

MARINE CARGO POLICY

ITEM

1. This contract is to insure the subject matter specified for the transits and on the conditions named, shipped by or for the account of the Insured as stated in the Schedule attaching to and forming part of this policy.

Including all subsidiary companies as their interests may appear as now existing or hereafter acquired or constituted or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.

2. PERIOD OF INSURANCE

To attach for all sailings and/or sendings on and after **as stated in the Schedule attaching to and forming part of this policy**, and always open until cancelled.

or

To attach for all sailings and/or sendings for the period commencing on **as stated in the Schedule attaching to and forming part of this policy**, and terminating on **as stated in the schedule attaching to and forming part of this policy** (both days inclusive) and any subsequent period agreed by the Insurers.

3. SUBJECT MATTER

- 3.1. All New Goods and/or Merchandise appertaining to the Insured's business and consisting principally of **as stated in the Schedule attaching to and forming part of this policy**, and/or subject matter of a similar nature
- 3.2. Including all packing materials, receptacles, covers, boxes and labels and the like when necessary for commercial purposes
- 3.3. Including secondhand or reconditioned or refurbished goods subject to the Secondhand or Reconditioned or Refurbished Goods Clause incorporated herein.

Unless otherwise agreed prior to loss, accident or arrival subject matter other than as provided for in 3.1 above is insured in terms of Institute Cargo Clauses (B) As Amended at a rate, unless otherwise agreed, of 0,075% or 50% of the policy rates whichever is the greater. Including the risks of War and Strikes as per the applicable Institute Clauses.

Excluded Goods – Unless specifically included in the schedule.

Alcohol, antiques or antiquities of any description, arms, ammunition, artworks, live animals of any description, bank and treasury notes, bullion, bulk cargo of any description, cash, cellular phones and accessories, , deeds, designs, documents of any description, explosives, furs, gold or silver articles, jewellery, models, moulds, patterns, plans, precious metals or stones (cobalt, copper, platinum, gold etc), specie, stamps, tickets, tobacco products, travellers cheques, brass and scrap metal, exotic sea foods including caviar, prawns, calamari and crayfish, aircrafts, platinum, liquor, Solar panels and tyres.

4. LIMITS OF LIABILITY

Unless otherwise agreed prior to loss, accident or arrival:

Any one vessel, aircraft or conveyance as stated in the Schedule attaching to and forming part of this policy.

The Insurers' liability in respect of any one accident or series of accidents arising from the same event in any one location during the ordinary course of transit **as stated in the Schedule attaching to and forming part of this policy**,

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In the event of the total value at risk exceeding the applicable limit of liability provided herein, the Insured shall pay premium on the full value at risk and the Insurers undertake to accept such premium and to pay the full amount of any loss recoverable up to but not exceeding such limit.

5. CONVEYANCES

Land, water (including barges and lighters), and air conveyances and post.

Excluding vehicles owned or operated by the Insured or their employees or representatives other than goods vehicles and subject to the Road Vehicle Special Conditions herein.

Vessels subject to the Institute Classification Clause **but not exceeding 30 years of age unless otherwise agreed with the Insurers prior to shipment.**

The terms of the Institute Classification Clause shall not prejudice any claim hereunder when presentation of the advice of such claim to the Insurers is the first indication that transshipment beyond the control of the Insured has been made on a vessel not falling within the scope of this insurance. Additional premium will be paid if required by the Insurers.

Cover in terms of this policy shall not apply to subject matter carried in any vehicle which is not a "Goods Vehicle" as defined in Regulations made under the National Road Traffic Act, 1996 (Act No. 93 of 1996) as amended

6. GEOGRAPHICAL LIMITS

6.1. CIF Imports

At and from Ports and/or Places anywhere in REPUBLIC OF SOUTH AFRICA, including loading onto the carrying vehicle or conveyance for the commencement of the transit until delivered at final destination anywhere in the REPUBLIC OF SOUTH AFRICA.

6.2. Exports

At and from Ports and/or Places anywhere in the REPUBLIC OF SOUTH AFRICA including where applicable transit to and whilst at packers' premises en route for shipment until delivered into warehouse and/or place of storage and/or on site at final destination anywhere in THE WORLD EXCLUDING COUNTRIES TO WHICH UNITED NATIONS, UNITED KINGDOM, EUROPEAN UNION and UNITED STATES OF AMERICA SANCTIONS APPLY, but only insofar as goods, persons or other entities or other mentioned in such sanctions are concerned.

In the event of goods covered under this Policy being forwarded to the declared destination and there refused and/or sent to another destination other than a destination excluded above, it is agreed that the risk shall continue until such goods are finally disposed of, provided full details of subsequent transit and/or storage risks are given to the Insurers as soon as they become known to the Insured and an additional premium paid if required.

6.3. Including all transshipments.

7. BASIS OF VALUATION

Unless otherwise agreed with the Insurers prior to loss, accident or arrival the Basis of Valuation shall be: **Unless stated differently in the schedule attaching to and forming part of this policy.**

CIF Imports

Delivered cost at final destination (including duty where incurred) plus **10%** (Ten Percent).

In the event of total loss prior to landing the basis of valuation shall be:

The prime cost of the goods plus expenses of and incidental to shipping, the freight for which the Insured is liable, the charges of insurance plus **10%** (Ten Percent).

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THE HOLLARD INSURANCE COMPANY LIMITED, Reg. No. 1952/003004/06
Hollard is an authorised Financial Services Provider, FSP no. 17698

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Also to pay duty and/or landing and similar charges, if incurred in anticipation of arrival. The Insured shall take all reasonable steps to obtain a refund of such charges and return the same amount to the Insurers.

Exports

Cost price plus **10%** (Ten Percent).

8. CONDITIONS OF INSURANCE

8.1. CIF IMPORTS

Unless otherwise agreed with the Insurers prior to dispatch, loss, damage, accident or arrival cover hereunder is deemed to be:-

UNLESS OTHERWISE AGREED WITH THE INSURERS PRIOR TO DESPATCH, LOSS, DAMAGE, ACCIDENT OR ARRIVAL IT IS A CONDITION PRECEDENT THAT THE SUBJECT MATTER INSURED WILL BE NEW FOR THE ABOVE GENERAL CONDITIONS TO APPLY.

If the subject matter insured is used and/or second hand the conditions relating to on deck shipments will apply.

ON DECK SHIPMENTS: BREAKBULK OR IN CONTAINERS OTHER THAN ISO FULLY ENCLOSED UNITS (Containers which are open-ended, open-sided, open-topped and/or canvas and/or tarpaulin covered or any other similar varieties) ALSO UNPACKED CARGO ON OR UNDER DECK UNLESS OTHERWISE AGREED.

Insured as per the Institute Cargo Clauses (B) with Sub-Clause 1.2.3 deleted but including loss overboard, theft, pilferage and non-delivery of an entire shipping package and loss or damage caused by other cargo or as a result of cargo being dropped from or by lifting equipment during loading or off-loading, also including the risk of piracy. Subject to the attached Institute Malicious Damage Clause with the words "In consideration of an additional premium" deleted.

BREAKBULK CARGO OR GOODS IN CONTAINERS OTHER THAN ISO FULLY ENCLOSED UNITS, SHIPPED ON DECK SUBJECT TO AN "UNDER DECK" BILL OF LADING.

It is hereby agreed that cargo shipped on Deck without the privity knowledge or consent of the Insured whilst subject to an "Under-Deck" Bill of Lading shall be insured in terms of the applicable "Under Deck" Conditions

8.2. EXPORTS

Unless otherwise agreed with the Insurers prior to dispatch, loss, damage, accident or arrival cover hereunder is deemed to be:-

UNDER DECK SHIPMENTS BY VESSEL AND/OR ON DECK SHIPMENTS IN I.S.O. FULLY ENCLOSED SHIPPING CONTAINERS AND/OR AIRFREIGHT AND/OR PARCEL POST AND/OR CONVEYANCES.

Against All Risks of physical loss or damage subject to the Institute Cargo Clauses (A) or Institute Cargo Clauses (Air - excluding sendings by Post) as applicable.

UNLESS OTHERWISE AGREED WITH THE INSURERS PRIOR TO DESPATCH, LOSS, DAMAGE, ACCIDENT OR ARRIVAL IT IS A CONDITION PRECEDENT THAT THE SUBJECT MATTER INSURED WILL BE NEW FOR THE ABOVE GENERAL CONDITIONS TO APPLY.

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BREAKBULK CARGO OR GOODS IN CONTAINERS OTHER THAN ISO FULLY ENCLOSED UNITS, SHIPPED ON DECK SUBJECT TO AN "UNDER DECK" BILL OF LADING.

It is hereby agreed that cargo shipped on Deck without the privity knowledge or consent of the Insured whilst subject to an "Under-Deck" Bill of Lading shall be insured in terms of the applicable "Under Deck" Conditions.

8.3. All Shipments

8.3.1. Subject to the relevant Institute War Clauses and Institute Strikes Clauses as applicable.

8.3.2. Subject To the Institute Radioactive Contamination Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause. 10.11.2003

8.3.3. Subject to the ISM Cargo Endorsement.

8.3.4. Subject to the Termination of Transit Clause (Terrorism)

8.3.5. This policy does not cover loss of or damage to the actual shipping container or any liabilities arising out of its use.

9. EXCESSES

9.1. Claims other than for Hi-jacking :

Except in respect of a claim which would be recoverable under the Institute Cargo Clauses (C) **with sub-Clauses 1.1.3 and 1.1.4 deleted** or the Institute War or Strikes Clauses, this policy is subject to an Excess **as stated in the schedule attaching to and forming part of this policy** in respect of each and every claim.

9.2. Claims for Hi-jacking recoverable in terms of the Hi-jacking Clause herein are subject to an Excess **as stated in the schedule attaching to and forming part of this policy** in respect of each and every claim.

10. RATES

As agreed – Inclusive of war and strikes rate ruling at date of sailing or dispatch OR *as per Deposit Premium / Adjustment Clause*

11. CLAUSES

As stated in the Schedule attaching to and forming part of this policy.

12. AMENDING CLAUSES

Any amending and/or replacing Clause and/or Clauses issued by the Institute of London Underwriters shall, subject to notice as provided for herein, amend and/or replace these Clauses.

13. "HELD COVERED" NOTE

It is necessary for the Insured when they become aware of an event which is "Held Covered" under this insurance, to give prompt notice to the Insurers and the right to such cover is dependent on compliance with this obligation.

If through circumstances beyond the Insured's or their Agent's control or through others' negligence, advice is not given, cover will attach.

14. SASRIA

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the within policy is the underlying policy against which a **SASRIA** coupon is issued to apply to all sailings and/or sendings on or after **as stated in the schedule**

It is further agreed that the Insured's estimated Imports/Exports, as calculated in terms of the policy basis of valuation, for the year commencing **as stated in the schedule** shall be **(R) as stated in the schedule**

Or

It is further agreed that a **SASRIA** coupon be issued at the end of each month for all declarations received during the preceding month.

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15. ISM CARGO ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 August, 1998 to shipments on board:

Passenger vessels transporting more than 12 passengers and oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Insured were aware, or in the ordinary course of business should have been aware:-

Either that such vessel was not certified in accordance with the ISM Code.

Or that a current Document of Compliance was not held by her owners or operators.

As required under the SOLAS Convention 1974 as amended as incorporated in the SA Merchant Shipping Act.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

16. CARGO ISM FORWARDING CHARGES CLAUSE

(For use only with Cargo ISM Endorsement JC98/019)

This insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either"

a) to such vessel not being certified in accordance with the ISM Code

or

b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.

17. S.A.I.A. EXCEPTIONS

Wherever this insurance includes any agreement to cover risks which fall outside the transit clause of the relevant Institute Strikes Clauses, the S.A.I.A. Exceptions as contained herein are deemed to apply to risks within the Republic of South Africa.

In particular the S.A.I.A. Exceptions are applicable:-

- when the goods are delivered to final named destination, or
- when the goods are taken into storage other than in the ordinary course of transit or for purposes of allocation or distribution, or
- on expiry of 60 days (sea freight), 30 days (air freight) or any other period stipulated in Institute Trade Clauses after discharge from the overseas vessel or aircraft.

Whichever of these shall occur first.

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In respect of export shipments, the applicable Institute Strikes Clauses may be reinstated when the goods leave storage premises to recommence the export journey.

The application of the S.A.I.A. Exceptions in the above circumstances is not to be construed as extending the cover provided by the relevant Institute Strikes Clauses when these are in force.

18. TERMINATION OF TRANSIT CLAUSE (TERRORISM)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

As per the transit clauses contained within the Policy,

or

on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

- 1.1. in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the goods **hereby insured from the oversea vessel at the final port of discharge,**
- 1.2. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice and Jurisdiction.

19. GENERAL EXCEPTIONS

Applicable to all storage risks within the Republic of South Africa outside the scope of cover granted by the Duration Clause (including any agreed increase in the number of stated days) in Institute Strikes Clauses.

- A) This policy does not cover loss damage or liability directly or indirectly caused by related to or in consequence of
- (i) civil commotion labour disturbances riot strike lock-out or public disorder or any act or any activity which is calculated or directed to bring about any of the above
 - (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.

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(b) insurrection rebellion or revolution

- (i) 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
- (ii) 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
- (iii) any attempt to perform any act referred to in clause (iv) or (v) above
- (iv) the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in clauses (i)(ii)(iii)(iv)(v) or (vi) above

If the Insurers allege that by reason of Clauses (i)(ii)(iii)(iv)(v)(vi) or (vii) of this Exception loss damage or liability is not covered by this policy the burden of proving the contrary shall rest on the Insured

B) 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) or any other similar Act operative in any of the territories to which this Policy applies.

20. **GENERAL CLAUSES**

ACCUMULATION CLAUSE

The transit limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge provided always that any accumulation of interests during the ordinary course of transit beyond such limits of liability shall not have arisen from circumstances within the control of the Insurance.

Should there be an accumulation of interest beyond the limits expressed in the Contract by reason of any interruption of transit and/or occurrence beyond the control of the Insurance, or by reason of any casualty and/or at a transshipping point and/or in a connecting vessel or conveyance, then, provided notice is given to the Underwriters as soon as known to the Insurance, the Underwriters shall be liable for the full amount at risk, but in no event shall they be liable for more than twice the Contract limit.

BRAND OR TRADE MARKS CLAUSE

In the event of a recoverable claim for damage to the subject matter bearing brand or trade marks, the value shall, if required by the Insured, be determined only after the removal of such brand or trade marks.

CARGO CARRIED ON DECK WHILST SUBJECT TO AN "UNDER DECK" BILL OF LADING CLAUSE

Cargo carried on deck without the privity or consent of the Insured whilst subject to an "Under Deck" Bill of Lading, is insured in terms of the applicable "Under Deck" conditions.

CLAIM NOTIFICATION WARRANTY

Warranted all claims/losses (other than hijacking/armed robbery and theft of an entire load) to be advised to Insurers within 30 (thirty) days of the occurrence but hijacking/armed robbery and theft of an entire load claims/losses to be advised to Insurers within 48 (forty-eight) hours (excluding public holidays in the Republic of South Africa; Saturdays and Sundays) from the time the Carrier is aware of or anticipates such loss.

Failure to notify the Insurers within the applicable time period will result in such claims/losses being forfeited and rejected by the Insurers.

CLAIMS SETTLING CLAUSE

Payable at Johannesburg or as required by the Insured – Subject always to the exchange Control Regulations in force at the time of the claim.



It is understood and agreed that Insurers will settle claims as per the policy terms and conditions applicable plus the VAT factor where the Insured is obliged to pay in terms of the South African legislation current at the time of settlement.

CONTRIBUTORY VALUE CLAUSE (GENERAL AVERAGE AND SALVAGE)

Contributions to General Average and Salvage Charges recoverable hereunder are payable in full irrespective of insured value.

General Average Deposits recoverable hereunder shall be payable on production of the relevant Deposit Receipts.

COVER AFTER DISCHARGE (IMPORTS) CLAUSE

Notwithstanding sub-Clauses 8.1.4, and 9.1 and 9.2 of the Institute Cargo Clause (A) and sub-Clause 5.1.4, 6.1 and 6.2 of the Institute Strikes Clauses, reference to sixty days is amended to 120 (one hundred and twenty) days. It is understood that this extension applies only if delay in effecting delivery is beyond the control of the Insured. Additional periods held covered subject to prompt notice being given by the Insured to Insurers and payment of an additional premium is required.

Notwithstanding sub-Clauses 6.1.4, 7.1 and 7.2 of the Institute Cargo Clauses (Air) and sub-Clauses 4.1.4, 5.1 and 5.2 of the Institute Strikes Clauses (Air Cargo), reference to thirty days is amended to 60 (sixty) days. It is understood that this extension applies only if delay in effecting delivery is beyond the control of the Insured. Additional periods held covered subject to prompt notice being given by the Insured to Insurers and payment of an additional premium if required.

DEPOSIT PREMIUM/ADJUSTMENT CLAUSE (if applicable)

As stated in the Schedule attaching to and forming part of this policy

This minimum and deposit premium shall be adjusted upwards at the agreed policy rate applied to the actual sum insured during the policy period. This figure shall be declared by the insured to the insurers, via their representative or agents, as soon as reasonably possible after each anniversary date, for the purpose of recalculation of the premium for such period.

In the event of the premium earned exceeding the minimum deposit premium, the insured shall pay the difference to the Insurers.

Breach of these conditions shall entitle the Insurers to avoid any liability in terms of the policy.

DISPOSAL OF SALVAGE

The Insured shall have the right to retain or dispose of any damaged subject matter forming the subject of an insured claim but shall not deprive the Insurers of the right to the reasonable market value of such damaged goods.

GENERAL AVERAGE AND SALVAGE CHARGES CLAUSE

For the purpose of claims for general average and salvage charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General Average Deposits recoverable hereunder shall be payable on production of General Average Deposit Receipts.

INSTITUTE CARGO CLAUSES (B) AS AMENDED

The Institute Cargo Clauses (B) attached to this policy are amended as follows:

Sub-Clause 1.1.3 "Overturning, derailment or other accident to land conveyances including impact of the load with any obstruction or projection on the carriageway or loss of or damage to the load directly resulting from the carrying vehicle avoiding or attempting to avoid an accident or collision, impact by aircraft or articles dropped therefrom".

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Sub-Clause 1.1.6 "Earthquake, collapse or subsidence of docks, jetties, piers, wharves or structures, volcanic eruption, lightning, floods, cyclones, hurricanes or sprinkler leakage."

Sub-Clause 1.2.2 "Jettison, washing overboard or loss overboard."

Sub-Clause 1.2.3 deleted.

Including theft of or non-delivery of an entire shipping package.

Including loss, damage or expense caused by cargo being dropped from or by or falling from cargo handling equipment during loading or offloading.

LABELS CLAUSE

In the case of loss or damage caused by perils insured against affecting labels only, Insurers liability shall be limited to an amount sufficient to pay the cost of reconditioning, the cost of new labels and the cost of re-labelling the goods, provided that the damage shall have amounted to a claim recoverable under the terms of the policy.

PREMIUMS PAYMENT CLAUSE

The Insured undertakes that premium will be paid in full to the Insurer in terms of Section 45 of the Insurance Act.

If the premium due under this policy has not been so paid to the Insurer in terms of Section 45 of the Insurance Act, the Insurer shall have the right to cancel this policy by notifying the Insured in writing. In the event of cancellation, premium is due to the Insurer on a pro-rata basis for the period that the Insurer is on risk but the full policy premium shall be payable to the Insurer in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the Insurer will give not less than 15 days prior notice of cancellation to the Insured. If premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Insurer (and Agreement Parties if appropriate) is authorised to exercise rights under this clause on his own behalf and on behalf of all participating Insurers in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

ROAD VEHICLE SPECIAL CONDITIONS

The following conditions shall apply when subject matter is conveyed by vehicles operated by the Insured:

Cover in terms of this policy shall not apply to subject matter carried in any vehicle which is not a "Goods Vehicle" as defined in Regulations made under the South African National Road Traffic Act, 1996 (Act No. 93 of 1996) as amended.

Security Clause

In no case shall this insurance cover loss or damage by theft, pilferage or any attempt thereof of the subject matter insured:

from open or flat-backed or tarpaulin covered vehicles and the like unless a person (or persons) in lawful control of the insured property remains with the vehicle at all times and the theft, pilferage or attempt thereof is accompanied by violence or threat of violence on such person (or persons):

from other vehicles whilst left unattended unless following forcible and violent entry into the vehicle of which,

- all points of access are securely closed and locked
- any alarms and immobilisers are properly and adequately maintained and armed
- the insured property is removed from sight.

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Overnight Security Clause

Excluding theft or pilferage or any attempt thereat from road vehicle(s) whilst stopped overnight unless the vehicle is:

- at a recognised and designated truck stop or
- contained in a securely locked up garage or security compound

and such theft or pilferage or attempt thereat follows actual forcible and violent entry into the vehicle or such garage or security compound.

Liquor and Drugs Clause

If any vehicle is being driven by or in the control of any person whilst under the influence of intoxicating liquor or drugs, cover in terms of this policy is excluded absolutely.

Overloading Clause

If a vehicle is carrying a load in excess of that which it is licensed to carry, cover in terms of this policy is excluded absolutely

Driver's License Clause

In no case shall this insurance be in force while the carrying vehicle is being driven by any person who does not hold a valid driver's license for the vehicle and, where required in terms of Regulations made under the South African National Road Traffic Act 1996 (Act No.93 of 1996) as amended, a Professional Driving Permit.

SALVAGE LOSS CLAUSE

In the event of an allowance not being agreed to or repairs not being possible claims are to be adjusted on the basis of salvage loss whereby settlement is the insured value as defined under the Basis of Valuation herein less net proceeds of the sale.

SHIPMENT REGISTER

The Insured undertakes to maintain their Register of Shipments or similar domestic record of all shipments in such a manner as to enable Insurers, if they so require, on examination thereof, to recognise individual vessels names, countries of loading and sums insured per vessel.

CANCELLATION

This policy may be cancelled by either the Insured or the Insurers giving notice of cancellation in writing as prescribed hereunder. Such cancellation shall become effective at midnight of the day on which such notice expires but shall not apply to any insurance which shall have attached prior to expiry of notice.

War Risks – as per Institute War Cancellation Clause;

Strikes etc., risks (except for voyages to or from the United States of America where 48 hours' notice shall apply) – 7 days.

All other risks insured by this Policy – 30 days.

*** Provided that if the premium is payable to Insurers by instalments and if any instalment is not paid on due date, the Insurers May cancel the policy from the date of such non-payment. ****

CLAIMS PROCEDURE

Refer to IMPORTANT CLAUSE – Liability of Carriers, Bailees or Other Third Parties

Prompt notice of loss or damage which might result in a claim hereunder to be given to the Insurers through **as stated in the Schedule attaching to and forming part of this policy** in respect of imports, FOB, CFR and consignments on similar export terms. Coastwise shipments and cross border land transits, or in the case of exports through the nominated Survey Agent at destination.

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Directors: ADH Enthoven* (Chairman), NG Kohler (Group CEO), TBT Mparutsa (Group CFO), R Fihrer, I H Ross, B Ngonyama, BF Mohale, PK Ward, NV Simamane, S Patel, NL Shirilele (Company Secretary)

VAT

The Insurers will settle claims as per policy terms and conditions applicable plus VAT where the Insured is obliged to pay such in terms of the South African Legislation current at time of settlement.

ADDITIONAL CLAUSES

AIRFREIGHT REPLACEMENT CLAUSE (OTHER THAN MACHINERY) (IMPORTS)

Notwithstanding that the original consignment was not dispatched by air, this insurance is extended to include Airfreight Replacement Costs when incurred where, as a result of a claim recoverable under this Policy, replacements for goods that are lost and/or damaged and/or destroyed must be urgently procured by airfreight for the Insured to meet business commitments.

Provided that the Insurers agreement has been obtained prior to such costs being incurred.

Provided always that in no case shall the Insurers liability in respect of airfreight charges exceed **as stated in the Schedule attaching to and forming part of this policy** of the insured value of the original shipment.

This clause shall not extend the Insurers maximum liability beyond the limits stipulated in the Limits Clause herein.

CERTIFICATES ISSUED BY THE INSURED/INTERMEDIARY CLAUSE

The Insured/Intermediary is authorized to complete and countersign Certificates of Insurance, but subject to the terms and conditions of this policy. Subject always to the Insured/Intermediary having issued a signed Letter of Indemnity on the Insurers' prescribed form.

C.I.F/C.I.P IMPORTS CLAUSE (IMPORTS)

Only applicable to Imports from NORTH AMERICA, THE UNITED KINGDOM AND OTHER MEMBER STATES OF THE EUROPEAN UNION, POLAND, THE CZECH REPUBLIC, SLOVAKIA, SWITZERLAND, SINGAPORE, MALAYSIA, TAIWAN, JAPAN, AUSTRALASIA AND HONG KONG (THE PEOPLES REPUBLIC OF CHINA IS OTHERWISE EXCLUDED)

Shipments which are imported CIF/CIP are insured, subject to policy conditions, terms and exceptions, to the extent of any shortfall in cover conditions insured value and/or insured voyage of the Shippers' or Suppliers' policy against the scope of cover the insured enjoy under their own insurance as herein provided and always subject to the Insured making the appropriate Declarations under this policy rate on the full insured value as per the Basis of Valuation.

It is a condition of the Insured's right of recovery hereunder that they shall take all reasonable steps to recover from the Seller and that the existence of this extension shall not be revealed to the Seller, failing which it shall be void and of no force and effect.

CONCEALED DAMAGE CLAUSE (IMPORTS ONLY)

Loss of or damage to subject matter insured caused by a risk covered which may reasonably be presumed to have occurred during the course of transit and which is only discovered when goods are unpacked, is recoverable provided that

- the package(s) are examined and outwardly sound on arrival
- the package(s) have not been moved from the place at which cover ceased
- the goods are unpacked within **as stated in the Schedule attaching to and forming part of this policy** days of arrival at the place at which cover ceased
- when the package(s) are opened the unpacking is completed immediately.

DEBRIS REMOVAL CLAUSE (IMPORTS ONLY)

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the Insured for the removal and disposal of debris of subject-matter insured, or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely

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- 1) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability therefore
- 2) the cost of removal of cargo from any vessel or craft.

In no case shall the Insurers be liable under this Clause for more than the percentage or the amount **as stated in the Schedule attaching to and forming part of this policy.**

INSURANCE CERTIFICATE CLAUSE / LETTER OF CREDIT CLAUSE

Permission is granted for the Insured to issue Certificates of Insurance under this policy, as required, including on a "claims payable abroad" basis. However, the scope of coverage shall in no case be wider than the policy terms and conditions.

Notwithstanding the Conditions of the contract it is agreed that certificates and/or policies may, subject to Insurer's prior approval, be issued hereunder to enable the Insured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, such agreement being subject to the payment of any additional premium which may be required in the event that the cover required is wider than that provided by the current contract wording.

INTERMEDIATE STORAGE CLAUSE (EXCLUDING INSURED'S OWN WAREHOUSE) – IMPORTS

Notwithstanding the "Cover After Discharge (Imports)" Clause this Policy is extended to cover the subject matter insured whilst in store at an intermediate secure warehouse which the Insured elects to use for a period not exceeding **as stated in the Schedule attaching to and forming part of this policy** days from the date of delivery into such warehouse and during subsequent on-carriage to final destination. Such storage must be incidental to transit. Subject always to the applicable Limit any one location stated in the : Limits Of Liability Clause herein.

NOMINATED REPAIRERS (IMPORTS)

It is agreed that where the Insured exercise their option of stipulating the Repairers to be used, where repairs by any other party would prejudice the rights of the insured in terms of the Manufacturers Guarantee, Warranty or similar proviso, Insurers agree to pay the reasonable costs of the Repairers nominated by the Insured.

SHORE CLAUSE

Notwithstanding that the Institute Cargo Clauses (B) or (C) may apply, where this insurance covers the subject matter whilst on docks, jetties, piers, wharves or elsewhere on land and/or during land transportation, it shall include the risks of collision, derailment, overturning or other accident to the conveyance, fire, lightning, sprinkler leakage, cyclones, hurricanes, earthquakes, floods and/or collapse or subsidence of docks, jetties, piers, wharves or structures. Also including impact by aircraft or articles dropped therefrom, impact of the load with obstructions or projections in the carriageway, and loss of or damage to the load directly resulting from the carrying vehicle attempting to avoid an accident or collision.

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THE HOLLARD INSURANCE COMPANY LIMITED, Reg. No. 1952/003004/06
Hollard is an authorised Financial Services Provider, FSP no. 17698

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PO Box 87428, Houghton, 2041

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Directors: ADH Enthoven* (Chairman), NG Kohler (Group CEO), TBT Mparutsa (Group CFO), R Fihrer, I H Ross, B Ngonyama, BF Mohale, PK Ward, NV Simamane, S Patel, NL Shirilele (Company Secretary)



EXCLUSION CLAUSES

"CONFISCATION" EXCLUSION

This Policy excludes loss of or damage to subject matter insured caused by confiscation, seizure, appropriation, expropriation, nationalization, deprivation, requisition for title or use or wilful destruction by or under the order of any government (whether civil, military or de facto) and/or public or local authority.

This exclusion shall not override cover provided by this Policy in terms of the Institute War or Strikes Clauses.

DEMONSTRATION AND EXHIBITION EXCLUSION

No claim to attach hereto for loss, damage or expense whilst the subject matter insured is being demonstrated or is on exhibition.

PROCESS EXCLUSION

No claim to attach hereto for damage to the subject matter insured which may be sustained whilst the same is under any process and directly resulting therefrom.

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IMPORTANT CLAUSE (A)

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH INSURERS MAY BE LIABLE

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Insured and their Servants and Agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimizing such loss and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised in particular the Insured and their Servants and Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. **When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.**
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. **To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.**

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contracts of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

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INSURER'S RIGHTS AFTER AN EVENT

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the Insurers and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurers to rely upon any conditions of this policy,
- (i) take or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurers to do so. The fact that the Insurers have taken or kept possession of damaged property shall not be construed as an acceptance of abandonment of that property. The usual rules relating to abandonment will apply in terms of which the Insured is to give notice of an intention to abandon property, which may be accepted by the Insurers.
 - (ii) prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurers.

INSURED'S OBLIGATIONS

The Insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification. Without limiting the generality thereof, the Insured shall authorise the Insurers to make use of its name for the purpose of any proceedings or measures, legal or other, which the Insurers may deem fit to take for the enforcement of any such rights or remedies. The Insured undertakes to furnish the Insurers with all documents and correspondence relevant thereto and to make any affidavit or declarations and to give any oral evidence as may be required and generally to render any assistance as may be required by the Insurers in connection with any such proceedings or measures. Provided that any costs incurred by the Insured in connection therewith shall be borne by the Insurers.

Should the Insured fail to comply with its obligations herein, the Insurers shall, without prejudice to any other rights it may have, be entitled to reject the claim entirely, in the event that payment of the insurance indemnity has not been made, or, claim back payment of the insurance indemnity from the Insured, in the event that payment thereof has already been made by the Insurers.



DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

**IMPORTANT- PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS
(This does not form part of the insurance contract or any other document)**

As a short-term policyholder, or prospective policy holder, you have the right to the following information:

1. About your Financial Service Provider (Insurance Broker)

- a.) Name, physical address, postal address and telephone number.
- b.) Legal status of your broker.
- c.) Whether services are rendered under supervision.
- d.) Whether more than 10% of the insurer's shares are held by your broker and whether more than 30% of the broker's total remuneration was received from the insurer.
- e.) Whether or not professional indemnity insurance is held
- f.) Details of how to institute a claim
- g.) Details of broker's complaints procedure and compliance arrangements.
- h.) Rand amount of fees, commission payable.
- i.) Contractual arrangements with the insurer including any restrictions or conditions

If the above information is not provided by the broker please contact your Insurer.

2. About your product Supplier (Insurer)

a.) Name, Address and contact details of the product supplier.

Name:

THE HOLLARD INSURANCE COMPANY LIMITED

Physical address:

1st Floor
Hollard Arcadia Campus
22 Oxford Road
Parktown
Johannesburg
2193

Postal Address:

P O Box 3051
Johannesburg
2001

Contact Details:

Tel no.: (011) 351 2500

FAIS Licence Information:

Services	Advice and Intermediary
Categories	Short-term Insurance (Personal and Commercial Lines)
FSB Number	17698

b.) Complaints resolution procedure

If you have a complaint about this product please contact your broker or your local office of the insurer. If the matter cannot be resolved, please submit a complaint in writing to the Insurer's compliance Officer as follows:

The Complaints Officer PO Box 3051 Johannesburg 2000 Email: complaints@hollard.co.za	Tel no.: (011) 351 2503 Fax no.: (011) 351 8060
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The Compliance Officer The Hollard Insurance Company PO Box 3051 Johannesburg 2000 Email: Bradleyc@hollard.co.za	Tel no.: (011) 351 2503 Fax no.: (011) 351 8060
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c.) Details of how to report a claim

Procedures for the submitting of a claim are set out in full detail in your policy document.
If you require assistance contact your broker or local office of The Hollard Insurance Company Limited.
Please note that claims must be reported as soon as possible after the event giving rise to the claim and must be submitted in writing with documentary proof of your loss. You will be required to notify the police in the event of a theft or where a criminal act is suspected.

If you have a dispute regarding a personal claim that is not resolved to your satisfaction by the broker or the insurer you may submit the complaint to the Ombudsman for Short-Term Insurance as per the details in 5 below. Please note that the Ombudsman will not consider business or commercial claims disputes.

d.) Type of policy involved

Please refer to your policy document which contains the name, class, policy number and type of policy involved.

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e.) The extent of premium obligations you assume as a policyholder

Premium : As per policy document and schedule

Due date : As per policy inception and method of payment agreed.

f.) Due date of premiums and consequences of non-payment (also see "e" above)

The insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and the receipt thereof by or on behalf of the insurer, and such premium is payable on or before inception date of renewal date, as the case may be.

You are entitled to a period of 15 days from the due date within which to pay your premium, however this period of grace only applies from the second month on monthly policies.
Please check your policy for due date.

Other matters of Importance

- a.) You must be informed of any material changes to the information provided above.
- b.) Polygraph or any lie detector test is obligatory in the event of a claim and the failure of such a test may not be the sole reason for repudiating a claim.
- c.) If the premium is paid by debit order, the debit order must be in favor of either the broker or the product supplier (Insurer). It may also not be transferred without your approval.
- d.) The product supplier (Insurer) must give you 30 days notice in writing of his intention to cancel your debit order.
- e.) The product supplier (Insurer) may not cancel your insurance by merely informing your broker. There is an obligation to make sure that the notice has been sent to you.
- f.) You are entitled to a copy of the policy free of charge.

Warning

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you and make notes of what is said.
- Ask for a letter of representation from your advisor and do not be pressurized into buying the product.
- All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility. You need to be satisfied with the accuracy of any transaction submitted by your broker on your behalf.
- Misrepresentation, incorrect or non- disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.

3. Particulars of the Short-Term Insurance Ombudsman and FAIS Ombud

The Short-Term Insurance Ombudsman is available to advise you in the event of personal claims problems that are not satisfactorily resolved by your broker and/or the product supplier (Insurer).

The Short-Term Insurance Ombudsman
P O Box 32334
Braamfontein
2017

Tel no. : (011) 726 8900
Fax no. : (011) 726 5501
Website: <http://otsi.co.za>

The FAIS Ombud
P O Box 74571
Braamfontein, 2017

Tel no. : (012) 470 9080
Fax no. : (012) 348 3447
Website : www.faisombud.co.za
Email : info@faisombud.co.za

4. About the Insurer/ Product Supplier with whom your SASRIA policy is placed (if cover elected)

The SASRIA policy covers events such as riot and strike and is underwritten by SASRIA Limited.

SASRIA's contact details are:
22 Impala Road, Chislehurst, Sandton, 2196
P O Box 7380, Johannesburg, 2000
Tel no.: (011) 783 0171
Fax no.: (011) 783 0781

If you have a complaint about the SASRIA Policy, please contact:

The Compliance Department
Tel no.: (011) 783 0171
Fax no.: (011) 783 0781
Email : Complaints@sasria.co.za

The SASRIA premium payable is reflected on your Certificate of Insurance.
The full SASRIA policy is available on request from The Hollard Insurance Company Limited

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