

SAFCA / Forestry & General

Controlled Burning and Firefighting Annexure to public liability insurance application or renewal form.

Annexure to: 1. Application for cover: ____ 2. Annual renewal: ____ (mark with X as is applicable)

1. If you do burning, carefully peruse the wording of the “Intentional burning” warranty attached to this application prior to completing the questionnaire. It is vital to comply with all conditions stated therein during operations. The policy requires a burning permit or work order to be issued for all controlled burning.
2. If you do contractual firefighting, attach a copy of the relevant pages of your contract where the parties to the contract are stated, your duties/terms in terms of firefighting stated and the signature page of your contract.

1. GENERAL BUSINESS INFORMATION:

1.1. Registered name of business _____
Trading as (if applicable) _____

1.2. Type of business (underline): Oneman concern / partnership / closed corporation (CC) / company (Pty. Ltd.) / trust / cooperative.
If any other type of business, please specify : _____.

1.3. Registration no (If a CC / Pty. Ltd. / Ltd / Trust): _____
RSA ID no. (if a Sole proprietor or Partnership): _____

1.4. Physical address : _____ Tel.: _____
_____ Fax: _____
_____ Cell: _____
_____ Email: _____

2.1. FORESTRY CONTRACTING ACTIVITIES:

NOTE - Contractually agreed activities must be underlined and also forestry activities which flow naturally from or result from contractual activities. Underline each applicable activity if more than one apply.

Application of fire: fire break preparation / burning of slash / block burning / land clearing / burning of refuse dumps or holes at villages.

Fire fighting: fire fighting as contractual duty (as opposed to incidental fire fighting) / manning of lookout towers / fire detection by video surveillance.

Any other related burning or fire fighting activities not listed above:

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2.2. Election of excess applicable to controlled burning and/or contractual firefighting activities.

Clearly mark your preference as your election of the excess will be indicated on the cover certificate to be issued. The elected excess is only applicable to claims resulting from controlled burning or firefighting activities. All the other excesses remain as indicated on the summary of cover attached to the application or renewal forms.

Option 1: 10% of total claim value, minimum R50 000 (for example a R3.0 million claim will then have a cost-inclusive excess of R300 000).

Option 2: 5% of total claim value, minimum R75 000 (for example a R3.0 million claim will then have a cost inclusive excess of R150 000).

Option elected (reply "yes" next to the option elected):

Option 1: _____ .

Option 2: _____ .

2.3. Specify activities in terms of an approximate percentage of your business' annual Rand turnover (for example - silviculture (pruning, slashing, etc.) = 40%, contractual fire fighting = 20%, controlled burning = 40%. We accept that fire fighting actual earnings cannot be pre-determined, but do request you to estimate your expectation as to what the fire fighting % may be, based upon history or your view of possible present or future fire risks.

_____.

3. On behalf of which entity (corporates, companies, private farmers, or any other type of entity) you do controlled burning (CB) and/or firefighting (FF)? If on a private farm, we require the initials and surname of the farmer as well as the name of the farm.

Name of Entity:	Type of activity (X):	Approx % i.r.o. RAND turnover
_____	CB_____ FF_____	CB_____ FF_____.
_____	CB_____ FF_____	CB_____ FF_____.
_____	CB_____ FF_____	CB_____ FF_____.
_____	CB_____ FF_____	CB_____ FF_____.
_____	CB_____ FF_____	CB_____ FF_____.

4. Physical area/s in which you are operating now or envisage where you may be operating until 30 April 2020 (question relates ONLY to burning and firefighting activities):

Province: _____ . District: _____ .

Plantation names:

1. _____ (on behalf of which entity _____).
2. _____ (on behalf of which entity _____).
3. _____ (on behalf of which entity _____).
4. _____ (on behalf of which entity _____).
5. _____ (on behalf of which entity _____).
6. _____ (on behalf of which entity _____).

(If you operate at more locations, please specify in the same format on separate sheet and attach it hereto.

If you do burning, carefully peruse the wording of the “Intentional burning” warranty attached to this application prior to completing the questionnaire. It is vital to comply with all conditions stated therein during operations. The policy requires a burning permit or work order to be issued for all controlled burning.

5. Do you use fire for land clearing and/or preparation of fire breaks and/or slash reduction and/or block burning or any such like burning?

Yes / No.

6. Are you contractually bound to render fire fighting services?

Yes/No

7.1. Are you issued with a burning permit and/or work order from your principal for **every** daily burning activity **prior** to commencing burning?

Yes / No

7.2. Does the burning permit or work order indicate the date and area to be burned for which it is issued?

Yes / No

7.3. If you are not issued with a burning permit or a work order to burn, do you continue with the burn you have scheduled?

Yes / No

(NOTE – if “yes” = not covered by policy)

8. Does the person who manages/supervises the burn, have the discretionary authority to decide not to start burning when he/she arrives at the burn site?

Yes/No

9. Does the person who manages/supervises the burn, have the discretion to decide to stop burning at any time if he/she may consider conditions to be too risky or dangerous to continue burning?

Yes/No

10. When you burn, does -

-- the forestry co. / land owner / plantation owner accept liability and responsibility for such operation ?

Yes / No.

-- the forestry co. / land owner / plantation owner supervise such operation with its own staff ?

Yes /No.

11. Do you obtain information in respect of the local Fire Danger Index prior to commencing any burning?

Yes / No

If replied “yes” – in what format do you receive the information?

Underline as is applicable: Sms by cellphone / email / draw printed record from website / printout from principal / Whatsapp / other

(if “other”, specify _____).

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12. If you replied “yes” to question 11, state from who do you obtain the information and whether such information is received in writing from the party or the source obtained?
Note : The policy requires such information received to be in writing prior to commencing any burn.

13. If you replied “no” to question 11, give reasons why FDI not obtained?

14. Does the principal to whom you are contracted, have Standard Operating Procedures (SOP's) in respect of all or any burning activities and firefighting (preparation, equipment to be present, mopping up procedures etc.)?
Yes / No

15. Are all the areas which you have to burn covered by either a manned lookout tower or video surveillance during burning operations (not necessarily line of sight)?
Yes / No

16. If you experience a jump when doing controlled burning, are you entitled to call for aerial support?
Yes / No

17. Does the supervisor/manager at the controlled burn or firefighting team have access to the emergency contact detail list at every burn or firefighting site?

18. If you are not authorised to call for aerial support, who will decide whether to call for aerial support or not?

19. Does the principal supervise burning activities with its own staff from lighting the fire to mopping up?
Yes / No

20. Does the principal have a staff member present at the burn site even if only observing the burn and not supervising?
Yes / No

21. Describe the general topography of the area you are responsible to burn:
(Relatively flat, undulating (hills), steep, varies between flat and steep, valley (kloof), etc.)

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22. List the **minimum** equipment you will have **present** at **EVERY** controlled burning site. If there are more than one item of certain type present at the burn, also list the number of items present (for example – mobile radios, 4x4 LDV's with bakkie sakkies, litres of water present at site, fire tender trucks, rake hoes, etc.)

23. Are there any dams or other accesible water sources in proximity of the area/-s where you will do controlled burning until 30 April 2020?

Yes / No.

If Yes, give a short description of type (dam/river/overhead tanks/ fire tenders, etc.) and the ease of access to it as well as the approximate distance from your burn sites –

24. Are you a member of the FPA or FPA's in the areas where you burn or execute firefighting?

Yes / No

25. Do your burning or firefighting teams use a handheld FDI weather kit during operations?

Yes / No

26. **Firefighting only** - Who is responsible for the maintenance and repair of all firefighting equipment during the fire season?

(Underline as is applicable) Principal / contractor / other party

27. **Answer the following questions in respect of staff employed:**

27.1. Minimum level of training by general workers on the ground (e.g basic fire fighting course): _____

27.2. Level of fire fighting/burning training of person actually supervising each intentional burning-fire -

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27.3. What is the highest level of fire fighting/burning training of management of your business. If management has no burning or fire fighting training, motivate absence of training of management -

27.4. State which institute / company provided the training for each –

General workers - _____

Date done or last refreshed: _____

Supervisors - _____

Date done or last refreshed _____

Management - _____

Date done or last refreshed _____

27.5. In every instance of the training provided in 27.4, was the training provider an accredited training provider? Yes / No.

27.6. In every instance of training provided in 27.4, are official records available to confirm such training of the various individuals at the date of completion of this application? Yes / No
If not, give reason why not –

27.7. State the experience in burning work and/or firefighting of each and every employee supervising burning operations. List on a separate page if more than one supervisor.

Experience (period of active work at general worker level): _____.

Experience (peroid active in a supervisory capacity): _____.

28. Have you previously executed controlled burning or firefighting duties in the areas which you are to operate in until at most to 30 April 2020?

Yes / No

28.1. If “yes”, do you have essentially the same management/supervisory team that you have had with the all the previous burns in the same area?

Yes / No

28.2. If “yes”, state period which you have operated in the same area –

Years _____ Months _____

29. During a burning operation, is radio communication internally and externally continuously and permanently available **and** at the burning operation **until completion and final withdrawal after mopping up?**

Yes / No.

30. Having completed the actual burn, do you leave staff at the site to guard against possible flare ups and for how long? (minimum period requirement 12 hours)

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31. In the event of a fire or any other hazard/crisis, is radio communication available?
Yes / No.
32. If you replied 'yes' to question 31, is it just internally in your company or just to adjacent Fire authorities or both ? Specify if applicable to the fire season only or all year round.
-
33. If you replied 'yes' to question 31, are the means of such radio communications (handheld portable or mobile radio) **constantly with** your infield operations, whatever the nature or size of your infield burning or firefighting operations may be?
Yes / No.
34. If you replied 'yes' to q.31 and if you are operating simultaneously at more than locality, are the means of radio communications available at **every locality** during infield operations?
Yes / No
35. During your controlled burning operations, have you experienced any jumps since 1 May 2018 and if so, how many jumps?
Yes / None. If yes, number of jumps _____ .

DECLARATION BY SAFCA/SAFCA NPC MEMBER AND/OR AUTHORISED MEMBER REPRESENTATIVE:

I/we, the MEMBER/-S and the undersigned, hereby declare:

1. The information provided herein is true and correct;
2. I/we accept the constitution of the Southern African Forestry Contractors Association (trading as SAFCA) and the constitution and/or general rules of SAFCA NPC as binding upon me/us.
3. I/we further acknowledge and agree that the entire original application in conjunction with this annual update/renewal form and previous renewal forms completed (if applicable) and this annexure, form the basis of any insurance policy contract issued or to be issued, including amendments to original application, as declared in this renewal form or prior annual renewal forms submitted by me/us;
4. I/we further acknowledge that if I/we are completing the annual renewal on behalf of a juristic person, that I am/we are fully authorised to complete, sign and effect this renewal and bind such legal entity herein and personally warrant it as such;
5. Neither me/us, nor my/our company, nor my/our employees, have been involved in any incident/-s prior to completion/signing of this update (specifically as from 1 May 2018) and that had not been reported in writing to Forestry & General Insurance Brokers and which may give rise to a claim/s being made against me/us. I/we are aware and admit that should such a claim be lodged against me/ us or my/our business, my/our cover will be prejudiced in terms of the policy issued or to be issued or the cover granted in terms of such policy. I/we undertake to immediately inform Forestry & General Insurance Brokers in writing of any incident which may lead to a possible claim against me/us/our business entity which may occurred prior to **1 May 2019**, but after having completed and submitted this renewal form;
6. I/we agree that I/we have not withheld any information and/or did not declare any circumstance which could reasonably be expected to be known to myself/us and as such to be declared herewith and might have affected my/our continued cover or to receive cover in terms of the policy/-ies issued or to be issued;

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7. I/we accept and agree that the underwriters/insurers, and/or their representatives and/or their agents and/or binder holders, of the public liability policy/-ies issued or to be issued are not bound or restricted in any manner in any of their rights or the exercise thereof, by any information supplied or withheld herein and all their rights are reserved, including their right of refusal to grant renewal of cover if deemed prudent;

8. I/we undertake to immediately inform the underwriter/insurer and/or their agents in writing, of any change in my/our company's circumstances which may affect my/our eligibility for cover or continued cover in terms of the abovementioned policy contract/-s;

9. I/we agree to the terms and conditions of the policy issued or to be issued and recognise and agree that the complete wording of the policy is available at the offices of the Association, the website www.forgen.co.za for my/our copying, printing, and/or perusal. I/we agree that failure to peruse the policy wording at any time, will in no manner or cause constitute a defence or exception howsoever, from adhering to the complete wording of the policy issued to SAFCA, SAFCA NPC and its members.

10. I/we confirm we have perused the policy conditions attached (annexures A) and confirm by my our/signature we understand and accept its meaning and the necessity to comply with the conditions as noted.

11. I/we accept that the underwriters and/or insurers are not bound by my/our completion of this document and submission thereof to renew my cover, but may decline renewal if deemed prudent.

12. I/we agree that the cover offered by the policy/-ies issued or to be issued, can and will only be applicable to bona fide forestry contracting operations or ancillary activities (e.g. road maintenance, garden service, etc.) as declared by me/us, but all pertaining to commercial forestry operations.

Thus done and signed at _____ on this _____ day
of _____ 2019.

Signature: _____

Initials & surname of signatory: _____

Company/entity represented: _____

ANNEXURE A

Warranty – all intentional burning activities

“It is herewith warranted that the following minimum procedures will be adhered to prior to commencing any burning operation, be it fire break preparation, burning of slash or block burning or any other similar activity where fire is intentionally applied –

- A burning permit must be issued to the Insured Contractor Member by the relevant Fire Protection Association and/or timber grower and/or land owner (as is applicable and hereinafter called the Principal). The burning permit must at least include the planned date upon which any burning activity is to be undertaken and the specific area to be burned;

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- In the event of a general burning instruction being issued to the Insured Contractor Member (that is a defined area to be burned on the dates and times as considered reasonable and acceptable to the Insured Contractor Member) by the Principal to the Insured Contractor Member, the Insured Member must ensure that he/she/it complies with the requirements of the National Veld and Forest Fire Act (101 of 1998, as amended) and regulations and/or instructions issued by the relevant Fire Protection Association and/or any prohibitions issued by the government department responsible for the commercial forestry industry. The onus of proof of such compliance rests with the Insured Member;
- In the absence of a general instruction to burn, the Principal of the Insured Contractor Member, must issue a prior written instruction (paper or electronic means) to the Insured Contractor Member that the burning activity is to take place, such instruction given by an employee of the Principal (or any other such authorised person) duly authorised to issue such instruction;
- The Insured Contractor Member must obtain the local Fire Danger Index (FDI) in writing prior to commencing any actual burning activity and such FDI must indicate reasonable conditions to commence burning and such data may not be older than approximately 24 hours from the actual time that burning is initiated. The data as it relates to the FDI may be received via the Short Message Service (SMS) or other type of message application on such cellular telephone or electronic tablet of a manager or other accountable senior employee of the Insured Contractor Member. Such data must be available for inspection by the insurer in the event of a claim;
- In the event of the Insured Contractor Member being instructed by the Principal to cease burning due to whatever reason and the Insured Contractor Member wilfully does not cease burning within a reasonable period of time or is instructed by the Principal not to start burning (due to whatever reason) and the Insured Contractor Member proceeds to burn, no cover is given for such activity;
- In the event of the Principal having Standard Operating Procedures (SOP) for the burning activities and the Insured Contractor Member wilfully does not follow the SOP during burning activities; no cover is given for loss or damages resulting from such activity.”

Signature : _____