

# TERMS AND CONDITIONS OF THE JEWELLERY INSURANCE POLICY

## (FOR JEWELLERY AND WATCHES)

This document sets out the terms and conditions of the insurance you hold for the *insured jewellery or watch*. We pay out for theft, loss or damage to the *insured jewellery or watch* as long as you meet all the conditions of the policy. This is a short-term insurance policy. The policy is made up of:

- The certificate (this is either stamped at the back of your sales docket or given on a letter posted to you);
- The terms, conditions, disclosures and schedule;
- Any changes we have agreed to in writing.

### 1. HOW INSURANCE WORKS

When you buy jewellery or a watch from us, we offer you insurance on it. Our insurance is an optional and additional benefit and you may reject the offer or accept it. It is your choice.

#### **You pay us to insure your jewellery or watch**

If you decide to insure your jewellery or watch, you pay us an amount of money, which is called a *premium*. You can pay this *premium* in cash when you buy your jewellery or watch, or in monthly instalments through your Foschini Group store account, or by debit order from your bank account (depending on which insurance option you have chosen). In exchange for your *premium*, we insure the jewellery or watch. This means that if the jewellery or watch that we insure is lost, damaged or stolen, we will repair or replace it (as long as the terms and conditions of this policy are met).

#### **You choose which insurance option suits your needs**

You can choose to insure your jewellery or watch for a fixed term of either 12 (twelve) months or 24 (twenty four) months, or for an indefinite period on a month to month basis until the policy ends. **See section 8 below for details on the circumstances when the policy will end.**

#### **If your insured jewellery or watch is damaged, lost or stolen, you can make a claim**

If something happens to the *insured jewellery or watch*, you must contact us to let us know. This is called 'making a claim'. We will tell you what we need from you before we can decide if we

will accept your claim. We may do an investigation - for example, we may interview any witnesses and appoint an assessor to investigate the claim. We may also ask for other information and documents. **See section 11 below for our contact details.**

You must read this insurance policy carefully so that you understand when we will accept a claim. See section 3, 'What we insure' and section 5, 'Claiming'. We will not pay out all claims: See section 7, 'When we do not accept claims'.

#### **If we accept your claim, we will repair or replace your jewellery or watch**

We will repair your *insured jewellery or watch*, if that is not possible, replace it. However, you must pay a first amount towards the cost of repair or replacement. This is called the 'excess': See section 6, 'How much you must pay towards each claim (the excess)'.

#### **Please make sure you understand the meaning of these important words (shown in *italics* whenever they appear):**

**'Damage'**: refers to breaking, cracking, scratching of or to the *jewellery or watch* or the glass components of the *jewellery or watch*, including where the *damage* is caused by fire, theft or earthquake; except where the *damage* is caused by *reckless* or deliberate acts.

**'Insurer'**: (for South African customers) refers to Mutual & Federal Risk Financing Limited (registration number 1966/10741/06), a registered Short-Term Insurer, which provides this insurance.

**'Jewellery or watch'**: refers to the *jewellery or watch* you insured with

the *insurer* through us. Examples include necklaces, bracelets, watches and rings.

- If you bought the insurance in a store, the *insured jewellery or watch* is described on your sales docket (till slip) or on your certificate.
- If you bought the insurance over the telephone, the *insured jewellery or watch* is described on the certificate sent to you.

**'Excess'**: refers to the amount you must pay in cash in the event that your claim is approved. Please see section 6 for the percentage applicable to you.

**'Premium'**: refers to the amount you pay to insure your *insured jewellery or watch*. We pay the *premium* over to the *insurer* on your behalf.

**'Public place'**: refers to any area that is: Accessible to the general public and/or not locked away behind lock and key, including, but not limited to your place of work, restaurants, stores, lobbies, malls, waiting rooms, public restrooms or bathrooms, places of worship, commercial establishments, offices educational facilities, health care and medical facilities, elevators, theatres and libraries.

**'Reckless'**: refers to when you act without due care, which means that you put the *jewellery or watch* in harm's way or in danger, careless of consequence. 'Recklessness' refers to gross negligence, which means a disregard for the consequence of your actions.

**'Safe place'**: refers to the *jewellery or watch* being worn on your person, stored somewhere in your home where you permanently live (but not in your garden, garage or in other domestic outbuildings) or locked away behind lock and key.

**'We', 'us', 'TEG' or 'Foschini Group':** (for South African customers) refers to Foschini Retail Group (Pty) Ltd (registration number 1988/007302/07), an authorised financial services provider, trading as American Swiss, Sterns, Mat & May and Foschini stores, which sells jewellery and watches (referred to in this policy as 'Foschini Group stores').

**'Finrite':** refers to *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 11 for details.

**'Wear and tear':** refers to *damage*, corrosion, depreciation or deterioration resulting from normal use and ageing.

**'You' or 'your':** refers to the person who took out the insurance with the *insurer* through *us*.

## 2. PAYING FOR THE INSURANCE (PREMIUMS)

### 2.1. How much you pay

The original selling price is the price at the time *you* bought the piece of *jewellery or watch*, including VAT and before any mark-downs. This means that *we* work out the premium according to the original selling price, not the price *you* may have paid if the *jewellery or watch* was on sale, however the maximum the *insurer* will spend to replace the *jewellery or watch* is R20 000.

#### 2.1.1 If you buy the insured jewellery or watch in cash:

If you insure your jewellery or watch for:

A fixed term of 12 months

You'll pay the following up-front:  
10% of the original selling price of the piece of *jewellery or watch*

If you insure your jewellery or watch for:

A fixed term of 24 months

You'll pay the following up-front:  
20% of the original selling price of the piece of *jewellery or watch*

#### 2.1.2 If you use your Foschini Group store account to buy the insured jewellery or watch:

Please see the "Amounts you must pay" section in the Schedule for the *premium* you must pay per month.

If *you* notify *us* (giving 30 days written notice) that *you* want to cancel *your* insurance policy, and *you* have chosen either the 12 month or 24 month option, *we* will refund

*you* if *you* paid the *premium* in cash, or if the *premium* was charged to *your Foschini Group* store account, *we* will credit *your Foschini Group* store account with a pro-rata portion of the un-expired *premium*. A *premium* refund will NOT be processed in the event of a claim being accepted or declined. No refunds are applicable to the month to month option.

#### 2.1.3 If you choose the month to month option

Please refer to the "Amounts you must pay" section in the Schedule for the *premium* you must pay per month.

#### 2.1.4 Value - Added Tax

All sums insured, amounts and limits reflected in the policy and *TFG* credit facility statements of account are inclusive of Value - Added tax.

In terms of a ruling issued by the South African Revenue Service, the 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.

### 2.2. How to pay

#### 2.2.1 If you choose the fixed period 12 or 24 month option, you may pay the premium in cash or by using your Foschini Group store account, and the following conditions will apply:

##### If you buy the insured jewellery or watch in cash

*You* pay your premium up-front in cash when *you* buy the *jewellery or watch*.

##### If you use your Foschini Group store account to buy the insured jewellery or watch

The *premium* is charged to *your Foschini Group* store account in advance when *you* buy the *jewellery or watch*. *You* pay a portion of it off each month; this is referred to as an instalment. The instalment for *jewellery or watch* insurance is added to *your* full instalment under the store account. It is shown on *your* statement as an item *you* bought.

By agreeing to the insurance cover and where *you* choose to use *your Foschini Group* store account, this is regarded as *your* consent for *us* to debit and collect the *premium* from *your Foschini Group* store account on *your* behalf when it is due. After this, in addition to this policy, the terms and conditions that apply to *your Foschini Group* store account will also apply.

**The interest you pay:** If *you* pay interest on the money *you* owe on *your* store account, *you* will pay the

same interest rate on *your* monthly insurance instalment. *We* will retain this interest.

#### 2.2.2 If you choose the month to month option, you may pay the premium via debit order or by using your Foschini Group store account, and the following conditions will apply:

##### If you pay the monthly premium via debit order

*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 the policy ends. **See section 8 below for details on the circumstances when the policy will end.**

**Bank charges:** *You* will be responsible for the payment of any bank charges associated with the monthly debit order.

##### If you use your Foschini Group store account to pay the monthly premium

*You* consent to *us* debiting and collecting the *premium* from *your Foschini Group* store account each month until the policy ends. The *premium* for *jewellery or watch* insurance is added to *your* full instalment under the store account. After this, in addition to the policy, the terms and conditions that apply to *your Foschini Group* store account will also apply.

**The interest you might pay:** *We* pay the *premium* to the *insurer* on *your* behalf and *we* debit same from *your Foschini Group* store account. *Your Foschini Group* store account is a credit facility which may attract interest. Where the debit of the *premium* from *your Foschini Group* store account results in an interest bearing debt in terms of *your Foschini Group* store account terms and conditions, *you* will be liable for this interest, which will be retained by *us*.

### 2.3 If you don't pay, we'll stop your insurance

#### If you pay by means of your Foschini Group store account:

*We* only pay out for an insurance claim if *your Foschini Group* store account instalment and *premium* is up to date (depending on which option *you* have chosen). If *your* instalment and *premium* is not up to date on the date of the loss, theft or *damage*, *you* will have a grace period of 30 days to bring it up to date. If payment is not made within that 30 day period, the insurance ends and cover will have stopped at midnight on the last day of the last month for which the full instalment and *premium* was received. *We* will not accept *your*

claim if *your* instalment and *premium* has not been paid. *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 *Foschini Group* store account is paid.

If your *Foschini Group* store account is frozen because of debt review proceedings under the National Credit Act or for any other reason, we cannot debit and collect the instalment and *premium* from your *Foschini Group* store account. The insurance will therefore end and *you* will not be covered in terms of this policy

**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.

**3. WHAT WE INSURE**

**Damaged jewellery or watches**

We repair or, if that's not possible, replace *insured jewellery or watches* if it's damaged. If we cannot replace it with exactly the same item, we replace it with a similar item of the same original selling price. Similar items cannot be marked-down or on promotion. We do not offer cash, credits to *your* account, gift vouchers, gift cards, or jewellery or watches that is not similar to the item that needs to be replaced. If *you* want the same item as a replacement item and it is still available, but has increased in price, the difference between the original selling price of the item and the new selling price will be for *your* account. That means that *you* will have to pay in the difference. Where the same item is available, but has decreased in price, the difference in price, when the item has to be replaced, *you* will not receive payment of the difference in price and it will also not be credited to *your* account. If the *insured jewellery or watches* is damaged because of a defect in it, because of the quality of its materials or because of the way it was made, *you* must take it to

*your Foschini Group* store. We may decide to repair or replace it under *our* returns policy. In this case, *you* do not have to use this insurance to have it repaired or replaced.

**Lost or stolen jewellery or watches**

We replace *insured jewellery or watches* if it is lost or stolen. If we cannot replace it with the exact same item, we replace it with a similar item (for example, we will replace *your* ring with another ring and not with a necklace) of the same original selling price. Replacement items cannot be marked-down or on promotion. We do not offer cash, credits to your account, gift vouchers, gift cards, jewellery or watches that is not similar to the item that needs to be replaced. If *you* want the same item as a replacement item and it is still available, but has increased in price, the difference between the original selling price of the item and the new selling price will be for *your* account. That means that *you* will have to pay in the difference. Where the same item is available, but has decreased in price, the difference in price, when the item has to be replaced, *you* will not receive payment of the difference in price and it will also not be credited to *your* account.

**Make sure you understand when we will not accept claims**

This is explained in section 7, 'When we do not accept claims'.

**4. YOUR DUTIES**

**4.1. You must take care of your jewellery and/or watches**

*You* have a duty to take care of the *insured jewellery or watches* and not to act recklessly with it. For example:

- Always store *your jewellery or watch* in a safe place.
- Keep *your jewellery or watch* away from direct sunlight or other harmful conditions.
- Never let children play with *your jewellery or watch*, as they can easily damage or lose it.
- Don't leave *your jewellery or watches* unattended in a public place.
- If *your jewellery or watch* is lost or damaged because of something that happened while *you* were under the influence of alcohol or drugs, *your claim* will not be paid.

**4.2. You must tell the truth**

1. *You* must always give us information that is to the best of *your* knowledge:

- True and correct.
  - Complete. Make sure nothing is missing.
2. If *you* do not give true, correct and complete information, we may:
- End *your* insurance policy.
  - Refuse to pay out a claim.

3. *You* must not commit fraud or make a fraudulent claim.

If *you* do commit fraud or submit a claim that is in any way fraudulent, we will lay charges with the police, end *your* insurance policy and not pay out the insurance claim. We will also not give *you* back any of *your premiums* paid.

**5. CLAIMING**

**The insurer will deal only with you**

The *insurer* will deal with claims made by *you* only. It will not consider a claim made by someone else, whether on *your* behalf or not.

**5.1. How to claim**

1. Within 48 hours of the *damage*, loss or theft *you* must go to the police. *You* will have to sign an affidavit at the police station providing full details of the cause of the *damage*, loss or theft. If the *insured jewellery or watch* was lost or stolen, *you* must also get a police case number.

2. **Within 30 days** of the date the *insured jewellery or watch* was damaged, lost or stolen, *you* must go to *your* nearest *Foschini Group* store:

- **For claims for loss or theft**, *you* must take your affidavit, the police case number and proof of ownership (for example, the sales docket *you* got when *you* bought the *insured jewellery or watch*).
- **For claims for damage**, *you* must take your affidavit and proof of ownership (for example, the sales docket *you* got when *you* bought the *insured jewellery or watch*) as well as the damaged *insured jewellery or watch*. *You* must hand the damaged *insured jewellery or watch* to the *Foschini Group* store staff. The store staff will send it to the *insurer* to support *your* claim.

3. Fill in a claim form. The *Foschini Group* store staff will help *you* fill in the form and will fax or email it, along with any other documents, to our Claims Administration Department.

**5.2. We may do a full investigation to assess your claim**

We or the *insurer* may do an investigation to assess *your* claim.

We may:

- Appoint an investigator;
- Interview any witnesses or other people involved;
- Ask for all related claims made to other insurance companies;
- Ask for copies of police documents;
- Ask for details of other items that may have been lost, damaged or stolen at the same time;
- Ask *you* to take a lie detector test. *You* do not have to take these tests. We cannot reject *your* claim because *you* did not take a lie detector test or because *you* failed a lie detector test;
- If *you* failed to report the loss or theft of the *insured jewellery or watch* to the police within 48 hours and to us within 30 days, we may ask *you* for an additional affidavit explaining why *you* failed to do so, in which case the processing of *your* claim will be delayed.

**5.3. If we accept your claim**

*You* will have to pay a certain amount towards each approved claim. See section 6, 'How much *you* pay towards each claim (the excess)'.

**5.4 Claims Process**

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

**60 days to collect the repaired or replacement jewellery or watch item(s)**

If we accept *your* claim, the *Foschini Group* store where *you* made the claim, will phone *you* to come and collect *your* repaired *jewellery or watch* or the replacement *jewellery or watch*. *You* must collect it from this store, which is the *Foschini Group* store where *you* made the claim, and within 60 days of the store having phoned *you*. When *you* accept a replacement for a damaged item, the *insurer* becomes the owner of the damaged piece of jewellery or watch. *You* must give the damaged piece of *jewellery or watch* and *your* original sales docket to the store staff. If the *insurer* replaces a damaged *jewellery or watch* item, or a lost or stolen *jewellery or watch* item is found after it has been replaced, the original or remaining *insured jewellery or watch* is the property of the *insurer*.

**The insurer may bring legal proceedings in your name**

The *insurer* may bring legal proceedings in *your* name to recover lost or stolen *jewellery or watch*. If the *insurer* decides to do this, *you* must provide all the help requested by it. *You* may not conduct legal proceedings in *your* own name unless the *insurer* gives permission to *you* in writing.

**5.5. If we reject your claim**

The *insurer* must let *you* know in writing why *your* claim was rejected. If *you* do not agree with its reasons, or if *you* want to complain, see section 10.

If the *insurer* does not accept *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 11.

**6. HOW MUCH YOU PAY TOWARDS EACH CLAIM (THE EXCESS)**

The *excess* is the amount *you* will have to pay if *your* claim is accepted:

**If this is your:**

First claim that we accept

**You'll pay:**

10% of the original selling price of the *insured jewellery or watch*

**If this is your:**

Second claim that we accept

**You'll pay:**

20% of the original selling price of the *insured jewellery or watch*

**If this is your:**

Third or further claims that we accept

**You'll pay:**

30% of the original selling price of the *insured jewellery or watch*

The original selling price is the price at the time *you* bought the piece of *jewellery or watch*, including VAT and before any mark-downs. This means that we work out the *excess* according to the original selling price, not the price *you* may have paid if the piece of *jewellery or watch* was on sale.

We will count claims in the following way: Each separate incident that caused the loss, *damage* or theft, and where we accept the claim, will be regarded as one claim even if *you* lost more than one item in the incident. In other words, *your* first claim for the first incident will mean *you* must pay a 10% *excess* for all the

items lost, damaged or stolen and that we agree to cover. *Your* second claim will be for the second incident and there will be a 20% *excess*. Any loss, *damage* or theft after this leading to a claim that we accept, will be seen as a further claim and *you* will have to pay an *excess* of 30%. Incidents may involve insured *jewellery or watches* that are insured with us under separate policies; each separate incident (irrespective of what policies the insured *jewellery or watches* may fall under with us) will be seen as an incident and as one claim where the claim is accepted by us.

**7. WHEN WE DO NOT ACCEPT CLAIMS**

**7.1. If the jewellery or watch goes missing from any unattended vehicle**

We will not accept any claims for *jewellery or watch* items that go missing from any unattended vehicle, including cars, caravans, trailers or boats.

**7.2. If the loss or damage is caused recklessly or deliberately**

We do not accept claims if the *damage*, loss or theft was caused by reckless or deliberate acts. Below are a few examples to help *you* understand what we mean, but other incidents or situations will arise:

- If *you* did not store the *jewellery or watch* in a safe place;
- If *you* overwound the *watch*;
- If *you* exposed the *watch* to water (causing water *damage* to the *watch*), except where the manufacturer's specifications state that the *watch* is waterproof;
- If *you* left the *insured jewellery or watch* unattended in a public place;
- If *you* let children play with the *insured jewellery or watch*;
- If *you* kept your *jewellery or watch* in the direct sunlight or in other harmful conditions; or
- If the *insured jewellery or watch* was lost or damaged because of something that happened while *you* were under the influence of alcohol or drugs.

**7.3. If the jewellery or watch is confiscated lawfully**

We do not accept claims for loss or *damage* that happened because the *insured jewellery or watch* was confiscated or kept:

1. by customs officials
2. because of any process of law.

**7.4. If the jewellery or watch is insured by another insurance policy**

You may not claim from more than one insurer for the same item of insured jewellery or watch.

**7.5. For Some types of damage**

We do not accept claims for damage caused by:

- Wear-and-tear;
- Cleaning, repairing or restoring;
- Rust or mildew;
- Weather conditions, such as humidity or rain; or
- Moths or vermin (for example, rats).

**7.6. Consequential loss**

Consequential loss is a loss that could arise after you have suffered a direct loss. For example, say your house burns down and your insured jewellery or watch is damaged. This damage is the direct loss. You can claim for the insured jewellery or watch. However, for example you work as a model, and you need the insured jewellery or watch for a modelling job the next day – without the jewellery or watch, you cannot do the job and don't get paid. The income you lost as a result of your insured jewellery or watch having been damaged is consequential loss. You cannot claim for consequential loss.

**7.7. Damage or loss from war, riots or terrorism**

We do not accept claims arising from loss or damage caused directly or indirectly by:

1. War and warlike activities, for example invasion, acts of foreign enemies, hostilities or civil war (whether war is declared or not).
2. Any act to overthrow or influence any state, government, national, provincial, local or tribal authority, with force or by fear, violence or terrorism. This is whether you act for yourself or for an organisation, group or person. This includes mutiny, martial law, military uprising, state of siege, insurrection, rebellion or revolution.
3. Any act of, or intended to bring about, civil commotion, labour disturbances, riots, strikes, lock-outs or public disorder.
4. Nuclear risks

**8. START DATES, END DATES, CHANGES TO THIS INSURANCE**

**8.1. When this insurance starts**

The insurance starts on the date shown on the sales docket or on the certificate.

**8.2. When this insurance ends:**

**(a) If you die:**

Your insurance in terms of the insured jewellery or watch will end on the date of your death.

**(b) If your claim under the policy is declined**

Your insurance in terms of the insured jewellery or watch will end.

**(c) When your claim to replace the insured jewellery or watch is approved and you have selected the 12 or 24 month option:**

If your claim to replace the insured jewellery or watch is approved, this insurance ends.

**(d) If you or the insurer cancel the policy, giving 30 days notice:**

The insurer, through us, must give you 30 days notice in writing if it wishes to cancel this policy. You may end this insurance by giving 30 days written notice to us.

**(e) If you don't tell us the truth:**

We can end your insurance policy if you don't give us true, correct and complete information (see section 4.2 'You must tell the truth').

**(f) If you chose the 12 or 24 month fixed term option:**

The insurance automatically ends after 12 months or 24 months, depending on the number of months you chose. Please see your policy Schedule and certificate.

**(g) If you used your Foschini Group store account to pay the premium:**

We do not pay out claims unless your store account is up-to-date, because it means that your instalment and premium has not been paid. You will not be given any warning that the insurance will end if you do not pay in time. You will have 30 days from the date of the loss, theft or damage to bring your instalment and premium up to date, and if you do not do so within 30 days of the loss, theft or damage, the insurance ends and cover will have stopped at midnight on the last day of the last month for which the full instalment and premium was received. The insurance will not start again automatically when the amount due on your Foschini Group store account is paid up to date. Your

insurance will automatically end if your store account is frozen because of proceedings related to the National Credit Act; or if your Foschini Group store account is terminated or closed.

**(h) If you pay the premium by means of 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.

**8.3. Changes must be in writing**

Any changes to the insurance policy must be in writing and signed by the insurer. Any changes not in writing and signed by the insurer will not be valid.

**8.4. If we allow you any indulgences, it does not affect our rights**

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

**9. INFORMATION WE MUST GIVE YOU (DISCLOSURE NOTICE)**

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

**9.1. Your right to full information**

**We must tell you about any important changes with regards to ourselves or the insurer**

If we give you this information 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 we or the insurer wants to cancel this policy, or if any important changes have been made to the policy.

**Your insurer must give you certain information directly**

The insurer 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.

**We will provide you with a copy of the policy free of charge**

This is your free copy of the insurance policy.

**9.2. 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 regard 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.

This insurance is an optional and additional product. We offer the product, but it is your decision whether to take it up or not.

**9.3. 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 or anyone else) relating to any claims under this policy.

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.

**10. COMPLAINTS**

For queries regarding insurance complaints, or for a copy of TFG's Complaints Resolution Policy, please call 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: Mutual & Federal Complains procedures are available on [www.mf.co.za](http://www.mf.co.za)

under "Contact Us" option. Email: [complaints@mf.co.za](mailto:complaints@mf.co.za) | Tel: 0860 634 357 | Post: Mutual & Federal P O Box 1120 Johannesburg 2000. If the insurer cannot help you satisfactorily, then you may send your written complaint to the following regulators:

**10.1. 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, 2107  
Tel: +27 11 726 8900  
Fax: +27 11 726 5501

**10.2. Registrar of Short-Term Insurance**

The Registrar is available to help you if any complaint to us, the administrator or the insurer has not been resolved to your satisfaction.

Financial Services Board  
Tel: +27 12 428 8000  
Fax: +27 12 347 0221  
P O Box 35655, Menlo Park, 0102

**10.3. 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: +27 12 470 9080/99  
Fax: +27 12 348 3447  
Toll free: +27 860 324 766  
email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

**11. THE PARTIES**

**11.1 The insurer**

Mutual and Federal Risk Financing Limited,  
152 Bryanston Drive, Bryanston, 2191  
Postnet suite # 106, Private Bag X 21 Bryanston 2021  
Tel: +27 11 374 9111  
Fax: +27 11 374 2461  
[www.mf.co.za](http://www.mf.co.za)  
Company registration number 1966/01074  
Compliance officer:  
Tel: +27 11 374 9111  
Fax: +27 11 374 2997  
Email: [compliance@mf.co.za](mailto:compliance@mf.co.za)  
Authorised Financial Services Provider #12  
VAT number: 4530112483

**11.2 The administrator (Finrite)**

(Finrite manages the data capturing of new policies on behalf of us.)  
Finrite Administrators (Pty) Ltd  
Property Park, 389c Ontdekkers Road, Florida, 1709  
P O Box 22524, Helderkruijn, 1733  
Call Centre +27 861 663 266  
Call Centre Fax +27 860 109 299  
Email: [intouchfg@finrite.co.za](mailto:intouchfg@finrite.co.za)  
Switchboard: 011 375 1888  
Fax: +27 11 475 7682  
Email: [info@finrite.co.za](mailto:info@finrite.co.za)  
Company Registration No:

2014/270128/07  
Authorised Financial Services Provider #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](mailto:mornes@finrite.co.za).

If you have a complaint, you can contact Finrite at [complaints@finrite.co.za](mailto: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)

**11.3 The intermediary (we, us or TFG) Foschini Retail Group (Pty) Ltd**

340 Voortrekker Rd, Parow East, 7500, Cape Town  
P O Box 6020, Parow East, 7501, Cape Town  
Tel: +27 21 938 1911  
Fax: +27 21 937 5284  
Compliance Officer: +27 21 938 1911  
Company Registration No: 1988/007302/07  
Authorised Financial Services Provider #32719 in terms of the Financial Advisory and Intermediary Services Act  
VAT number 4210187250  
Registered Credit Provider NCRCP 36

**11.3.1 Our legal status**

Foschini Retail Group (Pty) Ltd, is 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 concluded. We have an intermediary agreement with Mutual and Federal Risk Financing 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 Mutual and Federal 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.) In the event of general queries, or for a copy of TFG's Conflict of Interests Policy, please call Customer Services on 0860 576 576.

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

**11.3.2 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.

This fee does not increase the cost of *your* insurance

The *premium* includes VAT, the commission and the administration fee.

### **11.3.3 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.