

Foschini Group

LifeNet Platinum and LifeNet Spouse Insurance Policy & Disclosure Notice (collectively, this "Policy")

OPTIONAL INSURANCE

1. UNDERWRITER:

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

2. TYPE OF POLICY:

Short-term insurance: Death and Retrenchment benefit.

3. ADMINISTRATOR:

Foschini Retail Group (Pty) Ltd (1988/007302/07) ("Administrator" or "TFG" or "Foschini Group").

4. DEFINITIONS:

- a. ACCIDENTAL DEATH: means death arising from an Accident;
- b. ACCIDENT: means an unforeseen event, which could not reasonably have been expected to occur and was not designed, and which results in bodily injury and subsequently in the death of the Insured, caused directly and independently of all other causes, by some external and visible means arising from the said event, and excludes Natural Death. Bodily injury shall be deemed to include death by starvation, thirst and /or exposure to the elements, directly or indirectly resulting from mishap;
- c. CLAIM EVENT: means the death of the Principal Insured or Spouse, or retrenchment of the Principal Insured;
- d. FOSCHINI GROUP: means the Administrator and any of its trading divisions or stores;
- e. COMMENCEMENT DATE: means the date on which this Policy starts and is effective, being the date that the take-up of this insurance product is captured on the Foschini Group credit facility system OR the date on which the first premium is received by the Insurer (whichever is the earlier);
- f. INSURED: means the Principal Insured and / or the Spouse;
- g. NATURAL DEATH: means death that is not Accidental Death;
- h. PRINCIPAL INSURED: means the person who takes out this insurance with the Administrator and who is a South African Foschini Group account holder, who is not older than 60 (sixty) years of age on the Commencement Date;
- i. SPOUSE: means (where the Spouse option has been selected by the Principal Insured and where the additional premium has been paid) the legal husband, wife or civil union partner of the Principal Insured and as nominated in writing by the Principal Insured. The Spouse must not be older than 60 (sixty) years of age on the Commencement Date;
- j. WAITING PERIOD: means a period of 3 (three) months commencing from the Commencement Date and which is applicable to Natural Death and the Retrenchment benefit under this Policy. There is no waiting period for Accidental Death.

5. OPERATIVE CLAUSE:

In return for the timeous and prior payment of the required monthly premium and subject to the terms of this Policy, on the occurrence of the Claim Event, Guardrisk will pay the benefit to the Principle Insured's nominated beneficiary or to the Principle Insured (where the Claim Event is for the Spouse and where the additional premium has been paid), or in the case of the Retrenchment benefit, Guardrisk will pay such benefit to the Principle Insured and to the Administrator (as the case may be) and the Administrator will apply such benefit to partially or fully (as the case may be) settle the Principal Insured's debt under her/his Foschini Group credit facility (and as per clause 6(b) below) and subject to the Waiting Period.

6. BENEFITS PAYABLE:

a. Death benefit

- i. LifeNet Platinum
On the death of the Principal Insured, subject to the Waiting Period and other terms and conditions of this Policy, Guardrisk will pay the capital sum of R12 300 (twelve thousand three hundred rand) in the event of Natural Death of the Principal Insured, or R24 650 (twenty four thousand six hundred and fifty rand) in the event of Accidental Death of the Principal Insured, to the Principle Insured's nominated beneficiary.
- ii. LifeNet Spouse
On the death of the Spouse, subject to the Waiting Period and other terms and conditions of this Policy, Guardrisk will pay the capital sum of R12 300 (twelve thousand three hundred rand) in the event of Natural Death of the Spouse, or R18 500 (eighteen thousand five hundred rand) in the event of Accidental Death of the Spouse, to the Principal Insured.

b. Retrenchment benefit

This applies to the Principal Insured only (the Retrenchment benefit is not available to the Spouse) and the Waiting Period is applicable. Should the Principal Insured become unemployed or suffer loss of employment due

to the implementation of a staff reduction program by the Principal Insured's employer and the terms and conditions of this Policy are fulfilled and subject to the Waiting Period, Guardrisk will pay to the Administrator:

(i) A maximum of 3 (three) consecutive R1 850 (one thousand eight hundred and fifty rand) instalments to be credited to the Principal Insured's Foschini Group credit facility. Where the instalments due to the Administrator by the Principal Insured are less than R1 850 (one thousand eight hundred and fifty rand) per month, Guardrisk will pay the Administrator such lesser amount as is due and the Administrator shall credit the Principal Insured's Foschini Group credit facility with such lesser amount. These amounts will be paid based on the amounts due to the Administrator by the Principal Insured (in terms of the latter's Foschini Group credit facility) from the date on which retrenchment is effective.

Where the Principal Insured becomes re-employed at any time when any of the instalments of the Retrenchment benefit becomes payable, then the Administrator shall not continue to credit the Principal Insured's Foschini Group credit facility with any further amounts, from the date of re-employment of the Principal Insured.

(ii) In addition, an amount equivalent to the total Retrenchment benefit credited to the Principal Insured's Foschini Group credit facility will be paid out as an additional benefit to the Principal Insured in one lump sum, after all benefits payable in terms of b (i) above have been credited to the Principal Insured's Foschini Group credit facility. The total Retrenchment benefit is the sum of all instalments credited to the Principal Insured's Foschini Group credit facility in terms of this Policy. For example, if the Principal Insured's Foschini Group credit facility was credited with a total of R100, then the Principal Insured will also receive R100 as an additional benefit. These benefits (i.e. b. (i) and (ii) above) may also only be paid out once, be it in part or in full, every 12 (twelve) months, which shall be calculated from the Commencement Date.

7. SPECIFIC EXCLUSIONS APPLICABLE TO RETRENCHMENT BENEFIT:

Guardrisk will not be liable to pay any Retrenchment benefit under this Policy if a claim for such benefit arises directly or indirectly from or is traceable to:

- the ill-health or incapacity of the Principal Insured due to a medical condition, accident, injury, ill health, disease, childbirth, abortion, pregnancy or miscarriage;
- the Principal Insured not being employed or earning an income during the 3 (three) months immediately prior to the Commencement Date;
- disease or illness, or the mental disorder of the Principal Insured;
- a strike, labour dispute or industrial action or interaction whether the Principal Insured was participating or not;
- the Principal Insured not taking any steps to find work;
- the Principal Insured being unemployed as a regular feature of her/his work, such as being a seasonal worker;
- the Principal Insured is receiving any earnings, including under a restraint of trade agreement/clause, excluding UIF;
- the Principal Insured resigning or accepting voluntary retrenchment or redundancy, or having been aware of, at the Commencement Date, or having had reasonable grounds for believing, that the Principal Insured would become unemployed, retrenched or redundant, or in the 6 (six) months prior to the Commencement Date having received one or more verbal or written reprimands which constituted part of the Principal Insured's employer's disciplinary procedures;
- any action or omission by the Principal Insured that resulted in dismissal in terms of the Principal Insured's employment conditions;
- the expiry of a fixed term contract of employment that was renewable or the Principal Insured being or becoming self employed, going on normal or early retirement, or becoming a partner in a partnership, member of a close corporation or a director of a company;
- the Principal Insured losing her/his job because of fraud, dishonesty or any misconduct on her/his part;
- any lawfully constituted authority nationalizing, confiscating or commandeering the assets of the employer of the Principal Insured; or
- self-employment or employment by any business in which the Principal Insured is a partner, member, director, or owns a share exceeding 10% (ten percent).

8. GENERAL EXCLUSIONS:

Guardrisk will not be liable to pay any benefit under this Policy if:

- the Principal Insured or Spouse is over 65 (sixty five) years of age at the time of the Claim Event;
- a claim for such benefit arises directly or indirectly from or is traceable to:
- wilful self-injury or the Insured is affected temporarily, influenced or otherwise, by alcohol, narcotics or drugs;
- where the Insured commits suicide (whether sane or insane) or attempts to commit suicide;
- any bodily injury, defect, illness, sickness, condition or other infirmity that has its origin prior to the Commencement Date;
- traveling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
- ionizing radiations or contamination by radioactivity from any nuclear fuel or waste;
- the Insured refusing medical treatment as recommended by a medical practitioner;

- war, mutiny, riot, military rising, military or usurped power, martial law or state of siege, or any event which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities, warlike operations (whether declared or not), armed international conflict (whether war be declared or not), terrorist or insurgency activities, uprising, civil commotion, rebellion, sedition, sabotage or any activity associated with the foregoing, any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force, terrorism or violence, or the defence, quelling, investigation or containment thereof by any security force, or any attempt to perform any act aforementioned, or the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in the aforementioned;
- participation in criminal activities; and
- engaging in hazardous sports such as (but not limited to): aviation sport, paragliding, underwater diving, hang-gliding, game hunting, spear fishing, rock climbing, cycle racing, mountaineering, racing of any kind (whether as passenger or as driver) involving the use of any power driven vehicle, vessel or craft, skydiving / parachuting, para-sailing, go-carting, drag racing, rally driving, bungy-jumping, winter sports involving snow or ice, polo or horseback, steeple-chasing, or professional football or rugby.

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.

9. PREMIUM AND INTEREST PAYMENT:

The premium payable is the monthly amount specified in the Foschini Group credit facility statement of account. The monthly premium for the Retrenchment benefit is R7.84, which is included in the total monthly premium. The premium can be adjusted at any time during a calendar year, but the Insured will be informed of any increases. The increased amount will be charged to the Principal Insured's Foschini Group account from the date of the increase. The premium will be debited monthly to the Principal Insured's Foschini Group credit facility and the premium is due monthly. If payment of the full Foschini Group credit facility instalment is not received by the Administrator by the due date, this insurance and its cover shall be deemed to have ended 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 days of the due date, failing which this Policy shall end.

Disclosure in terms of Section 106(5)(b) of the National Credit Act 34 of 2005

Please take notice that, in terms of Section 106 (5) (b) of the Act, the purchase of the credit insurance policy offered by Foschini Group to the Principal Insured accrues the following:

Costs of the credit insurance for which the Principal Insured is liable	R6.52
Binder and intermediary fee payable to Foschini Group in relation to the policy	R1.63
Premium payable	R8.15

The Principal Insured has the right to substitute the above credit insurance policy with a credit insurance product of the Principal Insured's choice.

There is an additional premium (as specified in the Foschini Group credit facility statement of account) payable for the Spouse where this option has been selected.

By agreeing to take out this Policy, the Principal Insured consents to the Administrator debiting and collecting the premium from the Principal Insured's Credit Facility; afterwards, in addition to the terms and conditions of this Policy, the terms and conditions of the Credit Facility will apply.

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

10. CESSATION OF COVER:

Cover under this Policy shall automatically end on the day that:

- the full instalments that are due are unpaid (and as provided for in clause 9 above) i.e. the Insured's Foschini Group credit facility is in arrears;
- the Insured's Foschini Group credit facility is frozen as provided for under the National Credit Act;

- the Insured's Foschini Group credit facility is terminated or closed;
- the Death benefit becomes payable in respect of the Principal Insured under this Policy;
- the Administrator no longer participates in the Policy;
- the Policy terminates;
- the Principal Insured retires, or
- the Principal Insured reaches the age of 65 (sixty five), whichever of the aforementioned events first occur.

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

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

11. CLAIMS NOTIFICATION PROCEDURE:

The Administrator must be notified of all claims within 90 days of the Claim Event, failing which the Claimant will have to provide the Administrator with an affidavit, detailing the reasons for late submission of the claim. The claim may be rejected unless, in the Insurer's sole discretion, there are extenuating circumstances that prevented timely notification.

Claimants should approach their closest Foschini Group store and request a claim form. The details thereon must be fully completed and handed to the store with the documents listed below. It is important that the claimant is a person nominated by the Principal Insured and is fully aware of the existence of this Policy.

The Foschini Group store staff will help the Insured with the claims notification procedure, if needed.

In addition to the completed claim form, the claimant must take the following documents to the Foschini Group store:

a. Death benefit

- certified copy of the deceased's death certificate;
- certified copy of the deceased's identity document; and
- certified copy of the claimant's identity document.

b. Retrenchment benefit

- certified copy of the Principal Insured's identity document; and
- certified copy of letter of retrenchment from the Principal Insured's employer;

For both benefits, affidavits may need to be provided. The claim form has details on this. Additional information may be required in the case of both benefits, including information from any bank regarding bank account details, and any doctor or other person concerning the health of the Insured before and during the currency of the Policy, whether the Insured is alive or deceased at the time the information is requested. In respect of the death benefit, if required by Guardrisk, the Principal Insured or his / her representative shall consent to a post-mortem examination of the Insured by a physician appointed by Guardrisk. The Foschini Group store staff will fax or email these documents to the Foschini Group Insurance Claims Department. In the event of queries, the Insurance Claims Department's sharecall number is 0860 000 388.

Where the Principal Insured, or his / her representative, disputes Guardrisk's rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Principal Insured, or his / her representative, has 90 (ninety) days from the date of receipt of the rejection letter to make representations (in writing) to Guardrisk in respect of this decision. If the dispute is not resolved at the end of this period then the Principal Insured, or his / her representative, must within a further 6 (six) months institute legal action by way of the service of summons against Guardrisk, failing which the Principal Insured, or his / her representative, will forfeit his / her claim and no liability can arise in terms of such 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 Principal Insured, or his / her representative, or subject to arbitration by agreement, or is a claim for sums of money for which the Insured may become liable. Please contact the Administrator for a copy of the Administrator's Claims Process.

12. MISREPRESENTATION:

This Policy shall be voidable in the event of misrepresentation, misdescription or nondisclosure 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.

13. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, assigned or transferred.

14. CONDITION PRECEDENT:

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

15. CANCELLATION:

This Policy may be cancelled by the Principal Insured giving 30 (thirty) days notice in writing to the Administrator, or it may be cancelled by Guardrisk giving 30 (thirty) days notice in writing to the Principal Insured at the latter's last known address.

16. POLICY AMENDMENTS:

Guardrisk may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least 1 (one) month before any premium rate adjustment, and 1 (one) month before any other Policy amendment, unless the amendment is to increase the Policy benefits without increasing the premium, in which case no advance notice will be required. The Administrator must inform the Principal Insured of any material amendment of the terms and conditions of this Policy.

17. 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.

18. 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 under this Policy shall be forfeited.

19. JURISDICTION AND GOVERNING LAW:

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

The parties hereby consent to the jurisdiction of the High Court of South Africa (South Gauteng Division, Johannesburg) 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.

20. PAYMENTS:

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

21. 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.

22. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:

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

23. 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

24. ADDITIONAL DISCLOSURE DETAILS:

• Contact and other details of the Administrator:

- Foschini Retail Group (Pty) Ltd, the Administrator, is an Authorised Financial Services Provider (number 32719) in terms of the Financial Advisory and Intermediary Services Act and a registered credit provider in terms of the National Credit Act (NCRCP# 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: 021 937 5284
- External Compliance Officer: Loren Basson, telephone: 0861 273 783
- VAT registration 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 contact 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 (number 75) in terms of the Financial Advisory and Intermediary Services Act.
- Physical Address: 102 Rivonia Road, Sandown, Sandton, 2196
- Postal Address: P.O. Box 786015, Sandton, 2146
- Telephone Numbers: 011 669 1000
- Fax Numbers: 011 669 1931
- Compliance Officer: 011 669 1039
- Claims disputes: claimsrejection@guardrisk.co.za
- VAT registration number: 4250138072

• Other matters of importance:

- You, the Insured, must be informed of any material changes in the detail provided above about the Administrator and Guardrisk;
- This is an optional product which you have voluntarily chosen to take. You have not been forced to do so. You have a right to reject the offer or proposal of optional insurance;
- If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 (thirty) 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 or exercise one of the options at clause 24 below;
- 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;
- If the premium is paid by debit order:
 - it may only be in favour of one person and may not be transferred without your approval; and
 - Guardrisk must inform you at least 30 (thirty) days before the cancellation thereof, in writing of its intention to cancel such debit order;
- 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 pressurized to buy the product; and
- Incorrect or non-disclosure by you of relevant facts may influence Guardrisk / the Administrator regarding any claims made.

25. COMPLAINTS PROCEDURE:

For all complaints, please first write a letter of complaint to us, the Administrator, as we would like to try and sort it out first. If your complaint is insurance related and 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

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