1. Summary of these terms and conditions
This page gives YOU a summary of the insurance. It serves as a guide when reading the policy. YOU must read and understand the whole policy. The policy includes the terms and conditions and the schedule.

YOU have the choice of taking out this insurance
YOU are applying for insurance for a cellphone or tablet that YOU bought from a TFG Store. When YOU buy a cellphone or tablet from us, we offer insurance on it. The insurance is provided by a registered insurance company. This registered insurance company is referred to as the insurer and its details are set out in section 16.1. The insurance is an optional and additional benefit and YOU may reject the offer or accept it. It is your choice.

YOU pay us for the insurance
If YOU decide to insure the cellphone or tablet, YOU pay us an amount of money, which is called a premium. The premium is charged to your TFG account every month, or YOU can pay the premium by means of a debit order.

The insurer insures the cellphone or tablet according to these terms and conditions
In exchange for your premium, the insurer insures the cellphone or tablet. This means that if the cellphone or tablet is damaged, lost or stolen, the insurer repairs or replaces it. However, the cellphone or tablet will be replaced or repaired only if all the terms and conditions of this policy are met.

If the cellphone or tablet is damaged, lost or stolen, YOU can make a claim
If something happens to the cellphone or tablet, YOU must follow the steps given in section 9. Make sure YOU do this as soon as possible, as there are time limits. We may do an investigation to confirm what happened to the cellphone or tablet - for example, we may interview any witnesses. We may also ask for additional information and documents.

YOU must read this insurance policy carefully so that YOU understand when the insurer will approve a claim. See section 4 and section 5. The insurer will not pay out all claims. See section 6 for what is not covered by this policy.

If the insurer approves your claim, the insurer will repair or replace the cellphone or tablet
The insurer will pay for the cellphone or tablet to be repaired or replaced, whatever they decide.

Make sure YOU understand these four points:

1. This insurance will not result in an upgrade of the cellphone or tablet. After a claim, YOU will never get a better or more expensive cellphone or tablet than the one YOU are claiming for. The cellphone or tablet will be replaced with the same cellphone or tablet, even if the price of that cellphone or tablet has changed. If the price of the same cellphone or tablet has increased, the difference in price, when the insurer replaces the cellphone or tablet, will be for your account. That means YOU will have to pay the difference. However, if the price of the same cellphone or tablet has decreased, the difference in price, when the insurer replaces the cellphone or tablet, will not be credited to your TFG account and YOU will not receive payment of the difference. If the same cellphone or tablet is no longer available, YOU will be given a choice of 3 cellphones or tablets to choose from as a replacement. These 3 cellphones or tablets will have similar features and functions, although not necessarily the same price in a TFG store, as the cellphone or tablet being replaced. The most the insurer will pay for replacing the cellphone or tablet is shown on the schedule (refer to the Limit of Cover) or insurance welcome letter.

2. YOU must pay a first amount when YOU collect the repaired or replaced cellphone or tablet. This is called the ‘excess’ and it is shown on the schedule. YOU must pay the excess in all situations - even if the loss, damage or theft of the cellphone or tablet was not your fault. The amount of the excess is shown on the schedule or insurance welcome letter. Also see section 9.4.

3. YOU must tell us if the cellphone or tablet user changes. YOU must tell us in writing if YOU want to change the cellphone or tablet user. If YOU do not, and someone who is not the cellphone or tablet user has the cellphone or tablet at the time of the theft, loss or damage, the insurer will not repair or replace the cellphone or tablet in the event of a claim.

4. YOU never get your premiums back. even if YOU never claim or if the insurer does not approve any of your claims.

2 The parties referred to in this Policy

YOU means the person who took out insurance for a cellphone or tablet which YOU bought from a TFG Store.

The cellphone or tablet user is the person who will use the cellphone or tablet while it is insured. If the cellphone or tablet is used by anyone other than the cellphone or tablet user, it is not covered by this insurance. The cellphone or tablet user can be YOU or somebody else. YOU choose who the cellphone or tablet user is when you take out this insurance. YOU must tell us in writing if the cellphone or tablet user changes. Only YOU have the right to make a claim under this policy.

The cellphone or tablet user may not make a claim because the cellphone or tablet user does not have rights separately from YOU.

We, us, TFG
We are Foschini Retail Group (Pty) Ltd. The stores in our group are called ‘TFG Stores’ in this agreement. We provide services as an intermediary, and we are allowed to collect premiums for this insurance. See section 16 for our details.

The insurer is the insurance company who provides this insurance. The insurer is Guardrisk Insurance Company Limited. See section 16 for details.

Finrite
Finrite Administrators (Pty) Ltd. Finrite is the administrator of this policy. This means
that Finlite provides various services to the insurer, including
customer service and services related to claims. See section 16
for details.

The Service Provider  The company that offers mobile communication services to
YOU for your cellphone or tablet (for example: MTN, Vodacom or
Cell C).

3 Important words

Cellphone or tablet  Cellphone or tablet means the cellphone or tablet that YOU
bought at a TFG Store, and that YOU are insuring in terms of
this policy.

Excess  Excess means the amount that YOU have to pay in cash when YOU
collect the replaced or repaired cellphone or tablet.

TFG account  TFG account means the account or credit facility that you may
have with TFG (if applicable).

Limit of cover  Limit of cover means the maximum the insurer will spend to
replace the cellphone or tablet.

Premium  Premium means the amount that YOU pay every month to
insure the cellphone or tablet. We pay the premium
over to the insurer on your behalf. Please see the schedule or insurance welcome letter for the premium amount YOU must pay.

Installment  The installment is the amount due on your TFG account and it
includes the monthly premium for this cover if YOU pay the premium by means of your TFG account.

Effective date  The date when this policy is effective, being the date on
which YOU sign the policy schedule if YOU took out this insurance in a TFG store, or the date when YOU accepted the insurance if
YOU took out this insurance telephonically.

4. What is covered

4.1 The cellphone or tablet is covered for theft, loss and damage
The cellphone or tablet is covered if it is:
• stolen
• lost
• physically damaged (which includes water damage) as long as the damage happened suddenly,
unintentionally and could not be predicted.

The cellphone or tablet is insured only while YOU have valid insurance
The insurer replaces or repairs the cellphone or tablet only if:
• all the terms and conditions of this policy are met; and
• if the premium is billed to your TFG account, if your TFG account instalments are up to date.

5. The insurer replaces or repairs the cellphone or tablet
If the insurer approves your claim, it may decide to replace or repair the cellphone or tablet.

5.1 Replacing the cellphone or tablet
If the insurer replaces the cellphone or tablet, the replacement will be the same cellphone or tablet, even if the price of that cellphone or tablet has changed. If the same cellphone or tablet is no longer available, YOU will be given a choice of 3 (three) cellphones or tablets to choose from as a replacement. These 3 cellphones or tablets
will have similar features and functions, although not necessarily the same price in TFG stores as the cellphone or tablet being replaced.
If the price of the same cellphone or tablet has increased, the difference in price, when the insurer replaces the cellphone or tablet, will be for your account. That means
YOU will have to pay the difference. However, if the price of the same cellphone or tablet has decreased, the difference in price, when the insurer replaces the cellphone or tablet, will not be credited to your account and YOU will not receive payment of the difference.
The insured cellphone or tablet will never be replaced with a better or more expensive cellphone or tablet.

5.2 Repairing the cellphone or tablet
If the insurer decides to repair the cellphone or tablet, they will pay the reasonable costs to repair it to the same condition as it was immediately before it was damaged.
A repaired cellphone or tablet has a 3 month warranty. If the cellphone or tablet experiences the same technical problem (which was the subject of the initial repair),
within that 3 month period, no excess will be payable on the further repair. If the repair costs are more than 50% of the value of the cellphone or tablet, the insurer will
replace the cellphone or tablet.

5.3 Amounts YOU must pay and maximum paid by insurer
Please read your schedule or policy welcome letter carefully: The schedule or policy welcome letter sets out the premium and excess YOU must pay as well as the limit
of cover.
• Premium: YOU pay a monthly amount called the premium. See section 7.1 for more information.
• Excess: The excess is the amount that YOU must pay in cash when you collect the repaired or replaced cellphone or tablet. Please take note that YOU will have to
pay a higher excess if YOU claim within 90 days of the effective date of this policy, or if YOU claim more than once. See section 9.4 for when to pay the excess.
Refer to the schedule or policy welcome letter for the excess amounts applicable to YOU.
• Limit of cover: The limit of cover is the maximum amount that the insurer pays for replacing the cellphone or tablet. Please see the policy schedule or your policy
welcome letter for the limit of cover applicable to YOU.
6. What is not covered

6.1 Items that are not covered

The insurer does not cover theft, loss or damage of:

- accessories (hardware or software that is not essential to the operation of the cellphone or tablet), car kits, sim cards and batteries;
- batteries unless they were stolen, lost or damaged together with the cellphone or tablet;
- cellphones or tablets that YOU bought at a store that is not a TFG store.

6.2 Causes of loss or damage that are not covered

The insurer does not cover damage, loss or theft if caused by any of the following:

- Damage from wear and tear (deterioration resulting from normal use and ageing);
- Damage resulting from a cellphone or tablet virus, or any other software or coding problem;
- Loss or damage resulting from riots, strikes or civil commotions, public disorder, war, invasion, terrorism or public violence;
- Damage, loss or theft that YOU cause or that the cellphone or tablet user causes or contributes to. This could be either intentional or a situation where YOU or the cellphone or tablet user should have realised that your/their actions could cause or contribute to the damage, loss or theft. Examples include:
  - Giving the cellphone or tablet to someone who is not the cellphone or tablet user (for example to a small child) to hold;
  - Leaving the cellphone or tablet unattended in a public place;
  - Acts caused while the cellphone or tablet user is under the influence of drugs or alcohol;
  - Any other situation that YOU or the cellphone or tablet user should have realised could lead to loss, damage or theft.

6.3 Types of loss or damage that are not covered

The insurer does not cover either of the following:

- Scratching and other superficial damage to the appearance of the outer casings or keypads of the cellphone or tablet;
- Any other loss that YOU or the cellphone or tablet user suffer as a result of the theft, loss or damage to the cellphone or tablet (consequential damage).

For example: The cellphone or tablet is lost and YOU miss an important business call and as a result, YOU suffer financial loss.

6.4 Situations not covered

The insurer does not cover theft, loss or damage (including water damage) if it arose in any of the following situations:

- If the damage (including water damage), loss or theft happens while the cellphone or tablet is not in the possession of the cellphone or tablet user, regardless of how long it is not in the possession of the cellphone or tablet user. Loss or damage which arose from the use of the cellphone or tablet by any person other than the insured user. This includes loss or damage during the hire or loan of the cellphone or tablet to a third party, or where the cellphone or tablet is given to another person for short term or long term use, or where the cellphone or tablet is given to a third party to make a call or to use (even once);
- If the damage, loss or theft, happens while the cellphone or tablet is left in any type of vehicle, including (but not limited to), cars, caravans, aeroplanes, trailers or boats;
- If the manufacturer is legally responsible for the damage under a manufacturer’s warranty, or if the damage is covered by a maintenance contract;
- If the claims process described in section 9 is not followed, for example, if the theft or loss is not reported to the police within 48 hours;
- If there is any fraud or if YOU have not given us full and complete information (see section 7.3);
- If YOU submit your claim while your TFG account is frozen.

7. Your duties

7.1 YOU must pay the premium each month

7.1.1 Refer to the schedule or policy welcome letter for the premium

The premium (amount YOU pay each month) is the amount shown and ticked on the schedule, or shown on your policy welcome letter.

Cellphones and tablets lose value the longer YOU have them. For example, if YOU buy a cellphone or tablet for R1 000 today, in six months, the same cellphone or tablet might be worth less than R1 000. The value of the cellphone or tablet is whatever the latest selling price of that specific cellphone or tablet is at a TFG Store.

If YOU want us to review your premium, because the value of the cellphone or tablet (in a TFG store) is less than it was when YOU purchased it, fax your written request to lower the premium to Finrite on 0860 109 299. If the value has gone down, we will lower the premium YOU have to pay for the insurance upon your written request. We increase your premium once each year. We might change the amount of the premium.

7.1.2 Payment of the premium by means of your TFG account:

(a) YOU consent to us debiting and collecting the premium from your TFG account each month until this policy ends. The premium is debited to your TFG account even if YOU owe nothing (zero balance), or if YOU have a positive (debit or outstanding balance) or a negative (credit) balance on the account. YOU must pay the full instalment amount that is due on your TFG account by the date that it is due (the 1st of every month).

(b) Interest on outstanding amounts:

The terms of your TFG account also apply to this agreement. We charge interest on your premium in the same way and at the same rate that we charge interest on your TFG account debt. All interest that YOU pay is kept by us.

(c) If your TFG account is frozen:

If your TFG account is frozen because of debt review proceedings under the National Credit Act or for any other reason, we cannot debit and collect the premium from your TFG account. The insurance will therefore end and YOU will not be covered in terms of this policy.
7.1.3 Payment of the premium by means of a debit order:
(a) YOU authorise and request Finrite to draw against the account listed in the Schedule or the account provided to us telephonically, the amount necessary for payment of the monthly premium as and when required and for the amount requested every month, until this policy is cancelled in writing.
(b) YOU will be responsible for the payment of any bank charges associated with the monthly debit order.

7.2 The cellphone or tablet user must take care of the cellphone or tablet
The cellphone or tablet user must always take reasonable steps to protect the cellphone or tablet from damage, loss or theft.

7.3 YOU must give full information and tell us about any changes

YOU must tell us if the cellphone or tablet user changes
YOU must tell us in writing if YOU want to change the cellphone or tablet user. If YOU do not, and someone other than the cellphone or tablet user has the cellphone or tablet at the time of the damage, loss or theft, the insurer will not repair or replace the cellphone or tablet.

YOU must give full information
It is your responsibility to tell us about:
- all relevant changes to your details or circumstances;
- all relevant changes to the cellphone or tablet user’s details or circumstances; and
- all relevant details about a claim YOU make.

YOU must always give us information that is to the best of your knowledge:
- true and correct; and
- complete. YOU must make sure no information is missing.

If YOU do not give true, correct and complete information, the insurer may:
- end the insurance policy. If this happens, YOU will not get back any of the premiums YOU have paid.
- refuse to pay out a claim. If this happens, YOU will not get back any of the premiums YOU have paid.

YOU must tell us if YOU have other insurance
It is your responsibility to tell us if YOU have other insurance covering material damage, loss or theft of the cellphone or tablet listed in the schedule. If YOU have other insurance, remember YOU may only claim once for your cellphone or tablet.

8. Ending this insurance
8.1 Give 30 days’ cancellation notice
YOU can end this insurance by giving 30 days’ notice in writing to us. The insurer can end this insurance by giving YOU 30 days’ notice in writing.

The insurance ends if YOU do not pay the premium within 15 days of the due date. See section 7.

8.2 If YOU pay the premium by means of your TFG account
The insurance will end if your TFG account is frozen because of debit review proceedings under the National Credit Act or for any other reason.

The insurance ends if your TFG account is terminated or closed. If YOU are in arrears and/or if there is a total amount due which is unpaid on your TFG account and/or if the premium is not paid on the due date, the insurance will automatically end. YOU have a grace period of 15 days within which to pay the premium after the due date. If payment is not made within that 15 day period, the insurance ends and cover will have stopped at midnight on the last day of the last month for which the full TFG account instalment was received. YOU will not be given any warning that the insurance will end if YOU do not pay in time. The insurance will not start again automatically when your TFG account is paid.

8.3 If YOU pay the premium by means of a debit order
If the premium is not paid on the date that it was due to be paid as a result of YOU stopping the payment, this policy will end at 16h00 on the date that the premium was due to be paid. If the premium is not paid for any other reason than having been stopped by YOU, Finrite will re-debit the premium in the following month (the premium will be billed twice) and should the outstanding premium not be paid when it is re-debited, the policy will be cancelled from the date the first unpaid premium was due to be paid.

8.4 If your replacement claim is declined
The insurance ends if the insurer has declined your claim in terms of replacing your cellphone or tablet, however the insurance does not end if your claim in terms of repairing your cellphone or tablet is declined.

9. How to make a claim (also see clause 14 below)
9.1 Report losses and thefts to the cellphone or tablet service provider and the police
YOU must report the loss or theft of the cellphone or tablet:
- to the relevant cellphone or tablet service provider (for example: Vodacom, MTN or Cell C) within 48 hours of the loss or theft. YOU must instruct them to stop the service and blacklist the cellphone or laptop. YOU must get an ITC reference number from them.
- to the South African Police Service (SAPS), or if the loss or theft happened outside South Africa, to any police service in the country where it took place, within 48 hours of the loss or theft. YOU must get a police case number / reference number.
- YOU will have to sign an affidavit at the police station that gives full details of the loss or theft incident.

9.2 Report losses, thefts and damage to us
YOU must report the loss, theft or damage to us at any TFG store within 30 days of the damage, loss or theft. We will help YOU to send your claim to the administrator, Finrite.

The staff in the store will help YOU to fill in a claim form.
We will fax the completed claim form and supporting documentation your behalf, to Finrite on fax number 0860 109 299 or email it to them at foschinigroup@finrite.co.za.

The following will be required:
- For claims for loss or theft, YOU must give us an affidavit, the South African Police Service (SAPS) case number and the ITC reference number. In the event that YOU fail to report the loss
or theft of the cellphone or tablet to SAPS and the relevant service provider within 48 hours and instruct the service provider to blacklist the cellphone or tablet, we will require an additional affidavit from YOU explaining why YOU failed to do so, in which case the processing of your claim will be delayed.

- For damage claims, YOU must give:
  - the damaged cellphone or tablet to us. The insurer assesses the claim only after YOU have given the damaged cellphone or tablet to us.
  - a report explaining how the cellphone or tablet was damaged (this report must be handwritten and signed by YOU). The store staff will send the cellphone or tablet for a technical report to support the claim.

9.3 If the insurer approves your claim, collect the cellphone or tablet within 90 days

The TFG store (where YOU submitted the claim) will let YOU know if the insurer has approved your claim. If your claim has been approved, YOU must collect the new or repaired cellphone or tablet from the store where YOU reported the damage, loss or theft within 90 days (the replacement authorisation voucher will only be valid for 90 days).

9.4 Pay the excess

YOU must pay the excess in cash at the TFG Store where the cellphone or tablet is being collected, when YOU collect the repaired or replaced cellphone or tablet.

9.5 If the insurer does not approve your claim, YOU have 90 days to object

Finrite, on behalf of the insurer, will let YOU know in writing if the insurer does not approve your claim. If the insurer does not approve your claim and YOU want to object, YOU have 90 days from getting the letter declining your claim, to make a case to the insurer in writing. If the insurer still rejects the claim, YOU have another 6 months to bring legal action against the insurer. YOU can find the details of the insurer in section 16.1.

Please contact TFG's Claims Administration Department for a copy of TFG’s Claims Process. The telephone number is +27 21 938 1911.

10 Conditions about the claims process

10.1 YOU must help us

YOU must give us all reasonable help with the recovery of the damaged, lost or stolen cellphone or tablet and its identification.

10.2 The insurer owns cellphones or tablets that have been replaced

If the insurer replaces a damaged cellphone or tablet, or a lost or stolen cellphone or tablet is found after it has been replaced, the original cellphone or tablet belongs to the insurer. The insurer can choose how to dispose of the original cellphone or tablet.

10.3 The insurer may conduct legal proceedings in your name

The insurer may take over and conduct legal proceedings in your name. This includes any settlement discussions and agreements, as well as any criminal proceedings related to the loss, theft or damage. YOU may not conduct legal proceedings in your own name unless the insurer gives this permission to YOU in writing.

10.4 This policy does not give rights to anyone other than YOU

This policy does not give any rights to any person other than YOU. If the cellphone or tablet user is someone other than YOU, the cellphone or tablet user does not have any rights under this policy and may not make a claim. ONLY YOU may claim in terms of this policy.

10.5 YOU will not be covered if there is fraud

If there is any fraud in relation to a claim, YOU will not be covered by this policy at all.

INFORMATION WE MUST GIVE TO YOU (DISCLOSURE NOTICE)

According to the law, there is certain information that we must tell YOU. This information, referred to as a ‘disclosure notice’ is in the section below. It is not part of the insurance policy.

11. Your right to full information

We must tell YOU about any important changes

We must tell YOU about any important changes about ourselves or about the insurer. If we give this information to YOU verbally (for example, over the telephone), we must confirm it in writing within 30 days.

We will give YOU 30 days’ notice in writing if the insurer wants to cancel this policy. We will give YOU 30 days’ notice of any important changes to this policy.

Your insurer must give YOU certain information directly

The insurer (and not Finrite or us) must give reasons for refusing your claim.

Your insurer may not cancel your insurance just by telling us. Your insurer must make sure the notice has been sent to YOU.

YOU must receive a copy of the policy for free

This is your free copy of the insurance policy.

12. Make sure YOU understand before YOU buy

If YOU are asked to sign a form, make sure YOU understand what YOU are agreeing to and contact us if YOU do not. When YOU sign this policy, we are allowed to treat it as if YOU have understood and agreed to these terms.

Do not sign a form that is blank or incomplete. Use ink (not pencil) when YOU fill in forms.

Keep all documents given to YOU. Make a note about any information or advice given to YOU about your insurance.

Don’t be pressured to buy

This insurance is an optional and additional product.

13. YOU must give all relevant information

If YOU lie about, or hide relevant facts, the insurer will not accept your claim. Read the terms and conditions for details of what information YOU must provide.

YOU must tell us immediately if YOU become aware of any police prosecutions (against YOU, the cellphone or tablet user or anyone else) relating to any claims under this policy.

13.1 Lie detector tests
YOU do not have to take a polygraph or lie detector test even if we ask YOU to. We cannot refuse to pay your claim only because YOU did not take a lie detector test.

14. Making a claim
To make a claim, YOU must go to your closest TFG Store and ask for a claim form. YOU must complete the form in full. The store staff will help YOU if YOU require assistance. We will send the claim form to Finite for assessment. Please read section 9 of the terms and conditions for details on how to claim.

15. Complaints
For queries regarding insurance complaints or for a copy of TFG’s Complaints Resolution Policy, please contact Customer Services on 0860 576 576. If YOU have a complaint, first write a letter of complaint to us, as we would like to try to resolve your complaint. If we cannot help YOU satisfactorily, then YOU should complain in writing to the insurer.

If the insurer cannot help YOU satisfactorily, then YOU should send your written complaint to the following regulators:

15.1 Short-Term Insurance Ombudsman
The Ombudsman is available to help YOU if YOU have claim problems that are not satisfactorily resolved by us or the insurer.
P O Box 32334, Braamfontein, 2017
Tel (011) 726 8900
Fax (011) 726 5501
Email: info@osti.co.za

15.2 Registrar of Short-Term Insurance
The Registrar is available to help YOU if any complaint to us, Finrite or the insurer has not been resolved to your satisfaction.
Financial Services Board
Tel (012) 428 8000
Fax (012) 347 0221
P O Box 35655, Menlo Park, 0102
Email: info@fsb.co.za

15.3 FAIS Ombud
The FAIS Ombudsman is available to deal with complaints about the selling of the insurance product by us.
P O Box 74571, Lynnwood Ridge, 0040
Tel (012) 470 9080/99
Fax (012) 348 3447
Toll free 0860 324 766
Email: info@faisombud.co.za

16. The parties
16.1 Your insurer
- Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP No. 75)
- VAT registration number: 4250138072
- Physical Address: 102 Rivonia Road, Sandown, Sandton, 2196
- Postal Address: P O Box 786015, Sandton, 2146
- Telephone Number: 011 669 1000
- Fax Number: 011 669 1931
- Compliance Officer: 011 669 1039
- Claims disputes: claimsrejection@guardrisk.co.za

16.2 Your administrator (Finrite)
- Finrite Administrators (Pty) Ltd
- Property Park, 389c Ontdekkers Road, Florida, 1709
- P O Box 22524, Helderkruin, 1733
- Call Centre 0861 663 266
- Call Centre Fax 0860 109 299
- Email: intouchfg@finrite.co.za
- Switchboard: (011) 375 1888
- Fax: (011) 475 7682
- Compliance officer: (011) 375 1888 or email at suel@mweb.co.za.
- Email: info@finrite.co.za
- Company Registration No: 2014/270128/07
- Authorised Financial Services Provider number: 46042
For a copy of Finrite's Conflict of Interest Policy, YOU can call Morne Steenkamp (Internal Compliance) at +27 11 357 1888 or email mornes@finrite.co.za.

If YOU have a complaint, YOU can contact Finrite at complaints@finrite.co.za or telephone +27 11 375 1881, or fax 086 534 7119.

Name, class or type of policy involved:
Short-Term All Risks (personal lines)

16.3 The intermediary (we or us)
- Foschini Retail Group (Pty) Ltd (“TFG”)
- 340 Voortrekker Rd, Parow East, 7501, Cape Town
- P O Box 6020, Parow East, 7501, Cape Town
- Tel (021) 938-1911 Fax (021) 937-5284
- Compliance Officer (021) 938 1911
- Company Registration No: 1988/007302/07
- Authorised Financial Services Provider number: 32719
- VAT registration number: 210187250
For a copy of the TFG’s Complaints Resolution policy, please contact Customer Services on 0860 576 576.

In the event of general queries or for a copy of TFG’s Conflict of Interests Policy, YOU must call Customer Services on 0860 576 576.
16.3.1 Our legal status
We, Foschini Retail Group (Pty) Ltd, are a company incorporated in terms of South African company law.

We provide services as an intermediary in terms of the Short Term Insurance Act and Financial Advisory and Intermediary Services Act, entering into short term insurance policies. An intermediary is an entity (for example, a company or close corporation) through which an insurance contract is effected.

We have an intermediary agreement with Guardrisk Insurance Company Limited, a cell captive insurer. We have the necessary permission to act for the insurer and we can collect premiums that YOU pay. We pay these premiums to the insurer on your behalf. (A cell captive is a special purpose insurance company which allows a third party to sell branded insurance to its own client base.)

Finrite is the administrator for us. Finrite also has the necessary permission to act for the insurer and to collect premiums that YOU pay.

16.3.2 Commission and fees
We are paid a binder and intermediary fee of 20% of the total monthly premium.
Finrite is paid an intermediary fee of 5% of the total monthly premium.
The premium includes VAT, the binder and the intermediary fees.

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.

16.3.3 Fidelity guarantee and Professional Indemnity Insurance
We have a fidelity guarantee and professional indemnity insurance. Finrite also has fidelity guarantee and professional indemnity insurance.
A fidelity guarantee is an undertaking by a third party that they will honour the financial commitments of a person, if that person fails to honour their obligations. Professional indemnity insurance provides cover for claims brought by the policyholder due to professional negligence.

[Version: 11/01/2016]