

## TRACKER THEFT ASSIST POLICY WORDING



**Tracker Agility (Pty) Ltd.** is an Authorised Financial Services Provider, FSP license number 42862.

Underwritten by **Guardrisk Insurance Company Ltd.** an Authorised Financial Services Provider, FSP license number 75.

Administrated by **Trustco Intermediary Solutions (Pty) Ltd.** an Authorised Financial Services Provider, FSP license number 5429.

### **1. GENERAL OPERATIVE CLAUSE**

In consideration of and conditional upon the prior payment of the Premium by or on Your behalf and receipt thereof by or on behalf of the Insurer, the Insurer agrees subject to:

- 1.1 The terms, exceptions and conditions (precedent or otherwise) of this Policy and subject;
- 1.2 The sums insured limits of indemnity compensation and other amounts specified;

To indemnify or compensate You by payment or, at the option of the Insurer, by fulfillment of the Tracker Theft Assist in respect of a Defined Event occurring within the Territorial Limits during the Period of Cover.

### **2. DEFINED EVENT**

In the event of theft or hijacking of the Covered Vehicle (resulting in Activation for Tracker Connect RF Subscribers), the Insurer will provide the Benefits as defined.

### **3. DEFINITIONS**

**Activation** is defined as an activation of the Stolen Vehicle Recovery Device fitted to the Covered Vehicle which occurs pursuant to theft and/or hijacking. The definition excludes an Activation resulting from an accident or any other cause.

**Theft Assist Service** is defined as the provision of the benefits by the Tracker Theft Assist to You in the event of theft or hijacking of the Covered Vehicle.

**Contract** shall mean the Agreement entered into between the Client and Tracker Agility (Pty) Ltd. defining the terms and conditions, the Covered Vehicle, the Premium and the Period of Cover.

**Covered Vehicle** is defined as any motor vehicle as stated in the Policy Schedule.

**Emergency Contact** is defined as such persons disclosed by You to Tracker Connect and the Insurer at the commencement of the insurance as Your emergency contact persons.

**Emergency Scene** is defined as the physical location of You and Your passengers following theft or hijack of the Covered Vehicle.

**Emergency Situation** is defined as those circumstances which follow theft or hijacking of a Covered Vehicle.

**Group B Vehicle** is defined as a Group B vehicle with air conditioning, power steering and ABS which is made available to You for 72 hours following the Emergency Situation.

**Premium** shall mean the fee payable by the Client to Tracker Agility monthly or annually in advance for the service and may be amended from time to time by Tracker Agility.

**Period of Cover** is defined as the period that the Premium is paid for.

**Police Reference Number** is defined as the reference number provided by the South African Police Service when a criminal case is reported.

**Police Case Number** is defined as the number referencing the criminal case being investigated by the South African Police Service.

**Passenger(s)** is defined as a person/s transported in a Covered Vehicle, other than the driver of the Covered Vehicle.

**Rental Vehicle Depot** is defined as any vehicle Rental Company that is accessible to the public.

**Safe Location** is defined as such location within the Territorial Limits of South Africa as designated by You, and as approved by Tracker Agility in its sole discretion.

**Stolen Vehicle Recovery Device** is defined as the Tracker Device used for location & information gathering on the Covered Vehicle.

**Tracker Connect RF** is defined as Tracker Connect RF Pty Ltd, Registration No. 2011/003946/07, of Stonemill Office Park, 340 Republic Road, Darrenwood, 2194.

**Tracker Agility** is defined as Tracker Agility (Pty) Limited, Registration No. 2010/012930/07, of Stonemill Office Park, 340 Republic Road, Darrenwood, 2194.

**Territorial Limits** is defined as the geographical territory of the Republic of South Africa as set out in the Constitution of the Republic of South Africa Act 200 of 1993, or any amendment or substitution of that Act.

**Vendor \ Third Party \ Business Partners** means third parties contracted to and/or associated with Tracker Agility and required by Tracker Agility for the provision of the services or aspects thereof, and/or the efficient functioning of the Stolen Vehicle Recovery Device.

**You** are defined as the corporate/juristic or other person having juristic personality identified on the Schedule as the Policy Holder.

#### **4. SCHEDULE OF BENEFITS**

Upon theft or hijack of the Covered Vehicle within the Territorial Limits of South Africa, Tracker Agility shall provide the following Service which at the discretion of the Tracker Agility consists of all or part, as the Emergency Situation circumstances requires, of the following:

4.1 At Your option, Tracker Agility will arrange for a Rental Vehicle.

- 4.2 The Rental Vehicle which arrives at the Emergency Scene or the Safe Location, will have the following items for Your benefit:
- 4.2.1 A mobile phone and SIM card;
  - 4.2.2 Prepaid airtime to the value R200;
  - 4.2.3 R2 000 cash loaded on the mobile phone.
- 4.2.4 Information package containing the following:
- 4.2.4.1 Cancellation procedures for:
    - 4.2.4.1.1 Stolen credit and bank card(s);
    - 4.2.4.1.2 Stolen mobile phone(s) & SIM card(s);
    - 4.2.4.1.3 Black listing of stolen mobile phone(s);
    - 4.2.4.1.4 Identity document(s), drivers license(s) and passport document(s);
    - 4.2.4.1.5 Application procedures for identity document(s), drivers license(s) and passport document(s);
  - 4.2.4.2 List of contact details for all the above.
- 4.3 The Rental Vehicle is a Group B Vehicle and is to be delivered to You at the Insurer's expense, or to be collected by You at the specified Rental Vehicle Depot, at Your option. The duration of the rental vehicle is limited to 72 hours from the time the rental commences. You are responsible to deliver the vehicle to the Rental Vehicle Depot most convenient to You based on options provided by the Rental Vehicle Company.
- 4.3.1 The Rental Vehicle Benefit INCLUDES:
- 4.3.1.1 No charge related to a refill of fuel to the level recorded when the Rental Vehicle was dispatched upon return of the Rental Vehicle (i.e. a maximum of one tank fuel);
  - 4.3.1.2 Contract fee;
  - 4.3.1.3 Personal accident insurance Premium;
  - 4.3.1.4 One way drop off fee;
  - 4.3.1.5 Additional driver surcharge.
- 4.3.2 The Rental Vehicle Benefits EXCLUDES:
- 4.3.2.1 Accident Excess\Theft Excess;
  - 4.3.2.2 Handling fee for fines;
  - 4.3.2.3 Accident handling fee.
- 4.4 You warrant that the mobile phone provided under this benefit will remain switched on as this is the phone which Tracker Connect & Tracker Agility will utilise to communicate with You.
- 4.5 At Your option Tracker Agility will contact Your designated Emergency Contact.
- 4.6 At Your option, Tracker Agility will arrange and co-ordinate the following services at the earliest opportunity:
- 4.6.1 Telephonic confirmation of the Police Reference Number. It is noted that You can obtain the Police Reference Number telephonically;
  - 4.6.2 Telephonic confirmation of the Police Case Number. It is noted that you must obtain the Police Case Number in person;
  - 4.6.3 Reporting the incident to Your Insurance Company(ies) or Broker(s). It is noted that You will lodge the formal claim(s) with Your Insurance Company(ies) or Broker(s);
  - 4.6.4 Daily electronic or telephonic updates regarding all aspects of the Service status;
  - 4.6.5 Co-ordination and finalisation of all of the above Services.

## 5. EXCLUSIONS

- 5.1 The Insurer shall not be liable for:
- 5.1.1 Loss or Damage of the Covered Vehicle;

- 5.1.2 Car hire after the three day (3 days) benefit as defined above. In the event of You not having a car hire option with Your vehicle insurance and You wish to extend the car hire, You must make Your own arrangements with the Car Hire Company at Your own cost;
- 5.1.3 Loss or Damage to the Rental Vehicle.

5.2 The Insurer shall not be liable for any other consequential or resultant loss to any other property and /or person resulting from any cause whatsoever arising from the provision of the Theft Assist Service.

## **6. CONDITIONS**

Subject to the provisions of Section 55 of the Short Term Insurance Act No. 53 of 1998 (as amended).

### **6.1 Specific Conditions:**

- 6.1.1 The Theft Assist services can only be rendered if You are in a stable personal safety environment, as determined by the Theft Assist. Theft Assist services as specified will continue at the discretion of the Tracker Agility, and at Your option.
  - 6.1.2 The Rental Vehicle benefit is subject to the driver having a valid South African driver's license. You warrant that any person driving the Rental Vehicle will have a valid driver's license.
  - 6.1.3 The Information package will be delivered within 24 hours after the claim has been reported to Tracker Agility.
- 6.2 Tracker Agility cannot be held responsible for non-delivery of service by the South African Police Service or the Private Security Guards.

## **7. Misrepresentation, misdescription and non-disclosure**

Misrepresentation, misdescription or non-disclosure in any material particular shall render violable the particular item, section or sub-section of the Policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

## **8. Cancellation**

This Policy may be cancelled at any time by the Insurer giving 30 day's notice in writing (or such other period as may be agreed) or by You giving notice. On cancellation You shall be entitled to claim a pro-rata proportion of the Premium for the remainder of the Period of Cover from the date of cancellation. If at the time of cancellation the Insurer has paid a claim or a claim is payable for that Period of Cover there shall be no refund Premium due to You.

## **9. Premium Payment**

The Premium is payable on or before the inception date or renewal date or instalment date as the case may be. The Insurer shall not be obliged to accept Premium tendered to it or any intermediary more than 15 days after such date but may do so upon such terms as it in its sole discretion may determine.

If You elect the Policy to be on a monthly basis then the monthly Premium is payable by bank debit order or by transmission account. The Premium is due in advance and if it is not received by the Insurer by the first day of every calendar month (due date) or the instalment date this insurance shall be deemed to have been cancelled at midnight on the last day of the last month for which a Premium has been received. The Insurer shall not be obliged to accept Premium tendered to it after the due date provided that Premiums due with effect from the second month of the currency of the Policy will be accepted if paid within 15 days of the due date or the instalment date.

## **10. Claims Procedures**

On the happening of the Defined Event You shall:

- 10.1 Before reporting the claim, it is compulsory to get a SA Police Reference Number within 24 hours after time of incident. This SA Police Reference Number can be obtained via telephone. The reference number must be provided to Tracker Agility before the claim can be reported;
- 10.2 Contact Tracker Agility at **0860 60 50 40** to report a claim. Any claim needs to be reported to Tracker Agility within 30 days;
- 10.3 It is compulsory to inform the SA Police of any claim involving theft or Loss of property. SA Police Case Number must be provided to Tracker Agility within 24 hours after reporting of the claim. If you do not provide Tracker Agility with both the SA Police Reference Number and the SA Police Case Number, the claim will be repudiated and any costs will be recovered from the Policy holder;
- 10.4 Claims will only be entertained upon confirmation that Premiums are paid up to date at the time of the Defined Event;
- 10.5 If the Insurer rejects Your claim You have 180 days from the date of the Insurers rejection letter to make representation to the Insurer in respect of this decision. If the dispute has not been resolved and You have not commenced legal action within six months after this period, all benefit afforded under this Policy in respect of any such claim shall be forfeited.

#### **11. Insurer's rights after an event**

On the happening of any event in respect of which a claim is or may be made under this Policy, the Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy.

- 11.1 Take over and conduct in Your name the defense or settlement of any claim and prosecute in Your name 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.
- 11.2 You shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification whether such things shall be required before or after such indemnification.

#### **12. Fraud**

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf or with Your knowledge or consent to obtain any benefit under this Policy or if any event is occasioned by the willful act or with Your connivance, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

#### **13. Breach of conditions**

A breach of any condition by You may render this Policy void.

#### **14. General meanings accorded to general terms**

- 14.1 Words importing the singular number shall include the plural number and vice versa.
- 14.2 Words importing the masculine gender shall include the feminine gender.
- 14.3 Words importing natural persons shall include firms and corporate bodies.

#### **15. Benefits under this Policy**

Policy benefits will accrue to You the Policy Holder on the occurrence of the Defined Event which may result in a claim under this Policy.

**16. No rights to other persons**

Unless otherwise provided, nothing in this Policy shall give any rights to any person other than You. Your receipt shall in every case be a full discharge to the Insurer.