



The Liability Company.

LIABILITY MATTERS

Spread of Fire Liability Insurance Proposal Form

The policy will only respond to claims and/or circumstances, which are first made against you and notified to the Insurers during the policy period. The policy will not provide cover for:

- Events that occurred prior to the retroactive date of the policy (if specified).
- Claims made after the expiry of the policy period even though the Wrongful Act giving rise to a claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you know had the potential to give rise to a claim under the policy.

Disclosure

You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.

If you do not understand any part of this document, please contact your broker before you sign it. You will be bound by the answers which are given, and by the information provided by you in the proposal form. It is in your interest to make sure that all information is properly understood. If you are in any doubt, discuss the issue with your broker or disclose the information to the Insurers.

Attachments

Before you return this form, have you included the following (please indicate yes or no)

Standard client contract agreement (if relevant)

Yes

No

Company brochure/additional information (if relevant)

Yes

No

Claims information (if relevant)

Yes

No

The Liability Company (Pty) Ltd

35 Oxford Office Park, 3 Bauhinia Street

Highveld Techno Park, Centurion

PO Box 17541, Lyttleton, Pretoria, Gauteng, 0140

The Liability Company is an authorised financial services provider (FSP 50828)

Our Risk Carriers

All our policies are underwritten by Old Mutual Insure Limited (FSP12) and Old Mutual Alternative Risk Transfer Insure Limited (FSP 49551) on a co-insurance basis. Both are authorised financial services providers and non-life insurers.

Contact Us

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Underwritten by



OLD MUTUAL ALTERNATIVE RISK TRANSFER INSURE LIMITED

1. Client information

Proposer/ Insured/Company name

VAT Registration Number

Present Legal Constitution

- Personal Liability Co.
 Private Co.
 Closed Corporation

- Not for Profit Co.
 Sectional Title

Company Registration Number

Date of commencement of practice

As currently constituted

D	D	M	M	Y	Y	Y	Y
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As initially established

D	D	M	M	Y	Y	Y	Y
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2. Address and contact details

Address

Address

Suburb

Suburb

Postal code

Postal code

Phone number

Cellular

Email

3. Farm/Estate details

Name of Farm/ Estate

Do you own more than one farm/estate?

Yes No

If Yes, are they adjoining?

Yes No

Extent of each farm in hectares

Farm 1

ha

Farm 2

ha

Farm 3

ha

Total area under trees

ha

Total area under pines

ha

Other species

ha

Value

R

Please add more via annexure if necessary

Type of Farming Undertaken i.e. General Crop Farming, Farming Cattle, Game Farming, Timber Plantation etc.

Location of farms and activities undertaken from such property (e.g. General Crop Farming, Farming Cattle, Game Farming etc.)

Location and name farm/estate

Activities

Annual Turnover

Actual turnover for 3 years	Period		Turnover
	From	To	
Year 1			R
Year 2			R
Year 3			R
Anticipated for forthcoming year			R

How long have you been farming?

Please detail the adjoining farms/estate and premises and what type of farming or activity is undertaken on each

North

South

East

West

Please add the same information for each farm by annexure if more than one farm is owned

2. Fire prevention and detection

Is the farm/estate situated in a Fire Control Area as defined by the National Veld and Forest Fire Act (No. 101 of 1998) or any other principle legislation for veld fire management?

 Yes No

If Yes, please give details

3. Firebreaks

Type

Width

Time of year?

What maintenance programme is in place?

Average annual rainfall in the area?

How frequently are the firebreaks cleared or bush cut or mowed?

Are any firebreaks adjoining public roads? If Yes, please provide details

Are any firebreaks adjoining railway reserves? If Yes, please provide details

Does the public have access to the firebreaks? If Yes, please provide details

How many fire watchtowers are on the farm/estate?

Are there any fire watchtowers on adjoining farms or property?

 Yes No

What percentage of the farm/estate is visible from the fire watchtowers on the farm?

What percentage of the farm/estate is visible from the fire watchtowers on the adjoining property?

Are the towers manned 24 hours per day during the fire season?

 Yes No

If Yes, please provide details

What form of communication is used to and from the towers? Radio, land-line, sound signal, none. Please provide details:

Is there a radio network on the farm/estate?

Yes No

Number of sets on the farm/estate?

Is there a radio network in the district?

Yes No

Number of sets in the district?

Base stations?

Does your radio network link into any other network?

Yes No

If Yes, please provide details

Is the radio network manned 24 hours per day during the fire season?

Yes No

If Yes, please provide details

List all the firefighting equipment available on the farm/estate?

What is the main source of water supply for firefighting?

What alternative sources of water are available on the farm/estate?

How can water be moved from the source to fight a fire?

Yes No

Are there established firefighting teams on the farm/estate?

Yes No

If Yes, how are such teams trained? Please provide details

What is the make-up of the firefighting team(s)?

Who controls the firefighting teams?

What training has the controller of the firefighting team had?

How long does it take to mobilise a firefighting team in an emergency?

Details of equipment issued to a firefighting team

Has there ever been a fire on the farm? If Yes, please provide details of

(a) The origin of the fire

(b) The extent of the fire

(c) The extent of which the fire spread to the adjoining property?

(d) The firefighting actions taken and the effectivity of such actions

4. General questions and Information

Please give details of all claims made against the proposer over the last 3 years

Date of claim	Description

Is the proposer, after enquiry aware of any circumstances which may subsequently give rise to a claim under the proposed insurance? Yes No

If Yes, please provide details

5. Details of previous insurance

Has the proposer previously been insured Yes No

If Yes, was such insurance on a 'claims made in the period of insurance' or 'losses occurring in the period of insurance'?
Please state the basis and indemnity limit of such previous insurance.

If 'Claims made basis', please state present Retroactive date

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For the type of Insurance now being proposed, has any Insurer ever:
Declined a proposal or renewal for this practice or any partner/principal? Yes No
Required an increased premium or imposed special terms? Yes No
Cancelled any Insurance? Yes No

If Yes, please give details:

6. Cover required

Please state the limit of Indemnity required

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Please state the deductible required

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Claims made

Spread of Fire Liability Insurance policies are underwritten on a "Claims Made" basis. This means that;

1. In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against you. (In terms of the policy conditions you are obliged to notify Insurers as soon as you become aware of any circumstances which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim under the policy which was in force at the time when the circumstance was first notified).
2. The cause of action giving rise to the claim must have taken place on or after the "retro-active date" shown in the Schedule of the policy.
3. If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time when the cause of action occurred giving rise to the claim. It is therefore important to renew the policy annually. If the practice ceases it is recommended that run-off cover be taken for a minimum of three years.

Retro-Active date

The date on or after which any claim against you will be indemnified in terms of the policy. This date is normally fixed as being the date on which the cover was first taken and would remain unaltered for the purposes of subsequent renewals. When cover is first taken additional retro-active cover may be offered by Insurers subject to certain conditions and premium loadings.

Declaration

I/We declare that the statements and particulars in this proposal are true and that I/ We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/ us shall form the basis of any contract of insurance effected thereon. I/ We undertake to inform the Insurers of any material alteration to these occurring before/ during/ after completion of the Contract of Insurance.

Signed at _____ **dated** _____

Full name _____

Signature _____

Cooling Off Rights

You enjoy a period of 14 (Fourteen) days ("cooling-off period") from receipt of the Policy document following the inception date of the insurance agreement if taken or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any claim to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of Premium paid.

The Insurer will give effect thereto and return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.