



## ORCHARD INSURANCE PROPOSAL FORM

### IMPORTANT:

Please read this carefully before completing and submitting this Orchard Proposal Form.

1. This form and the information provided therein is essential for the Co-operative to enable it to identify and assess the risks attendant on the property sought to be insured and to enable it to properly underwrite such risks.

It is therefore of critical importance that:

- (a) your answers to the questions are accurate and that they do not contain any mis-representations or non disclosures;
  - (b) you provide full and comprehensive answers to the questions, If required you may attach further particulars hereto on a separate sheet;
  - (c) if you do not understand any questions or if you do not know what is required, please advise the Co-operative's staff member who will assist you with any queries in this regard.
2. The questions contained in this Proposal Form are not intended to be an exhaustive list of all information that may be relevant to the assessment of the risks attendant on the property sought to be insured and underwritten by the Co-operative. Consequently it may be that you are aware of information that is relevant to this enquiry, which is not expressly addressed by way of the questions posed in this Proposal Form, and you are requested to ensure that you make full and comprehensive disclosure of any and all factors which may be relevant to the Co-operative's assessment of the risks attendant on the property in respect of which insurance is applied for.
  3. You are reminded of your obligation in terms of the Certificate to advise the Co-operative of any material changes in the circumstances that may have an impact on the risks underwritten during the currency of the Certificate.

# ORCHARD INSURANCE PROPOSAL FORM

1. Name of person or entity requiring insurance:

Name of authorised signatory and proof of authorisation to complete and submit this form is to be attached to proposal:

2. Postal address:

Telephone no.:	<input style="width: 95%; height: 25px;" type="text"/>	Fax:	<input style="width: 95%; height: 25px;" type="text"/>
Email:	<input style="width: 390px; height: 25px;" type="text"/>	Cell:	<input style="width: 400px; height: 25px;" type="text"/>

3. (i) Name of farm:

(ii) Title deed description of farm:

(iii) Magisterial district:

4. Are you a member of a Fire Protection Association? Yes:  No:

If yes, please state name and address:

5. (i) Are you a member of the relevant Aerial Bombing Association? Yes:  No:

(ii) Please provide Aerial Bombing Association membership no.:

6. Land use of property (crop type and area)? (Example Macadamia Orchard 40 hectares or Sugar Cane 150 hectares).

7. Name of immediate neighbours:

8. (i) Is the farm covered by camera detection and / or a fire tower? Yes:  No:

(ii) What percentage of your farm is visible from the tower / cameras?  %

(iii) For which period of the year is the tower manned?

(iv) What form of communication is there between you and the tower and / or camera service provider?

9. (i) Are you resident on your farm? Yes:  No:

(ii) If no, where are you resident?

10. If not resident, give particulars of daily supervision:

11. Number of employees resident on farm:

12. If resident, are employees housed adjoining or within plantations? Yes:  No:

13. Are areas around employee housing provided with firebreaks to meet the requirements of the warranties?

14. (i) Are there any hazardous areas and / or hazards on your farm? Please list the nature of such hazardous areas and / or hazards and advise where they are situated on your farm in the blank space provided. (Example of hazards or hazardous areas are manufacturing / industrial sites, power lines, railways, vleis, schools, shops, clinics, etc. Please note this is not an exhaustive list).

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- (ii) What have you done to manage these hazards / hazardous areas?

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|---|------|--|-----|--|
| 15. Do you burn grasslands (block burning) during the Fire Danger Period?   | Yes: |  | No: |  |
| 16. Do you burn sugar cane during the Fire Danger period?   | Yes: |  | No: |  |
| 17. Have your orchards to be insured been previously insured?   | Yes: |  | No: |  |
| 18. If yes, when and with whom? <span style="border: 1px solid black; display: inline-block; width: 600px; height: 20px; vertical-align: middle;"></span> |      |  |     |  |
| 19. Has the farm suffered any losses during the past 5 years?   | Yes: |  | No: |  |

Should you answer to the above in the affirmative, kindly provide details of the loss:


20. Has any Company or underwriter declined your insurance, refused to renew or imposed special terms or premium loading in respect of the insurance of the proposed plantation in whole or in part? Yes:  No:

If yes, please provide details:

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21. Please detail hereunder the fire-fighting equipment which is kept on the farm on which the plantations are growing:

Bakkie sakkies / Tankers / Tenders	Capacity	Make of H.P. Pumps

22. No. of radios – mobile / portable / base:  No. of syringes / knapsacks:

What sources of permanent water are available on your farm from dams, streams, reservoirs, etc.?

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23. Do you undertake and agree to adhere to the warranties set out below as well as the other the terms, conditions, warranties, exclusions and exceptions contained in the Certificate (both specific and general) in the event of Insurance cover being granted to you or the entity you represent?

Yes:

Please note numbering of warranties is as per the Co-operative Certificate Wording.

**(K) Compulsory and obligatory fire prevention and plantation / orchard management warranties**

It is compulsory and obligatory for the Member and its employees to adhere to all the warranties and requirements set out under this sub-paragraph. Any failure to do so to all the warranties and requirements will be regarded as a breach of the warranty.

The Member must take all reasonable steps to maintain and keep clear in accordance with sound forestry practice all firebreaks on the Farm/s on which Indemnified and/or Non-indemnified Plantations / Orchards are established and shall, in particular, observe the following warranties:

**(i) Supervision**

The Plantations / Orchards on the Farm/s shall at all times be under the direct supervision of the Member or his manager or other responsible person in his employ appointed by him.

**(ii) Duty to safeguard and monitor any fire**

The Member has a duty to safeguard and monitor any fire that occurs on the Farm/s until such fire is completely extinguished.

**(iii) Firebreaks**

**(a) Boundary Firebreaks**

the Member is required to provide and maintain Boundary Firebreaks of at least 6 (SIX) metres wide on each boundary that abuts the property of a third party. Alternatively, such Boundary firebreaks are to be made as close to such boundary as reasonably practical, where it is not possible to make such Boundary firebreaks on the boundary as aforesaid. The Member shall ensure that such Boundary Firebreaks are maintained so that they are kept free of combustible material during the entire Fire Danger Period. Such Boundary Firebreaks must be made and completed by the commencement of the Fire Danger Period or by such later date as may be permitted by the Co-operative in writing.

**(b) External Firebreaks**

all Indemnified Plantations / Orchards are, subject to the special proviso's 8(J)(xi)(a) and (b), to have External Firebreaks around their immediate perimeter which shall be at least 3 (three) metres wide. The Member shall ensure that such External Firebreaks are maintained so that they are kept free of combustible material during the entire Fire Danger Period. Such External Firebreaks must be made and completed by the commencement of the Fire Danger Period or by such later date as may be permitted by the Co-operative in writing.

**(c) Internal Firebreaks**

The Member is required to provide and maintain Internal Firebreaks in all Indemnified Plantations / Orchards and / or Non-indemnified Plantations / Orchards.

**(d) Mixed farming**

i. where an Indemnified Plantation / Orchard adjoins an area controlled by the Member of mixed farming or a Non-indemnified Plantation / Orchard, an Internal Firebreak of at least 3 (THREE) meters shall be maintained between such areas, provided the External Firebreak of at least 9 (NINE) metres wide be maintained around the whole immediate external perimeter of all aforesaid areas.

ii. notwithstanding sub clauses 8(K)(ii)(b) and 8(K)(iii)(a) above, where the Member grows sugar cane or timber which abuts an indemnified Plantation / Orchard a firebreak of at least 6 (SIX) metres shall be maintained between such areas.

**Note:** the term "mixed farming area" shall for the purpose of this clause relate to an area in which any other farming activity is engaged in, bordering onto an Indemnified or Non-indemnified Plantation / Orchard. Excluded from this definition of "mixed farming area" is naturally occurring veld or grassland.

**(e) Manufacturing / Industrial**

Where an indemnified or non-indemnified Plantation / Orchard owned by the Member adjoins an area used for any purpose other than agricultural purposes (for example manufacturing or industrial purposes) a firebreak of at least 10 (TEN) metres wide shall be maintained around the whole immediate external perimeter of such area. The Member shall ensure that such firebreaks are maintained so that they are kept free of combustible material during the entire Fire Danger Period. Such

firebreaks must be made and completed by the commencement of the Fire Danger Period or by such later date as may be permitted by the Co-operative in writing.

**(f) Accommodation**

Where any Farm adjoins an area used for housing or accommodation the Member shall ensure that:

i. a firebreak of at least 5 (FIVE) metres shall be maintained around the whole immediate perimeter of such housing or accommodation area;

Should an external boundary of the Farm border on an area of a neighbouring property where there is housing or accommodation as defined in this sub-clause then, in such event, the Member shall ensure compliance with this sub-clause (vii) in respect of that part of the Farm boundary that adjoins such area.

**(iv) Restriction of burning period**

Neither the Member nor its employees in the course of their employment (save in respect of malicious burning) shall light, use or maintain a fire in the open air or burn firebreaks, grasslands, crops or waste of any kind during the Fire Danger Period unless permitted by the Co-operative in writing, or in any case, during any other period falling outside the above period gazetted in terms of the terms of the National Veld and Forest Fire Act No. 101 of 1998, or any succeeding Act, as well as all regulations or notices promulgated or published in terms of such legislation or any other legislation which has the effect of limiting or prohibiting burning of any kind on the Farm/s.

Without in any manner derogating from the Member's obligation to comply with the foregoing, (which shall take precedence), the Member further undertakes to comply with the rules and regulations (including without limitation the rules regarding the lighting, using or maintaining a fire in the open air) of any organisation or association whose function it is to control or restrict the burning of any kind within the area where the Farm/s are located (whether the Member is a member of such organisation or not) and in particular shall comply with the Fire Protection Association Rules established for such area.

**(v) General safety precautions**

Subject to the provisions of the preceding clause, the burning of firebreaks or the burning of any other material shall at all times only be carried out when it is safe to do so and the Member or his Manager or other responsible person in his employ is personally present and is equipped with adequate firefighting equipment, but not less than two knapsacks or similar pumps with sufficient water available at the site of the burning.

**(vi) Proof of claim**

The Member, in the event of a fire giving rise to a claim in terms of this Certificate, shall produce such proof as the Co-operative may reasonably require as to the condition and value of the affected timber at the time of loss.

**(vii) Adequate firefighting equipment**

The Member shall, having regard to the extent of his Plantations / Orchards, ensure that sufficient firefighting equipment will be available on the Farm/s on which the Indemnified Plantations / Orchards are situate, and such equipment will be efficiently maintained and used in accordance with sound forestry practice for the prevention and control of fire.

**(viii) Overhead power lines**

Save for naturally occurring indigenous trees, the Member shall not plant or allow any trees to grow under any overhead power line. All trees in the proximity of an overhead power line shall be kept limited in height, such height being restricted to such trees horizontal distance from the nearest conductor or power line, alternatively, such trees shall be maintained in a manner that prevents any interference from occurring with the conductor or power lines in the event of the tree falling or being cut down. The Member shall further not stack or load timber under or within a distance of 5 (FIVE) metres, measured either side, of any overhead power line.

Should the Member having contractually agreed with a third party, for example Eskom, that the maintenance of such area in the vicinity of powerlines is to be such parties responsibility and should such third party fail to comply with such contractual obligations, the Member shall advise the Co-operative in writing, in accordance with clause 15, of such failure by no later than 15 July in any year.

This warranty is subject to the proviso that the Co-operative shall only be entitled to rely on the failure of the Member to have complied with this warranty, and thereby avoid liability in terms of this Certificate, if the loss or damage suffered was in some manner casually connected with the Member's failure to have complied therewith.

**(ix) Special proviso's (If stated as being applicable in the Schedule)**

**(a) Special proviso 1:**

Notwithstanding the provisions of sub-clause 8(K)(iii)(b) requiring that an External Firebreak of at least 9 (NINE) metres be maintained around the immediate perimeter of all the Member's Plantations / Orchards, the Member may, if indicated by means of reference to this specific proviso in the Schedule, be exempt from this specific warranty requirement and shall in such event be entitled to conduct strip-burning of a minimum break of 6 (SIX) metres around the immediate perimeter of all insured plantations, or as close thereto as this practise will allow.

**(b) Special proviso 2:**

Notwithstanding the provisions of sub-clause 8(K)(iii) relating to the maintaining of firebreaks, the Member may, if indicated by means of reference to this specific proviso in the Schedule, be exempt from such specific warranty requirements and shall in such event be entitled to maintain grass breaks in respect of all break requirements as set out in sub-clause 8(K)(iii).

24. Please provide any other information that may be relevant to the risks attendant on the property sought to be insured, which has not otherwise been disclosed in this form.
25. By your signature hereto you hereby authorise the Co-operative, at its sole and absolute discretion, to carry out risk assessment surveys ("surveys") in respect of the property sought to be insured. Such authority granted by you shall be continuing authority given to the Co-operative to conduct such surveys during any period of insurance that may be granted by the Cooperative.
26. You acknowledge and accept that:
- 26.1 such surveys may be carried out by an employee of the Co-operative or by an independent sub-contractor appointed by the Co-operative.
- 26.2 such surveys are not conducted in order to monitor or audit compliance by you of the terms, conditions and warranties as provided for in the Certificate, but are rather used as management tools to gather general underwriting information and to provide a high-level assessment of the risks attendant on the property. For this reason any action taken during such survey (including any recommendations or suggestions made by the Co-operative) or any failure on the Co-operative's part to identify any breaches of the Certificate's terms, conditions or warranties shall in no manner whatsoever be construed as being a waiver of your obligation to ensure compliance therewith or act as an estoppel against the Co-operative.
- 26.3 the Co-operative will not be bound by communications exchanged or agreements made between you and the person conducting the survey.
- 26.4 the Co-operative will only be bound by communications exchanged or agreements reached with yourself arising from the survey that are reduced to writing by the Co-operative and communicated to yourself.
- 26.5 any information given by you to the person conducting the survey cannot be regarded as having been disclosed to the Co-operative, unless such information is furnished to the Co-operative in writing.
- 26.6 the person conducting the survey has no authority whatsoever to bind the Co-operative.
27. Please state your VAT registration number:

**IMPORTANT**

28. Please note that the information, and disclosures made in this Proposal Form shall also be utilised by the Co-operative to allocate you to an appropriate Pool within the Co-operative. In this regard the Co-operative shall be entitled to make such allocation at its sole and absolute discretion, having regard to its various underwriting criteria.

# DECLARATION

I / We hereby warrant that all the information furnished to the Co-operative in this Plantation Proposal is true and correct and that all facts material to the assessment of the risk and the assessment of the premium have been disclosed to the Co-operative and that no misrepresentations or non-disclosures have been made.

I / We hereby agree that this Proposal Form together with this Declaration and any Renewal Proposal Form and Declarations shall be the basis of the contract between me / us and the Co-operative, and agree that a Certificate may be issued to me / us subject to the aforementioned representations and disclosure made in the documents and subject to the warranties accepted by me/us reflected herein and any Renewal Proposal Form and subject to the terms, condition, warranties, exclusions and exceptions as reflected in the the Certificate (both specific and general).

DATED AT  ON THIS  DAY OF  201

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESS:

1.

2.

SIGNATURE OF PROPOSER OR HIS/ITS AGENT