



TRACKER EMERGENCY ASSIST POLICY WORDING

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

Tracker Agility (Pty) Ltd. is an Authorised Financial Services Provider, FSP license number 428620.

All Tracker Agility policies are administered by **Trustco Intermediary Solutions (Pty) Ltd.** an Authorised Financial Services Provider, FSP license number 5429 (The Administrator).

1. GENERAL OPERATIVE CLAUSE

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the Premium by You or on Your behalf and receipt thereof by or on behalf of the Insurer, the Insurer specified in the schedule agrees to provide the Benefit as defined in the Schedule of Benefits in respect of the Defined Events, occurring during the period of insurance, within the Territorial Limit.

2. DEFINED EVENT

- 2.1 Breakdown of the Vehicle.
- 2.2 Damage to the Vehicle resulting from an Accident requiring the Vehicle to be towed.
- 2.3 Damage to the Vehicle resulting from theft, vandalism or hijack requiring the Vehicle to be towed.
- 2.4 Towing of a recovered stolen Vehicle.
- 2.5 Medical Emergency suffered by You.

3. DEFINITIONS

Accredited Tracker Connect RF Repairer shall mean a representative of Tracker Connect RF.

Vehicle shall mean

- a) Private type motor cars (including station wagons, safari vans, estate cars and the like or similar Vehicles designed to seat not more than 9 persons including the driver).
- b) Light commercial Vehicles with a carrying capacity not exceeding 3500kg owned by You.

Accident shall mean collision of the Vehicle with another Vehicle, object or a pothole.

Breakdown shall mean the incapacitation of the Vehicle arising from a flat tyre, insufficient fuel in the Vehicle, mechanical, electrical or electrical breakdown/failure, or derangement of the Vehicle.

Towing Provider shall mean a Tracker Agility approved Towing Truck/Contractor.

Towing Costs shall be calculated on the distance from the Towing Provider's yard to the Incident Site, to the Vehicle drop off point and back to the Towing Provider's yard.

Rental Car is defined as a Group B Vehicle with air conditioning, power steering and ABS which is made available to you. Car hire companies impose certain conditions and all arrangements are subject to those conditions including but not limited to the following:

- a) You must be in possession of a valid and applicable driver's license.
- b) You may be required to pay a fuel deposit and should you be involved in a collision with the hired car you will be liable for the insurance excess.

- c) You must surrender the rental car on arrival at your destination.
- d) Any costs incurred in excess of the amount stated in the schedule of benefits will be for your own account.

Medical Emergency shall mean any life threatening Bodily Injury or Acute illness.

Bodily Injury shall mean an injury caused by accidental, violent, external and visible means.

Acute Illness shall mean life threatening illness suffered by You.

Annual Period shall mean a period of 12 consecutive months after the inception date and every consecutive 12 month period thereafter.

Premium shall mean the amount payable by You to the Insurer monthly or annually in advance and may be amended from time to time by the Insurer.

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 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) Ltd, Registration number 2010/012930/07, of Stonemill Office Park, 340 Republic Road, Darrenwood; 2194.

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

4. EXCLUSIONS

4.1 **Standard Exclusions** - This policy does not cover loss of or damage related to or caused by:

- 4.1.1 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;
- 4.1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 4.1.3 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;
- 4.1.4 Insurrection, rebellion or revolution;
- 4.1.5 Any act (whether on behalf of any organization, 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;
- 4.1.6 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 inspiring fear in the public or any section thereof;
- 4.1.7 Any attempt to perform any act referred to in clause 5.1.4 or 5.1.5 above;
- 4.1.8 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence to in all the above clauses. If the Insurer alleges that, by reason of all the above clauses of this exception, loss or damage is not covered by this policy, the burden of providing the contrary shall rest on You.

4.2 Notwithstanding any provision of the Policy including any exclusion, extension or other condition, this Policy does not insure loss or damage to the Stolen Vehicle Recovery Device or expenses 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.

4.3 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 organization 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 the for purpose of inspiring fear in the public or any section thereof. If the Insurer alleges that, by reason of the Exclusion, loss or damage is not insured by the Policy, the burden of proving the contrary shall rest on You.

- 4.4 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.
- 4.5 The Insurer shall not be liable for any damage to the Vehicle or any other damage or loss except as provided in the Schedule of Benefits (whether direct, indirect, or consequential), suffered by the Insured.
- 4.6 The Insurer shall not be liable for the load or goods contained in any Vehicle. You may be required to remove the goods prior to the provision of any service.
- 4.7 The Insurer shall not be liable for the reimbursement of any payments to or for refunds for assistance by any other private person or service provider not authorized by the Insurer.
- 4.8 The Insurer shall not be liable or obligated to provide any Medical Assistance Benefit in circumstances where the medical emergency:
 - 4.8.1 is of a minor nature and can be treated adequately at or near the place where the medical incident occurred;
 - 4.8.2 is of such a nature that you are able to return to your normal place of residence as a sitting passenger in any form of transport without requiring a medical escort;
 - 4.8.3 has resulted directly or indirectly from Your intentional and deliberate act to cause bodily harm including suicide or any attempt thereat;
 - 4.8.4 has resulted from any your participation in any criminal activity;
 - 4.8.5 is caused directly or indirectly as a result of You being under the influence of liquor or drugs unless such drugs has been prescribed by and taken by You in accordance with the instructions of a qualified medical practitioner.
- 4.9 The Insurer shall not be liable for any resultant or consequential loss or damage caused by or attributed to the negligence, wrongful acts and/or omissions of any doctor, paramedic, nursing staff or other health care professional, tow truck driver or any other person / persons who may provide direct or indirect services to You in terms of this policy.
- 4.10 The Insurer nor any person or persons required to render a service or assistance in terms of this policy shall not have any liability You, Your heirs or executors arising from the failure to render the service or assistance or any delay in rendering the service or assistance where such failure or delay is caused by vismajor, force majeure, adverse weather conditions, or the refusal of a governmental/provincial or local authority to grant or allow the use of its services or facilities or where the local laws, regulations or functionaries limit the capacity of the person/persons to render such services.

5. GENERAL CONDITIONS

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

5.1 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.

5.2 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.

5.3 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, 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 Cover there shall be no refund Premium due to You.

5.4 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.

5.5 Claims

On the happening of any event which may result in a claim under this policy You must contact the Call Centre for validation of the Benefit. All Calls are recorded. Payment for any service is not guaranteed unless prior authorisation has been obtained from the 24-hour Call Centre on **0800 13 23 23**.

You must provide us with the correct location of Your Vehicle and enough information on anything being Towed. Incorrect or incomplete information may cause a delay in the provision of service and additional costs.

In the event of a claim you must remain with the Vehicle and provide proof of identification. If the Vehicle is unattended when the Tow truck arrives or You are not present to allow Us to provide the tow then the tow truck may leave the scene and any additional costs incurred will be for your own account.

If the Insurer rejects Your claim You have 90 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 180 days months after this period, all benefit afforded under this policy in respect of any such claim shall be forfeited.

Claims will only be entertained upon confirmation that Premiums are paid up to date at the time of the loss.

5.6 Insurer's right 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:

5.6.1 Take over and conduct in the 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.

5.6.2 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.

5.7 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.

5.8 Breach of Conditions

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

5.9 General Meanings accorded to General Terms

- 5.9.1 Words importing the singular number shall include the plural number and vice versa.
- 5.9.2 Words importing the masculine gender shall include the feminine gender.
- 5.9.3 Words importing natural persons shall include firms and corporate bodies.

6. SCHEDULE OF BENEFITS

<u>BENEFITS SUMMARY</u>	
<u>Tracker Roadside Assistance:</u> The Insurer will provide You with the following Services as a result of a Roadside Emergency within the Territorial Limits of SA.	<i>BENEFIT / LIMIT:</i>
Flat Tyre	We will attempt to change the tyre on-site failing which we will arrange to Tow the Vehicle in line with the towing benefit stated below.
Flat Battery	We will attempt to start your Vehicle on site where this cannot be done we will Tow the Vehicle in line with the towing benefit stated below.
Keys Locked In Vehicle	We will arrange for a locksmith to attend. Any additional labour costs, charges relating to repair/replacement of locks, ignition switches, or cutting of keys will not be covered under this benefit. If the ignition is damaged as a result of an attempted theft then we will arrange to Tow the Vehicle in line with the towing benefit stated below.
Run out of fuel	We will deliver fuel to your Vehicle on site provided that the cost of the fuel will be for your own account.
Towing Costs	We will arrange to Tow the Vehicle to nearest Insurance approved panelbeater, approved dealer or to your home provided that our Towing Costs is limited to a maximum of R500.

	Any costs in excess of this will be for your own account.
Courtesy Transport	Where the Vehicle needs to be Towed we will arrange and pay up to a maximum of R1 000 – for transport of the occupants of the Vehicle back home or to specified destination, depending on which is closest.
Hotel Accommodation	Where the Defined Event has occurred outside the radius of 100 km and the Vehicle needs to be Towed we will arrange and pay for hotel accommodation for the occupants of the Vehicle up to a maximum amount of R1 000.
Car Rental or Courtesy Transport	Where the Defined Event has occurred outside the radius of 100 km and the Vehicle needs to be Towed but you prefer to continue with your journey immediately we will arrange and pay for a Rental Car provided that the maximum amount payable in respect of this benefit is limited to R1 000.
Vehicle Storage	Where the Vehicle is required to be temporarily stored we will arrange and pay for the safe storage of the Vehicle for a maximum of 3 days or up to an amount of R1 000.
Repatriation of Vehicle	Where the Vehicle has been left for repair we will arrange and pay up to a maximum of R2 000 for the cost of collecting the Vehicle and returning it to your place of residence after the repair has been affected.
Maximum Benefit Payable per Vehicle per Annum	The maximum amount payable by the Insurer in respect of all events any one Annual Period is limited to R5 000.
<u>Tracker Medical Assistance</u> The Insurer will provide the client with the following services as a result of a Medical Emergency within the Territorial Limits of SA.	<i>BENEFIT / LIMIT</i>
Emergency Response	We will facilitate a call to an Emergency Response Service Provider who will dispatch an ambulance, or a rapid response Vehicle (helicopter), whichever is the most medically appropriate and logistically possible to the scene of the Medical Emergency. Where appropriate life saving support will be provided to You and where relevant you will be stabilized before transfer is provided to the nearest appropriate medical facility provided that the maximum amount payable by Us in respect of this benefit is limited to R10 000.
Medical Transportation	In the event of a Medical Emergency necessitating you to be transported to the nearest facility capable of providing medical care we will facilitate a call to a service provider. The onus will rest on you to pay the supplier directly. On receipt of a valid tax invoice from you issued by the service provider we will reimburse you up to a maximum amount of R 5 000.
Return of Mortal Remains	In the event of death outside of your home town resulting from a medical emergency, we

	will pay up to R 10 000 towards the cost of transporting your mortal remains to a location of the client's permanent place of residence within the borders of South Africa. This is to be done at the request of the clients' heirs or official appointed representative.
Facilitation to 24 hr poisons hotline	For both adults and children. This is an advisory service only, as a telephonic conversation does not permit an accurate diagnosis.
Access to suicide and counselling hotline	Facilitation to a 24 hour telephone counseling line. The telephone counseling service is both anonymous and confidential and offers emotional support. A trained counselor will offer their expertise to callers in need of guidance on social issues like alcohol and drug abuse, violence and victimization, physical and psychological illness, stress, bereavement and loss, suicidal ideation, retrenchment, unemployment affecting either themselves, family members or friends and many other issues.
Maximum Benefit Payable per client per Annum	The maximum amount payable by the Insurer in respect of all events any one Annual Period is limited to R10 000.