

## TERMS AND CONDITIONS OF THE CELLPHONE INSURANCE POLICY - CELLPHONES AND TABLETS

### 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:

- 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.
- 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.
- 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.
- 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** **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** *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** *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 Finrite 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.

*Instalment* The *instalment* 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:
  - o Giving the *cellphone* or *tablet* to someone who is not the *cellphone* or *tablet user* (for example to a small child) to hold;
  - o Leaving the *cellphone* or *tablet* unattended in a public place;
  - o Acts caused while the *cellphone* or *tablet user* is under the influence of drugs or alcohol;
  - o 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 debt 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 *Finrite* 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, Helderkruijn, 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, 7500, 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]