

GA PET INSURANCE

PET INSURANCE POLICY BY GA INSURANCE



The Insurer GA Insurance Co. Ltd (herein after called the Insurer) agrees subject to the terms, definitions, exclusions, provisions and of this policy if after payment of the first premium any of the animal(s) insured described in the schedule be destroyed or damaged by any of the perils specified in the schedule during the period of Insurance the Insurer will pay to the Insured the value of the animal(s) at the time of its destruction or the amount of damage provided that the liability of the insurer under the policy shall not exceed in the whole the total sum insured or such other sums as may be substituted by endorsement or in respect of any item its sum insured at the time of destruction or damage.

Signed For and on behalf

GA Insurance Co. Ltd

Scope of Cover

This Insurance indemnifies the Insured in respect of death to the Insured animal(s) during the period of insurance at the location as specified in the schedule due to:-

- Accident
- Illness and diseases
- Epidemics

Emergency slaughter of the animal(s) on grounds of necessity on the advice of qualified Veterinary Surgeon as a result of accidents, illness disease or epidemics.

Exclusions

This Insurance does not cover loss directly or indirectly caused by or arising from or in consequence of attributed to be:

1. Slaughter of animal(s) without the consent of the Company due to lack of time where consent of the Company is not obtained unless it is the opinion of a qualified Veterinary Surgeon that immediate slaughter is necessary.

In all such cases, the Company shall have the right to have a post-mortem examination carried out.

2. Destruction in compliance with any legal requirement of Government, local or public authority.
3. Any surgical operation unless approved by the Company and conducted by a qualified Veterinary Surgeon and certified by him to have been necessitated by accident, illness or disease and to have been carried out in an attempt to save the animal's life
4. An animal becoming unfit or incapable of fulfilling the duties for which it is kept or employed
5. Any disease that must be vaccinated against with regard to the region and/or temporal infestations according to recommendations of relevant government authorities.
6. Any disease arising out of external parasites unless adequate dipping and /or spraying are carried out regularly as recommended by appropriate government authorities
7. Theft unless specified on the policy schedule and bought back
8. All losses caused by mismanagement
9. Illness, disease or epidemics contracted prior to the commencement of this Insurance
10. Veterinary expenses
11. Loss, damage or liability directly or indirectly by or arising from or in consequence of or contributed to by nuclear weapons material.
12. Loss, damage or Liability directly or indirectly by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radio-activity from any fuel or from any nuclear waste from the combustion of fuel. For the purpose of this exception, only combustion shall include any self-sustaining process or nuclear fission

Any loss or damage happening during the existence of abnormal conditions (whether physical or other wise), directly or indirectly proximately or remotely occasioned by or contributed by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions

In any suit action or other proceedings, where the Company alleges that by reason of the provisions of this exception, 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.

13. Earthquake, volcanic eruption or other convulsion of nature
14. War, Invasion, acts of foreign enemies hostilities (whether war be declared or not) civil war, rebellion, revolution,

insurrection, military or usurped power or confiscation or acquisition or destruction of the Insured animal(s) by or under the order of any government or public or local authority.

15. In respect of loss occasioned by or through riot and strike and malicious damage only this policy does not extend to cover:-

Loss or damage if the disturbances of the public peace strikes or lock out or act of lawfully constituted authority in the cause of or arises or is in connection with war invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not) civil-war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to a popular rising Military or usurped power or any activity of any organization the object for which are or include the overtaking or influence of any de-jure or de-facto government by terrorism or by any violent means.

16. Loss of earnings, loss by delay, loss of market or consequential or indirect loss or damage of any kind or description whatsoever.

Loss of the Insured animal(s) outside the limits of the situation of risk as stated in the schedule unless with the sanction of the Company signified by an endorsement upon this policy.

17. Bodily injury to any member of the Insured's Family or Household or servants.
18. Damage to property belonging to or held in trust by or in the custody and control of the Insured or any member of the Insured's family or Household or servants.
19. Death, bodily Injury, illness or disease sustained or contracted by a person under a contract of service or apprenticeship with the Insured arising out of or in the course of such persons employment by the Insured
20. Any accident, loss or damage occurring beyond the limits of Kenya unless signified by an endorsement authorizing such an extension.

GENERAL CONDITIONS

1. The Insured shall at all times in respect of the Insured animal(s) use and exercise every due and proper precaution to safeguard against loss and danger of loss and shall comply with all reasonable regulations and directions given by the appropriate Government authorities
2. The Insured shall carry out regular dipping, dosing and prophylactic vaccinations as recommended by appropriate Government authorities.
3. The Insured shall give immediate notice to the Company of the occurrence of any accident, disease or any other insured contingency likely to give rise to the loss of any animal(s) described in the schedule and at his own expense provided adequate attendance and treatment by a qualified Veterinary Surgeon.
4. The Insured shall provide a Veterinary certificate of health at inception, renewal and at any other time when required to do so by the Company.
5. Upon the death of any animal (s) described in the schedule the Insured shall:-
 - Give immediate notice to the Company by email, telephone or the fastest means possible and within 7 days send a written notice of death outlining details pertaining to death with Veterinary evidence, cause of death, identity and value of the animal as the Company may require.
 - At his own expense, arrange for the attendance of a qualified Veterinary Surgeon who shall be required to certify the cause of death (by post-mortem examination if necessary)
6. The Company shall not be liable for any loss (es) arising out of disease illness occurring within 21 days from inception of this Insurance or introduction of new animals to the Herd/Flock.
7. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief of indemnity from other parties to which the Company shall be or would become entitled or subrogate upon its paying for or making good any loss under this policy whether such acts shall become necessary or required before or after his indemnification on behalf of the Company.
8. The Company may but without prejudice to the rights of the Insured in respect of any pending claim for loss of which notice shall have been given to the Company cancel this policy by giving 14 days notice by registered mail to the Insured at his last known address and the Insured shall there upon be entitled to a proportionate return of premium for the unexpired period of Insurance .The Insured can cancel the policy at any time for any reason whatsoever and the Company shall return to the Insured a premium not exceeding 50% of the deposited Premium.
9. The Company shall not be liable in respect of any series of losses arising out of one event in all during the period of Insurance for more than the Sum Insured specified in the Schedule
10. This policy shall not be voidable in the event of misrepresentation, misdescription or omission of any material fact relating to the Insured animal (s).
11. If the Interest (s) in the animal (s) insured passes from the Insured otherwise than by will or operation of law, the insurance ceases to attach as regards any animal (s) affected unless the Insured before the occurrence of any loss obtains the sanction of the Company signed by endorsement upon the policy or on behalf of the Company.
12. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers, all benefits under this policy shall be forfeited.
13. The Insured shall not in any case be entitled to abandon any animal (s) to the Company whether taken possession of by the

Company or not.

14. If at any time a claim arises under this policy there be any other Insurance (s) covering the liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim.
15. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if the loss be occasioned by the wilful act or with connivance of the Insured or if the claim be made and rejected and action or suit be not commenced within 3 month after such rejection or (in case of the arbitration taking place in pursuance of condition of this policy)within three months after the arbitrator or arbitrators or umpire shall have been made their award all benefits under this policy shall be forfeited.
16. If any difference arises as to the amount of any loss such differences shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by the other party.
In case either shall refuse or fail to appoint an arbitrator within two months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint a sole arbitrator or umpire who shall be appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any shall not revoke or affect their authority respectively and in the event of death of an arbitrator or umpire another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed.
The cost of reference and the award shall be in the discretion of the arbitrators or umpire making the award, and it is hereby expressly stipulated that it shall be a condition precedent to any rights of action or suit upon this policy that the award by such arbitrator or umpire of the loss if disputed shall first be obtained.
17. In no case whatsoever shall the Company be liable for any loss after the expiration of twelve (12) months from the happening of the loss unless the claim is the subject of pending action or arbitration.

Special Conditions

- Only animals of between 6 months and 15 years are insured under this policy.
- Unless otherwise expressly stated, all animals of 6 months old of the same kind and kept for the same purpose must be declared.
- In respect of Cattle, Pigs, Sheep, Goats, it is a condition of this policy that they must have individual identification marks in the form of brands, ear tags and/or ear notches.
- It is agreed that upon obtaining Prior sanction of the Company, the insured shall dispose of the carcass to the best advantage and retain the amount realized for the account of the Company.

Form of Cover

Single Animal

In respect of high valued breeding animals especially sires. Cover on imported animal(s) is restricted to accidental death only until the expiry of 3 months of entry. The insured value shall not exceed the market value.

A 15% deductible on each and every loss is applicable and carcass shall be considered salvage in loss settlement.

Theft Of Animal (S) Extension

Endorsement Extending the insurance under Policy Number _____
In the name of _____

Issued by GA Insurance Ltd.

Notwithstanding anything herein contained to the contrary, it is hereby agreed that the Insurance by this policy (shall subject to the conditions, exceptions, exclusion,) extend to include Theft of animal(s). For the purpose of this extension, theft shall mean animal(s) evidently stolen by thieves or doubtlessly stolen from the farm by breaking of Gate, Fences etc and despite all efforts by the insured the animal(s) not being recovered with in four (4) weeks. It is a condition of this extension that upon happen of the theft of

animal(s) as stated in the schedule, the Insured shall immediately upon discovery report to the nearest police station and shall concur in doing all acts and reasonable things required to recover the stolen animal(s).

Transit Risk Extension

ENDORSEMENT EXTENDING THE INSURANCE UNDER POLICY NUMBER
IN THE NAME OF _____

**Notwithstanding anything herein contained to the contrary, it is hereby agreed that the insurance by this Policy (shall subject to the conditions, exceptions, exclusions) extend to include loss or death of the insured animal by accident in transit by air, rail, road and water, within Kenya, subject to deductible of 10% of each and every claim*