

TFG
OPTIONAL INSURANCE TAKEN OUT AT THE INSURED'S CHOICE
Critical Illness Policy & Disclosure Notice
(collectively, the "POLICY")

1. UNDERWRITER:

This Policy is underwritten by Guardrisk Insurance Company Limited (1992/001639/06) ("GUARDRISK").

2. TYPE OF POLICY:

Short-term insurance: Critical Illness cover with a Mobility benefit. This insurance is not credit life insurance or credit insurance under the National Credit Act.

3. ADMINISTRATOR:

Foschini Retail Group (Pty) Ltd (1988/007302/07) ("ADMINISTRATOR").

4. DEFINITIONS:

ACCEPTANCE LETTER: means the letter sent to the Insured from the Administrator confirming *inter alia* that the Insured's application for Critical Illness insurance cover (with the Mobility cover extended benefit) has been successful and that the Insured has consented to taking out the insurance cover;

ACCIDENT: means a sudden and unforeseen event, which could not reasonably have been expected to occur and was not designed, and which at an identifiable time and place results directly and independently of any other cause in bodily injury;

CLAIM EVENT: means the risk insured, being the diagnosis of the Critical Illness (as defined at clause 6(a) below) whilst the Insured is alive;

DAYS: means calendar days whether falling on a Saturday, Sunday or South African public holiday;

DOCTOR: means a registered medical doctor (with a valid practice number), in terms of the South African Health Professions Council, and qualified specialist physician in the specified Critical Illnesses;

CRITICAL ILLNESS: means the Insured being diagnosed with a specified illness as defined under the benefits at clause 6(a)(ii) below, after the Inception Date, which means a first positive diagnosis of the Critical Illness by a Doctor whilst the Insured is alive;

INSURED: means the Principal Insured or Spouse (depending on whether the Spouse option has been elected and where the additional premium has been paid) insured under this Policy;

INCEPTION DATE: means the date when this Policy commences and is effective, being either the date that the take-up of this insurance product is captured on TFG's credit facility system or the date when this Policy is reinstated;

MOBILITY BENEFIT: means the extended benefit which is payable once during the life of this Policy and as provided for below at clause 6(b), which is dependent on the Claim Event (being the existence, and acceptance by Guardrisk, of the Critical Illness) and where the Insured, if as a direct result of that Critical Illness, is permanently dependent on a wheelchair for mobility;

PRINCIPAL INSURED: means the adult person (in other words, the person who is over the age of 18 (eighteen) years) who has taken out this insurance and whose details are contained in the Acceptance

Letter and who is a South African permanent resident with an active and up-to-date TFG credit facility, whose application has been successful and whose age at the Inception Date does not exceed 60 (sixty) years;

TFG: means the Administrator and any of its trading divisions or stores;

SPOUSE: means (where the Spouse option has been elected by the Principal Insured and where the additional premium has been paid) the legal husband, wife or civil union partner of the Principal Insured as nominated in writing by the Principal Insured. There may only be one Spouse insured under this policy at any point of time. The Spouse's maximum age at the inception date must not exceed sixty (60) years of age;

WAITING PERIOD: means a period of 3 (three) months (i.e. 90 (ninety) days) commencing from the Inception Date and which is applicable to both the Critical Illness cover and the Mobility benefit.

In the event that the policy lapses but is then re-instated, the waiting period for any claim will commence from the date of re-instatement and not the Commencement Date of the Policy.

Where the Spouse option has been elected after the Inception Date of this Policy and where the additional premium has been paid for the Spouse option, the 3 (three) month waiting period for any claim relating to the Spouse will commence from the date that the Spouse is captured on TFG's credit facility system.

Words importing the singular shall include the plural and vice versa, words importing a gender shall include the other gender.

If any provision in the definitions above is a substantive provision conferring rights or imposing obligations on any party to this Policy, notwithstanding that such provision is only contained in this clause, effect shall be given thereto as if such provision were a substantive provision in the body of this Policy.

5. OPERATIVE CLAUSE:

In return for the timeous and prior payment of the required monthly premium by the Principal Insured and receipt thereof by Guardrisk and subject to the terms of this Policy, Guardrisk will pay the benefit of the Claim Event to the Insured if the Claim Event occurs during the life of the Insured. If the Insured dies while a claim is pending and where it is accepted and/or not paid, after her/his death, the benefit will be paid to the Principal Insured's claimant or to the Principal Insured (where the Insured is the Principal Insured's Spouse – this applies where the Spouse option has been elected and where the additional premium has been paid).

The Mobility benefit will not be paid to an Insured's claimant and is only payable where the Insured is alive at the time of the payment of the Mobility benefit.

A Waiting Period is applicable to the Critical Illness cover and the Mobility benefit.

6. BENEFITS PAYABLE:

a. Critical Illness benefit

- i. Subject to the terms and conditions of this Policy and provided that first diagnosis of the Claim Event is after the Waiting Period, Guardrisk will pay the capital sum of R12 100 (eleven thousand Rand) to the Insured or where the Insured is deceased, to the Principal Insured's claimant or to the Principal Insured (where the Insured is the Principal Insured's Spouse - this applies where the Spouse option has been elected and where the additional premium has been paid), upon the happening of the Claim Event. The capital amount shall not carry interest.

This benefit shall only be payable once for each Critical Illness per Insured and where the claim for the Critical Illness concerned is accepted by Guardrisk. A claim for a different Critical Illness may not be made (and will not be accepted by Guardrisk) within 12 (twelve) months immediately following the first diagnosis of the Critical Illness which was successfully claimed.

Please note, and as provided for in the definition of the "Claim Event", the Insured must be alive at the time of the Claim Event.

ii. Critical Illness means any of the following:

a) **Heart Attack:** the Insured suffers from an ischaemic event to the myocardium (heart muscle) that results in the death of part of the myocardium manifested by typical chest pain, new changes to the Electrocardiogram and elevation of the cardiac enzymes;

b) **Stroke:** the Insured suffers from a cerebrovascular incident or inoperable brain tumour resulting in neurological sequelae of a permanent nature. This definition includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage and embolisation from an extracranial source;

c) **Cancer:** the Insured suffers from the presence of one or more tumours classified as malignant and characterised by the uncontrolled growth and spread of malignant cells and with invasion of normal tissue. Hodgkin's disease and the Leukaemias are included in this definition, but excluded are all skin tumours and/or carcinoma-in-situ. Notwithstanding the above, a benign brain tumour or tumours shall be regarded as a Critical Illness in terms of this Policy;

d) **Coronary Artery Surgery:** the Insured suffers from definite coronary artery disease that is diagnosed via accepted angiograph testing and as a direct result undergoes actual surgery to part of or all of the diseased coronary arteries, but excluded are percutaneous angioplasty and/or any intra-arterial procedures not necessitating thoracotomy;

e) **Kidney Failure:** the Insured suffers from end stage renal failure presenting a chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted;

f) **Major Organ Transplants:** the Insured requires the actual undergoing as a recipient of a transplant of the liver, heart, pancreas, bone marrow or at least one of the kidneys or lungs; or

g) **Paraplegia:** the Insured suffers from the total and irreversible loss of the use of both legs and/or both arms provided the Paraplegia is a direct result of an accident.

The Insured must please take her/his copy of this Policy, as soon he/she receives it, to her/his doctor and discuss the various Critical Illnesses above to make sure that the Insured understands what is covered and what is not.

b. Mobility benefit

As defined at clause 4 above, this is an extended benefit which is payable once per Insured during the life of this Policy. It is dependent on the Claim Event (being the existence, and acceptance by Guardrisk, of the Critical Illness) and where the Insured, if as a direct result of that Critical Illness, is permanently dependent on a wheelchair for mobility.

Subject to the Waiting Period and the terms and conditions of this Policy, Guardrisk will pay the once-off benefit of R5 000 (five thousand Rand) to the Insured. This amount shall not carry interest.

7. GENERAL EXCLUSIONS:

- a. Guardrisk will not be liable to pay any benefit under this Policy if:
 - i. the Insured is over 65 (sixty-five) years of age at the time of the Claim Event;
 - ii. any claim arises directly or indirectly from, or is traceable to, a condition for which the Insured was being treated or where she/he is being or has been given treatment, or of which she/he was aware, at the Inception Date, including a disease, physical defect, bodily injury, illness, sickness, condition or other infirmity of the Insured that has its origin prior to the Inception Date;
 - iii. the Insured dies as a result of any Critical Illness, the existence of which is only diagnosed after the death of the Insured;
 - iv. a positive diagnosis of a Critical Illness was made by a Doctor or other medical practitioner prior to the Inception Date;
 - v. the Insured refuses medical treatment as recommended by a Doctor;
 - vi. one of the Critical Illnesses as defined has already been successfully claimed in terms of this Policy by the Insured and the Insured has been paid-out this benefit. For clarity, this means that the Insured may claim for another Critical Illness but not claim again for a Critical Illness that has already been successfully claimed and paid-out in terms of this Policy. A claim for a further but different Critical Illness may not be made (and will not be accepted by Guardrisk) within the 12 (twelve) months immediately following the diagnosis of the Critical Illness which was successfully claimed;
 - vii. a claim for a benefit arises directly or indirectly from or is traceable to:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fusion;
 - the result of the Insured's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured's own criminal act;
 - willful self-injury or where the Insured is affected temporarily or otherwise, by alcohol, narcotics, insanity or drugs, unless the latter is administered by or prescribed by or taken in accordance with the instructions of a Doctor (other than herself/himself where the Insured is such a Doctor).
- b. If Guardrisk alleges that by reason of any of the provisions of this Policy, it is not liable to pay any of the benefits, the burden of proving the contrary rests on the Insured.

8. PREMIUM AND INTEREST PAYMENT:

The premium payable is the monthly amount specified in the TFG credit facility statement of account, which is subject to review once every calendar year. The Principal Insured will be notified of any premium increases. The Principal Insured authorises the Administrator to debit and collect the premium from her/his TFG credit facility and to pay it over to Guardrisk on her/his behalf in the amount as specified, and TFG's credit facility terms and conditions will apply in addition to the terms and conditions of this Policy.

The premium will be debited monthly to the Principal Insured's TFG credit facility and the premium is due monthly. If payment of the full TFG credit facility instalment is not received by the Administrator by the due date, this Policy and its insurance cover shall be cancelled at midnight on the last day of the last month for which a full instalment has been received. Instalments due with effect from the second month of the currency of this Policy will be accepted if paid within 30 (thirty) days of the due date, failing which this Policy and its insurance cover shall lapse.

The premium payable will attract interest where the TFG credit facility payment plan attracts interest and such interest will be retained by the Administrator, and will be levied at the same rate applicable to the credit facility's payment plan.

9. CESSATION OF COVER:

Cover under this Policy shall automatically cease at midnight on the day that:

- the full TFG credit facility instalment is not received by the Administrator by the due date (as provided for in clause 8 above) i.e. your TFG credit facility is in arrears;
- the Principal Insured's TFG credit facility is frozen as provided for under the National Credit Act;
- the Principal Insured's TFG credit facility is terminated or closed;
- the Principal Insured dies subject to clauses 5 and 6(a)(i) above;
- the Spouse (this applies where the Spouse option has been elected and where the additional premium has been paid) dies subject to clauses 5 and 6(a)(i) above;
- the Policy terminates; or
- the Principal Insured reaches the maximum expiry age of 65 years

Whichever of the aforementioned events first occur.

Where the Spouse option has been elected (and where the additional premium has been paid) and where the Spouse reaches sixty-five (65) years of age, cover in respect of the Spouse only, shall end, but cover for the Principal Insured shall not end until the latter reaches the age of sixty five (65) years or until any of the other events as above in this clause occur.

Where the Spouse option has been elected - upon divorce or the permanent separation of the Spouse from the Principal Insured, the insurance cover for the Spouse shall cease.

Guardrisk shall not be affected by any arrangements that may be made between Administrator and the Principal Insured in any reduction of the number of instalments originally agreed on or extending the period of the indebtedness beyond the originally agreed upon.

For the lapse of the/a Critical Illness benefit, please refer to clause 7(a) (VI).

10. CLAIMS NOTIFICATION PROCEDURE:

A Critical Illness claim must be made within 4 (four) months (i.e. 120 days) of the Claim Event.

Reference to "claim" or "claims" means the fully completed claim form with all required documentation attached. A claim form is attached to your Acceptance Letter.

When making a claim, the Principal Insured or claimant (where the Principal Insured is deceased) must go to the closest TFG store and hand in the fully completed claim form with the documents listed below. If the Principal Insured has lost the claim form that was attached to the Acceptance Letter, she/he may request a copy from a TFG store. Where the claim relates to the Principal Insured's Spouse, TFG will only correspond with the Principal Insured (i.e. the Principal Insured must submit the claim form and deal with a claim on behalf of his/her Spouse).

The store staff will help the Principal Insured or claimant if needed.

The Principal Insured or claimant must take the following documents to the store:

a. Critical Illness benefit:

(i) Where the Insured is alive at the time of submitting the claim:

- certified copy of the Insured's identity document;

- certified copy of the completed Administrator's medical certificate. This must be completed by a Doctor that is approved of by the Administrator; and
- any other medical information the Administrator may need.

(ii) Where the Insured is deceased at the time of submitting the claim:

- all the documents mentioned in clause 10(a)(i) above;
- certified copy of the claimant's identity document;
- certified copy of the deceased's death certificate; and
- sworn affidavits will also be needed and attached to the claims documentation:
 - if the deceased was not married, and a child or parent is not the claimant: a sworn affidavit explaining why the child or parent is not claiming;
 - if the deceased was married, and the spouse is not the claimant: a sworn affidavit explaining why the spouse is not the claimant; and
 - if the surname of the claimant is different to that of the deceased: a sworn affidavit explaining why there are different surnames.

b. Mobility benefit

- all documents listed in 10(a) above; and
- an original medical certificate from a Doctor confirming that the Insured is permanently dependent on a wheelchair for mobility as a direct result of a Critical Illness (as provided for in clause 6(b) above).

Additional information may be required in the case of either or both benefits, including information from any bank regarding bank account details. The Administrator will be entitled to request any doctor or other medical practitioner or other person who may be in possession of, or hereafter acquires any information concerning the health of the Insured (whether the Insured is alive or deceased at the time the information is requested) during the term of the Policy, to disclose such information to it and such entitlement shall remain in force after the death of the Insured, as well as prior thereto.

The store staff will fax the claim documents to TFG's Insurance Claims Department. Contact details for the Insurance Claims Department are:

- fax number: 021 937 5274; and
- sharecall number: 0860 000 388; and
- email: Claimsadmin@tfg.co.za.

In the event of general queries, the Insured or claimant must call Customer Services. The number is: 0860 576 576.

Please contact TFG's Insurance Claims Department for a copy of TFG's Claims Process. The telephone number is 0860 000 388.

Where the Insured or claimant disputes Guardrisk's repudiation or rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Insured/claimant has 90 (ninety) days from the date of receipt of the rejection letter to appeal this decision in writing to Guardrisk. If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) day period then the Insured/claimant has an additional 180 (one hundred and eighty) days to institute legal action against Guardrisk by serving summons on it, failing which Guardrisk is no longer liable in respect of the claim.

Guardrisk is not liable after 12 (twelve) months have expired from the date of the Claim Event unless the claim is the subject of a pending court case between Guardrisk 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 that are submitted to the Administrator under this insurance shall be made to Guardrisk by the Administrator, on behalf of the Insured or claimant.

11. MISREPRESENTATION:

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any relevant particular, to Guardrisk, in which event any and all premiums so paid or payable shall be forfeited to Guardrisk.

It is the responsibility of the Insured to let the Administrator know if any of her/his circumstances change and where this could affect the outcome of a potential claim and/or invalidate this Policy and its benefits.

12. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, assigned or transferred.

13. CONDITION PRECEDENT:

Strict compliance by the Insured with all the provisions, conditions and terms of this Policy shall be a condition precedent to liability on the part of Guardrisk hereunder.

14. CANCELLATION:

This Policy may be cancelled by the Insured giving 30 (thirty) days notice in writing to Guardrisk, care of the Administrator or it may be cancelled by Guardrisk giving 30 (thirty) days notice in writing to the Insured at the latter's last known address. Cover will cease at midnight on the last day for which the premium has been paid.

15. POLICY AMENDMENTS:

Guardrisk may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least 30 (thirty) days before any premium rate adjustment, and 90 (ninety) days before any other Policy amendment. The Administrator must inform the Insured of any material amendment of the terms and conditions.

16. VALUE ADDED TAX:

All sums insured, amounts and limits reflected in this Policy and TFG credit facility statements of account are inclusive of VAT.

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.

17. FRAUD:

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on her/his behalf to obtain any benefits under this Policy, all benefits including premiums paid under this Policy shall be forfeited.

In addition, in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any particular material to the assessment of the risk, all benefits including premiums paid under this Policy shall be forfeited.

18. JURISDICTION AND GOVERNING LAW:

Only the courts of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this Policy and the law of South Africa shall apply to this Policy.

The parties hereby consent to the jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town), in respect of all claims and causes of action between them, whether now or in the future, arising out of or in respect of this Policy.

19. PAYMENTS:

All payments are to be made in South African currency and where payment is to be made to Guardrisk it shall be made at Guardrisk's Head Office unless Guardrisk allows otherwise.

20. INDULGENCE, LENIENCY OR EXTENSION:

No indulgence, leniency or extension of time which the Administrator or Guardrisk may grant or show to the Insured, shall in any way prejudice the Administrator or Guardrisk, or preclude the Administrator or Guardrisk, from exercising any of their rights in the future.

21. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:

A binder and intermediary fee of 20% of the total monthly premium is payable to the Administrator, which is included in the monthly premium.

22. NO RIGHTS TO OTHER PARTIES:

Unless otherwise expressly provided in this Policy, nothing in this Policy shall give any rights to any person other than the Insured. Payment to the Insured or the approved claimant shall in every case be a full discharge to Guardrisk.

24. TREATING CUSTOMERS FAIRLY

The Administrator has created a superior solution – encompassing products, processing and service – tailored to each of its customers' requirements. The Administrator will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. The Administrator 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 the Administrator's culture
- Products and services are designed to meet your needs
- The Administrator will communicate clearly, appropriately and on time.
- The Administrator is not licensed to give advice. Queries regarding advice must be referred to Guardrisk.
- The Administrator's products and services meet your standards and are of an acceptable level
- There are no barriers to access the Administrator's services or to lodge any complaints.

23. ADDITIONAL DISCLOSURE DETAILS:

- **Contact and other details of the Administrator**
 - Foschini Retail Group (Pty) Ltd, the Administrator, is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP No. 32719) and a registered credit provider in terms of the National Credit Act (NCRCP No. 36)
 - Physical Address: Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500
 - Postal Address: P O Box 6020, Parow East, 7501
 - Telephone Number: 021 938 1911
 - Fax Number: 021 938 5274
 - External Compliance Officer: Loren Basson, telephone: 0861 273 783
 - VAT number: 4210187250
 - The Administrator 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 Guardrisk, a cell captive insurer, and has the necessary mandates to act on behalf of Guardrisk.

- The Administrator has FG insurance cover and Professional Indemnity Insurance.
- For a copy of the Administrator's Complaints Resolution policy, please call Customer Services on 0860 576 576.
- In the event of general queries or for a copy of the Administrator's Conflict of Interests Policy, the Principal Insured must call Customer Services on 0860 576 576.

- **Contact and other details of Guardrisk:**

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

- **Other matters of importance:**

- This is an optional product that has been proposed by the Administrator to you (the Insured), and you have taken it out voluntarily and have not been forced to do so. You have the right to refuse this proposal;
- You must be informed of any material changes in the detail provided above about the Administrator and Guardrisk;
- If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 days;
- If any complaint to the Administrator and/or Guardrisk 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;
- Subject to clauses 10 and 23 (above), Guardrisk and not the Administrator must give reasons for repudiating your claim;
- Guardrisk may not cancel your insurance merely by informing the Administrator;
- There is an obligation to make sure the cancellation notice has been sent to you;
- You are entitled to a copy of this Policy free of charge; and
- You confirm that you have read and understood the contents of this Policy.

- **Warnings to Insured:**

- Do not sign any blank or partially completed forms;
- Complete all forms in ink;
- Keep all documents handed to you;
- Make a note as to what is said to you;
- Do not be pressurised to buy the product; and
- Incorrect or non-disclosure by you of relevant facts may influence Guardrisk or the Administrator regarding any claims made.

24. INSURANCE COMPLAINTS PROCEDURE:

For all complaints, please first write a letter of complaint to us, the Administrator, as we would like to try and resolve it. If we have not been able to assist satisfactorily then you may elevate your complaint to Guardrisk.

If the complaint to Guardrisk is not resolved to your satisfaction, you may submit the insurance complaint to the following regulators:

- **The Short Term Insurance Ombudsman** – in the event of claims problems not satisfactorily resolved:
P O Box 32334, Braamfontein, 2017
Tel: 011 726 8900, Share call: 0860 726 890, Fax: 011 726 5501
E-mail: info@osti.co.za Website: www.osti.co.za
- **The FAIS Ombud** – in respect of complaints about the selling of the insurance product by the Administrator or Guardrisk:
P O Box 74571, Lynwood Ridge, 0040
Tel: 012 470 9080, Share call: 0860 324 766 / 0860 FAISOM, Fax: 012 348 3447
E-mail: info@faisombud.co.za Website: www.faisombud.co.za
- **The Registrar of Short Term Insurance** (Financial Services Board) – if any complaint to the Administrator or Guardrisk is not resolved to your satisfaction:
P O Box 35655, Menlo Park, 0102
Tel: 012 428 8000, Fax: 012 347 0221

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