



PREAMBLE

Your Wildswinkel Versekering Makelaars policy is underwritten by Centriq Insurance Company Limited. Centriq Insurance Company Limited is an authorised financial services provider (FSP), licensed under FSP No. 3417. Wildswinkel Versekering Makelaars is an authorised financial services provider (FSP), licensed under FSP No. 47908. The Policy covers the events stated in the Sections below, occurring during the Period of Insurance (depending on the different policy types), up to the sums insured or limits of liability, as is stipulated in the specific cover obtained by the Insured. The Insured will be covered for certain events as stated in the policy, subject to the payment being received or premiums being paid up to date, depending on the cover that the Insured applied for. Please refer to the Policy Schedule to confirm the specific cover provided. Any Proposal and Declaration made by the Insured is the basis of and forms part of this Policy.

A) DEFINED TERMS

1. **Age of Animals:** No animals under the age of six (6) months will be insured.
2. **Application Form:** Refers to the Application document, containing a Proposal and Declaration submitted by or on behalf of the Insured to the Insurer, in respect of a prospective Policy.
3. **Boma:** A facility for holding captured animals constructed with suitable materials in accordance with applicable SABS Code of Practice.
4. **Catastrophe Cover:** Refers to the insurance specifically in respect of the death of (an) animal/s that is/are covered, as a direct result of fire, lightning, flood or hail as detailed in the appropriate section below and as shown on the Policy Schedule.
5. **Commission:** Your broker or financial advisor will earn a percentage of the premium payable as commission. Please refer to the Policy Schedule.
6. **Cover:** Refers to Insurance as defined and "covered" means insured.
7. **Cover Note:** Is the attachment, which forms part of this Policy and which shows important Policy details, the insurance cover and limits selected.
8. **Environment:** The external surroundings in which an animal lives or is held, which influences its development and behavior.
9. **Habitat:** The natural home of an animal.
10. **Insurance:** Refers to the insurance contract entered between the Insured and the Insurer in terms of which the Insurer insures the Insured against the loss of its insured animal/s in the circumstances of the defined events, subject to the exclusions and fulfilment of all the conditions.
11. **Insured:** Refers to the applicant stated in the application form.
12. **Insured Sum:** Is either the market value of the animal/s, the replacement value or the sum agreed with the Insurer at the inception of the Policy, whichever amount is less. The market value is defined as the current average price paid for an animal of the same species and of a similar general physicality to the Insured animal at auction as



determined by the published prices. Replacement value does not include future loss of income.

13. **Insurer:** Centriq Insurance Company Limited (FSP No. 3417).
14. **Mass Capture:** The act of capturing or attempting to capture more than one animal at a time, via a net and/or funnel herding system as opposed to darting an individual animal.
15. **Old age:** Refers to death of the insured animal directly or indirectly because of an illness and/or physical infirmity of the animal exacerbated by the old age of the animal.
16. **Permits:** To be obtained by the Insured and delivered to the Insurer prior to a certain event, e.g. translocation.
17. **Poaching:** The illegal hunting or catching or removal or killing of an insured animal from the Insured location as specified in the Schedule.
18. **Policy:** Refers to the insurance contract entered by the Insured and the Insurer as evidenced by the Policy Schedule.
19. **Policy Period:** Is the period during which the policy is in force.
20. **Policy Schedule:** Consists of the Cover Note, Invoice, Policy Wording, Claims Procedure and the completed and signed Application Form.
21. **Post Release Stress:** Exertional rhabdomyolysis which is physiological damage sustained by organs and muscles as a result of stress.
22. **Predation:** Refers to the act whereby a predator kills or scavenges an insured animal.
23. **Pre-existing disease, illness or injury:** Refers to any disease, illness or injury diagnosed or undiagnosed at the time of inception of the Cover with which the insured animal was afflicted. If the Insurer alleges that the insured animal had a pre-existing disease, illness or injury, the Insured will bear the onus of proving the contrary.
24. **Proof of ownership:** The Insured must furnish the Insurer with documentary proof that the Insured is the owner of the animal/s. The Insurer may request documentary proof of ownership at any time during the Policy Period and thereafter.
25. **Proper Care and Attention:** Refers to taking care of and attending to the insured animal/s, which duty shall include
Inter alia: monitoring of the animal to ensure that it is free from injury and/or illness, ensuring that there is no inter-specie conflict, ensuring that younger animals are not being bullied, ensuring that the animal is not carrying a heavy tick, worm or other parasitic burden, ensuring that the animal is receiving sufficient nutrition, via natural vegetation and/or feeding, ensuring that there are sufficient water and feeding points to limit competition between the animals, ensuring that the water and feeding points are moved regularly to limit the infestation of ticks, wireworms, worms and other parasites, ensuring that the Environment and Habitat is free from potentially harmful articles (such as pieces of wire, rope, glass and plastic). The Insured bears the onus of proving that the Insured has complied fully with the aforementioned requirements. Should any of the abovementioned concerns be identified, the Insured must immediately instruct a Veterinary Surgeon to attend to the animal and immediately take all necessary steps to remedy the animal's adverse medical condition, situation and/or Environment or Habitat and within 48 hours advise the Insurer in writing of the adverse condition and the remedial steps taken. Should a subsequent post-mortem examination of the animal's carcass reveal a stage of decomposition consistent



with the animal having died more than three days prior to it having been located and sent for a post mortem examination, such finding will be deemed to constitute prima facie proof that the Insured has breached the provisions of this clause and failed to render Proper Care and Attention, entitling the Insurer to repudiate the claim, unless the Insured can prove otherwise.

26. **Step-off:** Is the time and place where and when the Insured animal disembarked for the first time from the vehicle which transported it from one place to another, during an insured event.
27. **Valid Permit:** The Insured must be in possession of a valid permit to keep the animal/s and comply with the minimum land size requirements as required by nature conservation or any other applicable South African department or authority.
28. **Vet Certificate of Health:** A certificate issued by a qualified Veterinary Surgeon /Wildlife Veterinarian whereby it is confirmed via visual and/or physical inspection that the insured animal/s are free from any obvious injury, illness or disease.
29. **Veterinary Surgeon:** A veterinary surgeon, registered with the South African Veterinary Council.
30. **Wildlife Veterinarian:** A veterinarian registered with the South African Veterinary Council and in accordance with South African law or any other laws of South African nature conservation that might be applicable.

B) COVER OPTIONS

The following is a description of the cover provided:

1. ALL RISKS OF MORTALITY COVER:

The insured animal/s will be covered where the animal/s dies as a result of the following defined events:

- Post Release Stress
- Dystocia
- Illness
- Fire
- Disease
- Lightning
- Injury
- Flooding
- Accident
- Predation
- Theft
- Snake Bite
- Poaching
- Fighting

Conditions:

- 1.1. A completed Vet Certificate of Health, completed by a Veterinary Surgeon /Wildlife Veterinarian, is received and approved by the insurer prior to inception.
- 1.2. The insured animal/s is identified by an approved microchip and/or tag number.

Exclusions:

- 1.3. This insurance does not cover death as a result of a Pre-existing disease, illness or injury.



- 1.4. This Insurance does not include capture, darting, transit, translocation or the moving of an animal from one camp to another (hereinafter referred to as ('the other insurance options')), unless additional insurance has been taken up by the Insured in respect of the other insurance options for the specific task to be executed, and a policy has been issued by Wildswinkel Versekering Makelaars with regards to the specific event or procedure and an additional premium has been paid by the Insured in respect of the applicable other insurance options.
- 1.5. This insurance does not cover death as a result of Post Release Stress occurring more than 14 days after Step Off. Post Release Stress will not be covered if the person/s responsible for the capture of the Insured animal/s is/are not a recognized Veterinarian Surgeon/Wildlife Veterinarian.
- 1.6. This insurance does not cover any loss in respect of an insured animal which has broken a horn or tusk. A claim may only be submitted where the insured animal has died and a post-mortem must be furnished to the insurer in order for a claim to be registered.

2. CATASTROPHE COVER (Fire, Flood & Lightning Cover)

The insured animal/s will be covered, where the animal/s dies as a result of the following defined events:

- Fire
- Flooding
- Lightning

3. TRANSLOCATION COVER

The insured animal/s will be covered, where the animal/s die/s as a direct result of the following defined events:

- Collision
- Fire
- Hijacking
- Injury
- Overturning
- Theft
- Lightning
- Accident: where the insured animal/s suffers a stabbing injury from another animal while in transit and where the insured animal suffers an injury where the vehicle it is being transported in, is involved in an accident.

Conditions:

- 3.1. Cover commences from point of loading the animal/s into the vehicle/crate used for the transportation via road, air or sea, with cover ceasing at the point of step off.
- 3.2. Where transportation is interrupted due to accident, injury or illness the Transporter must ensure that the Insured animal/s are cared for in a way that does not prejudice the liability of the Insurer.



- 3.3. The Transporter employed for the purpose of relocating the Insured animal/s is a Professional Transporter of wildlife or as otherwise agreed by the Insurer in writing.
- 3.4. An experienced handler must accompany the animals at all times.
- 3.5. Adequate food and water is provided throughout the transit as deemed necessary as per SABS guidelines.
- 3.6. Drivers are experienced in the transportation of wild animals and have no driving convictions.
- 3.7. Animals are at all times kept in a fully ventilated area.
- 3.8. The vehicle used is suitable and appropriate for transit of the specific animals as specified in the Policy schedule.
- 3.9. Different species are not penned together at any time.
- 3.10. Animals are unloaded as soon as possible after arrival at the Insured's risk address.
- 3.11. Vehicles are designed so as to ensure that animals are contained within the vehicle. Extremities (limbs and/or heads) are not to protrude outside the sides and/or top of the vehicle. Animals must have sufficient room overhead to enable them to travel in a natural position without injury and to provide sufficient ventilation.
- 3.12. Appropriate shelter is provided during transport. Animals are protected from climatic extremes, particularly heat, cold, wind, rain and have sufficient shade from direct sunlight.
- 3.13. Animals are to be inspected within thirty (30) minutes of departure by either the driver or attendant and the vehicle must be stationary for a sufficient amount of time at least every two (2) hours throughout the journey to allow the animal/s to ruminate.
- 3.14. A completed Vet Certificate of Health, completed by a Veterinary Surgeon/Wildlife Veterinarian is received and approved by the insurer prior to inception.

4. CAPTURE COVER

The Insured animal/s will be covered, where the insured animal/s die/s as a direct result of the capture process, including injury whilst being injured in or during the capture process, for a period of 24 hours. The period of 24 hours commences at the moment the capture process is initiated. In order to qualify for Capture Cover, each insured animal must be darted individually. Mass capture automatically excludes liability. The capture process may not exceed a reasonable amount of time in any consecutive 24 hour cycle. Capture Cover for the animal/s end/s the minute the capture process is reversed by reviving or waking up the animal.

C) GENERAL TERMS & CONDITIONS & EXCLUSIONS

1. The following standard excesses (which include VAT at 14%) will apply to each and every claim:
 - Under R1 000 000: 0% (Zero excess)
 - R1 000 000 – R4 999 999: 10%
 - R5 000 000 – R39 999 999: 15%
 - R40 000 000 and above: 20%
 - Unknown death: Additional 20% in addition to standard excess applicable.
2. All insured animals must be uniquely identified in order to qualify for All Risk Mortality Cover, Catastrophe Cover



- and Translocation Cover.
3. Economic Euthanasia will not be covered.
 4. A completed Post Mortem must be completed on all deceased insured animals, in order to determine and confirm the cause of death. No Post Mortem = No Claim.
 5. This Insurance does not cover intentional slaughter, for any reason, unless the Insurer has agreed in writing and a Veterinarian Surgeon/Wildlife Veterinarian has recommended slaughter for humane reasons, i.e. the animal is in incredible pain and there is no chance of recovery.
 6. This Insurance does not cover death directly or indirectly caused by, the happening through or in consequence of:
 - 6.1. Any surgical operation unless conducted by a qualified Veterinary Surgeon and the Insurer is notified of such event and the Insurer consents to the surgical operation in writing.
 - 6.2. The administration of any medication unless by a qualified Veterinary Surgeon.
 - 6.3. Poison, whether intentional or unintentional.
 7. This policy does not cover loss due to destruction of animals in compliance with the requirements of any statute, order of government, department or local authority in terms of and in accordance with The Animal Diseases Act of 1984 (Act No 35 of 1984) as amended by The Animal Diseases Amended Act, Act No. 108 of 1991 and or any other applicable legislation of the Republic of South Africa.
 8. This policy does not cover loss due to the escape or mysterious disappearance of the insured animal/s from the location specified in the Policy Schedule. No Carcass = No Claim.
 - 9.1. This insurance does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - a) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - b) nuclear material, nuclear fission or fusion, nuclear radiation;
 - c) nuclear explosives or any nuclear weapon;
 - d) nuclear waste in whatever form;
 - 9.2. regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
 10. This policy does not cover loss of or damage to the Insured animal/s related to or caused by:
 - a) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity that is calculated or directed to bring about any of the foregoing.
 - b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - c) mutiny, military uprising, 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.
 - d) insurrection, rebellion or revolution.
 - e) any act (whether on behalf of any organization, 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.

- f) 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.
11. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence/s referred to in sub-clauses 9 & 10.
12. If the Insurer alleges that, in terms of sub-clauses 9, 10 & 11, death of the insured animal/s is/are not covered by this Policy, the burden of proving the contrary shall rest on the insured.
13. Notwithstanding any provision of this Policy, death or injury of an Insured animal/s or any expense associated therewith 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.
14. This Insurance does not cover death or injury of an Insured animal/s directly or indirectly caused by the, happening through or in consequence of:
- a) an earthquake, volcanic eruption or other convulsion of nature.
 - b) the deliberate or willful act of any person who has the intention of causing such loss or damage excluding where death or injury is caused by or arising directly from theft or any attempt of theft or threat of theft.
 - c) arising from the mysterious disappearance or voluntary parting of possession or title to the Insured animal/s for whatever reason including as a result of the Insured being induced by a fraudulent scheme, trickery or false pretense. No liability shall arise under this Policy for loss of the Insured animal/s by theft, disappearance of animal/s, unlawful removal or poaching (hereinafter referred to as "the incident") until ninety (90) days after the incident is reported to Insurers, and then, only in the event that the animal has not been recovered during that period and subject to the condition that the Insured has reported the theft, disappearance, unlawful removal or poaching to the local South African Police Service ("the SAPS") and the Insurer, represented by Wildswinkel Versekering Makelaars within forty-eight (48) hours of the occurrence of the aforementioned incident.
 - d) The Insured shall take all practicable steps to discover the guilty party and to recover the Insured animal/s.
 - e) The Insured must be able to demonstrate forcible & violent entry (e.g. proof of broken fence, tyre marks, etc when a claim is lodged for theft, disappearance of animal/s, unlawful removal or poaching of an animal).
 - f) In the event of a claim with regards to a rhino, the Insured can keep the horns and Wildswinkel Versekering Makelaars will deduct R50 000 from the nett claim amount, after the applicable excess deductions.
15. This Insurance does not cover death directly or indirectly caused by, happening through or in consequence of contraction of any:
- Foot and Mouth
 - Bovine Malignant Catarrhal Fever (Snotsiekte)
 - Brucellosis



16. This Insurance does not cover death directly or indirectly caused by 'Natural Causes'. For the purposes of this Policy 'Natural Causes' are any of the following:
- Old Age
 - Drought
 - Starvation
17. Any material misrepresentation, and or non-disclosure, whether intentional or otherwise shall have the effect of rendering this policy null and void and all monies received will be forfeited.
18. It is a condition of the Insurer hereunder that at the commencement of this Insurance the Insured is the sole owner of each animal hereby insured. This Insurance shall cease to cover an animal immediately if and when the Insured sells it, or enters into an agreement of sale whether written or otherwise, or parts with any interest in the animal whatsoever, whether temporarily or permanently. The Insurer may at its sole discretion, and in writing, waive any compliance with the provisions of this clause.
19. It is a condition of the Insurers hereunder that the Insured holds the appropriate Permits obtained from the relevant government or provincial conservation agency for the import and/or export of animals, or holding of animals, the selling of animals and the keeping of animals.
20. It is a condition of the Insurer hereunder that the Insured animal/s remain on the property stated in the Policy Schedule during the whole period of this Insurance, unless the animal/s escape/s by visible or forcible means and this peril is covered under the Policy.
21. It is a condition precedent to any liability of the Insurer hereunder that:
- 21.1. The Insured shall at all times provide Proper Care and Attention for each Insured animal.
 - 21.2. The Insured shall ensure that the Environment and Habitat in which the Insured animal/s reside/s is suitable.
 - 21.3. In the event of any accident, lameness, or physical disability whatsoever of or to an Insured animal/s the Insured shall immediately at his own expense employ a Veterinary Surgeon to attend to the affected animal/s, notify the Insurer in writing within twenty-four (24) hours of the aforementioned event and shall, if required by the Insurer, allow removal for treatment of the affected animal/s.
 - 21.4. In the event of the death of an insured animal/s the Insured will immediately, within twenty-four (24) hours at his own expense arrange for a post mortem/autopsy examination to be conducted.
 - 21.5. The Insured shall immediately, within twenty-four (24) hours, give notice by telephone or fax or email to the Insurer and provide full details of the event that occurred. The onus rests on the Insured to ensure that the notification via telephone, e-mail or fax was indeed received by the Insurer. The contact details are as follows:
Telephone number: 012 001 3112 Fax number: 086 243 3294
E-mail: claims@wildswinkelversekering.co.za
22. The findings of the post mortem/autopsy must be forwarded to the Insurer within forty-eight (48) hours of the post mortem being conducted and the Insured must arrange for the carcass of the animal to be kept in cold storage until such reasonable time as the Insurer agrees in writing that the carcass can be disposed of, or gives appropriate



- instructions in writing as to such disposal.
23. Where it is discovered that there has been an outbreak of a contagious disease on the Insured property as stated in the Policy Schedule or on a neighboring property, the Insured will immediately, within twenty-four (24) hours, report such events to the relevant authorities and the Insurer.
24. Standard fire-fighting equipment and standard fire-fighting procedures are maintained at all times for the protection of the Insured animal/s.
25. The Insurer retains the right to require that a second post mortem be conducted if deemed necessary and in such circumstances, will specify the veterinary surgeon that is to perform this autopsy.
26. In the case of a pregnant animal, no cover is given under this Insurance for any embryo and/or fetus.
27. If any payment is made under this insurance the Insured shall give to the Insurer all such assistance within the Insured's power as the Insurer may require to secure its rights and remedies and, at the Insurer's request, shall provide all documents necessary to enable the Insurer to pursue such rights and remedies.
28. This insurance may be cancelled or withdrawn at any time by or on behalf of the Insurer by delivering or sending to the Insured written notification (including by fax or email) of such cancellation, stating when the cancellation shall be effected and in such case the Insurer shall return the paid premium less the earned premium. A thirty (30) days written notice applies.
29. If the Insured shall make any claim, knowing the same to be false or fraudulent as regards to inter alia the insured animal, the claimed amount or the circumstances of the alleged loss, this Insurance shall be null and void and all claims hereunder shall be forfeited and be void. All premiums or payments made by the Insured will also be forfeited to the Insurer. Any payment made by the Insurer on behalf of or to the Insured in settling a claim, shall be repaid to the Insurer by the Insured upon demand. The Insured will be liable for costs on an attorney-and own-client scale, in the event that legal action is instituted against the Insured by the Insurer.
30. The terms and conditions of this Policy may be amended or added to from time to time by the Insurer and the Insurer will notify the Insured in writing and furnish the Insured with a copy of the new terms and conditions.
31. In the case of non-payment of an initial payment or premiums there will be no cover.
32. The Insured must notify the Insurer in writing of any change in or to the details of the Insured or the animal(s) as detailed in the Application Form which contained the Declaration and Proposal, within thirty (30) calendar days of the date of the change.
33. Age of Animals: No animal under the age of six (6) months will be insured.
34. This Policy does not cover loss caused directly or indirectly as a result of the negligence of a veterinary surgeon or wildlife veterinarian when: treating, darting or capturing an insured animal. Should the Insurer allege that the veterinary surgeon or wildlife veterinarian has been negligent; the Insured will bear the onus of proving the contrary.
35. During the existence of the Cover and should the Insured apply to amend or renew the Cover, the insured must disclose and advise the Insurer in writing should there be any material change in the insured animal/s, the insured risk address or any other fact which could affect the risk associated with insuring the insured animal.



36. Subject to the exclusions, terms and conditions detailed herein, the insurance offered herein does not cover injury to an insured animal save where such injury results directly in the death of the insured animal. Damage to an insured animal's horn or tusk is therefore not covered.
37. Subject otherwise to all of the terms, conditions and exclusions of this insurance, it is understood and agreed that this insurance does not cover death or humane destruction directly or indirectly caused by, happening through, in consequence of or contributed by Avian Influenza or any mutant variation thereof.

D) BASIS OF CLAIM PAYMENT

This section covers the general terms and conditions, applicable to all defined events. The Insurer will pay for loss or death of the animals that are insured under this Policy on the following basis:

1. The Policy on the insured perils must be in force, and all premiums due from the Insured to the Insurer must be up to date.
2. The basis of indemnity will be: The Insured Sum per animal minus the applicable deductible excess (refer to Insured Sum and market value in clause A-14).
 - 2.1. Notwithstanding the above and notwithstanding any other provision in this Policy, the Insurer reserves the right at all times, to replace the insured animal with an animal of generally similar physical characteristics in lieu of any payment.
3. The carcass can only be destroyed with written permission from Wildswinkel Versekering Makelaars. If the carcass is destroyed without permission, it will render the claim invalid.
4. If an animal is not uniquely identified or not noted on the agreed animal register it will not be covered under the terms of this Policy.
5. In the event of an accepted claim the Insurer will pay the Insured Sum, less any applicable deductions.
6. Claims procedure:

NO POST MORTEM = NO CLAIM

NO CARCASS = NO CLAIM

The following is required when submitting a claim:

- a) Completed claim form within 48 hours after submitting the notification of the claim to Wildswinkel Versekering Makelaars.
- b) Post mortem report
- c) Blood smear sample if required
- d) Photographs of the carcass proving identity
- e) Confirmation of microchip or tag number
- f) Original veterinary certificate of health and microchip or tag numbers.
- g) Purchase Invoice if required
- h) The carcass should be kept cold for possible sample testing.
- i) The carcass can only be destroyed on written permission from the Insurer.



- j) Wildswinkel Verzekering Makelaars reserves the right to transport the carcass to Onderstepoort for further testing.

E) ACCESS TO THE PREMISES

The Insured must allow the Insurer and its representatives and consultants access to all the insured animals and the insured premises upon reasonable notice in writing via fax or e-mail.

F) CANCELLATION

This Policy may be cancelled by the Insurer by furnishing thirty (30) days' notice in writing by registered letter, fax or e-mail, addressed to the last known address of the Insured or the email address of the broker or financial consultant on behalf of the Insured, and in such an event the Insured shall be entitled to a pro rata premium refund for the unexpired period. Should the Insured request cancellation, the insured shall be entitled to a pro rata premium refund, calculated at the Insured's short period rates for the time the Policy has been in force, subject to the below conditions.

SHORT SCALE RETURN RATE

PERIOD OF INSURANCE	RATE
Up to 3 months	40% of annual premium
Up to 6 months	70% of annual premium
Up to 9 months	85% of annual premium
Over 9 months	100% of annual premium

Conditions:

If a loss is paid on any Insured animal:

1. No return of premium shall be allowed.
2. The entire carcass of the Insured animal/s shall remain the property of the Insurer.

G) RIGHTS AFTER AN EVENT & SUBROGATION

On the happening of any event in respect of which a claim is or may be made under this Policy the Insurer, and any person/s authorized by the Insurer, may without thereby incurring any liability and without diminishing the Insurer's right to reply to and contest any condition and/or exclusion of this Policy and/or to contest the validity of any claim submitted under the Policy:

1. Enter the risk address, and take possession of and keep possession of any insured animal(s) carcass and deal with it at the Insurer's sole discretion including retaining it as salvage. The aforementioned constitutes the Insured's



irrevocable consent authorising the Insurer to act as set out above.

2. The Insured shall not be entitled to abandon any insured animal carcass to the Insurer whether the Insured has taken possession of the carcass or not.
3. By virtue of the right of subrogation, irrespective of whether the Insurer has settled and/or paid the Insured's claim in whole, part or at all, the Insurer has the right to take over and conduct in the Insured's name the defense or settlement of any claim and prosecute in the Insured's name for the Insurer's own benefit, any claim for indemnity or damages or otherwise and the Insurer shall have full and sole discretion in the conduct of any proceedings and in the settlement of any claim. This clause constitutes the insured's irrevocable consent to the aforementioned. No admissions, statement, offer, promise, payment or indemnity shall be made by the Insured in respect of a claim or potential claim by a third party without the Insurer's written consent. Should the Insured breach the aforementioned provision and thereby directly or indirectly compromise the Insurer's defense of any claim or rights in respect of any claim, such conduct will void the Insured's right to claim any payment under this Policy and release the Insurer from any liability.

H) ARBITRATION

In the event of a repudiation or dispute of a claim or portion of a claim, the Insured has ninety (90) calendar days from date of the Insurer's notification of a repudiation or offer via Wildswinkel Versekering Makelaars, to make representations to the Insurer in respect of this repudiation or offer. If the dispute is not resolved at the end of this period, then the Insured must within a further thirty (30) calendar days refer such dispute to arbitration in accordance with the Arbitration Act 42 of 1965 (as amended). The Insurer shall appoint an independent arbitrator who must be a senior advocate. The rules of the Arbitration Foundation of Southern Africa shall apply to the arbitration which rules are incorporated herein by reference. The arbitrator's finding shall be final and binding on both the Insurer and the Insured. The arbitrator will have full discretion to determine liability for the costs at the end of the hearing, which costs the Insurer may claim on an attorney and own client scale. The arbitration hearing will be held in Gauteng. This paragraph H will not be a bar on either the Insurer or Insured to apply to a competent High Court for any injunctive or urgent relief.

I) INTERPRETATION OF THE POLICY

All documents comprising the Policy Schedule as defined 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.

J) JURISDICTION

The laws of the Republic of South Africa govern this Insurance Policy.



K) NOTIFICATION

1. Every notice and other communication to the Insurer as required in terms of this Policy must be made in writing, which shall include fax and email.
2. The terms and conditions as set forth in this document are the full terms and conditions. No variation hereof and hereto shall be of any force or effect unless reduced to writing and signed by both parties. The Insurer shall not be bound by any representations not contained herein.
3. Name, class or type of policy involved:
Refer to attached Cover Note and Policy Wording.
 - a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2.
 - b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within thirty (30) days.
 - c) If any complaint to the intermediary or Insurer is not resolved to your satisfaction, you may submit the complaint to the Ombudsman of Short term insurance.
 - d) The Insurer through its authorised representative Wildswinkel Versekering Makelaars must give reasons for repudiating your claim, if so requested.
 - e) You are entitled to a copy of the Policy Wording free of charge.
 - f) Your Insurer may not cancel your insurance Policy merely by informing the administrator. There is an obligation to make sure the notice has been sent to you.
 - g) A copy of Wildswinkel Versekering Makelaars "Complaint Procedure" is available on our website at www.wildswinkel.co.za.
 - h) A copy of Wildswinkel Versekering Makelaars "Conflict of Interest Policy" is available on our website at www.wildswinkel.co.za.

Any failure by the Insured to comply with the above shall render the Insured's claim null and void and release the Insurer from all liability in connection therewith.