

Beame Plus 25 Limited Recovery Warranty (Customer version)

(refers to a dual Beame installation under the official product name- Beame Plus 25)

Lumpsum payment

In the event of a loss, theft or hijacking of a Customer's vehicle and the vehicle is not recovered MiX Telematics (MiX) undertakes to pay the Insurer a lump sum, unless the Insurer has instructed MiX Telematics to pay the lump sum to the Customer subject to the following terms and conditions.

1. The amount of the lumpsum shall be up to the retail value of the vehicle as determined by the Transunion Auto Dealer's Guide up to a maximum of R 25 000 inclusive of VAT.
2. Where applicable, payment shall be made to either the Insurer or the Customer within 90 Business Days after the conclusion of the investigation and if no recovery has yet been made.
3. If the stolen vehicle is recovered within 12 months, the recovered vehicle belongs to the Insurer

Term

4. The warranty shall be valid from the Commencement Date of the Customer's contract with MiX unless the Customer is in breach of contract.
5. MiX reserves the right to renegotiate the terms and conditions as set out herein at any time during the subsistence of the agreement.

Documents required for payment

To enable MiX to effect payment, the Customer must provide, without delay –

6. Written confirmation that the Customer had full Insurance cover from the Insurer on the Vehicle in question at the time of incident.
7. The SAPS case number and details of the police station where the loss, theft or hijacking was reported.
8. A copy of the license of the driver of the vehicle in respect of which a claim is being made.
9. A copy of the SAPS document form 21 (non-recovery report) or equivalent replacement document as issued by SAPS from time to time.
10. Any other documentation that MiX Telematics may deem necessary to thoroughly investigate the claim.

Investigation

11. MiX will conduct or may instruct a third party on its behalf to investigate the circumstances surrounding the loss, theft, or hijacking.
12. The Customer must provide a sworn written statement detailing the circumstances pertaining to the loss, theft, or hijacking.

13. MiX shall endeavor to conduct the investigation within a period of 30 (thirty) Business Days from the date the loss, theft or hijacking was reported, and the outcome of such investigation will be communicated to the Customer.
14. The Customer must assist with the investigation in any manner necessary including but not limited to submitting to a polygraph test or a voice stress analysis test.
15. If the Customer is required to travel it shall be at the Customer's own cost including accommodation.
16. The finding of the investigation will be prima facie proof of the circumstances that occurred pertaining to the loss, theft, or hijacking.

Responsibility of the Customer

17. the Customer must report the loss, theft or hijacking to MiX within 60 (sixty) minutes of becoming aware of it and to report it to the relevant police station within 24 hours.
18. Customer must ensure that the units is working after installation or repair and then test the Unit at least once a month by checking the Unit's communication status on the Beame Smartphone App or by contacting the MiX Telematics Customer Care department.
19. If a Unit(s) error or fault is detected, the Customer must make the Vehicle available within 3 days for MiX Telematics to affect the required repairs or replacement of the Unit(s).
- 20.

Exclusion: the warranty shall be invalid if-

21. The Customer is in breach of the terms and conditions of the LRW agreement and or the Beame contract.
22. The Customer's account is in arrears at time of loss, theft or hijacking.
23. The Customer failed to check if the Unit(s) was working.
24. The vehicle is not fitted with the specified Unit(s).
25. The Vehicle was not within the borders of the Republic of South Africa at the time of the loss, theft or hi-jacking or notification thereof.
26. MiX contacts the Customer following receipt by the MiX Telematics control centre of any loss, theft or hijacking notification and the Customer confirms that the Vehicle is secure, notwithstanding that the Vehicle had at that stage been lost, stolen, or hijacked, or the Customer has failed to confirm the potential loss.
27. It was a False Incident (the Vehicle was not lost, stolen or hijacked) or the loss, theft or hijacking was not bona fide or genuine incident.
28. The Customer was directly or indirectly involved with the loss, theft, or hijacking or it was established with reasonable probability that fraud was involved.
29. The Customer fails to provide a sworn statement or furnish MiX with false statements, contradictory or inaccurate information or has misrepresented the information or otherwise has been dishonest in his/her conduct in pertaining to the loss, theft or hijacking or the claim.
30. The Vehicle or any part(s) of the Vehicle is recovered regardless of the condition of the Vehicle.

31. The Customer hinders MiX in its ability to execute its obligations under this Agreement or fails to constructively participate in and/or with the investigation.
32. The Customer fails to accurately identify the lost, stolen, or hijacked vehicle when recovered.
33. The vehicle was insured, and the insurer has not paid out the claim.
34. The vehicle was used for commercial purposes to carry fee paying passengers.
Motorcycles and three-wheeled Motorcycles are not covered by the LRW.
35. The Customer fails to constructively co-operate with any investigation.
36. There was a delay in reporting the loss, theft or hijacking and such a delay was material to the non-recovery.
37. The Unit was established to be faulty due to no fault of MiX Telematics, and the Vehicle was lost, stolen or hijacked while the Unit(s) was faulty.
38. The Customer contact details were incorrect to the extent that MiX was unable to contact the Customer or the Customer's alternate emergency contacts at the time of the loss, theft or hijacking.
39. The Customer is in breach of any material provision of the National Road Traffic Act 93 of 1996, as amended from time to time.
40. The warranty does not cover the loss of the contents of the Vehicle or damage to a Vehicle if recovered, including any consequential damages.
41. The customer is under debt review, or in liquidation or sequestration.