

31 October 2018

Dear Broker,

We are proud to attach hereto our new policy wording effective the **01 November 2018** which we believe offers the insured the best and most appropriate cover available in the market.

Please familiarise yourself and the insured with the new wording.

For ease of reference note that we have amended or added the following to the new wording:

1) General Conditions

- 1.1 **Amended 3. - Cancellation**
- 1.2 **Added 4. - Premium Payment**
- 1.3 **Added 5. - Adjustment of Premium**
- 1.4 **Amended 6. - Prevention of Loss**
- 1.5 **Amended 7. - Claims**

VERY IMPORTANT AMENDMENT

7.1.2 immediately on becoming aware of or receiving evidence of a possible criminal act, Theft or Hijacking of a load or loads insured on this policy, report such incident directly to the Company's nominated investigators as per the contact details noted and listed on Your policy schedule;

7.1.3 immediately after the event inform the police of any claim involving any criminal act, Theft or Hijacking or loss of property and take all practical steps to discover the guilty party and recover the stolen or lost property;

- 1.6 **Added 7.2 - Claims - Legal Processes**
- 1.7 **Added 7.3 - Claims - No Admission of Liability**
- 1.8 **Added 7.4 - Claims - Limitation of Liability**
- 1.9 **Amended 7.5 - Prescription Period**
- 1.10 **Added 7.6 - Claims - Recovery**
- 1.11 **Amended 8. - The Company's Rights after an Event**

- 1.12 **Amended** 9. - **Deliberate or Fraudulent Acts in making a Claim**
- 1.13 **Added** 10. - **Breach of Conditions**
- 1.14 **Added** 11. - **No Rights to other Persons**
- 1.15 **Amended** 12. - **Value Added Tax (VAT)**
- 1.16 **Amended** 13. - **Consent to Disclosure of Private Information**
- 1.17 **Added** 14. - **Interest on Payments**
- 1.18 **Amended** 15. - **Law and Jurisdiction**
- 1.19 **Added** 16. - **Policy Wording and Policy Schedule**
- 1.20 **Added** 17. - **Changes in Premiums, Terms, Exceptions, Conditions and Provisions**

2) General Provisions

- 2.1 **Added** 1. - **Claims Preparation Costs**
- 2.2 **Amended** 2. - **First Amounts Payable, Deductibles and Excesses**
- 2.3 **Added** 3. - **Members and Trustees**
- 2.4 **Added** 5. - **Schedule Sums Insured Blank**
- 2.5 **Added** 6. - **Warranties and Endorsements**
- 2.6 **Deleted** 4.3. - **Payments on Account (refer Regent Goods in Transit Wording)**

3) Definitions

- 3.1 **Added** 1. - **Occurrence**
- 3.2 **Added** 4. - **You**
- 3.3 **Added** 5. - **Date of Loss**
- 3.4 **Amended** 6. - **Territorial Limits**
- 3.5 **Added** 7. - **Abandoned**
- 3.6 **Added** 8. - **Theft**
- 3.7 **Added** 9. - **Hijack**

3.8 **Amended** 10. - **Limits of Indemnity**

3.9 **Added** 11. - **Wilful Misconduct**

3.10 **Deleted** vii) - **Basis of valuation/indemnity (refer Regent Goods in Transit Wording)**

3.11 **Deleted** viii) - **Cargo (refer Regent Goods in Transit Wording)**

3.12 **Deleted** ix) - **Excluded Cargo (refer Regent Goods in Transit Wording)**

4) Defined Events

Amended - **Wording**

5) Insured Cargo

Amended - **Wording**

6) Security Requirements

VERY IMPORTANT AMENDMENT

Tracking and Recovery Device Requirements – Applicable to all self-propelled vehicles conveying cargo with a Load Value in excess of R250 000.

a) Theft cover is subject to the vehicles being fitted with a tracking and recovery device.

b) At the time of the loss You are to be a fully paid up subscriber of said tracking and recovery device and the device must be operational.

c) At all times the device is to be maintained in accordance with the supplier's instructions.

d) The vehicle must be monitored by a 24-hour off-site control room operated by the tracking company and any recovery must be initiated and controlled by the tracking company.

7) Cover

VERY IMPORTANT AMENDMENTS

There are only three options available:

7.1 All Risks

All Risks of physical loss or damage as a direct result of a sudden, unforeseen and unexpected event not otherwise excluded.

7.2 Restricted Cover

7.2.1 Fire, Collision, Overturning and Theft Following

Covers the insured cargo against physical loss or damage as a direct result of a sudden, unforeseen and unexpected event caused by the following insured perils:

7.2.1.1 Fire, lightning, explosion;

7.2.1.2 Collision of the conveyance with an object external to itself;

7.2.1.3 Overturning of the conveyance;

7.2.1.4 Theft following an insured peril.

7.2.2 Fire, Collision, Overturning, Theft Following and Hijack

Covers the insured cargo against physical loss or damage as a direct result of a sudden, unforeseen and unexpected event caused by the following insured perils:

7.2.2.1 Fire, lightning, explosion;

7.2.2.2 Collision of the conveyance with an object external to itself;

7.2.2.3 Overturning of the conveyance;

7.2.2.4 Theft following an insured peril;

7.2.2.5 Hijacking as defined of the entire load or any attempt thereat.

8) Duration

8.1 **Added** 2.3 - loading and off-loading risks shall not apply to Restricted Cover as defined.

8.2 **Added** 3.3 - loading and off-loading risks shall not apply to Restricted Cover as defined.

9) Basis of Settlement

Added – Wording

10) Clauses and Extensions

10.1 **Added** 2. - **Brands and Trade Marks Clause**

10.2 **Added** 6. - **Plant, Machinery and Equipment Clause**

10.3 **Added** 9. - **Abnormal Loads Clause**

10.4 **Added** 10. - **Accumulation Limit Clause**

10.5 **Added** 11. - **First Loss Basis Clause**

10.6 **Added** 14. - **Refrigeration Breakdown Extension**

10.7 **Added** 15. - **Incorrect Temperature Setting Extension**

10.8 **Added** 17. - **Driver Fidelity Extension**

11) Specific Exceptions

11.1 **Amended** 1.

11.2 **Added** 2.

11.3 **Added** 9.

11.4 **Added** 10.

11.5 **Added** 11.

11.6 **Amended** 12.

11.7 **Added** 13.

11.8 **Added** 14.

11.9 **Amended** 15.

11.10 **Added** 23.

11.11 **Added** 24.

12) Sasria

Added - Wording

We trust you will find the above in order and invite you to contact our offices should you have any queries or comments regarding the above and the attached wording.

Ian Younger.

Technical Manager | Hollard Trucking | South Africa

T: +27 11 351-2774 | **F:** | **C:** +27 82 492-5012 | **E:** iany@hollard.co.za | **W:** www.hollard.co.za