

**Foschini Group**  
**Policy & Disclosure Notice for the short-term insurance benefits which form part of**  
**the optional Account Benefits product**  
("Account Benefits")

**1. INSURER:**

Guardrisk Insurance Company Limited ("the Insurer"), 1992/01639/06.

**2. NAME, CLASS OR TYPE OF POLICY INVOLVED:**

Short-term insurance: death benefit and account settlement

**3. INTERMEDIARY:**

Foschini Retail Group (Pty) Ltd ("Foschini" or "TFG"), 1988/007302/07.

**4. DEFINITIONS:**

a. **BALANCE OF INDEBTEDNESS:** the outstanding balance owed by the Insured to TFG under and in terms of her/his Credit Facility at the date of death of the Insured, less any arrear instalments including any interest payable on such arrears.

b. **CREDIT FACILITY:** means the TFG store account held in the name of the Insured.

c. **INSURED ("YOU"):** means

(a) The Foschini consumer named in the Credit Facility and who has chosen to take out Account Benefits, and who is younger than 40 years of age at the date upon which a claim may arise, whose death is caused by accidental, violent, external and visible means and to whom the Account Benefits insurance benefits relate;

OR

(b) The Foschini consumer named in the Credit Facility and who has chosen to take out Account Benefits, and who is 40 years of age or older at the date upon which a claim may arise and to whom the Account Benefits insurance benefits relate.

d. **INSURED EVENT:** Where the Insured is younger than 40 years of age at the date upon which a claim may arise: the death of the Insured, caused by accidental, violent, external and visible means, during the currency of the Credit Facility and this policy.

Where the Insured is aged 40 years or older at the date upon which a claim may arise: the death of the Insured during the currency of the Credit Facility and this policy.

**5. OPERATIVE CLAUSE:**

Subject to the terms, exclusions and conditions (whether precedent or otherwise) and in consideration of, and conditional upon, the payment of the amount by or on behalf of the Insured and receipt thereof by or on behalf of the Insurer, the Insurer agrees to compensate the Insured by payment of the benefits in respect of an Insured Event occurring during the period of insurance up to the sums insured, limit of indemnity, compensation and other amounts specified.

## **6. BENEFITS PAYABLE:**

### **SECTION A: ACCOUNT SETTLEMENT**

(a): Where the Insured is younger than 40 years of age at the date upon which a claim may arise:

In the event of the death of the Insured, caused by accidental, violent, external and visible means, during the currency of the Credit Facility, the Insurer will settle the Balance of Indebtedness, up to a maximum settlement amount of R2 000. If there is no Balance of Indebtedness or the Balance of Indebtedness is less than R2 000, the R2 000 or the difference between the Balance of Indebtedness and the R2 000 (as the case may be) will be paid to the Insured's nominated beneficiary.

(b): Where the Insured is aged 40 years or older at the date upon which a claim may arise:

In the event of the death of the Insured during the currency of the Credit Facility, the Insurer will settle the Balance of Indebtedness, up to a maximum settlement amount of R2 000. If there is no Balance of Indebtedness or the Balance of Indebtedness is less than R2 000, the R2 000 or the difference between the Balance of Indebtedness and the R2 000 (as the case may be) will be paid to the insured's nominated beneficiary.

### **SECTION B: DEATH BENEFIT**

(a): Where the Insured is less than 40 years of age at the date upon which a claim may arise:

In the event of the death of the Insured, caused by accidental, violent, external and visible means, during the currency of the Credit Facility, the Insurer will pay an amount of R2 000, which amount shall be paid by the Insurer to the Insured's nominated beneficiary.

(b): Where the Insured is aged 40 years or older at the date upon which a claim may arise:

In the event of the death of the Insured during the currency of the Credit Facility, the Insurer will pay an amount of R2 000, which amount shall be paid by the Insurer to the Insured's nominated beneficiary.

This benefit is in addition to the cover provided by Section A (Account Settlement) of the policy.

## **7. GENERAL EXCLUSIONS APPLICABLE TO THE INSURANCE BENEFITS WHICH FORM PART OF ACCOUNT BENEFITS:**

1. The Insurer shall not be liable in the event that the Insured's death is related to or caused by:

1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

1.2 (a) 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 military or usurped power;

(b) Insurrection, rebellion or revolution;

1.3 Any act (whether on behalf of any organisation, 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;

1.4 Any attempt to perform any act referred to in clause 1.3 above;

1.5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1.1 to 1.4 above.

If the Insurer alleges that by reason of clauses 1.1 to 1.5 of this exclusion, the death of the Insured is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

2. The Insurer shall not be liable for loss of damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976, or any similar Act operative in any of the territories to which this policy applies.

3. This policy does not cover

(a) any consequential loss;

(b) any legal liability of whatsoever nature directly or indirectly caused by or arising from ionising, radiation or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include the self-sustaining process of nuclear fission.

4. The indemnity provided by this policy shall not apply to nor include any loss directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

5. The Insurer shall not be liable in respect of death arising directly or indirectly from:

(a) the Insured being affected (temporarily or otherwise) by alcohol, drugs or insanity;

(b) the Insured committing or attempting to commit suicide or wilful self-injury;

(c) war, invasion, riot, civil commotion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection or military or usurped power;

(d) any bodily injury or illness / sickness which has its origin prior to the coming into effect of this policy.

6. The cover afforded by this policy shall end as provided for under the heading "Account Benefits Amount".

## **8. ACCOUNT BENEFITS AMOUNT:**

The amount for Account Benefits is billed bi-annually, is payable in advance and cover/ protection endures for a period of 6 months from the date of billing. A grace period of 15 days is allowed for payment after the due date. If payment of the Credit Facility instalment due is not made by the end of the grace period, cover will be suspended from the due date.

The amount for Account Benefits will be billed whether the Credit Facility has a debit balance, a balance of zero or a credit balance and the cover and benefits will be in force regardless of the balance.

By agreeing to take out Account Benefits, the Insured consents to TFG debiting and collecting the Account Benefits amount from the Insured's Credit Facility every six months; in addition to this policy, the terms and conditions of the Credit Facility will apply. The Insured acknowledges that the amount will attract interest in instances where the Credit Facility payment plan attracts interest; such interest is retained, and is levied at the same rate as that applicable to the relevant Credit Facility.

Where the Insured's Credit Facility is frozen as provided for in the National Credit Act, the Account Benefits amount cannot be billed to the Credit Facility and cover/benefits will end.

The 6 – monthly premium for the death benefit is R7.81 (including VAT at 15%) and the 6 – monthly premium for the account settlement benefit is R3.67 (including VAT at 15%). Both premiums are charged once every six months and are included in the amount for Account Benefits. These amounts are subject to review.

<b>Disclosure in terms of Section 106(5)(b) of the National Credit Act 34 of 2005</b>	
Please take notice that, in terms of Section 106 (5) (b) of the Act, the purchase of the credit insurance policy offered by TFG to you accrues the following:	
Costs of the credit insurance for which you are liable	R2.93
Binder and intermediary fee payable to TFG in relation to the policy	R0.74
Premium payable	<b>R3.67</b>

The Insured has the right to substitute the above credit insurance policy with a credit insurance product of the Insured’s choice.

**9. CESSATION OF COVER:**

All benefits under this policy shall end immediately on the cancellation or termination of the policy or non-payment of the amount, subject to a grace period of 15 days after the due date. If payment of the full amount due is not received by the end of the grace period, cover will end from the due date.

**10. CLAIMS NOTIFICATION PROCEDURE:**

All claims under this policy must be made in writing with supporting documentation and be received by TFG within 3 months of the incident in the event of unnatural death, and within 6 months of the incident in the event of death occasioned by natural causes.

Claimants (being the beneficiary) should approach any TFG store and request a claim form. The details thereon must be fully completed. The store staff will provide any assistance required. TFG will only deal with the beneficiary. In addition, the beneficiary must take the following documents to the store:

- A certified copy of the deceased account holder’s death certificate;
- A certified copy of the deceased account holder’s identity document;
- A certified copy of the beneficiary’s identity document; and
- Any other documents or information that TFG may require, including affidavits as detailed on the claim form.

The store will fax these documents to the TFG Insurance Claims Department. In the event of any queries, the Insurance Claims Department’s share call number is 0860 000 388. Please contact TFG’s Insurance Claims Department for a copy of TFG’s Claims Process.

The Insurer shall be entitled to request any doctor or other person who may be in possession of, or hereafter acquires, any information concerning the health of the Insured during the currency of the policy, to disclose such information to the Insurer, and such entitlement shall remain in force after the death of the Insured as well as prior thereto.

Where the Insured disputes the Insurer’s rejection of her/his claim (which TFG does on

behalf of the Insurer), the Insured has 90 (ninety) days from the date of receipt of the rejection letter to make representations (in writing) to the Insurer in respect of this decision. If the dispute is not resolved at the end of this period then the Insured must within a further 6 (six) months institute legal action by way of the service of summons against the Insurer, failing which the Insured will forfeit her/his claim and no liability can arise in terms of such claim.

The Insurer is not liable after 12 (twelve) months have expired from the date of the Insured Event, unless the claim is the subject of a pending court case between the Insurer and the Insured, or subject to arbitration, or is a claim for sums of money for which the Insured may become liable.

Notification of all claims under this policy shall be made to the Insurer by TFG on behalf of the Insured. All claims under this policy must be made in writing. TFG shall furnish to the Insurer such proof as they have been able to obtain from the beneficiary of the Insured relating to such claim.

#### **11. MISREPRESENTATION:**

This policy shall be voidable in the event of any relevant misrepresentation, fraud, misdescription or non-disclosure.

#### **12. CONDITION PRECEDENT:**

The Insured shall not be entitled to any benefits under this policy unless all the conditions hereof have been complied with.

#### **13. CANCELLATION:**

Account Benefits can be cancelled by the Insured within 14 days of having received this Policy and Disclosure Notice, or from a reasonable date on which it can be deemed that the Insured received this Policy and Disclosure Notice (provided that no benefit has yet been paid or claimed or the event insured against has not yet occurred) by giving notice in writing to the Insurer, care of TFG. In the event that Account Benefits is cancelled within this 14 day cooling off period, the Insured will receive a refund of her/his paid amounts.

After this 14 day cooling off period, Account Benefits may be cancelled by the Insured, TFG or the Insurer by giving 6 calendar months' written notice to the other party to her/his last known address. On receipt of such notice of cancellation by the Insurer, TFG shall notify the Insured. Such cancellation shall have the effect of prohibiting the issue of further insurance in respect of any Credit Facility within 6 calendar months of the date of such notice and of invalidating all insurance issued within 6 calendar months of the date thereof. Cover will cease at midnight on the last day for which the Account Benefits amount has been paid. In the event that Account Benefits is cancelled after the expiry of the cooling off period, the amount/s paid will not be refunded to the Insured.

#### **14. VALUE ADDED TAX:**

All sums insured, amounts and limits reflected in this policy and Foschini Credit Facility statements of account are inclusive of Value – Added tax.

In terms of a ruling issued by the South African Revenue Service, this policy together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the Value - Added Tax Act 89 of 1991 respectively.

## **15. COMMISSION ON INSURANCE BENEFITS:**

A binder and intermediary fee of R0.38 per month (including VAT) is received by Foschini. The amount can be adjusted at any time during a calendar year, but the Insured will be informed of any increases. The increased amount will be charged to the Credit Facility from the date of the increase.

## **16. TREATING CUSTOMERS FAIRLY**

TFG has created a superior solution – encompassing products, processing and service – tailored to each customers' requirements. TFG will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. TFG will achieve this through a motivated team of skilled people, absolute fairness in its treatment of its customers and partners and complying with the principles and outcomes of Treating Customers Fairly. These are:

- You are confident that your fair treatment is key to our culture
- Products and services are designed to meet your needs
- We will communicate clearly, appropriately and on time.
- TFG is not licensed to give advice. Queries regarding advice must be referred to the Insurer.
- TFG's products and services meet your standards and are of an acceptable level
- There are no barriers to access TFG's services or to lodge any complaints.

## **17. DISCLOSURE DETAILS FOR THE INSURANCE BENEFITS WHICH FORM PART OF ACCOUNT BENEFITS:**

### **The insurer is:**

Guardrisk Insurance Company Limited ("the Insurer"), 1992/01639/06, 102 Rivonia Road, Sandown, Sandton, 2196.

P O Box 786015, Sandton, 2146, Tel: 011 669 1000; email address: [info@guardrisk.co.za](mailto:info@guardrisk.co.za).

An Authorised Financial Services Provider, FSP Licence No. 75.

VAT number: 4250138072

In terms of the FSP license, Guardrisk is authorized to give advice and render financial services for product CATEGORY I: Short-term insurance: Personal Lines and Commercial Lines

Guardrisk Compliance Officer is available on: 011 669 1104 or via email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za).

Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place. You can access the Insurer's Complaints Resolution Policy at : [www.guardrisk.co.za](http://www.guardrisk.co.za) or e-mail:

[complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

You can access the Insurer's Conflict of Interest Management Policy at : [www.guardrisk.co.za](http://www.guardrisk.co.za)

### **The intermediary:**

Foschini Retail Group (Pty) Ltd ("Foschini" or "TFG"), 1988/007302/07, 340 Voortrekker Road, Parow East, 7501, Cape Town, P O Box 6020, Parow East, 7501.

VAT number: 4210187250

Tel: 021 938 1911 Fax: 021 938 7473, External Compliance Officer: Loren Basson, tel: 0861 273783.

Foschini has Fidelity Guarantee and Professional Indemnity insurance.

For a copy of the Foschini Complaints Resolution Policy, please contact Customer Services on 0860 576 576.

For a copy of the Foschini Conflicts of Interest Policy, please contact Customer Services on 0860 576 576.

Foschini is an Authorised Financial Services Provider (FSP number 32719) and registered credit provider (NCRCP # 36).

### **Legal status:**

Foschini is a company incorporated in terms of South African company legislation. It performs services as an intermediary under the Short Term Insurance Act and Financial Advisory and Intermediary Services

Act, entering into short-term policies. It has an agreement with the Insurer, a cell captive insurer, and has the necessary mandates to act on behalf of the Insurer.

**Important – please read carefully**

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

**1. Matters of importance**

- You must be informed of any material changes to the information relating to the Insurer and the intermediary.
- If material information was given orally, it must be confirmed in writing within 30 days.
- If any complaint to the intermediary or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.
- A polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- If the amount is paid by debit order:
  - (i) it may only be in favour of one person and may not be transferred without your approval; and
  - (ii) the Insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- The Insurer and not the intermediary must give reasons for repudiating your claim.
- The Insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the cancellation notice has been sent to you.
- You are entitled to a copy of the policy free of charge.

**2. Warning**

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make a note as to what is said to you.
- Don't be pressurised to take up Account Benefits; this is an optional and additional product.
- You have the right to reject the proposal or offer of Account Benefits. It is your choice.
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

**18. PARTICULARS OF REGULATORS WHO ARE AVAILABLE TO ADVISE YOU IN THE EVENT OF COMPLAINTS THAT ARE NOT SATISFACTORILY RESOLVED BY THE INTERMEDIARY AND/OR THE INSURER:**

(a) Short-term Ombudsman  
P O Box 32334, Braamfontein, 2017  
Tel: 011 726 8900; Fax: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)

(b) Registrar of Short-term Insurance  
P O Box 35655, Menlo Park, 0102  
Tel: 012 428 8000; Fax: 012 346 6941  
Email: [info@fsb.co.za](mailto:info@fsb.co.za)

(c) The FAIS Ombud  
P O Box 74571, Lynwood Ridge, 0400  
Tel: 012 762 5000  
Fax: 012 348 3447  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

## **INDEMNITY AGREEMENT FOR LOST CARD PROTECTION**

### **1. Who is who in this Agreement**

This Agreement is between Foschini Retail Group (Pty) Ltd ("We" or "Us") and the TFG store account customer, "You" (or "Your"), where You decide to take out Account Benefits. Lost Card Protection is one of the products making-up Account Benefits.

### **2. What is Lost Card Protection ("LCP")?**

a. LCP is offered, advertised and charged as part of the Account Benefits product but it is a separate contract between You and Us. The two insurance benefits which form part of Account Benefits are the death benefit and account settlement benefit that have their own terms and conditions separate to these that deal only with LCP.

b. Whenever Account Benefits is mentioned in this Agreement, it refers only to LCP, unless this Agreement says something different about this.

c. LCP is not an insurance product and the National Credit Act, insurance and financial services laws do not apply.

d. Account Benefits (which includes LCP) is an optional and additional product which You may take out at Your choice and voluntarily. You have the right to refuse the offer or proposal.

e. By taking out Account Benefits, You get LCP. LCP is not offered as a separate product on its own.

f. This LCP Agreement is an indemnity agreement. This means that We will not hold You responsible for the payment of purchases (as provided for in clause 6(c)(ii) below) made using Your TFG store card ("Card") where it is lost, stolen or fraudulently used, and where You comply with the terms of this Agreement, specifically making sure You let Us know that it has been lost, stolen or fraudulently used, as detailed in clause 5(a). We will then not charge Your TFG Store Account ("Store Account") for these purchases or if they have been charged already, We will reverse the charge.

g. To benefit from LCP, You must comply with all the terms and conditions in this Agreement.

h. We retain ownership of the Card, and may cancel it or withdraw it at any time. You have the right to possess the Card and use it as agreed.

### **3. When do You have LCP cover and when will it fall away?**

a. From the date that You take out Account Benefits, which includes LCP, You will have LCP cover.

b. If You do not keep Your Store Account payments up-to-date by always paying at least the amount due every month (which is called a monthly instalment), Your cover will fall away, in other words, it will end. Account Benefits will automatically start again when Your Store Account is up to date and You are not behind with any payments that must be made to Us.

c. Cover will also end where You or We cancel Account Benefits, as described in clause 8 below.

d. If Your Store Account is frozen because of proceedings relating to the National Credit Act,

Account Benefits (including LCP) will automatically end.

e. If Your Store Account has a zero balance or a positive balance, We will still charge the Account Benefits amount and Account Benefits (including LCP) will remain in force.

f. Account Benefits will also terminate as provided for in clause 9 below.

#### **4. Your Card**

a. To buy goods and services from any of Our stores using Your Store Account, You must use Your Card.

b. You are responsible for keeping Your Card safe and making sure it is used properly, including making sure that Your Store Account is used only by You.

c. Only You may use the Card and make purchases on Your Store Account. You may not transfer it to someone else or give someone else permission to use it unless We have authorised the use of the Card by Your spouse.

d. An added benefit of taking out Account Benefits, which includes LCP, is that every time a purchase over R100 is made using Your Card, You will be sent an SMS. This SMS will tell You the amount of the purchase, where it was made and when. We call these SMS' "Transaction Alerts". If You do not want to get Transaction Alerts, You may opt-out at any time by replying to any Transaction Alert via SMS that You do not want to get any further Transaction Alerts. You may also call Us on 0860 576 576.

e. Please remember that it is Your responsibility to let Us know if Your cellphone number changes. We will use the cellphone number We have for You in Our records.

f. The Transaction Alerts will, however, only be sent to cellphone numbers where You have a South African cellphone number. This means, that if You have a cellphone number that is not from a South African cellphone service provider, We will not be able to send You Transaction Alerts.

#### **5. What to do when Your Card is lost, stolen or fraudulently used**

a. If You lose Your Card, or if it is stolen or fraudulently used, You must tell Us immediately by phoning 0860 576 576. Our office hours are:

i. Weekdays and Saturdays: 08h30 to 21h00

ii. Sundays and public holidays: 08h30 to 19h00 (These hours may change from time to time).

b. We will not accept any claims that arise 3 months or more after the theft, fraud or loss of the Card.

c. We will then cancel the Card and no more purchases may be made on Your Store Account using Your cancelled Card.

d. Where Your Card has been stolen or fraudulently used, You must also go to Your nearest South African Police Services Station to report the theft or fraud. The Police will give You a case number. Once You have this number, You must phone Us again and tell Us this number (and also give Us more information if We need this).

e. The Transaction Alerts will help You know when Your Card is being used by someone other than You. This will help prevent fraud or unauthorised use of Your Card.

## 6. How LCP works

- a. After You have phoned Us (and only after We have the Police case number in situations where the Card has been stolen or fraudulently used), Our Forensics Department ("Forensics") will investigate the alleged loss, theft or fraudulent use of Your Card. It will also investigate the purchases that You say You did not make using Your Card because it was lost, stolen or fraudulently used.
- b. Forensics will look at the evidence to make a decision. The evidence may include the following:
1. looking at the signature on the sales invoices or other documents that relate to the purchases;
  2. examining video camera evidence taken at the time when the purchases were made and Your Card used;
  3. any written explanation from You about why a signature mentioned in 1 above may be similar to Yours;
  4. whether You received Transaction Alerts; and
  5. any other evidence that Forensics uses to make a decision including asking You for information and documents.
- c. After Forensics has finished its investigation, it will phone You to let You know what it has decided. A decision of Forensics is final.
- i. Forensics will either:
1. accept that after Your Card was lost, stolen or fraudulently used, You did not make the purchases You claim You did not make; or
  2. decide that after Your Card was lost, stolen or fraudulently used, You did make the purchases; and
  3. it will decide the amount that will be covered under this Agreement and for which it will not hold You liable to pay.
- ii. Where We accept that You did not make the purchases (or some of them), We will reverse the purchases from Your Store Account if they have been charged already. If You have not yet been charged for them, We will make sure that You are not charged for them. This means that You will not have to pay for the goods or services (all or only some) that were bought using Your Card. Remember that this will only be for purchases (all or some) that were made using Your Card between the date when Your Card was stolen, lost or fraudulently used and the date when You phoned Us to tell Us this, and We have cancelled Your Card. You will also not have to pay the fee for Your first replacement Card.
- d. We will phone You when Your new Card is ready to be posted to a store and ask You to let Us know which store will suit You best for collection of the Card. We will then post the Card to this store and the store will phone You when it may be collected. When You collect Your Card, You must have Your green identity book with You and Your Card will be activated while You are in the store.
- e. We will use the postal address that is on Our system ("Address") unless You let Us know beforehand that it has changed.

## 7. Price for LCP

- a. The price for LCP is R23.83 (including VAT at 15%) which is included in the amount for Account Benefits and is as per Your monthly statement, as advised when You took out Account Benefits. The price is subject to review.

b. The Account Benefits amount is charged or debited to Your Store Account every 6 months. This amount is added to all Your other purchases made on Your Store Account.

c. Your statement from Us will show You what amount You must pay Us and by when.

d. By choosing to take out Account Benefits, You agree that We may debit the Account Benefits amount to Your Store Account and also collect it from Your Store Account.

e. This means that both the Store Account terms and conditions, and the terms and conditions of this Agreement, apply.

f. Every year, We may decide to increase the Account Benefits amount. We will let You know in writing if We decide to increase it.

g. Interest may be added to the amount. This will be where Your Store Account payment plan attracts interest.

## **8. Cancelling LCP**

a. You may cancel Account Benefits (of which LCP is a part), at any time but You must give Us 6 calendar months notice in writing.

b. It is not possible to terminate only LCP.

c. We may also cancel it at any time by giving You 6 calendar months notice in writing. We will send You the cancellation letter to Your Address.

d. When it is cancelled You will no longer have Account Benefits. At midnight on the relevant cancellation date, the cover ends.

## **9. You must tell the truth**

a. You must always give Us information that is:  
i. true and correct; and  
ii. complete. Make sure that nothing is missing.

b. If You do not give true, correct and complete information, We may:  
i. end Your cover; and  
ii. refuse to give You the benefits in this Agreement.

c. You must not commit fraud or make a fraudulent claim. If You do commit fraud or act fraudulently, We will lay charges with the police and Account Benefits will automatically end. We will not give You back any of the Account Benefits amounts which You have paid to Us.

d. We may also ask You to assist Us in Our investigations in trying to find out who made the fraudulent purchases, or purchases where Your Card was lost or stolen. You agree to co-operate with Us and provide assistance as asked. This may include assisting Us where We decide to lay a charge with the police.

## **10. GENERAL INFORMATION**

a. We will only deal with You. Claims must not be made by someone else whether on Your behalf or not.

b. Any changes by Us to this Agreement must be in writing.

c. If We allow You any indulgences, it does not affect Our rights under this Agreement. It also does not mean that We must allow You any similar indulgences again. For example, if We give You extra time to make a claim on one occasion, We do not have to give You extra time to make a claim on another occasion.

d. Please make sure You understand what You are agreeing to in terms of this Agreement.

e. You must tell Us immediately You become aware of any police prosecutions (against You or anyone else) relating to claims under this Agreement.

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