

GAME RISK

DEFINED EVENTS

The Company hereby agrees, to the extent and in the manner hereinafter provided to indemnify the Insured in respect of such animal specified in the schedule and in accordance with the options of cover as may be selected by the Insured.

The Company's liability with regard to any animal stated in the Schedule will not exceed the insured amount stated next to such an animal in the Schedule. Insured values include value added tax as described in the Value Added Tax Act (89 of 1991).

After the Insured has applied to SANTAM LIMITED (hereinafter called "the Company"), through a written application form ("the proposal") which shall be the basis of this Policy and is deemed to be incorporated in this Policy and the Company has accepted the proposal and the Insured and the Insured has paid or pays the premium shown in the Schedule when it falls due, cover is granted to the Insured in respect of the animals as described in the Schedule, subject to the conditions, exclusions, extensions, claims procedures, terms and endorsements (where applicable) as stipulated in the Policy.

GENERAL CONDITIONS

Notwithstanding anything contained in the General section of the Policy wording, the following will apply:

The due observance and fulfillment of the conditions, claims procedures and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the validity of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make payment under this Policy. This Policy, the proposal and the Schedule will be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or the proposal or the Schedule will bear such meaning wherever it may appear.

Misrepresentation, misdescription and non-disclosure

In addition to the General Exceptions, Conditions and Provisions section, the following will apply:

In the event that more animals of a particular species than quoted on are captured, transported or held, those animals will be uninsured and losses occurring on those animals will not be covered. For example when quoted on five animals but seven were captured and two died, these two will be deemed to have been the uninsured animals and no claim will be entertained.

Warranty

It is herewith warranted that each insured animal will be of sound health, in a good condition and free of any illness, disease, lameness, injury or disability. The Insured warrants that all legislation including but not limited to statutes, regulations and by-laws of any government under whose jurisdiction the animals fall in connection with the transport, handling and holding of game be adhered to. This condition is the condition that precedes any liability of the Company.

First amount payable/excess

If the Company accepts liability, the Insured will be responsible for the percentage of the insured value, stated in the Schedule, as first amount payable as salvage for the meat, skin and trophy. In the event of rhinoceros, the Insured shall deliver the rhinoceros horn 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. Written proof should be sent to the Company after such delivery of the horn.

In the event that the death is a result of pregnancy the Insured shall be liable for an additional 20% of the insured value of such animal over and above the first amount payable stated in the Schedule.

Age limits

The minimum age for cover under this Policy 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.

Territorial limits

The Republic of South Africa and Namibia, except with regard to Transit where the territorial limits are extended to include Botswana, Zimbabwe, Swaziland, Lesotho and Mozambique.

CLAIMS PROCEDURE

In addition to the General Exceptions, Conditions and Provisions section, the following will apply:

Illness or ailments

The Insured will give notice within 24 hours to the Company of any illness or accident to any animal described in the Schedule and will at his own expense immediately provide for adequate attendance and treatment by a Veterinary Surgeon whose report will be furnished to the Company. The conveyance note signed on receipt of the animals where transit was involved, must accompany the claim.

Death

On the death of any animal described in the Schedule the Insured will give notice within 24 hours thereof to the Company by telephone or electronically by fax or e-mail. The Insured, at his own expense, will furnish the Company with a completed claim form and all other relevant information and proof that may be required by the Company, including a Veterinary Certificate and post mortem report, identifying the animal as the insured animal and clearly describing the cause of death. The Insured shall give the Company the opportunity to examine the carcass and shall not 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 will at his own expense, within 14 days after such death, supply the Company with the post mortem inspection report from a Veterinarian as well as the conveyance note signed on receipt of the animals where transit was involved.

The burden of proving that an insured animal has not died from an excepted cause as described in this Policy will rest upon the Insured.

The Company has the right to reject a claim as a result of non-compliance by the Insured through late notification or any non-compliance to any conditions or requirements as stipulated in the Policy.

The Company is not liable for payment of any loss or damage after 6 months from date of loss, unless the claim is the subject of a hanging court case or arbitration.

SASRIA

SASRIA wording available on the SASRIA website at www.sasria.co.za.

COVER OPTIONS AVAILABLE

1. Transit – refer to Associated Marine: info@amua.co.za
2. Auction – refer to Associated Marine wording: info@amua.co.za
3. Veld
4. Chemical Immobilisation

3. Veld (if stated in the Santam schedule to be included)

Option A: Limited cover

1. Death or humane killing of the insured animal, as described in the Schedule as a result of fire and/or lightning while on the insured premises as noted on the Schedule.
2. Capture costs following Outbreak/Escape (under General Extensions) and related conditions are included here.

Option B: All Risk cover

1. Death or humane killing of the insured animal, as described in the Schedule as a result of or following any event not otherwise excluded in terms of the Policy while on the insured premises as noted on the Schedule.
2. Capture costs following Outbreak/Escape (under General Extensions) and related conditions are included here.

The following cover periods are available under this Option: 3 months, 6 months and 12 months.

Specific conditions

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

- (a) The animal was introduced to the farm more than 30 days prior to the event (this condition will not be applicable to Limited cover);
 - the first 30 days veld cover following transit is available from AMUA.
- (b) Animals must be identifiable by means of microchips, ear tags or pictures showing distinct markings;
- (c) On inception of the insurance the insured animal must be healthy and free from any visible illness, disease, lameness, injury or physical impairment.
- (d) Upon death of a calf where the cow and calf was specifically insured under this cover option, the Company's liability for the calf shall not exceed 20% of the sum insured on this specific item.

A Veterinarian certificate confirming the aforementioned, per animal, must be provided to the Company within 5 days from inception of cover or within such period as agreed upon by the Company. A Veterinarian certificate will not be required if it can be proofed that uninterrupted cover was provided on the animal by means of a preceding Transit policy on which a Veterinarian already issued a certificate stating the animal was healthy and disease free.

SPECIFIC EXCEPTIONS

Insurance in terms of this section will not cover the following:

1. any cover that could otherwise be more specifically insured in terms of Cover options 1, 2 or 4;
2. death of buffaloes as result of Malignant Catarrhal Fever;
3. death as result of Dystokia.

SPECIFIC EXTENSION

Dystokia (if stated in the schedule to be included)

Specific exception 3 is deleted subject to the following:

1. an additional first amount payable of 20% of the sum insured if death is due to Dystokia;
2. death as result of Dystokia during transit is excluded.

4. Chemical immobilisation (if stated in the Santam schedule to be included)

Definition: Chemical immobilisation means “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”.

1. Death or humane killing of the insured animal, as described in the Schedule caused by or as a result of:
 - (a) accidental external injury sustained whilst the animal described in the Schedule is undergoing chemical immobilisation;
 - (b) any negative reaction resulting from the administration of the chemical drug while the animal described in the Schedule is undergoing chemical immobilisation; and/or
 - (c) any other medical condition not known prior to the chemical immobilization;
2. Death caused by a Professional Hunter in order to save human lives.

Specific exclusions

This cover choice does not include:

- (a) Death of the insured animal unless it occurs within 72 hours after the animal underwent chemical immobilisation;
- (b) Death directly or indirectly caused by or as a result of anything other than the result of the chemical immobilisation;
- (c) Death directly or indirectly caused by or as a result of psychological deviations, illness, ailments or temperature abnormalities;
- (d) Any chemical immobilisation for medical reasons or surgical procedures unless done by a qualified Veterinarian and certified in writing by the Veterinarian that it was necessary to save the insured animal following an insured event.

Specific conditions

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

- (a) Insured animals may only once in a 6 month period undergo chemical immobilisation for management purposes. Records of each chemical immobilisation must be kept by the Insured and provided to the Company in the event of a claim.
- (b) Where the insured animal experiences 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 must be treated by a Veterinary in such a way that the liability of the Company is not prejudiced.
- (c) The capture and release medicines, drugs and chemical agents used, must be suitable for the insured animal and must be chosen, prepared and administered by a Veterinarian, unless otherwise agreed to by the Company.
- (d) The Insured must keep comprehensive notes of the chemical immobilisation and provide it to the Company.
- (e) Comprehensive written reports by the Veterinarian and the Professional Hunter describing the details of the claim must be kept and provided to the Company.

GENERAL EXTENSIONS

1. Capture costs following outbreak/escape (only applicable to Transit All Risk, Auction All Risk and Veld Cover)

The reasonable cost and expenses incurred and necessary for the capture of the insured animal after outbreak/escape of the insured animal is covered subject to the following conditions:

- (a) Insured animals must be identifiable by means of microchips, ear tags or pictures showing distinct markings;
- (b) Indemnity is still subject to the first amount payable;
- (c) The limit of indemnity by the Company is limited to the maximum of 10% of the insured value of the escaped animal or the total insured value or R50 000, whichever is the lesser;
- (d) The Game capture process of the insured animal must be conducted by a qualified game capturer and handling enterprise;
- (e) No amount will be payable by the Company if the animals are not found or captured.

2. Fatal injury extension

Cover under this Policy is extended to include death as a result of an injury to any employee of the Insured, resulting from any action by a wild animal, provided that:

- (a) Cover is limited to maximum 3 people, per event;
- (b) Death must occur within 3 months of the said injury;
- (c) An amount of R10 000 per person will be paid to directors, executors or administrators of the deceased employee's estate, limited to R30 000 per insured period.

3. Veterinarian costs (pre-loss cost)

Cover under this Policy is extended to include the cost of Veterinarian fees incurred for treatment of the insured animal for the prevention of a loss on condition that the animal survives, but excluding the cost to proof a claim. The limit per insured period is R5 000 or amount as stated in the Schedule. No first amount is payable on Veterinarian fees.

On inception of the insurance the insured animal must be healthy and free from any visible illness, disease, lameness, injury or physical impairment. A Veterinarian certificate confirming the afore-mentioned, per animal, must be provided to the Company within 5 days from inception of cover or within such period agreed upon by the Company.

GENERAL EXCEPTIONS

The Company will not be liable in respect of losses directly or indirectly resulting from or arising out of:

- (a) Any willful, malicious or purposeful injury or poisoning resulting from feeding and/or watering and/or dipping by the Insured or any employee or representative or any other person, performed with the knowledge and permission of the Insured;
- (b) Any event relating to or resulting from:
 - (i) voluntary surrender of ownership due to fraudulent schemes or any other false pretence;
 - (ii) poaching including rhino poaching for their horn;
 - (iii) theft;
 - (iv) predation;
 - (v) failure to take reasonable care and precaution.
- (c) Accident or disease sustained or contracted during transit by air or by sea;
- (d) Other than as provided for herein, intentional slaughter whether by or under the order of any government or local authority or any person or body having jurisdiction in the matter except that the Company will not invoke this particular exclusion as a defence:
 - (i) where the Company shall have expressly agreed to the destruction of the animal; or
 - (ii) where an insured animal suffers an injury or is affected with an excessively painful disease and a qualified Veterinary Surgeon appointed by the Company certifies that it is incurable and so excessive that immediate destruction is imperative for humane reasons.

Provided that in all such cases, (i) or (ii) the Company shall be given the opportunity of having a post mortem examination carried out by their Veterinary Surgeon should they so desire.
- (e) This insurance does not cover death directly or indirectly caused by or in consequence of:
 - (i) any surgical operation unless conducted by a qualified Veterinary Surgeon and is certified by him to have been necessitated solely as the result of an accident, disease or illness directly caused by an insured peril and/or insured event and to have been carried out in an attempt to preserve the animal's life;
 - (ii) the administration of any medication unless by a qualified Veterinary Surgeon (or experienced personnel under Veterinary Surgeon supervision) and certified by a Veterinary Surgeon to have been of a prophylactic nature or necessitated as the result of an accident, disease or illness directly caused by an insured peril and/or insured event. As used herein "medication" includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink.

- (f) This Policy does not cover loss of or damage to property related to or caused by:
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii)
 - (a) mutiny, military rising, military 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;
 - (b) insurrection, rebellion or revolution;
 - (iv) any act (whether on behalf of any organisation, body or 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;
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above.

If the Company alleges that, by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- (g) This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No 85 of 1976).
- (h) Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this General exception an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.
- If the Company alleges that, by reason of this exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.
- (i) Ionization radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purpose of this exclusion only, combustion will include any self-sustaining process of nuclear fusion).
 - (j) Consequential loss however this may arise.
 - (k) Liability to third parties.