



## TrackGuard Terms and Conditions

*The terms & conditions of TrackGuard are to be viewed in conjunction with 24/7 ASAP general terms & conditions.*

### 1.0 Overview of the 24/7ASAP TrackGuard service

**1.1** TrackGuard is a national, mobile armed response unit, despatched to a member who has a roadside emergency or accident and feels unsafe. The TrackGuard will arrive in under 30 minutes across South Africa\*(see section 7).

**1.2** For a member to access the TrackGuard service, the member needs to be subscribed to the service and will need to use the panic number (**\*120\*880\*725444#**) or phone (0861 **444 442**) to contact the 24/7ASAP emergency call centre for the TrackGuard to be despatched to the members location (*For further details on the panic button please see the general terms & conditions for all the 24/7ASAP services or go onto our website ([www.247asap.co.za](http://www.247asap.co.za)).*

**1.3** By March 2014, the member will also have the option to download the 24/7ASAP panic Application (App).By pressing the panic button on the App an alert will be sent to our emergency call centre, who will call you back within 45 seconds to assist. The app will allow TrackGuard to track your location via GPS technology.

### 2.0 What emergencies can I use TrackGuard?

**2.1** The deployment of a 24/7 ASAP TrackGuard is to be **only used** for roadside breakdowns or accidents where the member feels unsafe. TrackGuard works in conjunction with the members roadside assistance. TrackGuard is **not to** be used for emergencies, which do not relate to a roadside breakdown or accident. If a member feels threatened or is in danger from a non-roadside emergency, such as a house robbery, the TrackGuard(s) will not be

deployed. The 24/7 ASAP emergency call centre will try and assist the member and can co-ordinate sending emergency services to your location but will not send a TrackGuard.

### **3.0 What are the functions of a TrackGuard?**

**3.1** At the scene of a roadside breakdown or accident the 24/ASAP TrackGuard(s) primary function is to protect the member from danger. The TrackGuard(s) is not obliged to provide an escort, transport, or to perform any roadside duty unless there are extenuating circumstances where this is required.

**3.2** If there are extenuating circumstances, as defined in clause 3.1, and the member request's another duty of the TrackGuard(s), which is above their main primary function of protection, such as (but not limited too) changing a tyre, jump starting the car, minor roadside assistance or escort. In this circumstance the member accepts full liability if there is any damage caused by the TrackGuard(s) and will not hold 24/7 ASAP liable for any claim of damage of whatsoever nature which may have occurred.

**3.2** The TrackGuard(s) in conjunction with the 24/7ASAP emergency call centre can still deploy other emergency services if required .However 24/7 ASAP accepts no liability or recourse for any fees incurred.

### **4.0 TrackGuard & Roadside Assistance**

**4.1** TrackGuard is to be used in conjunction with the member's roadside assistance. If the member **does not** have a roadside service, or at the scene of a breakdown, the client does not request a roadside service from either 24/7 ASAP or another provider, then the TrackGuard(s) will wait with the member for a **maximum of 60 minutes**.

**4.2** If the member does have a roadside service from either 24/7 ASAP or another provider, the TrackGuard(s) will wait with the member until their roadside service arrives.

**4.3** The 24/7 ASAP emergency call centre will co-ordinate the deployment of the TrackGuard and the member's roadside assistance and keep the member updated on their arrival. However if the member does not have a roadside assistance provider or their roadside service can not validate that the member is subscribed to that service, then the following options are available to the member:

**Option 1:** TrackGuard will wait with the client for a maximum of 60 minutes until they can find alternative arrangements as illustrated in clause 4.1.

**Option 2:** The member will be offered (by 24/7ASAP emergency call centre agent) a roadside assistance option on either of the following terms:

*A) A quote will be provided to the member (by the emergency call centre agent) for a once off cash payment for roadside services/towing, paid immediately upon arrival of the service.*

*B) A quote and the summary of the service will be provided to the member (by the emergency call centre agent) to subscribe to the 24/7 Roadside assistance service for a 24 month fixed term contract. Upon verbal confirmation to the agreement, from the member to take out the service, the roadside service will then be deployed. The monthly premium for the 24/7 roadside service will be debited from the members account on the normal direct debit date previously requested by the member. Additionally the member will be sent an SMS and either an email or postal pack confirming the new service they have subscribed to.*

## **5.0 24/7ASAP TrackGuard Code of conduct**

**5.1** The TrackGuard(s) are experienced and well-trained personnel who have the skills and knowledge to protect members in dangerous situations. The majority of the TrackGuard(S) are police reservists who have many years of expertise in the security and protection field.

**5.2** The TrackGuard(s) will always be professional, friendly and understanding to our member's needs and concerns. They will take the necessary action to protect and make the member feel safe.

**5.3** The TrackGuard(s) have basic first aid skills and carry a small first aid pack within their vehicle, which can be used in an emergency.

**5.4** Once a TrackGuard is deployed by the 24/7ASAP emergency call centre, the member will be told of the TrackGuard vehicle registration, colour, and appearance of the TrackGuard(s). The TrackGuard(s) in most circumstances will be wearing a cap with the 24/7 Logo on so the member can identify the TrackGuard(s).

**5.5** The member can request to the 24/7ASAP emergency call centre how they want to be approached by the TrackGuard(s). For example, the member might just want the TrackGuard(s) to wait in their car next to them or the member might want them to identify themselves and wait outside their car. The TrackGuard(s) will always be flexible to the member's needs.

## **6.0 24/7ASAP TrackGuard National Coverage**

**6.1** At the time of publication of the Terms & conditions. 24/7 ASAP TrackGuard have 91 teams uniquely positioned teams covering in and around the 64 major suburbs, towns & cities around South Africa providing a national footprint.

**Table A Coverage of TrackGuard locations**

<b>Town</b>	<b>Province</b>
Johannesburg	Gauteng
Pretoria	Gauteng
Durban	KwaZulu Natal
Pietermaritzburg	KwaZulu Natal
Margate	KwaZulu Natal
Richards Bay	KwaZulu Natal
Estcourt	KwaZulu Natal
Kokstad	KwaZulu Natal
Ladysmith	KwaZulu Natal
Stanger	KwaZulu Natal
Hluhluwe	KwaZulu Natal
Newcastle	KwaZulu Natal
Pongola River	KwaZulu Natal
Winterton	KwaZulu Natal
Ermelo	Mpumalanga
Lydenburg	Mpumalanga
Nelspruit	Mpumalanga
Malelane	Mpumalanga
Volksrust	Mpumalanga
Middleburg	Mpumalanga
Witbank	Mpumalanga
Standerton	Mpumalanga
Komatipoort	Mpumalanga
Cradock	Eastern Cape
Queenstown	Eastern Cape
Port Elizabeth	Eastern Cape
East London	Eastern Cape
Umtata	Eastern Cape
Dordrecht	Eastern Cape
Cape Town	Western Cape
George	Western Cape
Worcester	Western Cape
Mossel Bay	Western Cape
Beaufort West	Western Cape
Hermanus	Western Cape

Vredenburg	Western Cape
Polokwane	Limpopo
Tzaneen	Limpopo
Groblersdal	Limpopo
Naboomspruit	Limpopo
Warmbad	Limpopo
Marble Hall	Limpopo
Musina	Limpopo
Phalaborwa	Limpopo
Kroonstad	Free State
Parys	Free State
Bloemfontein	Free State
Harrismith	Free State
Fouriesburg	Free State
Bethlehem	Free State
Villiers	Free State
Ladybrand	Free State
Potchefstroom	North West
Rustenburg	North West
Klerksdorp	North West
Brits	North West
Mafikeng	North West
De Aar	Northern Cape
Kimberley	Northern Cape
Upington	Northern Cape

## **7.0 The TrackGuard Commitment to our members**

**7.1** The 24/7ASAP TrackGuard commitment to our members is that if they request a TrackGuard we will send one and they will be completely committed to finding and protecting the member.

**7.2** The TrackGuard(s) will be deployed to the exact location of the LBS/GPS co-ordinates once confirmed this is the location of the member by the emergency call centre. If the LBS/GPS co-ordinates can not be established, TrackGuard will be deployed to an approximate location, which will be confirmed by the member and the emergency call centre agent.

**7.3** As soon as the member has their location confirmed with the 24/7ASAP Emergency contact centre then the TrackGuard(s) will be deployed to that location. At this point is where we time the service being delivered to our members.

**Table B Expected Arrival times**

<b>Members distance from the nearest 64 suburbs, town's &amp; cities listed in Table A</b>	<b>TrackGuard expected arrival time</b>
0-50 km	Under 30 minutes
51-100 km	31-60 Minutes
101km+	We will be there ASAP

**7.4** Table B indicates the TrackGuard expected arrival time, dependent on the members distance from the 64 suburbs, towns & cities listed in Table A. Our goal is to meet our expected time of arrival 100% of the time.

**7.5** If a member is more than 101km from the nearest suburb, town & city listed in Table A we are completely committed to finding the member but we can not provide a time commitment upfront due to the distance. The emergency call centre will provide an estimated time of arrival to the member once they have confirmed their location.

**7.6** The member has the responsibility to inform the emergency call centre if they move from the agreed call out location. Failure to provide this information may mean the TrackGuard(s) are unable to locate the member.

**7.7** If the TrackGuard(s) is unable to locate or contact the member, despite being in the agreed location, they will search for no more than 15 minutes around the agreed location to locate the member. If this proves unsuccessful, they will then return to their base location.

**7.8** Whilst our goal is to arrive in under 30 minutes, to protect our members, there are certain circumstances beyond our control, which can prevent the TrackGuard(s) arriving in under 30 minutes. Adverse weather conditions, act of god, adverse road conditions, heavy traffic, roadside accidents, failure of mobile phone signal, can mean delays in the response times. However, the 24/7ASAP call centre will inform the client of expected arrival times throughout.

**8.0 Member compensation for delayed arrival time**

**8.1.** We are so confident in the delivery of TrackGuard that we promise that if a member is located within 50km of each suburb, town and city (listed in Table A) and the TrackGuard does not arrive in under 30 minutes, the member is entitled to claim a once off R500 in compensation.

**8.2** Clause 8.1 is only applicable providing the call out was genuine, the member has stayed within the agreed location and TrackGuard was not late due to adverse weather conditions, act of god, adverse road conditions, heavy traffic, failure of mobile phone signal. 24/7ASAP

has the sole right to refuse the claim of R500 if any of the reasons above caused the TrackGuard to miss the 30 minute barrier.

**8.3** For a member to claim the R500 compensation they will need to call our customer services department on 0860 33 33 43. The customer services team will then investigate the claim with the relevant departments. We aim to validate the compensation claim within 14 working days.

### **9.0 24/7ASAP TrackGuard Limitation of liability**

**9.1** In respect of 24/7 ASAP TrackGuard, we will endeavour to use any means as reasonably necessary to protect the member, and the vehicle passengers from harm if a dangerous situation occurs. However, 24/7 ASAP can not guarantee safety, prevention of loss, liability, injury and damage of whatsoever nature and however arising from any incident.

**9.2** In respect of 24/7 ASAP TrackGuard , we shall not be liable to the member , or the vehicles passengers for consequential or direct and indirect damages from a result of any incident even if there is a failure of the service. 24/7ASAP will not accept any claims for a failure including negligence, omission and wilful default.

### **10 Exclusions**

**10.1** In respect of 24/7 ASAP TrackGuard the service will not be deployed if the roadside emergency breakdown or accident relates to the vehicle being a taxi/bus or similar customer fee-paying transportation. Additionally the service can not be used for vehicles over 3,500kg and not to be used by companies who deliver goods via transportation such as haulage/fleet logistics.