

<p style="text-align: center;">TFG (“The Foschini Group”) The Foschini Group Legal Protection Plan Platinum Plus Membership Guide (the/this “Product”)</p>
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1. INTRODUCTION

Congratulations on your Foschini Group Legal Protection Plan Platinum Plus membership! Now you can gain a better understanding of and appreciation for your legal rights and rely on LIPCO to assist you in enforcing these rights.

This membership guide contains the terms and conditions of your membership. Should you have any difficulty in understanding any of the sections, please phone **0861 534 367**.

2. IMPORTANT DEFINITIONS

For the purpose of this membership guide the following definitions shall apply:

2.1 MEMBER:

Membership shall be comprised of yourself (the “main member”), the Foschini customer who signed up for these benefits as well as your legal/traditional spouse (limited to one spouse only) PLUS any number of dependent children (i.e. unmarried and unemployed) under the age of 25 (twenty-five) years, who are permanently resident and domiciled within the borders of South Africa and who are not fugitives from justice.

KINDLY NOTE: You, the Foschini customer will be regarded as the main member and your spouse and children as dependants.

- *Any reference to ‘dependant’ shall mean ‘financially dependent.’*
- *The main member has the responsibility to provide LIPCO with the identity numbers/birth certificates of all dependants on request.*
- *A dependent child will be disqualified for assistance under the main member’s membership when he/she commences employment, unless such dependent child remains a fulltime student and is only employed on a part-time basis. Once disqualified as a dependent, the child will never again be regarded as a dependent under this membership, even if he/she becomes unemployed at a later stage.*

- *Stepchildren will only be assisted as dependents in terms of this membership if they are entirely dependent on the main member, permanently stay with him/her under the same roof and no maintenance is received from the natural non-custodian parent in regards to them.*
- *Should the main member get married after his/her commencement date, his/her new spouse's (including new dependents') commencement date will be the date of marriage and will not be backdated to the main member's commencement date.*

2.2 FOSCHINI:

This Product is brought to you by *Foschini Retail Group (Pty) Ltd (1988/007302/07)*, who is also the administrator of the Legal Insurance Benefit mentioned herein. *Foschini Retail Group (Pty) Ltd (1988/007302/07)* is an authorised financial services provider with FSP number 32719.

2.3 LIPCO:

LIPCO Group (Pty) Ltd (2001/014508/07) is an authorised financial services provider with FSP number 7508 and has been appointed by Guardrisk as underwriting manager for this product. LIPCO is furthermore contracted by Foschini to manage and coordinate all legal and mediation services referred to in this membership guide.

2.4 GUARDRISK:

Guardrisk Insurance Company Limited (1992/001639/06) underwrites the Legal Insurance Benefit contained in this membership. *Guardrisk Insurance Company Limited (1992/001639/06)* is an authorised financial services provider with FSP number 75.

2.5 COMMENCEMENT DATE:

The commencement date of this Product is the date of your acceptance of the Foschini Group Legal Protection Plan Platinum Plus. This date will change from time to time and be re-set under certain circumstances, e.g. when you change to an alternate membership package in terms of 9.13 below. Further, when you get married, your spouse will have a different commencement date to you.

2.6 CAUSE OF ACTION:

For purposes of this document, the origin of the cause of action shall be regarded as the initial event that led to the member requiring legal assistance. This will also include alleged events (e.g. alleged assault).

3. THE FOSCHINI GROUP LEGAL PROTECTION PLAN PLATINUM PLUS STRUCTURE

3.1 LEGAL SERVICE BENEFITS

3.1.1 THE LEGAL EMERGENCY BENEFIT

The Legal Emergency Benefit entitles the member to 24 hour telephonic legal advice on any legal emergency that requires immediate legal assistance (e.g. a bail application over a weekend). This benefit entitles the member to immediate advice by phoning the emergency numbers indicated on the membership card. These lines are however reserved for legal emergencies only and if, in LIPCO's discretion, the matter is not of an urgent nature and can be resolved during normal office hours, the member will be required to phone back at another time in order to be assisted under the Basic Benefit.

Services under the Legal Emergency Benefit will be rendered 24 hours a day from Mondays to Sundays (including all public holidays).

3.1.2 THE BASIC BENEFIT:

The Basic Benefit entitles the member to telephonic legal advice (including labour advice) for the full term of membership on private legal matters (including labour matters), irrespective of whether the cause of action originated before or after becoming a member. Assistance under the Basic Benefit is limited to telephonic advice only.

Services under the Basic Benefit will be rendered between 08h00 and 16h30 from Mondays to Fridays.

3.1.3 THE MEDIATION BENEFIT:

The Mediation Benefit entitles a member to an unlimited amount of telephonic mediations as well as two (2) personal, face to face consultations per year with a legal advisor / mediator at a LIPCO office by appointment, on any matter mentioned in clause 7 hereof, where the cause of action arose after the commencement date of the membership.

LIPCO does its utmost to solve any problem under the Mediation Benefit by way of opening files on behalf of the member, sending letters/faxes to the person/party with whom the member has a dispute, making telephone calls and sending emails. In other words, the member is NOT only telephonically advised, but LIPCO's mediators will take all reasonable steps (subject to the limits contained herein) on behalf of the member to settle the matter with any third party (e.g. a bank, insurer, neighbour, employer, attorney, creditor, police officer etc.). LIPCO will assist the member in his/her personal capacity (excluding where the member is operating a business as a sole proprietor) with

legal problems (including labour problems) up to the point where litigation is inevitable or where formal mediation proceedings, as provided for in the statutory Court Rules, commence. Commercial matters are excluded. The decision as to whether litigation is inevitable or whether formal mediation proceedings are required will be in the sole discretion of LIPCO, Foschini and / or Guardrisk.

Services under the Mediation Benefit will be rendered between 08h00 and 16h30 from Mondays to Fridays.

3.2 THE LEGAL INSURANCE BENEFIT:

The Legal Insurance Benefit entitles the member to legal assistance with litigious matters for criminal or civil action instituted by and/or against the member, including opposed divorce matters for the main member only, where the cause of action originated after expiry of a 1 (one) month waiting period (calculated from the commencement date or the date of changing to this membership, whichever is applicable). Subject to the exclusions mentioned in Clause 11 below, the member will only be covered for litigation in matters specified in clause 8 hereof.

3.2.1 BAIL COVER BENEFIT:

The Bail Cover Benefit entitles the member to payment of bail to the court of up to R5 000 per membership per year (only if the bail application was also covered by this Product) and provided that bail is set at an amount not exceeding R5 000 (i.e no pro rata bail will be paid where the total amount set exceeds R5 000). Should the member fail to attend any court appearance, resulting in bail being forfeited, the member will be responsible for any losses suffered by Guardrisk.

3.2.2 OPPOSED DIVORCE COVER BENEFIT:

The Opposed Divorce Cover Benefit entitles the main member only to legal assistance in opposed divorce matters (ie: where a settlement has not been reached and either party to the divorce action has entered an appearance to defend the matter) instituted by or against the main member. This benefit is subject to a limit of R10 000 all – inclusive costs per year.

4. EXTENT OF LIPCO'S SERVICES

LIPCO undertakes, subject to the provisions hereof, to render legal advice, mediation, and litigation assistance to the member, subject to the continued monthly payments made to Foschini.

5. HOW TO USE THESE BENEFITS

STEP 1

Should a member encounter a legal problem (including a labour problem) during the course of membership, the matter must be reported to LIPCO as soon as the member first becomes aware of it. If a matter is not reported to LIPCO within 30 (thirty) days of the member first becoming aware of it, LIPCO will have the discretion to reject any assistance under this Product.

Easy access to LIPCO is facilitated in that a member can phone the LIPCO contact centre on 0861 534 367, or SMS the main member's TFG credit facility account number or this membership number and 'TFG Legal' to 30838 and LIPCO will contact the member within 24 hours. The member can also email LIPCO at TFGlegal@lipco.co.za. If a member wishes to make use of the Legal Emergency Benefit or the Bail Cover Benefit, the member can phone LIPCO on 082 568 2676.

Kindly use the contact details as indicated on the membership card to report a new case and always have the main member's Foschini Group account number or this membership number available when interacting with LIPCO.

Neither LIPCO, Guardrisk nor Foschini shall be responsible for any legal fees directly or indirectly incurred by the member outside of the limits and scope of this Product, as contained in this membership guide.

LIPCO shall take the initial instruction from and discuss the problem with the member. If further information or documentation is required, the responsibility will be on the member to provide such information or documentation on LIPCO's request.

It is further expected from the member to contact LIPCO on a regular basis for feedback on his/her case. LIPCO will only contact the member if more information is required or if relevant feedback needs to be communicated to the member.

STEP 2

If the matter is a general problem, LIPCO shall initially, subject to any limitations set by any South African statute or other instance which is applicable to LIPCO, attempt to solve the problem under the Mediation Benefit by means of telephonic communication, written correspondence or whatever other steps are deemed necessary in the exclusive discretion of LIPCO and at no additional costs to the member.

STEP 3

In the event that the member's problem cannot be solved through the method mentioned above (i.e. under the Basic Benefit or the Mediation Benefit) and the member needs further representation, LIPCO will, subject to any limitation and/or exclusion mentioned in this Product, arrange for a qualified legal practitioner to represent the member under the Legal Insurance Benefit. Should the member not qualify for the Legal

Insurance Benefit, he/she will be given the option of being referred at his/her own cost to one of LIPCO's panel attorneys at pre-arranged reduced rates.

6. WAITING PERIODS

6.1 LEGAL EMERGENCY BENEFIT:

This benefit commences with effect from the commencement date of membership with no waiting period applicable.

6.2 BASIC BENEFIT:

This benefit commences with effect from the commencement date of membership with no waiting period applicable.

6.3 MEDIATION BENEFIT:

The Mediation Benefit will commence with effect from the commencement date of membership, with no waiting period applicable, but LIPCO will only enter into mediation and render assistance under this benefit if the cause of action arose after the commencement date.

6.4 LEGAL INSURANCE BENEFIT (INCLUDING BAIL COVER BENEFIT AND OPPOSED DIVORCE COVER BENEFIT):

The Legal Insurance Benefit (including the Bail Cover Benefit and Opposed Divorce Cover Benefit) commences after expiry of a 1 (one) month waiting period, calculated from the commencement date of membership or the date of changing to this membership (whichever is applicable), subject thereto that the provisions of this Product do not limit or exclude cover.

7. MATTERS INCLUDED UNDER THE MEDIATION BENEFIT

Subject to the terms and conditions of this Product, the following matters shall be included under the Mediation Benefit:

- 7.1** Assistance with written representations and settlement negotiations in both criminal as well as labour matters. This includes telephonic mediation and negotiation with the relevant authorities (e.g. an investigating officer to release the member on bail/warning when arrested);
- 7.2** Mediation in civil matters where the member wants to institute a claim or defend an action against him/her (based on contract or delict);
- 7.3** Mediation in family related matters, e.g. maintenance and divorce settlements;

- 7.4** Assistance with the following agreements for the member in his/her personal capacity (i.e. not business related) will also be covered under the Mediation Benefit:
- 7.4.1** Contracts of sale for movable as well as immovable property where the property is situated within the borders of the Republic of South Africa;
 - 7.4.2** Employment contracts for domestic workers;
 - 7.4.3** Settlement agreements relating to a mediation matter handled on behalf of the member under this Product;
 - 7.4.4** Acknowledgments of debt;
 - 7.4.5** Rental agreements;
 - 7.4.6** Standard wills (i.e. member to provide executor, establishment of a trust not required);
- 7.5** One TransUnion credit check per member per year, on the member's own credit profile.
- 7.6** Kindly Note: Assistance under this Mediation Benefit includes informal mediation via correspondence only and excludes formal mediation services as contemplated in the Court Rules as this will be covered under the Legal Insurance Benefit (see 8.8).

8. MATTERS INCLUDED UNDER THE LEGAL INSURANCE BENEFIT

- 8.1** Representation in **civil actions** instituted by or against the member in any South African court;
- 8.2** Representation in **bail applications**;
- 8.3** Representation in **criminal matters** instituted against the member in any South African Court;
- 8.4** Representation in **unopposed (undefended) divorce matters**. I.e. where a settlement was signed by both parties before/after receiving summons and neither party entered a notice to defend the matter;
- 8.5** Representation in **opposed (defended) divorce matters (for the main member only)**. I.e. where a settlement was not reached and either party to the divorce action has entered an appearance to defend the matter);
- 8.6** Representation in **maintenance matters** relating to the main member's minor children where the other party to the dispute is represented by a legal practitioner;
- 8.7** Registration of an **antenuptial agreement** (marriage agreement) for the main member;
- 8.8** Representation at a formal mediation where such mediation is facilitated by The Department of Justice and Constitutional Development and conducted in accordance with the relevant Court Rules, provided that reasonable prospects of success as contemplated in clause 11.3 exist (i.e. the member stands a chance to win the case if it goes to trial). Legal expense cover under these circumstances will include the member's contribution

towards the mediator's fees, as well as the member's representative's fees, subject to the limits of this Product.

8.9 Payment of **bail**, limited to the amount of R5 000 per membership per year. The Bail Cover benefit will only be paid out if the bail application was also covered by this Product and provided that the total bail amount set does not exceed R5 000.

8.10 Application for the rescission of a Magistrate's Court judgement, provided the following criteria are met:

8.10.1 - the judgement was granted after expiry of the 1 (one) month waiting period; and

- the member can prove a bona fide (true) defence to the summons which led to the granting of the judgement. The decision as to whether the member can prove a bona fide defence will rest solely in the discretion of LIPCO, the Foschini Group and / or Guardrisk; and

- the member informs LIPCO of the judgement within 10 (ten) days of the member first becoming aware of it; and

- the member meets all the requirements of the Magistrate's Court rules relating to rescission applications,

OR

8.10.2 the member against whom a default judgement was granted can prove that he / she has paid the judgement debt in full and / or obtained the judgement creditor's consent to the rescission of the judgement, provided that the judgement was granted after expiry of the 1 (one) month waiting period and the member meets all the requirements of the Magistrate's Court rules relating to rescission applications.

Applications for rescission of judgement under 8.10.2 above will be limited to 2 (two) applications per member per year, subject thereto that the provisions of this Product do not limit or exclude cover.

If the rescission of judgement application under this benefit is successful, any claim against this Policy to defend the summons which gave rise the rescinded judgement, will be subject to separate assessment under the terms and conditions of this Policy.

8.11 Representation by an attorney:

- 8.11.1** In disciplinary hearings where legal representation is allowed and where the member faces charges that may result in his/her dismissal; and
- 8.11.2** In arbitration proceedings under the auspices of the CCMA (Commission for Conciliation, Mediation and Arbitration), where such representation is allowed in law and where the matter arises (in LIPCO's sole discretion) from an unfair dismissal.

*KINDLY NOTE: any matter not specifically mentioned in this clause shall not be covered under the Legal Insurance Benefit. All litigation matters mentioned in this clause will be subject to the provisions of Clause 11 below, as well as a full merits assessment before the member will be entitled to assistance under the Legal Insurance Benefit. **The maximum cover under the Legal Insurance Benefit is R77 000 (seventy seven thousand rand) per membership per year. The Bail Cover benefit of R5 000 (five thousand rand) per membership per year and the Opposed Divorce Cover benefit of R10 000 (ten thousand rand) for the main member only are included in the Legal Insurance Benefit of R77 000 per membership per year.***

9 GENERAL CONDITIONS APPLICABLE TO ALL BENEFITS

- 9.1** The main member may periodically be notified of endorsements to this Product regarding the amount payable for the membership and the terms and conditions hereof. Payment of the amount payable for the membership subsequent to such notification will constitute acceptance of such endorsement.
- 9.2** The due observance and fulfilment by the member of the terms and conditions contained herein or endorsed hereupon, insofar as they relate to any obligation or compliance of the member and the truth of the details and statements supplied, shall be conditions precedent to any advice and assistance rendered by LIPCO. The member may be expected to sign an indemnity form if so required and deemed necessary in the exclusive discretion of LIPCO, in terms of which the member will undertake to repay any amounts already paid by Foschini on behalf of the member.
- 9.3** In the event of any matter likely to give rise to litigation, notification by the member shall be given to LIPCO as soon as he/she first realises that the matter is a legal problem that might lead to litigation and the member shall assist any LIPCO mediator with arrangements and all reasonable consultations that LIPCO requires from the member.
- 9.4** The member shall produce for inspection all books, statements, documents and/or records and give all information and explanations which are deemed reasonable and necessary by LIPCO, in order to assist the member under the Basic and/or Mediation Benefit and/or to determine the prospects of success of litigation.
- 9.5** Either the main member or Foschini may cancel membership, by giving 30 (thirty) days written notice at any time. Membership may also be cancelled by LIPCO with immediate

effect if a member becomes abusive towards any of LIPCO's employees and/or managers by swearing at them, shouting at them or refusing to give his/her cooperation to the mediator or legal practitioner attending to the member's matter.

9.6 If the amount payable for the membership is debited and collected from the main member's Foschini Group account, the following is applicable:

9.6.1 Legal advice and assistance according to the benefit structure will be available to the member if the main member's Foschini Group account is current and up to date and not in arrears.

9.6.2 If the main member's Foschini Group account is in arrears, but not yet suspended, the member will only qualify for the legal emergency benefit and no other benefits under this Product.

9.6.3 If the main member remains in arrears and does not meet the qualifying payment criteria for two months or more, the Product will be suspended until a qualifying payment is made and no benefits under this Product will be available to any member while the membership is suspended. A "qualifying payment" means a payment of at least 40% (forty percent) of the Foschini Group account instalment due for that particular month. Once the Foschini Group account is up to date, the Product shall be automatically reinstated. The member, however, will only qualify for all the benefits if the main member's Foschini Group account is fully up to date and no arrears are owing. If there are still arrears on the Foschini Group account, only the legal emergency benefit will be available to the member until such time as the main member's Foschini Group account is fully up to date. The date that payment was made to bring the Foschini Group account up to date will become the new commencement date of the Product. In effect this will mean that the member will once again be subject to the waiting period before commencement of the Legal Insurance Benefit.

Please note: The main member (i.e. the Foschini Group Account Holder) will be charged interest where Foschini's credit facility payment plan attracts interest and such interest will be retained by Foschini, and will be levied at the same rate applicable to the credit facility. The main member authorises Foschini to debit and collect the monthly payment, which includes the premium for the Legal Insurance Benefit, from his/her Foschini Group account, after which the Foschini Group account terms and conditions will apply in addition to the terms and conditions of this Product.

9.6.4 Any request for cover under the Legal Insurance Benefit shall be rejected if the main member's Foschini Group account is in arrears at the time of such request or was in arrears when the cause of action arose and such claims will accordingly remain rejected for the duration of membership. The period of insurance is each period of 1 (one) month for which a payment was received. Membership is therefore renewed on a month-to-month basis upon receipt of the payment for that specific month.

9.6.5 Should the main member's Foschini Group account reflect a zero balance, the amount for the Product will still be deducted.

9.7 If the amount payable for the membership is paid by means of a debit order, the following is applicable:

9.7.1 The main member authorises and requests Foschini, or its authorised representative, to draw against the personal bank account provided to Foschini telephonically, the amount necessary for payment of the amount payable for the membership as and when required and for the payment requested every month, until this Product is cancelled in writing.

9.7.2 The main member will be responsible for the payment of any bank charges associated with the monthly debit order.

9.7.3 Legal advice and assistance according to the benefit structure will be available to the member if the amount payable for the membership has been paid and is up to date and not in arrears.

9.7.4 If the amount payable for the membership is in arrears, but the Product has not ended, the member will only qualify for the Legal Emergency Benefit and no other benefits under this Product.

9.7.5 Any request for cover under the Legal Insurance Benefit shall be rejected if the amount payable for the membership is in arrears at the time of such request or was in arrears when the cause of action arose and such claims will accordingly remain rejected for the duration of membership. The period of insurance is each period of 1 (one) month for which a payment was received. Membership is therefore renewed on a month-to-month basis upon receipt of the payment for that specific month.

9.8 Any concession of a litigation matter shall not create a precedent and no variation of this Product shall be of any force or effect unless reduced to writing and approved by LIPCO.

9.9 Should it be possible for a member to claim damages through any form of insurance, the member would be obliged to claim such damages from such insurance or to first exhaust all remedies in terms of his/her insurance before claiming against this Product in terms of the Legal Insurance Benefit.

9.10 The fees of an expert witness, security for execution procedures, expert reports as well as any cost order awarded against the member, shall be for the member's own account.

9.11 Should a member approach LIPCO with a litigious matter, of which the facts are basically similar to a previous case reported by such member, LIPCO may, in its sole discretion, reject such claim in the following circumstances:

- If the reason for the case not being finalised initially, was due to the member's own motivation or failure to act according to LIPCO's advice; and/or
- LIPCO incurred expenses when the member was assisted with such matter initially. LIPCO does not pay legal fees duplicated by changing legal representatives or incurred because the member failed to cooperate with the legal representative handling the matter.

- 9.12** Benefits contained herein are exclusively for the member in his/her private and personal capacity and cannot be used for the purpose of his/her business, prospective business/commercial transaction or otherwise.
- 9.13** Should a member change his/her membership package to an alternate package (when such a package is launched in future by Foschini) at any stage of his/her existing membership, the waiting periods for such alternate product will be applicable to membership regarding any of the additional membership benefits. These additional benefits will not have any retrospective force (i.e. they may not be used to attempt to cover litigious matters that are not covered in terms of this Product before the commencement date of such alternate membership).
- 9.14** LIPCO shall not be liable for any advice given or representations handled by any of the legal practitioners contracted by LIPCO to render services under the Legal Insurance Benefit, as they are registered advocates/attorneys. By joining LIPCO the member indemnifies LIPCO against any claims resulting from advice given or acts performed by any of the legal practitioners contracted to advise or represent LIPCO members.
- 9.15** A member is not entitled to settle litigation without LIPCO's approval, unless such settlement includes the right of recovery of legal expenses already paid in terms of membership up to the date of settlement. Any settlement amount will first be used to refund all litigation expenses already paid by LIPCO in terms of membership, before the balance is paid over to the member.
- 9.16** Cover under this Product shall end:
- 9.16.1** Automatically, on the day that the main member's Foschini Group account is terminated or closed, or frozen as provided for in the National Credit Act 34 of 2005 (if the payment is debited and collected from the main member's Foschini Group account); or
- 9.16.2** If the amount payable for the membership is paid by means of a debit order, and the payment is not paid on the date that it was due to be paid as a result of the main member stopping the debit order payment, the Product will end at 16h00 on the date that the payment was due to be paid. From the second month of the currency of this Product, if the payment is not paid for any other reason than having been stopped by the main member, Foschini, or its authorised representative, will re-debit the payment in the following month, which means the payment will be billed twice, and should the outstanding payment not be paid when it is re-debited, the Product will be cancelled from the date the first unpaid payment was due to be paid; or
- 9.16.3** If Foschini ceases to participate in the Product; or

9.16.4 If the Product is terminated in writing,

whichever of the aforementioned events first occurs.

9.17 This Product does not cover nor make provision for assistance in disputes with LIPCO, Guardrisk or Foschini, or any claim against LIPCO, Guardrisk or Foschini. Should the member be an employee of Foschini, LIPCO will refer the member to the internal dispute resolution avenues of Foschini. Foschini will, for purposes of this clause, include Foschini Retail Group (Pty) Ltd, its holding company and all of its subsidiaries.

10. MATTERS ARE ONLY COVERED UNDER THE LEGAL INSURANCE BENEFIT, PROVIDED THAT:

- 10.1** The origin of the cause of action arose after the relevant waiting period;
- 10.2** The main member's Foschini Group account is current and not in arrears (if the payment is to be debited and collected from the main member's Foschini Group account);
- 10.3** A successful merit assessment has taken place (i.e. prospects of success relevant);
- 10.4** Representation is within the borders of the Republic of South Africa;
- 10.5** The matter is not specifically excluded under clause 11 hereof.

11. SPECIFIC EXCLUSIONS:

The following matters will be excluded under the Legal Insurance Benefit. If no informal mediation/advice/assistance is possible, the matter will also be excluded under the Mediation Benefit:

- 11.1** Where representation is required outside the borders of the Republic of South Africa or where any party to a dispute resides or is domiciled outside the borders of the Republic of South Africa;
- 11.2** Litigation, where the origin of the cause of action was established prior to the expiration of the waiting period;
- 11.3** Where reasonable prospects of success do not exist. All legal insurance claims are considered, bearing in mind the prospects of success. This means that if, in LIPCO's Merits Committee's discretion, a member provided insufficient information to convince the Merits Committee that the member will win the case, the claim will be repudiated. Also refer to clause 9.4 of this Product where it is clearly stated that it remains the member's responsibility to provide LIPCO with all relevant information to determine the prospects of success. Obtaining the relevant information (e.g. statements, contracts, reports, contents of a docket etc.) remains the member's responsibility and the cost thereof shall not be covered by this Product. Should it, at any time, become apparent that the member provided LIPCO with false

information/statements, LIPCO may, in its sole discretion, claim back any amounts already paid and cancel membership with immediate effect. LIPCO may also require an indemnity document to be signed in cases where the merits of a specific case are in doubt;

- 11.4** A dispute between the member and LIPCO or between the member and Foschini, and/or any agent/employee/consultant instructed by LIPCO to act on the member's behalf, including a dispute as to the merits and/or the quantum of a claim;
- 11.5** Acts performed by the member in the course of the member's existing or prospective business or commercial transactions related to such business;
- 11.6** Any cession, assignment or delegation, the result and/or purpose of which is to bring any matter within the ambit of this Product;
- 11.7** Political activities by the member in any government, local and/or tribunal authority;
- 11.8** Matters relating to negligence or acts performed by the member or the member's dependants whilst under the influence of alcohol and/or any type of drug (i.e. drunk driving and driving while under the influence of alcohol or drugs, etc);
- 11.9** Acts performed by the member amounting to gross negligence and/or malice where the member intentionally disregarded the law, realising the possible consequences of his/her actions at the time of the incident. LIPCO will also not cover a member for a guilty plea under these circumstances, unless the member can provide a reasonable explanation for his/her actions that will convince LIPCO that he/she acted reasonably under the circumstances. If the member fails to provide such explanation which, in LIPCO's sole discretion, could eliminate the presumption of malice and intent, the matter may be excluded. This will also be the case where a member is continuously charged with the same or similar offence within a 12 (twelve) month period without providing a valid defence for his/her actions;
- 11.10** Civil commotion, labour disturbances, riots, public disorder, unlawful strikes, lock-out and civil disobedience;
- 11.11** War, invasion, acts of foreign enemies, hostilities or warlike operations, mutiny arising;
- 11.12** Matters that fall within the jurisdiction of any community court where members of the public appear without legal representation, such as the Small Claims Court;
- 11.13** Any matter (other than those mentioned in clauses 8.4 - 8.6), arising out of a family relationship or any affectionate relationship (e.g. opposed divorce matters for members other than the main member, custody, maintenance, adoption, domestic

violence, motion applications or any claims amongst spouses, lovers, ex-spouses or ex-lovers);

- 11.14** Any self motivated or business related application or registrations (e.g. licenses, patents, copyright, etc.);
- 11.15** Any formal application, whether of a civil, family, criminal or labour nature where such application arises from the member's own motivation (e.g. interdict, sequestration, rehabilitation, promotion, Rule 43 application in divorce proceedings etc.) and the main objective of such application is to put the member in a better financial and/or reputable position;
- 11.16** Winding up of estates and matters regarding the establishment of a trust;
- 11.17** A civil claim based on a mere oral agreement and the member can provide no written and signed proof of the terms and conditions of such an agreement;
- 11.18** Any claims for non-pecuniary losses (e.g. malicious prosecution, wrongful arrest, pain & suffering and defamation matters);
- 11.19** Constitutional Court and Labour Court representations;
- 11.20** Representations at disciplinary hearings where the member does not face charges that may result in dismissal;
- 11.21** Representation in proceedings under the auspices of the CCMA (Commission for Conciliation, Mediation and Arbitration), other than those proceedings contemplated at 8.11.2 above;
- 11.22** Where it is possible for the member to claim damages through any other form of insurance;
- 11.23** Any tax related advice or assistance;
- 11.24** Where the member fails to report or notify LIPCO of any matter likely to give rise to litigation within 30 (thirty) days of the occurrence of such event (the onus of proof that such matter was indeed reported to LIPCO, is on the member);
- 11.25** The collection of debt on behalf of a member, where the first warrant of execution has been issued and was unsuccessful. The member will be responsible for further costs regarding the execution process;
- 11.26** Payment of cost orders awarded against a member in any legal proceedings;

11.27 Loss or damage to member's vehicle in instances where the terms and conditions of his/her finance agreement required the member to properly insure the vehicle, but he/she failed to comply;

11.28 Motoring matters (civil and criminal related) where:

- The vehicle concerned was driven by anyone other than the member or any of his/her dependents (as per clause 2.1);
- The driver of the vehicle was not in possession of a valid driver's license at the time of the incident.

12. REJECTION OF A CLAIM UNDER THE LEGAL INSURANCE BENEFIT

Where the member or claimant disputes Guardrisk's repudiation or rejection of her/his claim under the Legal Insurance Benefit, the member/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 member/claimant has an additional 6 (six) months to institute legal action against Guardrisk by serving summons on it, failing which Guardrisk is no longer liable in respect of the claim.

13. TREATING THE CUSTOMER FAIRLY

Foschini has created a superior solution – encompassing products, processing and service – tailored to each of our customers' requirements. Foschini Group will, at all times, deliver a superior customer experience, simplifying and improving our customers' lives. Foschini will achieve this through a motivated team of skilled people, absolute fairness in our treatment of our 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 Foschini's culture;
- Products and services are designed to meet your needs;
- Foschini will communicate clearly, appropriately and on time;
- Foschini is not licensed to give advice. Queries regarding advice must be referred to Guardrisk;
- Foschini's products and services meet your standards and are of an acceptable level;
- There are no barriers to access Foschini Group's services or to lodge any complaints.

**DISCLOSURE NOTICE - SHORT TERM INSURANCE
IMPORTANT - PLEASE READ CAREFULLY**

Further information in compliance with the Financial Advisory and Intermediary Services Act:

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

1. Your Intermediary

Name: Foschini Retail Group (Pty) Ltd, "Foschini"

Physical address: 340 Voortrekker Road, Parow East, 7500

Postal address: P O Box 6020, Parow East, 7501

Telephone: 021 938 1911 | Fax: 021 937 5284

Company Registration Number: 1988/007302/07

Foschini Retail Group (Pty) Ltd is an authorised financial services provider (FSP 32719) and registered credit provider (NCRPC 36)

External Compliance Officer: Loren Basson, telephone 0861 273 783

VAT registration number: 4210187250

Foschini has Fidelity Guarantee insurance cover and Professional Indemnity insurance cover.

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

In the event of general queries or for a copy of the Foschini's Conflict of Interests Policy, please call Customer Services on 0860 576 576.

Foschini Retail Group (Pty) Ltd, is a company incorporated in terms of South African company law. Foschini provides 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. Foschini has an intermediary agreement with Guardrisk Insurance Company Limited, a cell captive insurer. Foschini has the necessary permission to act for Guardrisk and Foschini can collect premiums that the member pays. Foschini pays these premiums to Guardrisk on the member's behalf. A cell captive is a special purpose insurance company which allows a third party to sell branded insurance to its own client base.

2. Professional Indemnity Insurance

Professional Indemnity Insurance is in force.

3. Details of Commission & Fees

Foschini receives no commission on the R3.00 premium (the premium amount will be reviewed once every calendar year in accordance with the Foschini Group Legal Protection Plan Platinum documentation, however the main member will be notified if this amount increases).

4. Claims notification procedures

In the event of a claim, please contact the Legal Helpline as indicated in your Foschini

Group Legal Protection Plan Platinum documentation. Please contact Foschini's Insurance Claims Department for a copy of Foschini's Claims Process. The telephone sharecall number is 0860 000 388.

5. About 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

6. About your Underwriting Manager

Name: LIPCO Group (Pty) Ltd, "LIPCO"

Physical Address: 10 Blaauwberg Road, Aquarius Building, Bloubergrant, 7443

Telephone: + 27 (21) 521 2000

Fax: + 27 (21) 521 2100

Website: www.lipco.co.za

LIPCO has Fidelity Guarantee insurance cover and Professional Indemnity insurance cover.

For a copy of LIPCO's Complaints Resolution Policy, Claims Policy or Conflict of Interests Policy, please call LIPCO at +27 (21) 521 2000, or email the Compliance Officer at WillieV@lipco.co.za.

7. Premium payments

Premiums are charged monthly in advance, and cover endures until the next monthly billing. A grace period of 15 days (if the payment is debited and collected from the main member's Foschini Group account) or 30 days (if the amount payable for the membership is paid by means of a debit order) is allowed for payment after the due date. If payment is not made by the end of the grace period, cover will end from the due date. If it is a new monthly policy, the grace period will start from the beginning of the second month of the currency of the policy.

All sums insured, amounts and limits reflected in the Product and Foschini Group 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.

8. Other matters of importance

- (a) You must be informed of any material changes to the information referred to in paragraphs 1 and 5.
- (b) If the information in paragraphs 1 and 5 was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.
- (d) 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.
- (e) The insurer and not the intermediary must give reasons for repudiating your claim.
- (f) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the cancellation notice has been sent to you.
- (g) You are entitled to a copy of the Policy free of charge.

9. Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep all documents handed to you.

Make a note as to what is said to you.

Don't be pressurised to buy the product. It is an OPTIONAL product.

Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

10. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems that are not satisfactorily resolved by the insurance intermediary and/or the insurer

P O Box 32334, Braamfontein, 2017

Tel: (011) 726 8900

Fax: (011) 726 5501

Website: www.osti.co.za

11. Particulars of Registrar of Short-term Insurance

Financial Services Board, P O Box 35655, Menlo Park, 0102

Tel: (012) 428 8000

Fax: (012) 347 0221

Website: www.fsb.co.za

If any complaint to the Intermediary/FSP or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.

12. Particulars of the FAIS Ombud

P.O. Box 74571, Lynnwood Ridge, 0040

Tel: (012) 470-9080/99

Fax: (012) 012 348 3447

Toll Free no.: 0860 324 766

Website: www.faisombud.co.za

If your Intermediary/FSP was unable to resolve a complaint about a financial product purchased, varied, replaced or terminated, you may submit the complaint to the FAIS Ombud.

13. Name, class or type of policy involved

Short-term personal lines insurance: Legal insurance.

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