

THE NETSTAR / WEBUYCARS PEACE OF MIND WARRANTY (“Warranty”)

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

The launch of Netstar’s Jamming Resist™ tracking device has significantly enhanced our ability to recover vehicles quickly. Netstar and WeBuyCars have partnered to offer you a discount of R100 000.00 (one hundred thousand rand) inclusive of VAT, towards the purchase of a replacement vehicle from WeBuyCars, in the unlikely event of Netstar not recovering your vehicle, subject to the terms and conditions as set out herein.

TERMS AND CONDITIONS

1. The Peace of Mind Warranty (“Warranty”) is not an insurance product and is not intended to substitute any insurance on the vehicle.
2. In the event that Netstar fails to recover the Subscriber’s vehicle within 21 days of the theft, the Subscriber will qualify for a discount of up to R 100 000.00 (one hundred thousand rand) inclusive of VAT, towards the purchase of a replacement vehicle from WeBuyCars. For the avoidance of doubt, if the Subscriber does not purchase the replacement vehicle from WeBuyCars, then the Subscriber will not qualify for any discount or pay out of the Warranty.
3. The Subscriber must purchase the replacement vehicle from WeBuyCars within 3 (three) months of the claim being validated by Netstar.
4. The Subscriber must be subscribed to the Netstar Stolen Vehicle Recovery service, and the vehicle installed with Netstar’s Jamming Resist™ - Netstar Plus tracking device (“the tracking device”) together with 2 (two) Netstar Nano back up tracking devices, on or after 01 March 2022. All other tracking devices and products to We Buy Cars are excluded.
5. The tracking device must have been installed by one of Netstar’s mobile technicians, and or a certified and approved Netstar fitment partner.
6. The vehicle must be used for private use only and the following types of vehicles will be excluded:
 - a. Motor cycles;
 - b. Vehicles used for any business or commercial purpose;
 - c. Vehicles used for any form of public transportation such as minibus taxis.
7. In order to qualify for the Warranty, the Subscriber must also register on the MyNetstar portal (<https://my.netstar.co.za>).
8. A Warranty Certificate must have been issued to the Subscriber by Netstar – the Subscriber can access this on the MyNetstar portal (<https://my.netstar.co.za>).
9. The theft or hijacking must occur within the borders of South Africa.
10. 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.
11. 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.
12. 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>), 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.

13. 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 Warranty.
14. 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.
15. 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>) 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.
16. If the Subscriber's vehicle is involved in an accident, the Subscriber must urgently test the tracking device as outlined in (15) as the impact may have damaged it.
17. Where the vehicle is recovered, whether by Netstar or a third party, and irrespective of the condition of the vehicle, the Warranty shall not be paid out under any circumstances.
18. The Warranty does not apply to any damages to the vehicle, or any possessions taken from the vehicle, whether in a theft or hijacking or not.
19. The Subscriber must fully cooperate with and allow Netstar to investigate the theft or hijacking incident.
20. The Warranty 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.
21. The Warranty 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.
22. The Warranty amount will be limited to the lesser of R100 000.00 (one hundred thousand rand) 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. This amount includes VAT.
23. 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 or any other accepted authority on vehicle values at the time of the loss. This amount includes VAT.
24. The discount shall be subject to the Subscriber providing Netstar with the documentation it requires to process the claim. This documentation shall include but not be limited to:
 - a. The SAPS case number;
 - b. Vehicle ownership documentation; and
 - c. Any other supporting documentation and information that Netstar may reasonably require to process the Warranty.
25. The Warranty shall be valid for 3 (three) years from the 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.
26. In the event of a conflict between the Warranty terms and conditions contained herein and the Netstar Subscriber Agreement, the Warranty terms shall take precedence.