



# TRADESURE TECHNICAL TIPS

## IMPORTANCE OF HEAVY COMMERCIAL VEHICLE WARRANTIES ATTACHING THE TRADESURE TRUCKING POLICY

It is **essential** that Brokers and their Clients, understand that Warranties are **imposed** by Insurers for a **specific reason**, this being to **safeguard** the Insurers **interests** concerning the risk insured relative to a **particular set of circumstances**. It is therefore necessary that the Broker understands each Warranty in context and that he explains the Warranty impositions to his Client relative to actual intent.

### WARRANTY 1

The relevance as to why an insured **HCV's** speed should be governed to a **maximum of 85 kilometres per hour**. Apart from the **National Road Traffic Regulation speed limit** for Trucks, it stands to reason that a heavy commercial vehicle travelling at excessive speeds can become extremely unstable in the event of emergency braking, whilst negotiating winding road routes or driving in mountainous terrain (during negotiation of steep ascents or descents) and taking into account the additional load mass when carrying bulk heavy goods. This in conjunction with inclement weather conditions creates a very real potential for an accident to happen.

### WARRANTY 2

Fitment of **HCV's** with operational **Advanced Early Warning Tracking Devices** and **Stolen Vehicle Recovery and Fleet Management Systems**. In today's times it is obvious why an Insurer would have this requirement on the Policy. Incidents of **HCV** theft and/or hijacking have increased alarmingly. Both the vehicle and the goods being conveyed can carry significant value.

### WARRANTY 3

The need for drivers to complete a **Defensive Driver Training Course** is important. **HCV's** by virtue of their bulk, weight, power and speed ability require that drivers be specifically trained to stabilise trucks and tow rigs under different conditions. The need for drivers to undergo **professional driver instruction** or **training** is therefore **self-explanatory**.



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#### WARRANTY 4

The necessity for the Insured to do **Drivers Licence, Credit and Security/Criminal checks** on **all Drivers**. This should be done as a matter of course by the Insured. There is a proliferation of fraudulent licences meaning that unlicensed drivers are on our roads endangering the lives of our families. Syndicates are placing stooges to get employment as drivers, and trucks and loads are sold by these stooges, hence the requirement for credit and criminal checks and references from previous employers.

#### WARRANTY 5

Stipulates the need for HCV's to be driven as far as possible during daylight hours with fairly frequent stop offs and at night with more frequent stop offs this especially on Long Haul Contracts. The Warranty stipulates **4 hours driving** with **15 minute stop offs** during the day and **2 hours driving** with **15 minute stop offs at night**. Driver fatigue or loss of concentration is one of the main reasons why accidents occur. The short period "stops" avails the Driver and/or crew the opportunity, to undertake vehicle and load inspections and to effect remedial rectification where necessary. These parameters are within 272B. (1) (a) and (c) of the National Road Traffic Regulations.

#### WARRANTY 6

Tradesure have the facility to retrieve data from the service providers **Latitude Monitoring Systems, Guardcorp or XTLS** to determine excessive speeding, erratic or irrational driver behaviour or lengthy stop overs, or any other irregularities which could result in the occurrence of a particular incident.

#### IN CLOSING:

There is a perception that warranties are **punitive** or **prescriptive**, however, this is not the case. In essence the Insured has an **obligation** to **safeguard** the **property insured** to the best of his ability. An **Insurer has no control over** the said property and therefore requires that the Insured take all reasonable precautions necessary to ensure that a claim does not occur. Breach of any warranty stipulations enables the Insurer to void the policy cover where determined necessary.



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