

TRACKER EXTENDED WARRANTY POLICY WORDING

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

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

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

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 indemnify You be repair or replace the Stolen Vehicle Recovery Device 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.

2. DEFINED EVENT

In the event of Damage to the Stolen Vehicle Recovery Device installed in your vehicle by Tracker Connect RF occurring during the period of insurance this policy will indemnify You by repair or replace the Stolen Vehicle Recovery Device. This policy only covers the policy holder within the Territorial Limits of South Africa.

3. DEFINITIONS

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

Client shall mean the person entering into the Contract.

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 shall mean the vehicle stated in the Schedule.

Damage shall mean the mechanical, electronical or electrical breakdown/failure, or derangement of the Stolen Vehicle Recovery Device by any cause not excluded and shall include wear and tear and gradual deterioration causing failure of the Stolen Vehicle Recovery Device.

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

Period of the Warranty shall mean from month thirteen (13) to month thirty six (36) from the inception date of the Tracker Connect RF Contract. (Tracker Connect RF Contract shall mean the Tracker Connect RF Subscription Agreement entered into between the Client and Tracker Connect RF defining the terms and conditions, the Covered Vehicle, the Subscription Charge and the Subscription Period)

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.

Stolen Vehicle Recovery 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.

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. TERMS AND CONDITIONS

The Tracker Extended Warranty product is an extension of 24 months in excess of the first 1 year standard warranty covering the Stolen Vehicle Recovery Device and is governed by these terms and conditions.

The Tracker Extended Warranty cover will incept when the Tracker Connect RF Warranty expires. The standard warranty period will be calculated with effect from the date of fitment of the Stolen Vehicle Recovery Device in the vehicle, or the date of activation of the Stolen Vehicle Recovery Device on the Tracker Connect RF system.

This Tracker Extended Warranty will only apply to the Stolen Vehicle Recovery Device whilst still under "active subscriptions". For the purpose of this Tracker Extended Warranty, subscriptions are paid and are current in terms of the Tracker Connect RF Contract.

No claims in terms of this Tracker Extended Warranty will be entertained by Tracker Agility under any circumstances where the payments in terms of the Tracker Connect RF Contract are in arrears. If a Client is in arrears with (or in breach in any other way) of the Tracker Connect RF Contract the Tracker Extended Warranty is void until all arrears have been settled, (or the breach has been remedied).

This Tracker Extended Warranty is only applicable whilst the Stolen Vehicle Recovery Device is in the Covered Vehicle unless otherwise agreed to in writing by Tracker Agility.

Repair or replacement under the terms of this Tracker Extended Warranty shall not give a right to an extension to, or a new commencement of the period of the Tracker Extended Warranty.

Repair or replacement under the terms of this Tracker Extended Warranty may be fulfilled with functionally equivalent reconditioned units and Tracker Agility may elect to modify, repair or replace any component at its sole discretion.

In the event of a customer committing any fraudulent act, or fraudulently omitting to do anything, in an attempt to benefit from this Tracker Extended Warranty, then such fraudulent act or omission shall immediately render the Tracker Extended Warranty void, without prejudice to any other rights which Tracker Agility may have in terms of the common law, or these terms and conditions.

5. EXCLUSIONS

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

- 5.1.1 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;
- 5.1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 5.1.3 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;
- 5.1.4 Insurrection, rebellion or revolution;
- 5.1.5 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;
- 5.1.6 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;
- 5.1.7 Any attempt to perform any act referred to in clause 5.1.4 or 5.1.5 above;
- 5.1.8 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 Tracker Agility in respect of this Tracker Extended Warranty shall not in any way be liable on behalf of the manufacturer.
- 5.6 Tracker Agility shall not be liable for any other damage whatsoever, (whether direct, indirect, or consequential), suffered by the Client or any person whomsoever, whether arising from Tracker Agility's negligent act or omission, or not.
- 5.7 Tracker Agility shall not be liable for loss or damage to the Stolen Vehicle Recovery Device if the Stolen Vehicle Recovery Device is mishandled, misused, willfully damaged, neglected, altered or defaced in any way by any non-authorized person whomsoever.
- 5.8 Any repairs by a non accredited Tracker Agility repairer, renders this Tracker Extended Warranty null and void.
- 5.9 The Tracker Extended Warranty shall exclude any loss of or damage to the Stolen Vehicle Recovery Device arising from a defect arising from corrosion or for any damage caused by a motor vehicle accident or the theft or hijack of the vehicle.

6. GENERAL CONDITIONS

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

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. 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.

9. 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 Cover there shall be no refund Premium due to You.

10. 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.

11. CLAIMS

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

- 11.1 Notify the T or the Administrator as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured.
- 11.2 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
- 11.3 as soon as practicable after the event submit to the Insurer full details in writing of the claim
- 11.4 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 3 months after this period, all benefit afforded under this policy in respect of any such claim shall be forfeited.
- 11.5 Claims will only be entertained upon confirmation that Premiums are paid up to date at the time of the loss.

12. 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:

- 12.1 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.

12.2 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.

12.3 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.

13. 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.

14. BREACH OF CONDITIONS

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

15. GENERAL MEANINGS ACCORDED TO GENERAL TERMS

15.1 Words importing the singular number shall include the plural number and vice versa.

15.2 Words importing the masculine gender shall include the feminine gender.

15.3 Words importing natural persons shall include firms and corporate bodies.