2 If We do not receive the premium by the first day of the month, we will grant You an additional 15-day grace period (this does not apply to the first month) within which to make payment.
- 15.3 In the event that the premium is not paid during the 15-day grace period then the Policy shall be automatically cancelled without further notice to You
- 15.4 Should the Insured have a claim in the grace period then the Insured shall be covered on condition that the Insured makes payment of the outstanding premium within the 15-day grace period failing which the Insured shall not be covered.
- 15.5 If, according to the Schedule, this Policy is a non-monthly Policy (such as an annual Policy or a quarterly Policy) then:
  - 15.5.1 if the Insurer has not received the payment by the due date then You will be afforded a grace period of 15 days within which to make payment of the premium(this does not apply to the first payment for the first period of cover) failing which the cover shall be cancelled which cancellation shall be effective from the due date for making such premium payment.
  - 15.5.2 the Policy may be renewed on the renewal date only if the Insured pays the premium on or before the due date for the payment of the premium
  - 15.5.3 in the event of a total loss the Insurer shall deduct the unpaid premiums from any claim settlement amount.

16 If a claim made under this Policy:

- 16.1 is in any respect fraudulent or fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy, the entire claim shall be forfeited.
- 16.2 has been inflated or information has been provided in connection with the claim that is not true, the entire claim shall be forfeited, and We will not be liable in respect of the claim. You shall furthermore be liable to repay to Us all amounts that We have paid out to You previously in respect the claim.

17 You acknowledge and accept that the sharing of any relevant information i.e. credit checks, claims history etc, may be performed to assess risk.

18 Information provided by You may be verified and You agree to disclose any relevant information required by Us.

19 We may elect to settle any claim for lost, stolen or damaged property by repairing or replacing such item.

20 Claims payout will be authorised once We are in receipt of a signed 'release form' from You.

21 The client must have an insurable interest in the horse or item insured, i.e. You stand to lose financially if the said event takes place.
22 If any terms, conditions, notes, or warranties are not complied with, claims made will not be payable.
23 You will be responsible for any excesses payable if applicable.
24 This policy is subject to the jurisdiction of courts in the Republic of South Africa.
25 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.
26 We shall not be liable for any claim arising out of contractual liability, unless the liability would have existed without a contract.

CLAIMS PROCEDURE – ALL RISK MORTALITY COVER
(Burden of proof rests with the Insured)

On the happening of any event which may result in a claim under this policy, the Insured shall, at their own expense

1. Give notice thereof to the Company no later than 24 hours (twenty-four hours), from the discovery of the event by telephone and confirm via email to your appointed Broker. Should you not be able to get hold of your Broker for any reason please notify the following person:
   Elzane Maritz
   079 999 3288
   Elzane.m@one.za.com

2. Immediately arrange for a licensed Veterinarian to conduct a post mortem of the Insured Horse. A Postmortem is required for each and EVERY claim. Please submit typed out Post Mortem from Vet. The Post Mortem report must confirm identity of the Insured horse by photograph or scanned microchip number.
3. Immediately arrange for a licensed Veterinarian to provide pathology reports as necessary.
4. Submit full details in writing immediately and no later than 24 hours after the event, together with photographs of the carcass.
5. In the event of humane destruction, the claims procedure as set out above must be adhered to, and in addition the licensed Veterinarian must submit a written report to confirm as to why no course of treatment would be effective and why the animal was not save able.
6. Should the carcass be too decomposed to ascertain a cause of death, this will result in no claim entertained.
7. NO POST MORTEM = NO CLAIM
8. The company reserves the right to request a second opinion should it be deemed necessary and in such circumstances will appoint a licensed Equine Veterinarian who is to perform the procedure/post mortem.
9. The Veterinarian attending the post mortem, must confirm the identity of the deceased horse. This will be done by confirming a microchip number, taking a photograph or by providing a sketch of whorls and markings as per passport. These details must be included in the Post Mortem report.
10. Costs for Postmortem/pathology/necropsy reports for Insured's account.

CLAIMS PROCEDURE – LOSS OF USE
(Burden of proof rests with Insured)

In the event of a claim under the Loss of Use Extension, the following is required:

1. Written confirmation of the diagnosis from Licensed Veterinarian.
2. Written confirmation of any treatment provided by Licensed Veterinarian.
3. Written confirmation from Licensed Veterinarian stating that the Loss is as a result of an External, Accidental injury, which will result in a permanent Loss.
4. Full details from Insured on original injury and under what circumstances it occurred.
5. Photographs of the external accidental injury

DEFINITIONS OF PERMANENT/ACCIDENTAL/EXTERNAL:

PERMANENT	means lasting or intended to last or remain unchanged indefinitely.
ACCIDENTAL	means essentially something that occurs unexpectedly, unintentionally or by chance.
EXTERNAL	means acting or coming from the outside.

PLEASE NOTE ALL COSTS RELATING TO THE ABOVE REQUIREMENTS ARE FOR THE INSURED'S ACCOUNT.

CLAIMS PROCEDURE

EMERGENCY VETERIINARY COVER & EMERGENCY SURGERY COVER

In the event of a claim under the Emergency Veterinary or Emergency Surgery extensions, the following is required.

1. Diagnosis by attending vet.
2. Details of procedure/surgery to be performed.
3. Confirmation from attending vet that the procedure/surgery was lifesaving.
4. Confirmation from the attending vet, that the horse was treated in an Equine hospital. If the horse was not treated in an equine hospital, the attending vet must give reasons why not.
5. Detailed invoice for re-imbursement.