

TRACKER ALL RISKS POLICY WORDING



DEFINED EVENT

In the event of Loss or Damage to the **Tracking Device** installed in your vehicle by **Tracker Network** occurring during the period of insurance this policy will indemnify You by repair or replace the **Tracking Device**. This policy only covers the policy holder within the **Territorial Limits** of South Africa.

The **Insurer** agrees to indemnification in return for the payment of the **Premium** stated in the schedule and subject to the terms, conditions and exceptions stated below. Indemnification shall include the costs of the installation of new **Tracking Device** or the reinstallation of any repaired **Tracking Device**.

DEFINITIONS

Accredited Tracker Network Repairer shall mean a representative of Tracker Network.

Contract shall mean the Agreement entered into between the Client and **Tracker AGILITY** defining the terms and conditions, the **Covered Vehicle**, the **Premium** and the period of cover.

Covered Vehicle shall mean the vehicle stated in the Schedule.

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.

Tracker Network is defined as **Tracker Network** (Pty) Limited, Registration No. 1995/05497/07, of Stonemill Office Park, 340 Republic Road, Darrenwood; 2194.

Tracker AGILITY is defined as **Tracker AGILITY** (Pty) Limited, Registration number 2010/012930/07, of Stonemill Office Park, 340 Republic Road, Darrenwood; 2194.

Tracking Device is defined as the device used for location & information gathering on the **Covered Vehicle**.

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

You shall mean the Insured as defined in the Schedule and who has entered into a Contract.

EXCLUSIONS

1. STANDARD SAIA EXCLUSION

- a. This Policy does not cover loss of or damage related to or caused by:
 - i. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or indirect 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. 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;

- iv. insurrection, rebellion or revolution;
- v. 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;
- vi. 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;
- vii. any attempt to perform any act referred to in clause (iv) or (v) above;
- viii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items (i), (ii), (iii), (iv), (v) or (vi) above.

If the Insurer alleges that, by reason of clause i, ii, iii, iv, v, vi, vii or viii of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

- b. Notwithstanding any provision of this Policy including any exclusion, extension or other condition, this Policy does not insure loss or damage to Tracking Device or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this Exclusion, an act of terrorism includes, without limitation, the use of violence or force of threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof. If the **Insurer** alleges that, by reason of this Exclusion, loss or damage is not insured by this Policy, the burden of proving the contrary shall rest on You.

2. The Insurer shall not be liable for loss or damage caused by:

- a. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
- b. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;

3. The **Insurer** shall not be liable for any other consequential or resultant loss to any other property resulting from any cause whatsoever, depreciation in value whether arising from repairs or replacement following an event or otherwise.

GENERAL CONDITIONS

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

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.

Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering You against the event then this policy shall be null and void to extent of the amount insured in respect of such other policy but this policy shall cover such loss in excess of the amount covered in respect of such other policy.

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 immediate notice. On cancellation by You, the **Insurer** shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the Insurer, You shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance 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 insurance there shall be no refund premium due to You.

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.

Claims

On the happening of any event which may result in a claim under this policy You shall, at Your own expense:

- i. Notify the Insurer or the Administrator as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured
- ii. If required inform the police of any claim involving theft or loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
- iii. as soon as practicable after the event submit to the Insurer full details in writing of the claim
- iv. 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 3 months after this period, all benefit afforded under this policy in respect of any such claim shall be forfeited.
- v. Claims will only be entertained upon confirmation that premiums are paid up to date at the time of the loss.

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:

- i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. You shall not be entitled to abandon any property to the **Insurer** whether taken possession of by the **Insurer** or not.
- ii. take over and conduct in the Your name the defence 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.
- iii. 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.

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.

Breach of conditions

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

General meanings accorded to general terms

1. Words importing the singular number shall include the plural number and vice versa.
2. Words importing the masculine gender shall include the feminine gender.
3. Words importing natural persons shall include firms and corporate bodies.

Underwritten by Guardrisk Insurance Company Limited an authorised Financial Services Provider, FSP license number 75

Administrated by Trustco Corporate Solutions (Pty) Limited an authorised Financial Services Provider, FSP license number 5431

Tracker Agility (Pty) Limited is an authorised Financial Services Provider, FSP license number 42862