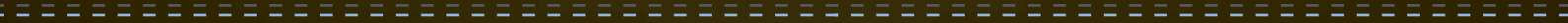




Veldt to Veldt Policy



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Introduction

It is essential that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. If there is anything about which you feel unsure of or if you require further information please contact your broker, or your nearest Risk Guard Alliance (Pty) Ltd branch.

Interpretation of the policy

This policy document and any proposal and declaration, including your insurance Cover Note and plan of the farm / premises / location of the insured animal(s) and any photographic evidence 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 contract shall bear the same meaning wherever it may appear.

Any incorrect information and material information not disclosed to us, or misrepresented by you, may affect the validity of this contract.

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Wildlife Insure
A RISK GUARD ALLIANCE DIVISION

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Definitions

These definitions apply and bear the same meaning throughout this policy unless shown to mean something different in any section. In this policy, references to the singular include the plural and references to the plural include the singular.

“Agreed value” means the value placed on the animal and agreed by both of us.

“Anti – Poaching Unit” means an armed law enforcement element that has the direct responsibility of wildlife protection in a designated area under the command of a patrol leader.

“Capture Myopathy” means the metabolic change to muscles from aerobic to anaerobic use of the muscles as a result of exertion.

“Claim/claims” means any request for compensation (indemnity), whether or not any amounts have been established for the claim.

“Closed Auction” means that the seller of the animals agrees insurance terms and conditions with the insurer prior to the auction taking place and the insurance is automatically transferred to the new owner of the animals after the auction.

“Cover note” means a certificate issued by us stating that a policy of insurance is operative and providing a summary of the cover applicable.

“Dystokia” means a difficult birth, typically caused by a large or awkwardly positioned foetus, by smallness of the maternal pelvis, or by failure of the uterus and cervix to contract and expand normally.

“An epidemic” means a widespread occurrence of an infectious disease in a community of animals at a particular time.

“Game scout” means a person employed by the insured to observe and monitor the wellbeing and location of animals.

“Fair market Value” means the probable price at which a willing buyer will buy the insured animal from a willing seller when both are unrelated, know the relevant facts, neither is under any compulsion to buy or sell, and all rights and benefit inherent in (or attributable to) the insured animal must have been included in the transfer.

“Humane slaughter” means that the insured animal must be euthanized so as to prevent further suffering.

“Insured animal(s)” means the animals recorded in the Cover Note.

“Necropsy” means a necropsy conducted by a veterinary pathologist according to best practice at the time of the necropsy, and includes any pathology reports

“Old age” means that the animal has reached an age that equals or exceeds the average age for that species of animal as observed in the wild and/or when their teeth are in a state of decay such that they are no longer able to eat naturally.

“Open Auction” means that insurance is arranged after the fall of the auctioneers hammer.

“Predation” a relationship between two animals of unlike species in which one of them acts as predator that captures and feeds on the other species that serves as the prey.

“Post release stress” means the release of adrenaline and cortisol hormones into the body of the animal and which prejudices the physical health, psychological state, social relationships and their relationship to salient features of their environment .

“Species” means an individual belonging to a group of organisms (or the entire group itself) having common characteristics and are capable of mating with one another to produce fertile offspring. It has to be ecologically and recognisably the same.

“us/our/we” means the Insurer.

“you/your/yours” means the name(s) shown in the Cover Note and includes any person acting on your behalf.

“Veterinary surgeon” means a person who is qualified, holds a current valid licence to practice and who is authorised to practice veterinary medicine by the relevant government authority and who is certified to perform advance general or orthopaedic surgical procedures.

“Veterinarian” means a person who is qualified, holds a current valid licence to practice and who is authorised to practice veterinary medicine by the relevant government authority.

“Veterinary assistant” means a person with experience in the handling of animals but is unqualified and does not hold a license to practice veterinary medicine.

“Warranty” means a policy term that must be observed precisely.

“Wildlife Handler” means a person who has been trained and is qualified to implement the procedures and protocols that enable them to apply the most advanced knowledge for containment, recovery and impeccable handling of wildlife, in order to avoid capture Myopathy and prioritise the welfare of each individual animal.

Limits of Indemnity

The maximum amount we shall pay you in respect of any insured animal(s) is the limited to either:

- (a) the fair market value of the animal or;
- (b) the agreed value of the animal

as stated in the Cover Note, on the date of the occurrence of a defined event less the first amount payable and any pro rata rateable proportion of any dual insurance.

Provided that the automatic limit of indemnity shall be the “Fair market value” unless otherwise stated in the Cover Note.

We retain the right to indemnify you by replacing the animal with another animal of the same species, gender and age (as stated in the Cover Note) which is substantially in the same condition as the replaced animal before the occurrence of the defined event.

You may be required to sign an agreement of loss before we finalize or settle any claim.

The first amount payable is the amount which you must pay first in respect of each and every claim before we pay any claim. The amount of your first amount payable is specified in the Cover Note.

Our liability for any claim, interest and any other taxes other than VAT referred to below during any one period of insurance will not exceed the indemnity limit or amount of compensation, which includes VAT, stated in the Cover Note.

In any event, the maximum amount we shall pay you under the policy for all claims in the aggregate is R25 (Twenty Five) million Rand, or as stated in the Cover Note.

Where we admit the validity of a claim but there remains a dispute between us as to the value of the animal, then that dispute shall be resolved by arbitration, in terms of the Arbitration act 1965 (act No 42 of 1965) as follows:

Arbitration

To initiate arbitration, either we or you will notify the other party in writing of its desire to arbitrate, stating the nature of its dispute and the remedy sought. The party to which the notice is sent must respond to the notification in writing within 15 days of its receipt.

The arbitration will be held in the city in which the principal office of the defendant party is domiciled. The arbitration panel will consist of three arbitrators who will be active or

retired persons in the Wild life Industry and who will be familiar with the Wild Life insurance business.

Two arbitrators who have no financial interest in either of the parties will be agreed on by both parties and the third by the first two arbitrators.

If either of us fails to appoint an arbitrator within 30 days after the other contracting party has given notice of its appointment of an arbitrator, or if the two arbitrators appointed by or for us fail to agree on the choice of the third arbitrator within 30 days after the appointment of the second, such appointment will be made instead by the President of the South African Insurance Association.

Any objection to an arbitrator should be stated before arbitration begins.

Within 28 days of appointment of the arbitrators, we will each submit to the arbitrators and to each other such evidence and submissions on value as we wish to make, and each party will then have a further 15 days to respond.

Thereafter the arbitrators will proceed to determine the value of the animal.

Once chosen the arbitrators are empowered to decide all substantive and procedural issues by a majority of votes, including establishing such procedural rules as they consider warranted by the facts and circumstances of the particular case, including inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration.

The arbitrators will conduct their deliberations informally and will regard this Agreement from the standpoint of equity and the customary practices of the Wild Life industry rather than from that of strict law, for the purpose of carrying out its evident intent.

The arbitrators will decide by a majority of votes and will render their decision in writing to both of us within 90 days after the appointment of the third arbitrator. Such decision

will be final and binding upon both of us and there will be no appeal from the decision. Any arbitration award will be limited to the value of the animal(s) in question

We will pay you the value awarded within 21 days of the arbitrators' decision having been communicated to us.

The party whose fair market value is furthest removed from that of the arbitrators will pay all fees and expenses of the arbitrators. If you are liable to pay the arbitrators then the fees and expenses will be deducted from the amount paid to you.

Territorial Limits

Your insurance provided in terms of this policy applies to Insured events occurring within the following territories:

The Republic of South Africa, Namibia, Botswana and Zambia.

General Terms and Conditions

1. The Contract

This Policy Document, Cover Note, your request for insurance including any proposal form and any communication between us whether written or verbal and any declaration made by you or on your behalf forms the basis of the contract between you and us.

2. Commencement of your insurance

Insurance in terms of this policy commences on the start date and time stated in your Cover Note, provided that the full premium due is paid by you on the premium payment date stated in the Cover Note. If you do not pay the premium on the premium payment date, this insurance shall not incept even if you pay, or tender payment of the premium, late, and we have not recorded in writing to you that we accept that late premium and that your insurance has commenced.

If we do not elect to accept the late payment of premium, that premium will be refunded to you within 30 (thirty) days after receipt thereof.

3. Period of insurance

This is the period stated in the Cover Note which commences at 00h00 on the commencement date and terminates at 24h00 on the last day of the period of insurance unless otherwise expressly stated in the Cover Note or as stated in Condition 5 below.

4. Annual Policies paid Monthly

4.1 You must pay your premium every month by debit order before the beginning of the month to which cover applies. We will present your debit order to your authorized financial institution or intermediary on the date shown in the Cover Note.

4.2 If we do not receive your premium by the date shown in the Cover Note:

4.2.1 because you have instructed your authorized financial institution or intermediary not to honour the debit order, all insurance under this policy will end on the last day of the month for which we have received your premium;

4.2.2 for any reason other than that mentioned above we will present your debit order again and collect it with your debit order for the next month. If only one debit order is paid we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

4.3 Extension Period for Premium Payment

Notwithstanding 4.2.1 and 4.2.2 above, you are entitled to an extension period of 15 (fifteen) days from the date that the premium is due to be paid,

as stated in the Cover Note. This extension period will only be applicable from the 2nd (second) month of validity of the Policy.

If we make any payment in respect of a claim for which you are indemnified in terms of this policy, then you must immediately pay to us all monthly premiums for the balance of the annual period of the policy.

Alternatively we may offset the balance of the monthly premiums due to us against the claim settlement amount.

5. Termination of your Insurance

Your insurance in terms of this policy terminates automatically and immediately upon:

5.1 you selling or otherwise disposing of an insured animal or;

5.2 In respect of a Closed Auction, at 24h00 on the last day of the period of insurance expressly stated in the Cover Note.

6. Holding Covered

6.1 In respect of an Open Auction, if we agree to hold covered against the occurrence of a defined event, we will do so from the time of the fall of the auctioneer's hammer, at until 24h00 on the last day of the period of insurance expressly stated in the Cover Note.

Provided that:

6.1.1 Terms and conditions are immediately agreed for the insurance as far as is reasonably possible after the fall of the auctioneer's hammer;

6.1.2 The premium is paid at the same time as the terms and conditions are agreed or within 48 (forty eight) hours thereafter;

6.1.3 The insured animals shall not be removed from the auction site and/or holding pens before the premium has been received by us.



7. What You Are Covered For By This Policy

Subject to these General terms and conditions and to any specific terms and conditions contained hereinafter, we will insure you in terms of this policy for the insured events stated hereinafter.

Provided that:

- 7.1 We have received your premium in terms of General terms and conditions of this policy;
- 7.2 This policy does not apply in respect of an insured event if either the insured amount or the limit of indemnity shown in the Cover Note is shown as “Nil” or “Not applicable” or has no sum insured against it or is blank.

8. Observance of Policy Terms

Failure on your part of any person claiming indemnity or benefit under this Policy to observe the policy terms, conditions or warranties will relieve us of any liability under this Policy.

9. Non-Disclosure, Misrepresentation, Misdescription and Change in Circumstances

We may declare the whole or any part of this policy invalid if you have:

- 9.1 failed to declare to us any illness, disease, lameness, injury or physical disability affecting the insured animal(s)
- 9.2 not provided us with all the details that affect the risk;
- 9.3 misrepresented or misdescribed any details that affect the risk;
- 9.4 not advised us immediately of any change in the risk.

Should there have been any material change in the risk, then we may amend the insurance and premium from the date of the change.

If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk.

10. Your Rights and the Rights of Others

The provision of insurance for persons other than you does not give them the right to claim. You may claim for them and your receipt will discharge us. You may not surrender or confer your rights or responsibilities to another person.

11. Duty of Care

You must take all reasonable precautions and all reasonable care to prevent and/or minimize loss, damage and death, injury or liability. This includes but is not limited to:

- 11.1 Providing all insured animals with appropriate and sufficient nutrition, water and shelter;
- 11.2 Providing all insured animals with appropriate and proper care and attention, including Veterinary care and attention;
- 11.3 Ensuring that the insured animal’s habitat, environment, boma, pen or enclosure is suitable to the species of the insured animal, as required by applicable legislation, regulations and industry standards;
- 11.4 Protect insured animals against contagious or infectious diseases and immediately isolate any animal infected or suspected to be infected by a contagious or infectious disease;
- 11.5 Taking all necessary reasonable steps to contain the spread of disease;
- 11.6 Immediately employing the services of an appropriately qualified veterinary surgeon in the case of the insured animal being injured, lame, infected or suspected of being infected by a contagious or infectious disease;

11.7 Ensuring that standard fire fighting equipment and procedures are in place and maintained in order to protect the insured animal(s);

11.8 Determining the condition of each insured animal at least every second day and if any animal is not seen in a 48 hours period, you must advise us immediately and take immediate steps to determine that insured animal's location and condition;

12. Changes

We may make changes to this policy by giving you 30 days' written notice of the changes via e-mail to your brokers. They will then notify you by means of communication agreed between you and your broker.

13. Fraud

You will lose all rights under this policy if:

13.1 A claim is in any respect fraudulent or if fraudulent means are used by you, or anyone acting on your behalf, to obtain any benefit under the Policy;

13.2 A claim in any way occurs due to a willful, deliberate and/or intentional act committed by you or with your connivance;

13.3 If your claim is rejected on any of the basis referred to above, you must refund to us all our costs and expenses, including claims preparation costs incurred by us in investigating, processing and rejecting that claim

14. Theft under false pretences

This policy does not cover the theft of any insured animal where you have been induced into a sale transaction by a fraudulent scheme, trickery or false pretence. You may not part with the possession and title of the insured animal unless you have prior confirmation from your bankers that valid and legal payment for the sale has been made.

15. Claims Procedures and Requirements

15.1 You must:

15.1.1 Ensure that under no circumstances is the scene of the event giving rise to the claim under this policy disrupted or altered by you or any other person, other than except to the extent determined to be specifically necessary by the attending veterinary surgeon or pathologist.

15.1.2 Inform us telephonically of the death of an insured animal you intend to claim for immediately you becoming aware of the death to enable us to collect the carcass within 24 (Twenty four) hours and to arrange to have a necropsy conducted or to advise you to have the necropsy conducted if we elect not to do it ourselves.

15.1.3 Comply with either of the two following scenarios regarding the safekeeping and collection of the carcass of the insured animal and subsequent necropsy:

Scenario 1- If we elect to conduct a necropsy:

You must leave the carcass as it was found or as agreed between us;
We will arrange to remove the carcass conduct a necropsy at our cost.

Scenario 2 - If we have elected that you should conduct the necropsy at your expense, you must:

Secure the carcass of the insured animal, at your own cost, in a cold storage facility to prevent further deterioration of the carcass;

Agree with us the veterinary pathologist to be appointed to arrange for an immediate necropsy to be conducted on the insured animal at your own cost;





Forward the full necropsy report to us within 7 (Seven) days of the necropsy being conducted.

Notwithstanding Scenario 2 above we reserve the right to conduct a further necropsy at our cost and in such a case will:

Specify the veterinary pathologist appointed to do so;

The carcass must remain in cold storage until such reasonable time as we agree in writing that the carcass may be disposed of.

15.1.4 Subsequent upon you having advised us telephonically of the death of the insured animal you shall also inform us in writing of the event and submit your claim form to us within 7 (Seven) days of you becoming aware of the event.

15.1.5 We may take over and conduct the defense or settlement of any claim and have the right to use your name for this purpose.

15.1.6 We may, at any time, relinquish control of any defense, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do then we will be discharged from all further liability.

15.1.7 If this policy provides insurance to you and any other person, we may pay the other person and the payment will discharge us from any further liability.

15.1.8 If we reject a claim in writing, or if you dispute the amount of a claim which was made in writing, you may, within 90 (Ninety) days from the date of such communication, make written representations or institute legal proceedings against us.

15.1.9 We are not liable after 12 (Twelve) months from the date of the event that gives rise to a claim, unless the claim is the subject of court action or arbitration or is a claim in respect of your legal liability to a third party

15.2 Subject to all of the above:

If a claim is settled as a total loss under the policy, the animal will be deleted from the schedule as from the date of loss without a refund of premium for the unexpired period of insurance.

16. Mitigation of Loss

At your own cost, you shall take all necessary and reasonable steps to mitigate any loss including but not limited to identifying the guilty party and recovering the insured animal or carcass in the case theft or poaching.

17. Reporting of Losses to the Police

You shall report in writing any incident of theft, hijacking, poaching, and outbreak of a contagious disease or fire to the police within 24 hours of you becoming aware of the event.

18. Legal Proceedings

You shall immediately inform us in writing if you become aware of any possible prosecution, legal proceedings, or claim against you following an event.

You shall not admit liability, offer, and promise or pay in respect of any event that may result in a claim without our prior written consent.

19. Abandonment

You may not abandon any property to us, whether we have taken possession of it or not. All costs for the disposal of a carcass whether following a necropsy or otherwise shall be payable by you unless otherwise agreed to in writing by us.



20. You must give all the information and assistance required by us to:

20.1 Provide us with proof of your ownership and value of the insured animal;

20.2 Recover any payments made by us from another party;

20.3 Assist with identifying and recovery of lost or stolen property which has been found.

If you fail to comply with this condition you shall immediately become liable to repay to us all amounts already paid in respect of the claim.

21. Other Insurance

You must advise us of any other policy which may cover the same event. If a claim payable under this policy is also payable under any other policy we will only pay our proportional share of the claim.

22. Cancellation

You or we may cancel this policy at any time by either of us giving the other 30 (thirty) days notice in writing.

Provided that in respect of a monthly paid policy, if two consecutive monthly premiums are not paid then cover will automatically and retroactively cease from the end of the last month for which the monthly premium was paid.

23. Refund of premium

No refund premium which may be due to you will attract interest.

In the case of any policy which is cancelled you will be entitled to a refund on the following scale:

1. If you are covered for 25% (Twenty five percent) of the policy period you will receive a refund of 60% (Sixty percent).

2. If you are covered for 50% (fifty percent) of the policy period you will receive a refund of 30% (Thirty percent).

3. If you are covered for 75% (Seventy five percent) of the policy period you will receive a refund of 15% (Fifteen percent).

4. If you are covered for more than 75% (Seventy five percent) of the policy period no refund will be payable.

The refund of premium will not apply where a claim for an insured animal has been paid during the period of insurance.

24. Jurisdiction

This Policy is subject to the jurisdiction of the courts of the Republic of South Africa, Namibia, Botswana and Zambia provided that any judgments handed down by any court outside of the Republic of South Africa shall be ratified by a South African court of competent jurisdiction if we so require.

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

25. Clean Bill of health

Unless we agree otherwise in writing, you must, before the inception date of the insurance cover, or within 48 (forty eight) hours thereof provide us with a veterinary certificate testifying to the sound health and absence of any obvious illness, disease, lameness, injury or physical disability of any insured animal as far as can be reasonably established from a visual inspection by a wildlife veterinarian.

26. Access to your premises

You must allow us, or any person appointed by us, access to the premises where the event took place and to all insured animals when we require you to do so and to take possession of any insured property and deal



with it in a manner we consider reasonable. If you refuse us access then all cover under this policy shall cease immediately.

27. Berserk animals

If it becomes necessary to humanely destroy an insured animal if it is in transit because you allege that it became totally uncontrollable and presented a danger to human life, the means of conveyance, other cargo including other animals or other peoples' property then the onus of proving that that such destruction was necessary shall be upon you.

Prior to destruction an order must be given by a responsible authority such as but not limited to a Wild life veterinarian.

28. Use of capture vehicles and Helicopters

We will not indemnify you while the capture vehicle and/or helicopter is being driven, flown or used:

28.1 by you or any person with your permission and knowledge who is not licensed to drive the vehicle or fly the helicopter in terms of legislation applying to the territory in which the vehicle or helicopter is being used. Provided that if a license is subject to renewal the driver or pilot must have held and not be disqualified from holding or obtaining such a license.

28.2 by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breathe is more than the statutory limit, howsoever it may be measured.

General Exclusions

We will not cover any loss, damage or legal liability which is caused by or results from or relates to any of the following:

1. Riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind.
 - 1.1 Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above.

- 1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.

- 1.3 Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.

- 1.4 Any act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.

- 1.5 Any act calculated or directed to bring about loss or damage 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 provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.

- 1.6 Any attempt to perform any act referred to in General Exclusion 1.4 or 1.5 above.

- 1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any referred to in any of General Exclusions 1.1 to 1.6 above.

- 1.8 Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

2. Event that happen for which the associated damage is bound by statutory law



Any event for which a fund has been established under the War Damage Insurance and Compensation Act (Act 85 of 1976) of the Republic of South Africa or any similar act operative in any of the countries to which this policy applies.

3. Nuclear Material

Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel which includes any self-sustaining process of nuclear fission.

4. Nationalisation

Nationalisation, confiscation, commandeering, requisition, willful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

5. Liability by Agreement

Any liability which you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

6. Indirect Loss

Consequential or indirect loss and/or loss of interest on any claim in any circumstances whatsoever except as specifically provided for in the policy.

7. Asbestos

Any legal liability, loss, damage, cost or expense whatsoever or any consequential loss 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.

8. Specific acts of nature

Death caused directly, indirectly or in consequence of Earthquake, Volcanic eruptions and any other convulsions of nature.

9. Insured animals off the Premises

Any insured event if the insured animal is not on the premises noted on the insurance schedule. This exclusion does not apply to Transit Cover.

10. Pregnant animals

In the case of a pregnant insured animal, the embryo and / or foetus.

11. Offspring of the insured animal

Any insured event if this applies to the calf or offspring of the insured animal. For purposes of this exclusion, a calf or offspring of the insured animal is an animal younger than 6 months old.

12. Surgical or medical procedures

The death of the insured animal arising directly or indirectly or in consequence of the following:

12.1 Surgical or medical procedure unless such surgical or medical procedure is necessary only because of accident, injury, illness or disease occurring during the period of insurance and is carried out in an attempt to save your animal's life. The procedure shall be conducted by a veterinary surgeon qualified to undertake the procedure and we must be notified in advance and consent to the procedure in writing prior to it taking place unless if it can be shown to have been an emergency;

12.2 Subject to 12.1 above procedures involving a general anaesthetic shall only be carried out in a adequately equipped veterinary clinic unless the a qualified veterinary qualified to undertake the procedure surgeon certifies that it was not in the best interests of the animal to be moved to the clinic.

12.3 The administration of any medication unless administered by a qualified veterinary or appropriately qualified surgeon or under the



supervision of an appropriately qualified person. Medication includes any drug, hormone, vitamin, protein or other substance other than unaltered food or drink;

12.4 The use of incorrect vaccines or misadministration thereof for any reason;

13. Humane slaughter

Humane slaughter of the insured animal for any reason unless we have agreed in writing in advance to such destruction and a licensed veterinarian has in writing recommended euthanasia for humane reasons;

14. Economic slaughter and/or Culling

Slaughter for economic reasons and/or the Culling of the insured animal and/or Slaughter of the insured animal ordered by any government or local authority or by any person or entity having or claiming the judicial right to order such slaughter;

15. Necropsy unable to be undertaken

In those cases where the carcass of the insured animal is so badly decomposed that a necropsy cannot be undertaken then we will not compensate you.

However in the case where the insured has complied with all the terms and conditions of this policy as far as possible and a reasonable cause of death which is insured by this policy, can be established, even if a necropsy could not be performed then we will pay an amount which we consider reasonable taking into account all the circumstances surrounding the insured event.

16. Pollution and/or contamination

Pollution and/or contamination of any kind howsoever arising.

17. Poisoning of the insured animal

The poisoning of the insured animal unless the poisoning is a direct result of a snake, spider, scorpion,

insect bite or sting, or tetrapod bite excluding a tetrapod bite received in the course of predation or any attempt thereat.

18. Straying, escape or disappearance

The straying or escape or disappearance of the insured animal(s) from the location specified in the insurance schedule in circumstances which cannot be identified and/or established.

19. Death

Death caused directly, indirectly or in consequence of natural causes including but not limited to:

19.1 Old age

19.2 Drought, starvation, predation

20. Sanctions

We will not pay a claim to a party in any country outside the Republic of South Africa if paying the claim will 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 or United States of America.

21. Epidemic/Pandemic exclusion

We shall not be liable in terms of this policy for any Insured Event resulting from, any infectious epidemic or pandemic which leads to the imposition of quarantine or the restriction in movement of people or animals or any travel advisory or warning being issued by a national or international body or agency or any fear or threat of such classification or advisory whether actual or perceived.

Furthermore we shall not be liable for any loss occurring from a specific disease illness or sickness during a period when the named disease illness or sickness has been declared an epidemic by the relevant authorities and/or;

any loss occurring from disease, infections and infestations listed by the World organisation for animal health.

If we declare that because of this exclusion, we are not liable then the onus of proving otherwise rests with you.

In addition to the General Terms, Conditions and Exceptions we shall not be liable for the following specific events unless stated in the Cover Note to be insured and the appropriate additional premium is paid by you:

1. The poaching of Rhinoceros.
2. Predation.
3. Capture Myopathy.
4. Post release Stress
5. The death of a calf or offspring of the insured animal as a result of flood, fire, storm and lightning.
6. Death caused directly, indirectly or in consequence of the following diseases:

Red water; Black water, Heartwater
Gall sickness
Encephalon myocarditis
Salmonella/ Coccidiosis
Any tick related diseases
7. The death of an insured animal following such animal contracting the diseases specified in the Cover Note or if the disease manifests itself during the first 14 (Fourteen) days of the commencement of this insurance.

Insured Events

We will compensate up to the limit of indemnity stated in the Cover Note.

For all risks of death including injury and humane slaughter of the insured animal whilst in the veldt, in a boma and as stated in the Cover Note.

In addition we shall also pay for the costs:

1. For veterinary fees up to the amount stated in the Cover Note in order to preserve the life of an Insured animal, prior to mortality, excluding any costs incurred in proving a claim under this policy.
2. Expenses incurred by you to recover an animal that has escaped from your premises

If an insured animal escapes from your premises through an open gate or through a hole in any fence or as the result of the non-operation of any electric fence then provided your premises are fully enclosed by recognised and adequate game fences to contain all the species of animals on your premises as stated in the schedule, all such fences are inspected by a qualified person every day and any faults are rectified immediately, we will pay the costs up to the sum insured for this extension for the recapture and recovery of the escaped insured animal and relocating them to your premises as well as the cost of the repair of the perimeter fence.

3. Emergency game feed costs

We will pay for the cost, up to the sum insured stated in the Cover Note, for emergency game feed after a fire has destroyed grazing or harvested and stored accumulated fodder on your premises for the period specified in the Cover note.

4. Management Capture

We will compensate you up to the amount stated in the Cover Note for the death of an insured animal as a result of the darting of an insured animal by your management and which is necessitated by your need to work on the animal including the movement of such animal to another camp at your premises only,

Provided that:

- 4.1 No one individual animal may be darted more than once for this purpose during the period of insurance unless otherwise agreed and the appropriate premium is paid prior to the darting;
- 4.2 All policy conditions must be complied with;
- 4.3 You must advise us prior to any capture activity takes place.

5. Emergency Capture

We will compensate you up to the amount stated in the Cover Note an Insured Event resulting from the emergency capture of such animal and which is necessitated by your need to attend to the insured animal requiring assistance including the movement of such animal to another camp at your premises only.

Provided that:

- 5.1 For the purposes of this Insured Event “work” shall mean a specific task, duty, function, or assignment involving sustained physical or mental effort to overcome obstacles and achieve an objective or result.
- 5.2 You will be liable for the premium for the Emergency Capture should this occur;
- 5.3 All policy conditions must be complied with;
- 5.4 You must advise us timeously of the occurrence of the Emergency Capture whether the insured animal subsequently dies or not.

Conditions applicable to Insured Events

1. During capture and release:

- 1.1 chemical immobilisation and antidote drugs may be used provided that the capture and release drugs must be comply with specifications and the recommended dosage for the insured animal.

- 1.2 The drugs and the dosage must be prepared for use and administered by the capture team Wildlife veterinarian.

- 1.3 The team undertaking and in control of the capture must be overseen by a wildlife Veterinarian.

- 1.4 You must provide us, in writing, before the commencement of any capture operations with:

- 1.4.1 Details of the supervising veterinary service including the veterinarians’ cellular telephone number;

- 1.4.2 The details of the capture plan, time and expected duration of capture;

- 1.4.3 The total number and details of the animals, including the species, to be captured irrespective of the total number of insured animals that may be captured.

- 1.5 Where the insured animal experiences any threat to its life arising out of the capture either by way of chemical substance, accident or injury, the team wildlife Veterinarian and the Veterinary assistant must attend the animal immediately and ensure that the insured animal receives the appropriate care and attention;

- 1.6 Unless otherwise stated in the schedule, should an insured event occur during the capturing process then all capturing activities must be halted immediately and may only be resumed if we expressly agree that you may continue.

- 1.7 Capture shall not take place during adverse weather conditions.

2. Translocation

- 2.1 The route taken must be the shortest and most appropriate direct route and shall be uninterrupted provided that it is not prejudicial to the welfare of the animal.

2.2 Cover commences when the insured animal is loaded onto the conveying vehicle or into the crate used for the transportation and ends when the insured animal is unloaded or is allowed to step off from the conveying vehicle or out of the crate notwithstanding that the animal may not have reached its final destination. All insured animals must be appropriately tranquilised by the team wildlife veterinarian.

2.3 Notwithstanding 2.2 above, insurance shall continue in force until the animal has reached its final destination should it become necessary to release the animal temporarily from the conveying vehicle or from the crate when the final destination has not been reached. It is incumbent upon you together with your transporter to ensure that the animal is only released into a facility and/or into holding pens that are constructed so as to prevent injury to the insured animal in accordance with the SANS Codes of Practice, as applicable from time to time.

Provided that:

2.3.1 Your accompanying wildlife handler shall oversee the unloading and subsequent reloading if applicable.

2.3.2 You must advise us as soon as you become aware that the temporary release has taken place and if requested by us you must employ, at your cost, the services of a wildlife veterinarian to attend the scene as soon as possible to ensure the welfare of the animal has not been compromised.

2.3.3 If it necessary for the animal to be tranquilised before the journey is continued then the tranquiliser must be administered by a wildlife veterinarian.

2.3.4 If it found that the welfare of the animal has been compromised then all cover for that animal shall cease immediately.

2.3.5 All loading and/or unloading of animals shall take place during daylight except in the case of an emergency.

2.4 Should it become necessary to release the animal temporarily from the conveying vehicle or from the crate when the final destination has not been reached and it not possible for the insured animal to be released into a facility described in 2.3 above then you must:

2.4.1 advise us immediately and

2.4.2 employ, at your own cost, the services of a wildlife veterinarian to attend the scene as soon as possible to ensure the welfare of the animal has not been compromised and to advise on the release of the animal into any immediately available holding facility.

If the wildlife veterinarian advises that temporary release may take place into that facility then insurance shall continue in force until the animal has reached its final destination subject to provisos 2.3.1 to 2.3.4 above.

2.5 Translocation may take place by road, air, sea or rail;

2.6 At the commencement of the translocation the conveying vehicle must be in a condition that complies with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that the vehicle is being used in;

2.7 The conveying vehicle must be designed and outfitted for the transport of the insured animal as specified in the schedule and registered for the transport of wild animals and also to ensure that the insured animal is safely contained within the vehicle and that the limbs and head of the insured animal do not protrude outside the sides and top of the vehicle. There must be sufficient head room to enable travel in a natural position without injury to head or back and to allow for adequate ventilation when the conveying vehicle is not moving.



2.8 All loading facilities and holding pens must be constructed so as to prevent injury to the insured animal in accordance with the SANS Codes of Practice, as applicable from time to time.

2.9 The driver or person in control of the conveying vehicle must be in possession of a valid and suitable driving license and permit as required by law for the conveying vehicle and load and the license must not be endorsed for drunken or reckless and negligent driving.

If the conveying vehicle is involved in an accident, collision or overturns and the driver is found to have a concentration of alcohol in the blood exceeding the legal limit, fails a breathalyser test or refuses to give either a breath or blood sample, is under the influence of alcohol or drugs or leaves the scene of the accident, collision or overturning, unlawfully then all benefit under this policy shall be forfeit.

2.10 The conveying vehicle, container, lifting or hoisting device must comply with all legislation regarding roadworthiness and operation thereof including occupational health and safety.

2.11 The transporter employed for the purpose of relocating the insured animal must be appropriately qualified to undertake the translocation and an experienced wildlife handler must accompany the animals for the entire duration of the journey.

2.12 If transportation is interrupted for any reason, the transporter must ensure that the insured animal is cared for in a way that does not increase our liability to you.

Adequate food and water must be provided throughout the journey as necessary as per SABS guidelines and insured animal must be kept in a fully ventilated area.

2.13 Two (2) weeks food per animal must be transported together with the animals to the new premises and will

form part of the introduction to the new environment food and to minimise stress.

2.14 No animal may be loaded or penned together with another animal to which it may have a natural antipathy. Animal from different camps must be loaded in separate compartments when being transported.

2.15 Animals must be unloaded as soon as possible after arrival on a solid and stable ramp. They may not be offloaded near perimeter fences, dams or rivers.

2.16 Appropriate shelter from the elements must be provided during transport and the animals must be protected from climatic extremes, particularly but not limited to combinations of cold, wind and rain. Shade from direct sunlight must be provided.

2.17 Animals must be inspected by a wildlife handler within 1 hour of the start of the journey in order to ensure that the general condition and wellbeing of the animals is usual for that type of journey. The animals must then be inspected at least every two (2) hours thereafter throughout the journey and where appropriate must be allowed to ruminate.

Extensions (If stated in the Cover Note to be included)

Subject to the Territorial Limits, General Terms and Conditions and General Exclusions of this policy this policy is extended to include:

1. The poaching of Rhinoceros.

We will compensate you up to the amount stated in the Cover Note for any Rhinoceros which is poached provided that the animal:

1.1 is detailed in the Cover Note.

1.2 is identifiable from a DNA sample and an imbedded microchip.

1.3 was protected by a trained anti-poaching unit unless otherwise agreed by us in writing.

We shall also pay for the insured animal to be euthanised if it is left by the poachers in an injured state and no other course of action is possible.

2. Predation

We will compensate you up to the amount stated in the Cover Note for the death of an insured animal as a result of predation, limited to one event, provided that adequate evidence is available to prove that predation occurred.

3. Post release Stress

We will compensate you up to the amount stated in the Cover Note for the death of an insured animal as a result of Post release Stress provided that all conditions applicable to release have been complied with as far as is reasonably possible.

Provided that we will not compensate you if the animal is in its 3rd (Third) trimester of pregnancy whether known or unknown by you.

4. The death of a calf or offspring of the insured animal as a result of flood, fire, storm and lightning.

We will compensate you the death of a calf or offspring of the insured animal as a result of flood, fire, storm and lightning.

The amount that we will compensate you for is limited to a maximum of 25% (twenty five percent) of the sum insured of the natural maternal parent insured animal as stated in the Cover Note.

You must take all reasonable precautions to protect the animal in the event of the occurrence of the above events.

5. Specified diseases cover

5.1 We will compensate you up to the amount stated in the Cover Note for the death of an insured animal

following such animal contracting the diseases specified in the Cover Note.

5.2 Compensation will only apply if the disease for which you have submitted a claim manifested itself on the premises as stated in the schedule.

6. Retro – active cover

Subject to the Terms Exceptions both General and specific, the Conditions and Warranties of this policy we will compensate you for the death of the insured animal up to the sum insured stated in the Cover Note as a result of:

6.1 capture Myopathy;

6.2 the animal contracting the diseases specified in the Cover Note.

Provided that you were completely unaware that the insured animal was infected when you became the owner and which results in a claim or claims first being made against us by you in writing during the period of insurance

Warranties

You warrant at all times that:

1. Appropriate permits

You hold and will continue to hold the appropriate permits obtained from the relevant government or provincial conservation agency for the capture, import and / or export, including transit, handling, protection holding, selling, or custody or any hunting of the insured animals.

2. Compliance with certain Acts

You comply and will continue to comply with and act within the provisions of the Animal Protection Act 71 of 1962, the South African Bureau of Standards (SABS/SANS) Codes of Practice, as applicable from time to time the Convention on International Trade in Endangered Species (CITIES) regulations or any



other act or law governing the capture, import and/or export, including transit, handling, protection, holding, selling, custody or any hunting of the insured animals.

3. Documentation

Whenever any documentation is required, any delays caused by non-compliance with import or export documentation or any regulation governing the movement of animals whether across international borders or districts or provinces within a sovereign country or the failure of any animal to pass a health or any other test will allow us to repudiate any claim made under this policy.

4. Ownership

You are the sole owner of each insured animal stated on the insurance schedule, or where the insured animal is owned by way of a syndicate or partnership, you are the sole owner of the stated interest in the insured animal.

5. Identification

All insured animals are and will remain uniquely identified by way of an identifying DNA sample or micro-chip.

The Micro-chip numbers of each insured animal must be received and approved by us prior to the occurrence of a defined event giving rise to the claim. Both we and you must retain a record of micro-chip numbers.

The microchip must be placed in the left mid neck subcutaneously by a qualified veterinarian. However if appropriate the veterinarian may also place the chip in an undisclosed position provided (except in the case of Elephant where it must be placed behind the ear) the chip is placed subcutaneously.

If you acquire or take possession of additional animals of the same species as those already on the premises, these additional animals will be similarly identified.

6. Mismanagement

There will be no mismanagement, malicious or willful injury or intentional acts or omissions by you, your family, representatives, agents, employees, anti-poaching units, game handlers, game scouts, veterinary surgeons or other persons who have care, custody or control of your animals.

We may, at our sole discretion and in writing waive any of these warranties.

