

# GAME SECTION

## DEFINED EVENTS

Death or humane killing of the Insured Animal(s) occurring during the period of insurance whilst situated on the Insured Premises by:

1. **All risks of mortality** (if stated as the type of cover in the schedule)

any accidental event or illness but excluding death of the Insured Animal(s) caused by or arising directly or indirectly from:

1.1 Chemical Immobilisation;

1.2 Dystocia;

1.3 Malignant Catarrhal Fever if the Insured Animal is a Buffalo;

1.4 the Insured Animal(s) being transported by any means of conveyance.

or

2. **Limited cover** (if stated as the type of cover in the schedule)

a direct result of fire, lightning or explosion

## Definitions

**Chemical immobilisation** shall for the purposes of this section mean the non-consumptive hunting or darting of the Insured Animal, specifically for the treatment of illness or injuries or for management purposes, by means of administering a chemical substance or drug through a ballistic injection or dart and the further administering of the antidote and the subsequent release of the animal.

**Dystocia** shall for the purpose of this section mean obstructed labour preventing natural delivery without outside intervention caused by, but not limited to, the positioning or size of the fetus, size or problems with or blockages of the birth canal of the mother, size of the pelvic area of the mother.

**Insured animal(s)** shall be restricted to those animal(s) reflected in the schedule that correspond with the "game species" and "gender" stated in the schedule and where so specified in the schedule, are identifiable by means of the ear tag identification code, a photo showing distinct markings or a microchip number.

**Insured premises** shall mean within the perimeter of the premises stated in the schedule for the particular item.

## BASIS OF SETTLEMENT

In the event of a claim following the death of the Insured Animal(s), subject to the insured amount not being exceeded and any first amount payable, the basis of settlement will be as reflected in the schedule next to each item and will be either:

1. **Invoice price:** The price the Insured paid for the Insured Animal(s) as evidenced in the original purchase invoice. In the event of a failure to produce the purchase invoice cover will revert to the reasonable market value (as set out below) of the Insured Animal(s).

or

2. **Auction price:** The price the Insured paid for the Insured Animal(s) as evidenced in the auction purchase documentation. In the event of a failure to produce the auction purchase documentation cover will revert to the reasonable market value (as set out below) of the Insured Animal(s).

or

3. **Reasonable market value:** The price payable in the market for the Insured Animal(s) of the same species, age, gender, colour and condition as the Insured Animal(s) immediately prior to the death of the said animal(s).

or

4. **Agreed value:** The value as agreed between the Insured and the Company. Such agreed value shall remain valid until the next renewal date (or annual anniversary date if the policy is paid by monthly debit order) and the basis of settlement will revert to the reasonable market value for the new period of insurance if there is no written agreement between the Insured and the Company to extend the current agreed value or to a revised agreed value.

## SPECIFIC EXCLUSIONS

In addition to the exclusions under the Defined Events, the Company will not be liable in respect of losses directly or indirectly resulting from or arising out of:

1. Any wilful, malicious or purposeful injury or poisoning by the Insured or any employee or representative or any other person, performed with the knowledge and permission of the Insured;
2. Any event relating to or resulting from:
  - 2.1 voluntary surrender of ownership due to fraudulent schemes or any other false pretense;
  - 2.2 poaching including rhino poaching for their horn;
  - 2.3 theft;
  - 2.4 predation;
  - 2.5 failure to take reasonable care and precaution;
3. intentional slaughter or destruction of the Insured Animal(s) in compliance with the requirements of any statute or any order of a government department, local authority or person having authority in the matter except:
  - 3.1 if the Company have expressly and in writing agreed to the destruction of the animal;
  - 3.2 in the case of injuries or disease that necessitates immediate slaughter for humane reasons and where a qualified veterinary surgeon appointed by the Company certifies in writing that the suffering is incurable and of such an extent that slaughter is unavoidableprovided that the Company shall be given the opportunity to have a post mortem examination carried out by a qualified veterinary surgeon appointed by the Company should the Company so desire;
4. if the Insured Animal(s) are outside the perimeter of the Insured Premises unless such relocation is notified in writing to the Company and is agreed to by the Company in writing;
5. the Insured Animal(s) being herded, rounded up or captured for an auction either on the Insured Premises or in preparation for transportation to an auction at another premises;
6. death caused directly or indirectly by or in consequence of:
  - 6.1 any surgical operations unless conducted by a qualified veterinary surgeon and certified by him to have been necessary due solely to an accident, disease or illness directly caused by an insured Defined Event or any insured extension hereunder and that such surgical operation is carried out in an attempt to preserve the Insured Animal's life;
  - 6.2 the administration of any medication unless by a qualified veterinary surgeon or an experienced person under supervision by him. The qualified veterinary surgeon must have certified that such medication was administered as a prophylactic or had been necessary due to an accident, disease or illness directly caused by an insured Defined Event or any insured extension hereunder. For the purpose of this exclusion, the term medication shall include any drug, hormone, vitamin, protein or any other substance other than unadulterated food or drink;
  - 6.3 consequential loss however arising, delay, loss of market, depreciation or changes brought about by natural causes;
7. Insured animal(s) whilst outside of the Republic of South Africa.

## SPECIFIC CONDITIONS

1. If the Insured Animals are, at the commencement of any defined event or extension insured against herein, collectively of greater value than the insured amount thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

This condition shall only be applicable if the "Basis" as stated in the schedule reads "Unspecified with a maximum value per animal".

2. It is a condition of this section for Defined Event 1 that the cover for death from any cause (other than as a direct result of fire, lightning or explosion) will only commence 30 days after the Insured Animal(s) is introduced to the farm.
3. It is a condition of this section for Defined Event 1 (other than death as a direct result of fire, lightning or explosion) that the Insured Animal(s) must be identifiable by means of microchips, ear tags or photos showing distinct markings.
4. It is a condition of this section for Defined Event 1 (other than death as a direct result of fire, lightning or explosion) that at the commencement of this insurance each Insured Animal is in sound health and is free from any ailment, illness, disease, lameness, injury or disability.
5. Upon death of a calf where the cow and calf was specified and insured under for Defined Event 1 with one combined insured amount, the Company's liability for the calf shall not exceed 20% of the combined insured amount.
6. The Insured shall at all times exercise all reasonable care and safeguard the Insured Animal(s) against loss or danger of loss, accident or illness and shall comply with all reasonable regulations and directions given by the Company or by a qualified veterinary surgeon employed by the Company.
7. The Insured Animal(s) shall not be permanently removed from the Insured Premises stated in the schedule without the Company's written consent.
8. Cover is conditional upon the adherence to all legislation including but not limited to statutes, regulations and by-laws of any government under whose jurisdiction the animal falls in connection with the transport, handling and holding of game. The Insured is to provide evidence of such compliance upon the request of the Company.
9. If the basis reflected in the schedule reads "Unspecified with a maximum value per animal" then it is a condition that unless otherwise agreed in writing by the Company, the Insured must declare and insure all animals fitting the descriptions of "games species" and "gender" as stated in the schedule for the particular item. The Company will agree to exclude certain animals for reasons such as existing ill health or injury.
10. In the event of an occurrence which gives rise to a claim or which might give rise to a claim:
  - 10.1 Illness or accident of the Insured Animal(s): The Insured must give notice within 24 hours to the Company of any illness or accident to any Insured Animal(s). The Insured must, at his own expense, immediately provide for adequate attendance and treatment by a Veterinary Surgeon whose report must be furnished to the Company together with the completed claim form within 14 days. If the Insured Animal(s) have recently been in transit, the conveyance note signed on receipt of the animals must accompany the claim documentation.
  - 10.2 Death of the Insured Animal(s): The Insured must give notice within 24 hours to the Company of the death of any Insured Animal(s). The Insured shall give the Company the opportunity to examine the carcass and shall not cut or dispose of the carcass before the expiry of 24 hours after such notice has been given to the Company unless required in compliance with any applicable legislation or regulations. The Insured shall, within 14 days of such death, supply the Company with a completed claim form together with all other information as may be required including, at his own expense, a qualified veterinary surgeon's certificate indicating the cause of death and satisfactory proof of the death, identity and value of the animal.
  - 10.3 If the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the Insured.
  - 10.4 If the Company admits the claim, after the period in 10.2, the Insured may dispose of the carcass to best advantage and the amount realised on disposal of the carcass shall be offset against the amount of the claim.
11. Where the Insured has applied to the Company, through a written application form (the proposal form), such information disclosed therein shall be deemed to be incorporated in this section.
12. If the Company accepts liability for any claim submitted, in respect of any first amount payable stated in the schedule:
  - 12.1 the Insured shall be responsible for such first amount payable but such first amount payable shall also be considered payment for any salvage due for the meat, skin and trophy;
  - 12.2 should no salvage exist the full first amount payable is still payable by the Insured and no reduction will be made due to the fact that no salvage exists.

13. nothing in 12.1 shall imply that the Insured shall have automatic right over any salvage and elephant tusks or rhinoceros horns may not be retained as salvage by the Insured.
14. In the event of rhinoceros and elephant, the Insured shall deliver the rhinoceros horn or elephant tusks to a National Parks Board determined by the Company within a reasonable time from acceptance of liability and the Company shall not be liable to pay any claim prior to the said delivery of the rhinoceros horn or elephant tusks. Written proof must be sent to the Company after such delivery of the horn or tusks.
15. The minimum age for cover under this section for any Insured Animal is 3 months, provided the age of each Insured Animal is identifiable prior to cover being granted. The maximum age for antelope species is 15 years and for buffalo and rhinoceros 25 years.
16. It is a condition of this section for Defined Event 1 that a Veterinarian certificate, per animal, confirming the Insured Animal(s) are healthy and free from any visible illness, disease, lameness, injury or physical impairment, must be provided to the Company within 5 days from inception of cover or within such period agreed upon in writing by the Company. A Veterinarian certificate will not be required if it can be proved that uninterrupted cover was provided on the Insured Animal by means of a preceding Transit policy from the Company on which a Veterinarian already issued a certificate stating the animal was healthy and disease free.
17. All benefit under this section in respect of Insured Animal(s) shall cease immediately once such animal is no longer owned by the Insured.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General Section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

### **Capture costs** (if stated as included in the schedule)

This section is extended to provide cover for the reasonable costs and expenses incurred by the Insured that are necessary for the capture of the Insured Animal(s) after outbreak/escape of the Insured Animal(s) provided that:

1. the Insured Animal(s) must be identifiable by means of:
  - 1.1 Microchips or
  - 1.2 ear tags or
  - 1.3 pictures showing distinct markings;
2. cover under this extension is subject to the same first amount payable applicable to the insured item under which the Insured Animal(s) is covered;
3. the maximum liability of the Company under this extension is limited to the lesser of:
  - 3.1 actual costs incurred but limited to the percentage (as stated in the schedule) of the insured amount of the escaped Insured Animal(s), or;
  - 3.2 the monetary amount stated in the schedule under this extension against "insured amount (maximum)";
4. the Game capture process of the Insured Animal(s) must be conducted by a qualified game capturer and handling enterprise;
5. the Insured can substantiate all of the costs incurred;
6. this extension does not cover capture costs due to the outbreak/escape of Insured Animal(s) arising from or as a consequence of Chemical Immobilisation activities;
7. no amount will be payable by the Company under this extension if the Insured Animal(s) are not found and captured.

### **Carcass removal** (if stated as included in the schedule)

Subject to the insured amount stated in the schedule, this section is extended to provide cover for the actual costs necessarily incurred by the Insured in respect of the clearing up and removal of a carcass or carcasses

following the death of any animal(s) insured under this section.

### **Chemical immobilisation** (if stated as included in the schedule)

Exclusion 1.1 of Defined Event 1 is deleted and this section is hereby extended to provide cover for:

1. Death or humane killing of the Insured Animal(s) caused by or as a result of:
  - 1.1 accidental external injury(s) sustained whilst undergoing Chemical Immobilisation;
  - 1.2 any negative reaction resulting from the administration of the chemical drug while undergoing Chemical Immobilisation including any negative reaction as a result of any other unknown prior medical condition;
2. Death intentionally caused by a Professional Hunter, during the Chemical Immobilisation activities, purely in order to save human lives.

### **Specific exclusions applicable to this extension**

This extension does not include cover for:

1. Death of the Insured Animal(s) where such death only occurs more than 72 hours after when the Insured Animal(s) underwent Chemical Immobilisation;
2. Death directly or indirectly caused by or as a result of psychological deviations, illness, ailments or temperature abnormalities (other than as provided for under 1.2 above);
3. Any Chemical Immobilisation for medical reasons or surgical procedures unless done by a qualified Veterinarian.

### **Specific conditions applicable to this extension**

Cover under this extension is subject to the following Specific conditions:

1. Insured Animals may only undergo Chemical Immobilisation for management purposes once in any 6 month period. Records of each Chemical Immobilisation must be kept by the Insured and provided to the Company in the event of a claim.
2. Where the Insured Animal(s) experience any life threatening reaction as a direct result of the chemical agent, accident or injury during or as a result of Chemical Immobilisation, the Insured Animal(s) must be treated by a Veterinarian in such a way that the liability of the Company is not prejudiced.
3. The capture and release medicines, drugs and chemical agents used, must be suitable for the Insured Animal(s) and must be chosen, prepared and administered by a Veterinarian, unless otherwise agreed to by the Company.
4. The Insured must keep comprehensive notes of any Chemical Immobilisation undertaken and provide it to the Company upon request, in the event of a claim.
5. In the event of a claim, comprehensive written reports by the Veterinarian and the Professional Hunter describing the details of the loss must be kept and provided to the Company.

### **Dystocia** (if stated as included in the schedule)

Exclusion 1.2 of Defined Event 1 is deleted provided that:

1. the first amount payable reflected under this extension in the schedule is an additional first amount payable, payable by the Insured in addition to any other first amount payable reflected in the schedule for the game;
2. death as a result of Dystocia during transit remains excluded.

### **Fatal injury** (if stated as included in the schedule)

This section is extended to include compensation for death of any employee of the Insured, as a result of an injury sustained from any action by an Insured Animal(s), provided that:

1. the death must occur within 3 months of the said injury;
2. compensation will be paid to the directors, executors or administrators of the deceased employee's estate;
3. compensation is limited to the amounts stated in the schedule per person, per event and per period of insurance (if the premium is paid monthly by debit order, the words "per period of insurance" are amended to read "for any one period of 12 consecutive months from the policy inception or policy annual anniversary date")

## **Veterinary expenses** (if stated as included in the schedule)

Cover under this section is extended to include the cost of Veterinarian fees incurred for the treatment of the Insured Animal(s) solely for the prevention of the Death of an Insured Animal by an otherwise insured loss under this section provided that:

1. the maximum amount payable by the Company per Insured Animal shall not exceed the percentage (as stated in the schedule under this extension) of the insured amount of the Insured Animal;
2. if more than one Insured Animal is affected in a single event or multiple events arising out of a single cause, the maximum amount payable under this extension is limited to the amount reflected in the schedule under this extension next to "insured amount (per event)";
3. the maximum amount payable by the Company under this extension shall be limited in the aggregate during any one period of insurance (if the premium is paid monthly by debit order, the words "per period of insurance" are amended to read "for any one period of 12 consecutive months from the policy inception or policy annual anniversary date") to the amount stated in the schedule under this extension next to "insured amount (per period of insurance)";
4. the Insured Animal had already been injured or contracted a disease insured by a defined event or insured extension and not as a purely preventative action for possible future diseases or insured losses;
5. the injury or disease is of a nature or severity that would have resulted in the death of the Insured Animal had the veterinary intervention not been taken by the Insured;
6. a veterinary certificate confirming points 4 and 5 be provided to the Company together with the claim form and other claim documentation;
7. the injury occurred or the disease was contracted during the period of insurance and after this extension incepted;
8. no first amount payable shall apply to this extension;
9. the Insured Animal survives.