

SECTION I-PET INSURANCE ANNEXTURE

It is hereby declared and agreed that the cover provided by this Policy is extended to cover Pet Insurance as outlined below.

1. SCOPE OF COVER

The Company agrees (subject to the terms and conditions contained herein or endorsed thereon) to indemnify the Insured in the event of accidental death loss to the pets specified in the Schedule, as caused by internal and external injury by moving or falling objects on location or in transit, lightening, calving complications, fire, windstorm poisonous bites, Diseases of terminal nature or Emergency Slaughter on a vets advice, epidemics and theft with use of force during the period of this insurance.

2. PERIOD OF INSURANCE

The insurance afforded by this Policy shall take effect at the commencement date and shall remain effective up to and including the expiry date as set out in the Schedule.

Any extension of the period of insurance shall be subject to the prior written consent of the Company.

3. SUM INSURED

The basis of determination of the sum insured for this insurance shall be as set out in the Schedule.

4. ANNUAL AGGREGATE LOSS LIMIT

Unless agreed otherwise by a specific endorsement, the aggregate liability of the Company under all this section of the Policy shall not exceed the amount stated in the pet insurance schedule during the period of the Policy.

5. LOSS EVENT DEFINITION

This Insurance shall cover losses during the period of insurance arising out the following perils:

5.1 ACCIDENT

Accidental death due to lightening, internal and external injury, fire, windstorm, snake bites flooding and any other sudden, unplanned and unexpected event occurring on the Location or within 20 Kilometer range from the Location, not under the control of the Insured, resulting in death of the insured Pet. Transit of animals beyond the limit is subject to notification to the Insurer where conditions and exclusions shall apply.

5.2 DISEASE

Is the presence of a pathogen or a number of pathogens which have a causative relationship to the mortality of the insured Pet as demonstrated either by their (its) isolation and identification or reasonably assumed following histological or pathological examination of dead Pet and certification by a recognized disease expert. Disease as caused by negligence, poor husbandry practices or failure to adhere to vaccination programs as recommended by the veterinary office are not payable under this policy. In respect of losses attributable to diseases as defined, indemnity for a new claim from the same cause will only be payable if the Insured can demonstrate that the level of mortalities has returned to that which was experienced in normal farm operations before the outbreak.

5.3 EMERGENCY SLAUGHTER ON MEDICAL GROUNDS

With respect to loss due to emergency slaughter it is a condition precedent to liability that

- a qualified veterinary officer, shall first have given a confirmation that the suffering of the animal is incurable and therefore immediate destruction is imperative, or
- a governmental order to slaughter animals due to an epidemic disease outbreak exists and has been issued by the local competent authority.

5.4 BUGLARY

The company hereby agrees to indemnify the insured (subject to the Deductible specified in the schedule) in the event of loss by theft accompanied by visible forcible and violent entry into or exit out of the premises housing insured pet or loss arising from attempted entry with intend to commit theft or due to hold-up (excluding cattle rustling)

5.5 EPIDEMIC

An outbreak of a particular disease as reported by the Ministry of livestock with potential of causing mass mortality in pet within defined geographical region. No claim is payable under this policy if the government compensates the farmer from the epidemic. Should the cash compensation paid by the government be less than the actual claim payable then the company will indemnify the insured for the difference between the actual claim payable and the cash compensation received from the government. The company shall decline all new covers upon declaration of an epidemic until cancellation of such directive by Ministry of pet.

5.6 TRANSIT OF ANIMALS

Notwithstanding anything herein contained to the contrary, it is hereby declared and agreed that the insurance under this policy shall subject to conditions, exceptions and exclusions extend to cover transit of animals. For the purposes of this extension, transit shall mean transportation of animals from the sellers' farm to the buyers'(Insured) farm which shall not exceed 250 Kilometres. Any transit beyond the distance limit shall require review of insurance terms by the Company. Before any transit takes place Heritage must be notified 3 days prior to the transportation

5.6 LOCATIONS COVERED

Insurance is provided only for the Location(s) specified in the Schedule.

6. DEFINITIONS

6.1 AGE

The Age indicated does include the respective birthday (e.g. "above 1 year and up to 5 years old" means that the 1st as well as the 5th birthdays are included respectively covered).

6.2 DEDUCTIBLE

The Insured shall first bear an agreed percentage of the value at risk at the time of loss at the insured Location as specified in the Schedule on each and every loss caused by any insured peril and the Company shall only be liable for any amount in excess of the said first loss amount.

6.3 FIRE

A fire caused by combustion and accompanied by flames, which occurs outside a hearth and which is capable of spreading under its own force.

6.4 GOVERNMENTAL PAYMENTS – INTENTIONAL SLAUGHTER

Loss or mortality owing to Intentional Slaughter and/or ban on movement of Pet, by the orders of the central or local government, notably taken as sanitary measures in accordance with regulations and legislation on contagious diseases. The company must be notified in writing or by telephone of such indented slaughter and expressly agreed in writing to the destruction of the insured animals.

However, a copy the original written order of the respective government authority issuing such an order must be supplied immediately to the Company.

No claim under this Policy shall be payable if such destruction is accompanied by a cash compensation by the government or a competent local authority. Should the cash compensation paid by the government or competent local authority verifiably be less than the actual claim payable then the Company will indemnify the Insured for the difference between the actual claim payable and the cash compensation received from the competent local authorities.

6.5 EACH AND EVERY LOSS

(1) In case of an accident, the words "each and every loss" shall mean the aggregate of all individual losses arising from a set of related circumstances, determined in light of time and arising from a common cause.

(2) In case of diseases, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the disease limited to a period of sixty (60) consecutive days, or for an outbreak limited to the date the relevant authority lifts the last restriction order.

Further, it is understood and agreed that for losses arising out of the same disease or virus, any one "loss occurrence" shall be deemed to mean one outbreak or series of outbreaks attributable to one and the same type of disease or series of outbreaks attributable to one and the same type of disease, strain or virus.

(3) In case of fire and fire following lightning, the words "each and every loss" shall mean the aggregate of all individual losses arising out of and directly occasioned by a single source of ignition for fire losses and include all losses arising out of the same fire until it is fully extinguished.

In case of flood, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the same flood until the ground surface is reasonably clear of water.

In case of windstorm, "each and every loss" shall mean the aggregate of all individual losses arising out of and directly caused by the windstorm limited to a period of 72 consecutive hours. The Insured may choose the date and time when any such period of consecutive hours commences and if any windstorm is greater in duration, the Insured may divide that loss into two or more loss occurrences provided no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured by that windstorm.

6.6 PET

Is the total of Dogs or Cats that are held/reared by the Insured at the location specified in the schedule.

6.7 LOCATION

Indicates the place where the Pet is kept and tendered for.

6.8 LOSS OCCURENCE

Loss occurrence is defined as any one loss or series of losses arising directly from the same cause and which occur during the same period of time and in the same area resulting in the death or slaughter of two or more animals.

6.9 SMOKE

Damage caused by smoke, necessitates an antecedent fire. Where there is a fire it is common to find smoke damage from the fire, even though the particular item is not damaged by the actual fire at all.

6.10 PET IDENTIFICATION

All pet admitted under this policy shall be clearly identified using an agreed upon method.

6.11 VALUATION CHART

Shows the values and identity numbers of the Pet at different growth stages. The values are the agreed values as per the Age of the Pet for the forthcoming insurance period as declared by competent Veterinary officer or from the local government office.

6.12 WINDSTORM

Wind with a speed of at least 75 km per hour (equivalent of Beaufort scale wind force 9), measured and recorded at the nearest official meteorological station.

7. EXCEPTION TO SECTION H

This Policy does not cover (unless expressly agreed to by the Company and specifically stated in the Schedule) death directly or indirectly due to or arising out of or resulting from:

7.1 DEDUCTIBLE

7.2 ANIMAL SHOWS AND EXHIBITIONS

This insurance does not cover any animals at shows and/or exhibitions. However upon request Heritage will grant Show & exhibition cover including transit to and from exhibition events.

7.3 WILLFUL MISCONDUCT

Malicious or willful injury or neglect, overloading, unskillful treatment of animals for purposes other than those stated in the Policy without the written consent of the Company.

7.4 ACCIDENTS BEFORE COMMENCEMENT

Accidents occurring and/or diseases contracted prior to the commencement date of the Policy.

7.5 FAMINE OR MALNUTRITION

This insurance does not cover loss or mortality of pet due to lack of feeds or feed supplements as may be occasioned by drought situation.

7.6 MANUFACTURED FEED POISONING

Loss or mortality of Stock attributable to feed poisoning, feed related diseases or feed related loss of market value caused by inappropriate formulation or inappropriate storage of the feed at the Insured's Location.

7.7 MEDICATION

The administration of any medication unless by a qualified veterinary officer (or experienced personnel directed by him/her) or administration of any medications with therapeutical chemicals which are not registered for the disease(s) of the insured animals.

7.8 NUCLEAR POLLUTION

Accident, loss, destruction, damage directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or, the radioactive toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.

7.9 CULLING

Understood as the deliberate elimination of un-productive animals.

7.10 WAR AND TERRORISM

i) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, political riots, strikes, sabotage, terrorism.

For the purposes of this Policy, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or of putting the public or any section of the public in fear.

In any action suit or other proceedings where the Company alleges that by reason of this definition a loss, damage, cost or expense is not covered by this Policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured. In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- ii) Confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter.

7.11 Political Risks

The following shall be excluded from this Policy, Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
2. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
3. Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
4. Any public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder in respect of Political events only.
5. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
6. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 4 and 5 above.
7. Plundering, looting, war pillage in connection with riots and/or civil commotion. For the purposes of clauses 4,5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out or strike shall not be excluded. In any action, suit or other proceeding in which the Insurer alleges that by reason

of these provision any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured

7.12 OTHER CAUSES

- i) Unlawful removal of animals;
- ii) Mysterious disappearance or escape;
- iii) Impotence and sterility;
- iv) Inadequate milk yield;
- v) Hereditary defects and hereditary diseases;
- vi) Induced Abortion
- vii) Treatment costs;
- viii) Breakdown of water pumps and/or shortage of water;
- ix) Costs incurred by the fire brigade, police or other emergency services;

7.13 CONSEQUENTIAL LOSS OF ANY KIND

This insurance does not cover consequential loss of any kind unless otherwise agreed in writing by Company.

8. SPECIAL CONDITIONS TO SECTION H

The compliance with the following requirements is a condition precedent to any liability of the Company:

8.1 GOOD MANAGEMENT PRACTICES

At the commencement of this insurance, all Pet must be free from diseases whatsoever.

The Insured shall practice due diligence in the husbandry, provide proper care and comply with all local legal requirements for the Pet insured under this policy so as to minimize, diminish or avoid any loss or damage.

The required and recommended vaccination programs have to be followed.

The Insured is required to keep written records of his husbandry activities and herds kept on the insured farm during the whole insurance period.

All animals shall be clearly identifiable with an ear tag when entering the insurance.

8.2 CHANGES IN HERD SIZE / UNDERINSURANCE

The Insured is obliged to inform the Company of any changes in numbers of the Pet covered exceeding 5% of total number of animals per farm. The right to reduce any compensation in the event of underinsurance is reserved.

9. CONDITIONS APPLICABLE TO SECTION H

9.1 IDENTIFICATION

This Policy, the Schedule and the proposal form and/or underwriting questionnaire (which all form an integral part of this Policy) shall be read together as one contract, and words and expressions to which specific meanings have been attached in any part of this Policy, the Schedule or the proposal form shall bear such specific meanings wherever they may appear.

9.2 CONDITIONS PRECEDENT TO LIABILITY

It is a condition precedent to the Company's liability that the following conditions have been fully complied with:

- a) It is the Insured's duty to provide sufficient and proper food, water and shelter, shall keep secure all fences, wards, sheds and stables and shall at all times and to the best of his knowledge and ability, use and exercise every due and proper precaution and safeguard against loss or danger of loss under this Policy, the intent and meaning of this condition being that the insured Pet shall have the same care and attention as when not insured. The Insured shall keep proper records of all his activities relating to the care of the Pet (like e.g. daily stock and mortality record, production, medication/vaccination, incidence of diseases, purchase and sales).

All Pet must be vaccinated according to the vaccination program outlined by the Veterinary department at prescribed times against prevailing and common diseases. All vaccinations need to be in compliance with state of the art practice and the necessary veterinary certificates need to be supplied to the Company. The Insured has to comply with all hygiene measures typically applied in Pet farming and/or recommended by the national and/or regional veterinary services..

- b) It is the duty of the Insured that the administration of any medication and/or vaccination is done by a veterinary officer (or experienced personnel directed by him/her) and that all medical treatments and vaccinations are registered for the use on respectively for disease(s) of the insured Pet.

9.3 MISDESCRIPTION

This Policy shall be made void ab initio in the event of any serious misdescription and/or misrepresentation and/or failure to disclose any material fact known to the Insured and crucial for the Company in estimating the risk. In such an event all premium received by the Company shall be returned to the Insured and the Company shall not be liable for any losses whatsoever.

9.4 PREMIUM CALCULATION AND PAYMENT

Premium shall be calculated by application of the agreed premium rate to the sum insured as derived from the veterinary valuation report. The premium shall be paid immediately after declaration.

9.5 PET EXCLUDED FROM INSURANCE

All Pet suffering from defects, ailments, injury, illness or diseases are not insurable. Every insured animal must be in sound and in perfect health and free from any injury at the time of the proposal for insurance, or for any renewal, addition or substitution and must also remain sound and be in perfect health and free from injury at the time of payment of the premium or balance thereof.

9.6 AUTOMATIC INCLUSIONS AND DELETIONS CLAUSE

Notwithstanding anything in the within Policy contained to the contrary and subject to the Premium Warranty Clause, it is hereby understood and agreed that the indemnity granted by this Policy shall automatically cover additional animals with effect from the date of acquisition provided that notice of such addition be advised by the Insured within seven (7) days of the date of such addition and the appropriate additional premium, pro-rated until expiry shall become payable accordingly. Deletions of animals will be handled in a similar manner, effected from date of disposal or sale and refund premium pro-rated for unexpired term of insurance shall become due to the Insured.

9.7 INSPECTION

The Insured shall permit any authorized representatives of the Company at all times to inspect the Pet hereby insured and the Locations of the Insured where the animal are kept and the Insured shall furnish any information which they may require and shall comply with all reasonable regulations and directions from time to time made/given by the Company.

9.8 LOSS REPORTING AND CLAIMS PROCEDURE

In the event of accident and/or disease, the Insured shall, at his own expense, within twenty-four (24) hours obtain the services of a qualified veterinary personnel and cause the Pet to be properly treated.

In the case of accident, disease and/or death the Insured shall immediately, but in any case not later than 4 days, give notice thereof to the Company which has issued the Policy.

- a) A claim in writing for the loss containing as particular an account as may be reasonably practicable of all the Pet lost, and of the amount of the loss therein respectively, having regard to their value at the time of the loss.
- b) The Insured shall also at all times at his own expense, produce, procure and give to the Company such information accompanied by such post mortem reports and satisfactory proof as to identity, together with all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of loss, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a claim and of any matters connected thereof.
- c) In case of death unless due to highly contagious zoonotic disease like Anthrax, and Rabies the claim report shall be accompanied by photograph of the ear with the ear tag still intact and the ear tag numbers clearly visible.

9.9 POST MORTEM EXAMINATION

The Insured shall, at his own expense, procure immediate post mortem reports from the available veterinary services (Qualified surgeon) or other qualified veterinary personnel agreed upon by the Company. In cases where immediate post mortem service is not available, the Insured shall take immediate steps to conserve the carcass unless the Company gives prior agreement to dispose of the carcass.

9.10 EARNED PREMIUM FOLLOWING LOSS

In the event of a claim hereunder, the Company shall have earned 100% of the provisional premium and all outstanding premiums shall be deducted from the indemnifiable amount.

9.11 CANCELATION

This section may be cancelled by the Insured, by written notice to Heritage Insurance and thereafter the cancellation shall be effective. This section may be cancelled by Heritage by written notice to the insured of not less than sixty (60) days. The mailing of notice shall be sufficient proof of notice. The time on risk premium shall be calculated on short term period

Period	Scale
1 month but not exceeding 2 months	30% of annual premium
2 months but not exceeding 3 months	40% of annual premium
3 months but not exceeding 4 months	50% of annual premium
4 months but not exceeding 5 months	60% of annual premium
5 months but not exceeding 6 months	70% of annual premium
Exceeding 6 months	Full Annual Premium

9.12 REINSTATEMNT

In the event of Company becoming liable for any loss, the sum insured shall be reduced by the amount of the loss. Company may however at the request of the Insured agree to reinstate the full sum insured, subject to payment of the appropriate additional premium.

9.13 SALE, MORTGAGE, LIEN OR CHARGE

Unless expressly described as such in this Policy or by endorsement hereon, no sum shall be payable hereunder by way of indemnity, compensation or otherwise in respect of any Pet which, during the currency of the period of insurance stated in the Schedule:

- a) the Insured sells or otherwise parts with any interest here on, whether temporarily or permanently or
- b) is subject to any mortgage, instrument by way of security, lien or charge or is held (whether by the Insured or by any other person whatsoever) on trust, hire or commission.

Provided however that the Policy will continue to insure a sold stock of Pet remaining inside the Insured premises, which is awaiting delivery to the buyer. It is however a condition that such stock is kept under the same good management practice as any unsold stock.

9.14 CHANGE OF RISK

If the interest in the Pet insured passes from the Insured otherwise than by will or operation of law, the insurance ceases to attach unless the Insured, before the occurrence of any loss, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

The Insured shall within twenty-four (24) hours notify the Company by any mean of communication and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.

- a) Any change or changes in management and key personnel as described in the proposal form and additional information provided by the Insured are material and shall be advised to the Company accordingly.
- b) If the Insured's farm is under construction at the commencement of this insurance and if the number of stables planned to come into production at the insured Location during the period of this Policy is increased or decreased so that the total sum insured on which the indemnity and provisions are based, is altered, the same changes shall be declared to the Company who reserve the right to amend the terms and conditions of this Policy accordingly.