

# TFG

## OPTIONAL INSURANCE TAKEN OUT AT THE INSURED'S CHOICE

### TFG Accident Plan Policy & Disclosure Notice

(collectively, this "POLICY")

#### 1. **INSURER:**

This Policy is underwritten by Guardrisk Life Limited (1999/013922/06) ("**GUARDRISK**").

#### 2. **TYPE OF POLICY:**

Long-term insurance: Accidental Death benefit and Permanent Disability benefit. This insurance is not credit life or credit insurance under the National Credit Act 34 of 2005.

#### 3. **ADMINISTRATOR:**

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

#### 4. **DEFINITIONS:**

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

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

**WELCOME LETTER:** means the letter sent to the Principal Insured from the Administrator confirming *inter alia* that the Principal Insured's application for TFG Accident Plan has been successful and that the Principal Insured has consented to taking out the insurance cover;

**ACCIDENTAL DEATH:** means death arising from an Accident and excludes Natural Death;

**ACCIDENT:** means an unforeseen event, which could not reasonably have been expected to occur and was not planned, and which results in bodily injury, caused directly and independently of all other causes, by some external and visible means arising from the said event at an identifiable time and place. Bodily injury shall be deemed to include death by starvation, thirst and /or exposure to the elements, directly or indirectly resulting from mishap;

**CHILD/CHILDREN:** means (where the Family option has been selected by the Principal Insured and where the additional premium has been paid) the Principal Insured's unmarried minor Child/Children who has/have not yet attained the age of 21 (twenty one) years and shall include natural children, legally adopted children and stepchildren. The Principal Insured can nominate (in

writing) a maximum of 4 (four) Children. A stillborn Child is included under this definition provided that there is at least 26 (twenty six) weeks of existence in the uterus and that the foetus showed no life after complete birth. Stillborn shall exclude the intentional termination of the life of the Child;

**CLAIM EVENT:** means the risk insured, occurring during the currency of this Policy, being the Accidental Death or Permanent Disability of the Principal Insured, Spouse or Child/Children (where the Spouse or Family option has been selected by the Principal Insured and where the additional premium/s has/have been paid) as defined in this Policy. The Claim Event must arise from an Accident;

**COMMENCEMENT DATE:** means the date when this Policy starts and is effective, being the date that the take-up of this insurance product is captured on TFG’s credit facility system OR the date on which the first premium is received by Guardrisk (whichever is the earlier);

**NATURAL DEATH:** means death that is not Accidental Death;

**PERMANENT DISABILITY:** means any of the following conditions, or combination of conditions, caused by an Accident -

i)	loss by physical separation at or above the wrist or ankle of one or more limbs;	100%
ii)	permanent or total loss of whole eye;	100%
iii)	permanent and total loss of sight of eye;	100%
iv)	permanent and total loss of eye except perception of light;	100%
v)	permanent or total loss of hearing in both ears;	100%
vi)	permanent injuries to the Insured who is gainfully employed at the time of the accident, resulting in permanent total disability from following usual occupation and any other equivalent occupation for which the Insured is fitted by education, knowledge, age or training;	100%
vii)	Permanently unable to live without assistance or a full time carer;	100%

**INSURED:** means the Principal Insured, Spouse or Child/Children (depending on whether the Spouse or Family option of the TFG Accident Plan has been selected and where the additional premium/s has/have been paid) insured under this Policy;

**PRINCIPAL INSURED:** means the person who takes out this insurance with the Administrator and who is a South African TFG account – holder, who is not younger than 18 (eighteen) years of age, but not older than 70 (seventy) years of age on the Commencement Date;

**SPOUSE:** means (where the Spouse option of the TFG Accident Plan has been selected and where the additional premium has been paid) the legal husband, wife, civil union/common law partner of the Principal Insured and as nominated in writing by the Principal Insured. There may only be one Spouse insured under this Policy at any point in time. The Spouse’s maximum age at the Commencement Date must not exceed seventy (70) years of age;

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

**WAITING PERIOD:** there is no Waiting Period for the Accidental Death and Permanent Disability benefits under this Policy as the Claim Events are as a result of an Accident.

## 5. OPERATIVE CLAUSE:

In return for the timeous and prior payment of the required monthly premium/s by the Principal Insured and receipt thereof by Guardrisk, and subject to the terms and conditions of this Policy, on the occurrence of the Claim Event, Guardrisk will pay the benefits to the Principal Insured (or to the Principal Insured's nominated beneficiary if the Principal Insured is deceased).

## 6. BENEFITS:

### A. ACCIDENTAL DEATH BENEFIT

#### i. Personal Option:

On the Accidental Death of the Principal Insured, and subject to the terms and conditions of this Policy, Guardrisk will pay the capital sum of **R50 000.00** (fifty thousand rand) to the Principal Insured's nominated beneficiary. The capital amount shall not carry interest.

#### ii. Spouse option:

On the Accidental Death of the Spouse (where the Spouse option has been selected and where the additional premium has been paid), and subject to the terms and conditions of this Policy, Guardrisk will pay the capital sum of **R25 000.00** (twenty five thousand rand) to the Principal Insured. The capital amount shall not carry interest.

#### iii. Family option:

On the Accidental Death of the Child/Children (where the Family option has been selected and where the additional premium has been paid), and subject to the terms and conditions of this Policy, Guardrisk will pay the capital sum of **R5 000.00** (five thousand rand) per Child to the Principal Insured. The capital amount shall not carry interest.

### B. PERMANENT DISABILITY BENEFIT

#### i. Personal option:

On the Permanent Disability of the Principal Insured as a result of an Accident, and subject to the terms and conditions of this Policy, Guardrisk will pay the capital sum of **R50 000.00** (fifty thousand rand) to the Principal Insured. The capital amount shall not carry interest.

The Permanent Disability benefit for the Principal Insured shall only be payable once during the term of this Policy. On the date that a claim for the Permanent Disability benefit for the Principal Insured is accepted by Guardrisk there will be no further Permanent Disability cover for the Principal Insured and the premium will not reduce. The Accidental Death benefit for the Principal Insured, will however, continue until the Principal Insured dies or reaches the age of 75 years – whichever of these events occurs first; subject to the conditions of this Policy, including the exclusions and lapsing provisions.

#### iii. Spouse option:

On the Permanent Disability of the Spouse as a result of an Accident (where the Spouse option has been selected and where the additional premium has been paid), and subject to the terms and

conditions of this Policy, Guardrisk will pay the capital sum of **R 25 000.00** (twenty five thousand rand) to the Principal Insured. The capital amount shall not carry interest.

The Permanent Disability benefit for the Spouse shall only be payable once during the term of this Policy. On the date that a claim for the Permanent Disability benefit for the Spouse is accepted by Guardrisk, there will be no further Permanent Disability cover for the Spouse and the premium will not reduce. The Accidental Death benefit for the Spouse, will however, continue until either the Spouse or the Principal Insured dies or until either the Spouse or the Principal Insured reaches the age of 75 years – whichever of these events occurs first; subject to the conditions of this Policy, including the exclusions and lapsing provisions.

### **iii. Family option:**

On the Permanent Disability of the Child/Children as a result of an Accident (where the Family option has been selected and where the additional premium has been paid), and subject to the terms and conditions of this Policy, Guardrisk will pay the capital sum of **R5 000.00** (five thousand rand) per Child to the Principal Insured. The capital amount shall not carry interest.

The Permanent Disability benefit for the Child/Children shall only be payable once during the term of this Policy for each Child insured under this Policy. On the date that a claim for the Permanent Disability benefit for the Child/Children is accepted by Guardrisk, there will be no further Permanent Disability cover for the respective Child/Children and the premium will not reduce. The Accidental Death benefit for the Child/Children, will however, continue until either the Child/Children or the Principal Insured dies or until the Principal Insured reaches the age of 75 years – whichever of these events occurs first; subject to the conditions of this Policy, including the exclusions and lapsing provisions.

## **7. GENERAL EXCLUSIONS:**

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

- i. the Insured commits suicide (whether sane or insane) or attempts to commit suicide;
- ii. the Accident took place outside the Republic of South Africa;
- iii. the Insured drives or rides in any kind of race;
- iv. the Insured had a pre-existing physical defect, illness, other infirmity or permanent disability;
- v. the Permanent Disability benefit as defined has already been successfully claimed in terms of this Policy by the Principal Insured in respect of the Principal Insured, Spouse or Child/Children (as the case may be) and the Principal Insured has been paid out this benefit. For clarity, this means that the Permanent Disability benefit may only be claimed and paid-out once during the term of this Policy, for each Insured;
- vi. a claim for a benefit arises directly or indirectly from or is traceable to:

Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fusion; war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power; the Insured's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured's own criminal act; wilful self-injury or where the Insured is affected temporarily or otherwise, by alcohol, narcotics, insanity or drugs, unless the latter is administered by or prescribed by or taken in accordance with the instructions of a registered medical practitioner (other than herself/himself where the Insured is such a registered medical practitioner).

#### **8. PREMIUM AND INTEREST PAYMENT:**

The premium payable is the monthly amount specified in TFG's credit facility statement of account, which is subject to review once every calendar year. The Principal Insured authorises the Administrator to debit and collect the premium from her/his TFG credit facility and to pay it over to Guardrisk on her/his behalf in the amount as specified, and TFG's credit facility terms and conditions will apply in addition to the terms and conditions of this Policy. The premium will be debited monthly to the Principal Insured's TFG credit facility and the premium is due monthly. If payment of the full TFG credit facility installment is not received by the Administrator by the due date, this Policy and its insurance cover shall be cancelled at midnight on the last day of the last month for which a full installment has been received. Installments due with effect from the second month of the currency of this Policy will be accepted if paid within 30 (thirty) days of the due date, failing which this Policy and its insurance cover shall lapse.

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

#### **9. CESSATION OF COVER:**

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

- The full TFG credit facility installment is not received by the Administrator by the due date (as provided for in clause 8 above) i.e. the Principal Insured's TFG credit facility is in arrears;
- the Principal Insured's TFG credit facility is frozen as provided for under the National Credit Act;
- the Principal Insured's TFG credit facility is terminated or closed;
- the Principal Insured dies;
- the Policy terminates for any reason whatsoever; or
- the Principal Insured reaches the age of (seventy-five) 75 years;

whichever of the aforementioned events first occur.

Where the Spouse option has been selected and where the Spouse dies or reaches seventy-five (75) years of age, cover in respect of the Spouse only, shall lapse and cover for the Principal Insured shall

not lapse until the latter reaches the age of seventy-five (75) years or until any of the other events as above in this clause occur.

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

Where the Family option has been selected and where a Child covered under the Family option reaches the age of twenty-one (21) years, cover in respect of that Child shall end.

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 installments originally agreed on or extending the period for the repayment of the indebtedness beyond that originally agreed upon.

For the lapse of the Permanent Disability benefit, please refer to clause 7 (v) above.

#### **10. CLAIMS NOTIFICATION PROCEDURE:**

A TFG Accident Plan claim must be made within 3 (three) months of the Claim Event.

Reference to “claim” or “claims” means the fully completed claim form with all required documentation attached. A claim form is attached to/enclosed with the Welcome Letter.

When making a claim, the Principal Insured or beneficiary (where the Principal Insured is deceased) must go to the closest TFG store and hand in the fully completed claim form with the documents listed below. If the claim form that was attached to the Welcome Letter is lost, a copy may be requested from a TFG store.

Where an Accidental Death or Permanent Disability claim relates to the Spouse or a Child/Children (in the event that the Spouse or Family option is selected), the Insurance Claims Department will only deal with the Principal Insured (i.e. the Principal Insured must submit the claim form and documentation and she/he must deal with the claim on behalf of her/his Spouse or Child/Children). The store staff will help the Principal Insured or beneficiary if needed.

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

##### **Accidental Death benefit:**

- fully completed and signed TFG claim form;
- certified copy of the deceased’s death certificate;
- DHA 1663 document (completed by the doctor who certified the death);
- certified copy of the deceased’s identity document; certified copy of the beneficiary’s identity document; certified copy of the beneficiary’s bank statement; certified copy of the Accident Report (AR) Form (if the Accident arose from a road traffic incident);

Where the deceased is the Principal Insured, a sworn affidavit will also be needed along with the claim documentation, stating:

- if the deceased was not married and a child or parent is not the claimant: a sworn affidavit explaining why the child or parent is not claiming;
- if the deceased was married and the spouse is not the claimant: a sworn affidavit explaining why the spouse is not the claimant;
- if the surname of the claimant is different to that of the deceased: a sworn affidavit explaining why there are different surnames.

**Permanent Disability benefit:**

- fully completed and signed TFG claim form;
- certified copy of the Insured's identity document;
- certified copy of the completed and signed Administrator's medical certificate. This must be completed by a Doctor that diagnosed or treated the Permanent Disability and who is a validly registered medical doctor (with a valid practice number), in terms of the South African Health Professions Council;
- any other medical information or records which the Administrator may need;
- certified copy of the beneficiary's identity document; certified copy of the beneficiary's bank statement; certified copy of the Accident Report (AR) Form (if the Accident arose from a road traffic incident).

Additional information may be required including information from any bank regarding bank account details.

If required by Guardrisk, the Insured or the Insured's representative shall provide Guardrisk with the deceased Insured's post-mortem examination and the Police Report relating to the deceased Insured's death.

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

Fax number: 021 937 5274;

Email: [Claimsadmin@tfg.co.za](mailto:Claimsadmin@tfg.co.za); and

Sharecall number: 0860 000 388

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

If the Principal Insured or claimant disputes Guardrisk's repudiation or rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Principal Insured/claimant has 90 (ninety) days from the date of receipt of the rejection letter to appeal this decision in writing to Guardrisk. If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) day period then the Principal Insured/claimant has an additional 180 (one hundred and eighty) days to institute

legal action against Guardrisk by serving summons on it, failing which Guardrisk is no longer liable in respect of the claim. If any complaint to the Administrator or Guardrisk is not resolved to the Principal Insured's satisfaction, the Principal Insured may submit a complaint to the Ombudsman for Long-term Insurance (see the Disclosure Notice for the Ombudsman's contact details). Notification of all claims that are submitted to the Administrator under this Policy shall be made to Guardrisk by the Administrator, on behalf of the Principal Insured or beneficiary.

A claim shall not be payable by Guardrisk if the conditions set out in this paragraph 10 are not met.

**11. MISREPRESENTATION:**

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any particular which is material to Guardrisk's assessment of the risk, in which event any and all premiums so paid or payable shall be forfeited to Guardrisk. It is the responsibility of the Insured to let the Administrator know if any of her/his circumstances change and where this could affect the outcome of a potential claim and/or invalidate this Policy and its benefits.

**12. SURRENDERS OR CESSIONS:**

This Policy may not be assigned or transferred. This Policy does not accrue a surrender, loan or paid-up value.

**13. CONDITION PRECEDENT:**

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

**14. COOLING-OFF RIGHTS AND CANCELLATION:**

This Policy can be cancelled by the Principal Insured within 60 days of having received this Policy, or from a reasonable date on which it can be deemed that the Principal Insured received this Policy, (provided that no benefit has yet been paid or claimed or the event insured against has not yet occurred) by giving notice in writing to Guardrisk, care of the Administrator. In the event that this Policy is cancelled within this 60 day cooling-off period, the Principal Insured will receive a refund of her/his premiums.

After this 60 day cooling-off period, this Policy may be cancelled by the Principal Insured giving 30 (thirty) days notice in writing to Guardrisk, care of the Administrator, or it may be cancelled by Guardrisk giving 30 (thirty) days notice in writing to the Principal Insured at the latter's last known address. Cover will cease at midnight on the last day for which the premium has been paid. In the event that this Policy is cancelled after the expiry of the cooling-off period, the premiums will not be refunded to the Principal Insured.

**15. POLICY AMENDMENTS:**

Guardrisk may amend, add or change the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least 30 (thirty) days before any premium rate adjustment, and 30(thirty) days 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.

#### **16. FRAUD:**

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

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

#### **17. JURISDICTION AND GOVERNING LAW:**

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

The parties hereby consent to the jurisdiction of the High Court of South Africa (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.

#### **18. 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.

#### **19. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:**

An intermediary fee of 7.5% and a binder fee of 15% of the total monthly premium is payable to the Administrator, which is included in the monthly premium.

#### **20. NO RIGHTS TO OTHER PARTIES:**

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

#### **21. TREATING THE CUSTOMER FAIRLY**

TFG has created a superior solution – encompassing products, processing and service – tailored to customers' requirements. TFG will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. TFG will achieve this through a motivated team of skilled people, absolute fairness in its 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 our culture
- Products and services are designed to meet your needs
- TFG will communicate clearly, appropriately and on time

- TFG is not licensed to give advice. Queries regarding advice must be referred to Guardrisk
- TFG’s products and services meet your standards and are of an acceptable level
- There are no barriers to access TFG’s services or to lodge any complaints.

**STATUTORY NOTICE TO LONG-TERM INSURANCE POLICYHOLDERS**

**IN TERMS OF THE GENERAL CODE FOR AUTHORISED**

**FINANCIAL SERVICES PROVIDERS AND REPRESENTATIVES**

**FOSCHINI RETAIL GROUP (PTY) LTD**

In terms of the Financial Advisory and Intermediary Services Act, you have the right to the following information:

**PLEASE READ CAREFULLY**

<b>DETAILS OF THE ADMINISTRATOR</b>	
(a) Name, physical address, postal address and telephone number	<p>Foschini Retail Group (Pty) is a private company with limited liability, incorporated in terms of company laws of South Africa, bearing registration number 1988/007302/07 (hereinafter referred to as “TFG”).</p> <p>Physical Address: Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500</p> <p>Postal Address: P O Box 6020, Parow East, 7501</p> <p>Telephone: 021 938 1911</p> <p>Facsimile: 021 937 5274</p> <p>External Compliance Officer: Loren Basson, telephone: 0861 273 783</p> <p>Web site: <a href="http://www.tfgfinancialservices.co.za">www.tfgfinancialservices.co.za</a></p> <p>Customer Care Line 0860 576 576</p>
(b) Legal and Contractual Status of the Provider	<p>Foschini Retail Group (Pty) Ltd is a licensed financial services provider (FSP 32719) and registered credit provider in terms of the National Credit Act (NCRCP#36). TFG performs services as an intermediary and binder holder under the Long Term Insurance Act, the Financial Advisory and Intermediary Services Act and the Binder Regulations, entering into Long Term policies. It has an agreement with Guardrisk, a cell captive insurer, and has the necessary mandates to act on behalf of Guardrisk and acts in accordance with the mandate which is in place.</p> <p>TFG holds Professional Indemnity insurance and Fidelity insurance cover. For a copy of TFG’s Conflicts of Interest Policy, please call Customer Services on 0860 576 576.</p>
(c) Complaints Department	<p>Should you have a complaint, or if you would like a copy of the TFG Complaints Resolution Policy, please call Customer Services on 0860 576 576.</p> <p>For all complaints, please first write a letter of complaint to us, the Administrator, as we would like to try and resolve it. If we have not been</p>

	<p>able to assist satisfactorily then you may escalate your complaint to Guardrisk.</p> <p>If the complaint to Guardrisk is not resolved to your satisfaction, you may submit the insurance complaint to the Industry Regulators, whose details appear below.</p>
(d) Type of policy involved	TFG is authorised in terms of FAIS to render intermediary services pertaining to Long-Term Insurance Category B1 products. Please see your policy document for individual insurance details.
(e) Extent of premium obligations you assume as policyholder	The Policy document and welcome letter details the frequency of premium payments and the amount which is due.
(f) Manner of payment of premium, due date of premiums	The Policy document and welcome letter details the manner of payment of the premiums, their due date and consequences of non-payment.

#### ABOUT THE INSURER

1. Name, physical address, postal address and telephone number	<p>Guardrisk Life Limited is a company incorporated in terms of company laws of South Africa, bearing registration number 1999/013922/06.</p> <p>Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP number 76).</p> <p>Physical Address: 102 Rivonia Road, Sandown, Sandton, 2196</p> <p>Postal Address: P.O. Box 786015, Sandton, 2146</p> <p>Telephone Number: 011 669 1000</p> <p>Compliance Officer:  Compliance@guardrisk.co.za  Email: info@guardrisk.co.za  Web site: www.guardrisk.co.za</p> <p>Please see the above-mentioned website for the Complaints Resolution Policy and Conflict of Interest Management Policy.</p>
2. Complaints department.	<p>Please note that all complaints regarding the services received from TFG must be referred to TFG on the number provided in paragraph (a) above.</p> <p>All complaints regarding the features of the product must be referred to Guardrisk Life Limited and can be forwarded to Email: complaints@guardrisk.co.za</p>
<b>PI and FG Cover</b>	Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.

**FAIS Registration:**

**Guardrisk Life Ltd is an authorised financial services provider (FSP number 76)**

#### **OTHER MATTERS OF IMPORTANCE**

If any complaint to the Administrator or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Long Term Insurance. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be sole reason for repudiating a claim. This is an optional and extra product that has been proposed by the Administrator to you (the Insured), and you have taken it out voluntarily and have not been forced to do so. You have the right to refuse this proposal. Since it is your choice whether or not to take out his product and as a result, no needs analysis will be done by the Administrator.

You must be informed of any material changes in the detail provided above about the Administrator and Guardrisk. If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 days. Subject to the Policy terms and conditions and this disclosure notice, 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 on Guardrisk to make sure the cancellation notice has been sent to you. You are entitled to a copy of this Policy free of charge. You confirm that you have read and understood the contents of this Policy.

#### **WARNING**

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurised to buy the product. Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance.

#### **INDUSTRY REGULATORS**

**Particulars of Ombudsman who is available to advise you in the event of claims problems that are not satisfactorily resolved by the Administrator and/or the Insurer-**

#### **The Ombudsman for Long Term Insurance**

Private Bag X45  
Claremont  
Cape Town  
7735

Tel: (021) 657 5000/0860 103 236 Fax: (021) 674 0951

Website: [www.ombud.co.za](http://www.ombud.co.za) Email: info@ombud.co.za

**Particulars of the Financial Advisory & Intermediary Services (FAIS) Ombudsman (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](http://www.faisombud.co.za)

**Particulars of Registrar of Long Term Insurance (if any complaint to the Administrator or Guardrisk is not resolved to your satisfaction)-**

Registrar of Long Term Insurance  
Financial Services Board  
P O BOX 35655  
Menlo Park  
0102

Tel: (012) 428 8000      Fax: (012) 347 0221      Email: [info@fsb.co.za](mailto:info@fsb.co.za)

Version 27.07.2017