

TRACKER TRACK & TOW POLICY WORDING



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 indemnify You by the fulfillment of Towing service, as defined in the Schedule of Benefits in respect of the Defined Events, occurring during the period of insurance, sums insured, limits of indemnity, compensation and other amounts specified.

DEFINED EVENT

In the event of the theft or hijacking or any attempt thereof of the **Covered Vehicle** within the **Territorial Limits** resulting in an **Activation**, the Insurer will provide the Towing Service as defined.

SCHEDULE OF BENEFITS

Upon the Activation within the **Territorial Limits** the Insurer shall:

1. In respect of the **Covered Vehicle**, provide for the towing of the **Covered Vehicle** from the location of the event to a location of Your choice within the **Territorial Limits**.
2. In respect of a **Covered Vehicle** that has been stolen and recovered provide for the towing of the **Covered Vehicle** from the location of the recovered vehicle provided that such location is in the **Territorial Limits** to a location of Your choice within the **Territorial Limits**.

DEFINITIONS

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

Covered Vehicle is defined as any motor vehicle which is fitted with a **Tracking Device** to protect it upon **Activation** from potential loss due to attempted theft or hijacking.

Tracker AGILITY is defined as Tracker AGILITY (Pty) Limited, Registration No. 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**.

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.

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

EXCLUSIONS

1. STANDARD SAIA EXCLUSION

- i. This Policy does not cover loss of or damage related to or caused by:
 - a. 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;
 - b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - c. 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;
 - d. insurrection, rebellion or revolution:
- ii. 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;
- iii. 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;
- iv. any attempt to perform any act referred to in clause ii or iii above;
- v. 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 or iv above.
- vi. Notwithstanding any provision of this Policy including any exclusion, extension or other condition, this Policy does not insure loss or damage to Equipment 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 of the **Covered Vehicle** reported in the **Activation**.
3. 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 Towing Service.

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 of any material fact or circumstance in connection with this policy, a claim in terms of this policy or the application for this policy may result in this policy being cancelled, a claim rejected or the policy voided from inception.

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 30 day's 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 of the tracking device 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 premium is payable monthly 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

1. On the happening of the Defined Event You shall:
 - i. Activate the tracking device of telephone Tracker AGILITY;
 - ii. Inform the police of any claim involving theft or loss of property;
2. Claims will only be entertained upon confirmation that premiums are paid up to date at the time of the Defined Event;

3. Towing services will only be provided if the vehicle is discovered or recovered within 90 days of the Defined Event.
4. 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

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.

1. take over and conduct in 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.
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.

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.

Benefits under this policy

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

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**.

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