

THE NETSTAR RECOVERY SERVICE WARRANTY -

“If we don’t get it back – we’ll pay it back”

The launch of Netstar’s new industry-leading Jamming Resist™ tracking device has significantly enhanced our ability to recover vehicles quickly. Our extensive testing has given us such confidence that we are prepared to offer an industry-first Recovery Service Warranty (“RSW”) to certain qualifying Subscribers in the unlikely event of us not recovering the vehicle.

TERMS AND CONDITIONS

1. The Recovery Service Warranty (“RSW”) is not an insurance product and is not intended to substitute any insurance on the vehicle.
2. The Subscriber must be subscribed to the Netstar Stolen Vehicle Recovery service, and the vehicle installed with Netstar’s Jamming Resist™ Early Warning tracking device (“the tracking device”), on or after 1st September 2015 at the standard retail subscription rate. All other tracking devices are excluded.
3. The tracking device must have been installed by one of Netstar’s mobile technicians and not by any other installation agent.
4. THE VEHICLE MUST BE USED FOR PRIVATE USE ONLY, AND THE FOLLOWING TYPES OF VEHICLES WILL BE EXCLUDED:
 - a. unpowered vehicles such as trailers;
 - b. motor cycles;
 - c. specialised vehicles used for agriculture, construction and mining purposes;
 - d. forklifts;
 - e. vehicles used for any business or commercial purpose;
 - f. vehicles used for any form of public transportation such as minibus taxis Uber etc; and
 - g. marine craft.
5. IN ORDER TO QUALIFY FOR THE WARRANTY, THE SUBSCRIBER MUST REGISTER ON THE MYNETSTAR PORTAL (<https://my.netstar.co.za>) OR REGISTER ON THE MYNETSTAR APP BY DOWNLOADING THE MYNETSTAR APP FROM EITHER THE [APP STORE](#) OR [GOOGLE PLAY STORE](#) ON A MOBILE DEVICE.
6. A RSW Certificate must have been issued – the Subscriber can access this by registering either through the MyNetstar portal (<https://my.netstar.co.za>) or by registering on the MyNetstar App by downloading the MyNetstar App from either the [App Store](#) or [Google Play Store](#) on your mobile device.
7. The theft or hijacking must occur within the borders of South Africa.
8. The theft or hijacking must be reported to Netstar’s emergency control centre at telephone number 0800112222 within 2 (two) hours of the incident or of the vehicle being parked, whichever is the earlier. In the event of the vehicle being parked, the tracking device must have been activated when parked.
9. The Subscriber must report the incident to the South African Police within 48 (forty eight) hours of the incident and provide the SAPS case number to Netstar.
10. All of the Subscriber’s information and emergency contact details must be up to date at the time of the incident. The Subscriber can update its details on the MyNetstar portal (<https://my.netstar.co.za>), the MyNetstar App or via any of the Netstar customer platforms as

directed by Netstar from time to time or by contacting Netstar. Netstar shall be relieved of its obligations if the Subscriber's contact details are incorrect and in Netstar's opinion this contributed materially to the non-recovery of the vehicle.

11. If Netstar contacted the Subscriber or the Subscriber's nominated contact persons to enquire about an emergency signal, and the Subscriber or any of its nominated contact persons advised that the vehicle was safe and it in fact had been stolen and subsequently not recovered, Netstar shall be relieved of the RSW.
12. The Subscriber must lodge its claim to Netstar in writing within 30 (thirty) days of the date of the incident.
13. The Subscriber must not be in breach of any term of the Netstar Subscriber Agreement and the Subscriber's account with Netstar must not be in arrears.
14. IN ORDER TO QUALIFY FOR THE WARRANTY, THE NETSTAR UNIT MUST BE FUNCTIONING AT THE TIME OF THE INCIDENT. THE SUBSCRIBER MUST TEST THE TRACKING DEVICE AT LEAST ONCE PER MONTH. The functionality of the tracking device can be viewed by logging onto the MyNetstar portal (<https://my.netstar.co.za>), the MyNetstar App or any of the Netstar testing platforms as directed by Netstar from time to time. In the event that the tracking device appears to have malfunctioned, the Subscriber must report this to Netstar for an inspection at no charge to the Subscriber.
15. If the Subscriber's vehicle is involved in an accident, the Subscriber must urgently test the tracking device as outlined in (14) as the impact may have damaged it.
16. Where the vehicle is recovered, whether by Netstar or a third party, and irrespective of the condition of the vehicle, the RSW shall not be paid out under any circumstances.
17. The RSW does not apply to any damages to the vehicle, or any possessions taken from the vehicle, whether in a theft or hijacking or not.
18. The Subscriber must fully cooperate with and allow Netstar to investigate the theft or hijacking incident.
19. The RSW shall not be paid out where the Subscriber's insurance company repudiates the Subscriber's claim or a reasonable possibility of fraud exists in relation to the incident.
20. The RSW shall not be applicable to any vehicle which was stolen and recovered previously, unless the Subscriber has the tracking device inspected and certified in order by Netstar after such incident. A fee of R495.00 (four hundred and ninety five rand) inclusive of VAT will be charged for this inspection. Netstar may adjust this fee from time to time.
21. The Warranty amount will be limited to the lesser of RSW offering or the adjusted market value of the Vehicle as published in the TransUnion Auto Dealers Guide or any other accepted authority on vehicle values at the time of the loss.
22. The market value of the Vehicle is defined as the midpoint between the dealer price and the retail price of the Vehicle, along with any adjustments detailed in the TransUnion Auto Dealers Guide.
23. The amount will be paid within 60 (sixty) days of the Subscriber providing Netstar with the documentation it requires to process the claim. This documentation shall include but not be limited to: the SAPS case number; confirmation from the Subscriber's insurer that the insured vehicle value has been paid to the Subscriber; if the vehicle was not insured, an affidavit commissioned by the SAPS confirming that the vehicle was uninsured; vehicle ownership documentation; and any other supporting documentation and information that Netstar may reasonably require to process the RSW.
24. Where the vehicle is recovered by Netstar or any third party after the RSW has been paid out, the Subscriber must inform Netstar of the recovery within 10 (ten) days from the date of the recovery and pay back the amount received to Netstar within 15 (fifteen) days of the recovery.

25. In the event of the Subscriber being insured through an Insurance Company or Broker, with whom Netstar has an arrangement to pay the RSW directly to that Insurance Company or Broker, then Netstar shall be relieved of its obligation to pay the RSW directly to the Subscriber.
26. The RSW shall be valid for 3 (three) years from date of installation of the tracking device, and after this period it can be renewed by the Subscriber for an inspection fee of R495.00 (four hundred and ninety five rand) inclusive of VAT for a further 3 (three) years. Netstar may adjust this fee from time to time.
27. In the event of a conflict between the RSW terms and conditions contained herein and the Netstar Subscriber Agreement, the RSW terms shall take precedence.