

**TFG**  
**OPTIONAL INSURANCE TAKEN OUT AT THE INSURED'S CHOICE**  
**TFG Retrenchment Plan and TFG Retrenchment Plan Plus (Spouse) Policy &**  
**Disclosure Notice**  
(collectively, the "**Policy**")

**1. INSURER:**

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

**2. TYPE OF POLICY:**

Optional Short-term insurance: Retrenchment cover, Disability cover (for Permanent Disability and Temporary Disability) and Credit Insurance cover. This insurance is not credit life insurance.

**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 are 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.

- a. ACCEPTANCE/WELCOME LETTER:** means the letter sent to the Principal Insured from the Administrator confirming that the Principal Insured's application for TFG Retrenchment Plan/TFG Retrenchment Plan Plus (Spouse) insurance cover has been successful and that the Principal Insured has consented to taking out the insurance cover;
- b. CLAIM EVENT:** means the risk insured, namely the Retrenchment, Temporary Disability or Permanent Disability of the Insured;
- c. 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 1<sup>st</sup> premium is received by the Insurer (whichever is the earlier);
- d. DAYS:** means calendar days whether falling on a Saturday, Sunday or South African public holiday;
- e. DOCTOR:** means a validly registered medical doctor (with a valid practice number), in terms of the South African Health Professions Council. The doctor who confirms your condition when you are making a claim cannot be you, a relative or a close friend;
- f. INSURED:** means the Principal Insured and/or the Spouse;
- g. PERMANENT DISABILITY:** means that, while being permanently employed for 3 (three) months or longer, as a result of illness, disease or bodily injury, the Insured is incapable of working for an income or profit in their own occupation or another occupation for which they are or could reasonably be expected to become qualified by knowledge, training, education, ability,

age and/or experience and that the Insured has been boarded by their employer (declared medically unfit to do your job);

- h. PRINCIPAL INSURED:** means the adult, South African permanent resident who is over the age of 18 (eighteen) years, but not yet 60 (sixty) years of age, who has applied for insurance which has been accepted by the Insurer and who has an active and up-to-date TFG credit facility;
- i. PERMANENT EMPLOYMENT/PERMANENTLY EMPLOYED:** means to be employed for a position without a pre-determined time limit. Probation periods, self employment and fixed term employment contracts will not be regarded as permanent employment for purposes of this Policy;
- j. PRE-EXISTING CONDITION:** means, in the opinion of the Insurer and for purposes of this Policy, a health condition, bodily injury, defect, illness, disease, condition or other infirmity related to the Claim Event for which the Insured sought treatment within 12 (twelve) months before the first premium was paid;
- k. RETRENCH/RETRENCHMENT:** means the Insured becomes unemployed or suffers loss of employment due to the implementation of a staff reduction program by the Insured's employer. The Insured must have been permanently employed for at least three (3) months prior to his/her Retrenchment to be eligible for the Retrenchment benefit and the Credit Insurance benefit;
- l. SPOUSE:** means (where the Plus (Spouse) option has been elected by the Principal Insured and where the additional premium has been paid) the South African permanent resident who is the legal husband, wife, civil union or 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 sixty (60) years of age;
- m. TFG:** means the Administrator and any of its trading divisions or stores;
- n. TEMPORARY DISABILITY:** means, in the Insurer's opinion and for purposes of this Policy, where, while being permanently employed for 3 (three) months or longer:
  - i. The Insured has become temporarily disabled and is not able to work to earn an income for a period of 2 consecutive months or longer due to illness, disease or bodily injury;
  - ii. The Insured is unable to perform the essential duties of the Insured's usual occupation, or in another occupation for which the Insurer could reasonably expect the Insured to qualify because of their knowledge, training, education, ability and experience for 2 consecutive months or longer; and
  - iii. That the Insured is not engaged in any occupation and is under the regular care and attendance of a Doctor.
- o. WAITING PERIOD** means:
  - i. In respect of the Retrenchment benefit, a period of 3 (three) months commencing from the Commencement Date. For example: If the Claim Event occurs during the first 3 (three) months of the policy (from the Commencement Date), the Insured is not covered;
  - ii. In respect of the Permanent Disability and Temporary Disability benefits, if the Insured has no Pre-Existing Condition, a period of 3 (three) months commencing from the Commencement Date. For example: If the Claim Event occurs during the first 3 (three) months of the policy (from the Commencement Date), the Insured is not covered;

- iii. In respect of the Permanent Disability and Temporary Disability benefits, if the Insured has a Pre-Existing Condition, a period of 12 (twelve) months commencing from the Commencement Date. For example: If the Claim Event occurs during the first 12 (twelve) months of the policy (from the Commencement Date), the Insured is not covered;
- iv. In respect of the Credit Insurance benefit, a period of 3 (three) months commencing from the Commencement Date. For example: if the Claim Event occurs during the first 3 (three) months of the policy (from the Commencement Date), the Principal Insured is not covered.

## **5. OPERATIVE CLAUSE:**

In return for the timeous and prior payment of the required monthly premium by the Insured and receipt thereof by Guardrisk and subject to the terms of this Policy, on the occurrence of the Claim Event, Guardrisk will pay the benefits to the Insured or in the case of the Credit Insurance benefit, Guardrisk will pay such benefit to the Administrator 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 TFG credit facility (and as per clause 6(c) below). A Waiting Period is applicable to all the benefits.

## **6. BENEFITS PAYABLE:**

### **a. Retrenchment benefit**

- i. Subject to the terms and conditions of this Policy and provided that the Retrenchment occurs after the Waiting Period, Guardrisk will pay the Insured the amount of R20 000 (twenty thousand rand). This benefit will only be paid out once in every 24 (twenty four) month cycle, which shall be calculated from the Commencement Date.

### **b. Disability benefit**

#### **i. On the disability of the Insured:**

- **Temporary Disability**

- Subject to the terms and conditions of this Policy and provided the Temporary Disability occurs after the Waiting Period, Guardrisk will pay the Insured R2 000 (two thousand rand) for every month that the Insured is temporarily disabled, up to a maximum of 12 (twelve) consecutive months within a 24 (twenty four) month cycle, which shall be calculated from the Commencement Date. This amount will be paid as a lump sum on receipt of a certificate signed by a Doctor stating the length of time the Insured is unable to work and written confirmation of the certificate by the Insured's employer. This amount will not carry interest.
- If the Insured is temporarily disabled due to a recurrence of the same sickness or injury within 1 (one) month of returning to work after the Insured's previous successful claim, Guardrisk will recommence payment of the benefits without applying the waiting period, providing that the combined period the Insured is claiming for within the 24 (twenty four) month cycle is not longer than 12 (twelve) months in total.

- **Permanent Disability**

- Subject to the terms and conditions of this Policy and provided the Permanent Disability occurs after the Waiting Period, Guardrisk will pay the capital amount of R24 000 (twenty four thousand rand) (which consists of R2 000 per month for 12 months) to the Insured. This amount shall not carry interest and will only be payable once.
- On the date that the claim for the Permanent Disability benefit is accepted, the Policy will end: There will no longer be any Retrenchment cover, Temporary Disability cover, Permanent Disability cover or Credit Insurance cover from the date that a claim for Permanent Disability is approved.

**c. Credit Insurance benefit**

This applies to the Principal Insured only (I.e. the Credit Insurance benefit is not available to the Spouse) and the Waiting Period is applicable. Should the Principal Insured be Retrenched after the Waiting Period and the terms and conditions of this Policy are fulfilled, Guardrisk will pay to the Administrator:

- i. A maximum of 6 (six) consecutive R2 500 (two thousand five hundred rand) instalments to be credited to the Principal Insured's TFG credit facility. Where the instalments due to the Administrator by the Principal Insured are less than R2 500 (two thousand five hundred rand) per month, Guardrisk will pay the Administrator such lesser amount as is due and the Administrator shall credit the Principal Insured's TFG 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 TFG credit facility) from the date on which Retrenchment is effective.
- ii. Where the Principal Insured becomes re-employed at any time or when there is no outstanding balance on the Principal Insured's TFG credit facility, then the Administrator shall cease to credit the Principal Insured's TFG credit facility with any further amounts, from the date of re-employment of the Principal Insured.

**7. SPECIFIC EXCLUSIONS APPLICABLE TO THE DISABILITY BENEFIT:**

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

- a. The Insured had a Pre-Existing Condition and the Claim Event occurs within the first 12 (twelve) months of the Commencement Date, whether or not the Insured declared this in the application/proposal form at the Commencement Date;
- b. The Claim Event is due to cosmetic surgery, pregnancy, childbirth or abortion;
- c. The Insured has already received payment in terms of the Disability benefit within a 24 (twenty-four) month cycle;
- d. The Insured has already claimed for the same illness, disease or bodily injury before and it does not fall within the 1 (one) month period of returning to work specified in clause 6(b)(i) above;
- e. The Insured is disabled for a period of less than 2 (two) consecutive months (with regards to Temporary Disability); or
- f. The Insured was permanently employed for a period of less than 3 (three) months at the time of becoming Permanently Disabled or Temporarily Disabled.

**8. SPECIFIC EXCLUSIONS APPLICABLE TO THE RETRENCHMENT BENEFIT AND CREDIT INSURANCE BENEFIT:**

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

- a. The Claim Event arises directly or indirectly from or is traceable to the ill-health or incapacity of the Insured due to a medical condition, illness, accident, bodily injury, ill health, disease, cosmetic surgery, childbirth, abortion, pregnancy or miscarriage;
- b. The Claim Event is due to a strike, labour dispute or industrial action, whether the Insured took part or not;
- c. The Insured resigned or accepted voluntary retrenchment or redundancy;
- d. The Insured was aware, or had reasonable grounds to believe, at the Commencement Date, that the Insured would become unemployed, retrenched or redundant;
- e. The Insured took part in criminal activities;
- f. The Insured did or failed to do something that resulted in the Insured's dismissal;
- g. The Claim Event is due to the end of a fixed term contract of employment which was renewable, or any other non-permanent contract of employment;
- h. The Insured becomes self-employed, takes normal or early retirement, or becomes a partner in a partnership, member of a close corporation or a director of a company;
- i. The Insured owns more than 10% of the business which employs the Insured;

- j. The Claim Event is due to any lawfully constituted authority nationalising, or confiscating the assets of the Insured's employer;
- k. Being unemployed is a regular feature of the Insured's work, such as being a seasonal worker;
- l. The Insured is receiving any earnings, including under a restraint of trade agreement/clause, but excluding UIF;
- m. The Insured became unemployed because of fraud, dishonesty or any misconduct on the part of the Insured;
- n. Any action or omission by the Insured which resulted in dismissal in terms of the Insured's employment conditions;
- o. The Insured was permanently employed for a period of less than 3 (three) months prior to his/her Retrenchment; or
- p. As concerns the Retrenchment benefit, the Insured has already received payment in terms of the Retrenchment benefit within a 24 (twenty four) month cycle.

**9. GENERAL EXCLUSIONS APPLICABLE TO ALL BENEFITS:**

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

- a. The Insured was not permanently employed for a consecutive period of 3 (three) months immediately before the Claim Event occurred;
- b. The Insured is over 65 (sixty five) years of age at the time of the Claim Event;
- c. 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;
- d. The claim arises due to the Insured attempting to commit suicide (whether sane or insane);
- e. The claim arises due to the Insured travelling 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 ionising, radiations or contamination by radioactivity from any nuclear fuel or waste;
- f. The Insured refuses medical treatment as recommended by a medical practitioner;
- g. The Claim Event arises directly or indirectly from or is traceable to acts of war such as invasion, insurrection, revolution, military coup and terrorism;
- h. The claim for such benefit arises from any participation or attempt to participate in criminal activities; or
- i. The Insured engages 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, parasailing, go-carting, drag racing, rally driving, bungee-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.

**10. 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 will be notified of any premium increases. The Principal Insured authorises the Administrator to debit and collect the premium from her/his TFG credit facility and to pay it over to Guardrisk on her/his behalf in the amount as specified, and TFG's credit facility terms and conditions will apply in addition to the terms and conditions of this Policy.

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

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

<b>Disclosure in terms of Section 106(5)(b) of the National Credit Act 34 of 2005</b>	
Please take notice that, in terms of Section 106 (5) (b) of the Act, the purchase of the credit insurance policy proposed by TFG to the Principal Insured accrues the following:	
Costs of the credit insurance for which the Principal Insured is liable	R16.20
Binder and intermediary fee payable to TFG in relation to the policy	R4.05
<b>Premium payable</b>	<b>R20.25</b>

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

#### **11. CESSATION OF COVER:**

Cover under this Policy shall automatically end without prior notice to the Insured, at midnight on the day that:

- a. The premium is not received, meaning that the full TFG credit facility instalment is not received by the Administrator by the due date, for example the Principal Insured's TFG credit facility is in arrears;
- b. The Principal Insured's TFG credit facility is frozen as provided for under the National Credit Act;
- c. The Principal Insured's TFG credit facility is terminated or closed;
- d. the Permanent Disability Benefit becomes payable in respect of the Principal Insured under this Policy;
- e. The Principal Insured dies;
- f. The Policy terminates;
- g. The Principal Insured retires; or
- h. The Principal Insured reaches the age of 65 years,

whichever of the aforementioned events first occur.

Where the Plus (Spouse) option has been elected and where the additional premium has been paid and where the Permanent Disability Benefit becomes payable in respect of the Spouse, the Spouse reaches 65 (sixty-five) years of age or the Spouse retires, cover in respect of the Spouse only shall end and cover for the Principal Insured shall not end until any of the other events listed above in respect of the Principal Insured occur.

Where the Plus (Spouse) option has been elected and where the additional premium has been paid: Upon divorce or the permanent separation of the Spouse from the Principal Insured, the insurance cover for that Spouse 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 instalments originally agreed upon or extending the period for the repayment of the indebtedness beyond that originally agreed upon.

## 12. CLAIMS NOTIFICATION PROCEDURE:

The Insured has to notify the Administrator within 90 days of the Claim Event, otherwise the Insured will have to provide the Administrator with an affidavit, detailing the reasons for late submission of the claim. The claim may be rejected unless there are extenuating circumstances that prevented timeous notification.

The Insured will need to provide proof to the Administrator about the Insured's disability and retrenchment, and the circumstances leading to the claim.

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

When making a claim, the Insured must go to the nearest TFG store and hand in the fully completed claim form with the documents listed below. If the Principal Insured has lost the claim form that was attached to the Acceptance Letter, the Insured must request a copy from the nearest TFG store. It is important that the claimant is a person nominated by the Insured and is fully aware of the existence of this policy.

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

For claims regarding the Spouse option, the TFG Claims Department will only deal with the Insured.

The Insured must take the following documents to the store:

### **a. Retrenchment benefit and Credit Insurance benefit**

- Certified copy of the Insured's identity document;
- Certified copy of letter of retrenchment from employer;
- Certified copy of UI19 form from employer;
- Certified copy of certificate of service; and
- Certified copies of 6 (six) months bank statements (to be provided after 3 (three) months from date of Retrenchment).

### **b. Temporary Disability benefit and Permanent Disability benefit**

- Certified copy of the Insured's identity document;
- Certified copy of the Insured's detailed medical certificate, signed by the Insured's Doctor;
- Any other medical information the Administrator may need;
- A certified copy of their Boarding letter from their Employer; and
- Certified copy of certificate of service.

For both benefits, **affidavits** will be requested (see the claim form for details).

Additional information may be required in the case of all benefits, including information from any bank regarding bank account details. The Administrator will be entitled to request any Doctor or other medical practitioner or other person who may be in possession of, or hereafter acquires any information concerning the health of the Insured during the term of the Policy.

The store staff will fax or email the claim documents to the TFG Claims department. Contact details for the Claims Administration Department are:

- fax number: 021 937 5274
- email: [AIInsurance@tfg.co.za](mailto:AIInsurance@tfg.co.za)
- sharecall number: 0860 000 388

Where the Insured/claimant disputes Guardrisk's repudiation or rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Insured/claimant has 90 (ninety) days from the date of receipt of the rejection letter to appeal this decision in writing to Guardrisk (contact details per the Statutory notice attached to this policy). If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) day period, then the Insured/claimant has an additional 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.

Guardrisk is not liable after 12 (twelve) months have expired from the date of the Claim Event, unless the claim is the subject of a pending court case between Guardrisk and the Insured, or subject to arbitration, or is a claim for sums of money for which the Insured may become liable.

Notification of all claims that are submitted to the Administrator under this insurance shall be made to Guardrisk by the Administrator, on behalf of the Insured.

Please contact the Administrator for a copy of the Administrator's claims policy. The sharecall number is 0860 000 388.

**13. MISREPRESENTATION:**

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

**14. NO SURRENDERS OR CESSIONS:**

This Policy does not accrue a surrender, loan or paid-up value.

**15. 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.

**16. CANCELLATION:**

This Policy may be cancelled by the Principal Insured giving 30 days notice in writing to Guardrisk, care of the Administrator or it may be cancelled by Guardrisk giving 30 days notice in writing to the Principal Insured at the Principal Insured's last known address. Cover will end at midnight on the last day for which the premium has been paid and premiums will not be refunded.

**17. POLICY AMENDMENTS:**

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

**18. 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.

**19. 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.

**20. 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.

**21. PAYMENTS:**

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

**22. 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.

**23. AMOUNTS PAYABLE TO THE ADMINISTRATOR:**

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

**24. NO RIGHTS TO OTHER PARTIES**

Except for the cession and assignment by you to the Administrator as per the Policy, neither the Policy nor any of the rights granted therein shall be capable of further assignment nor shall any claim under a Policy be capable of being further ceded. No person or company other than the Administrator, acting under the cession contained herein, shall be entitled to any rights against the Insurer in respect of a Policy nor shall any persons or company other than the Administrator acting as aforesaid, be entitled to make any claim or demand on the Insurer under or in respect of a Policy.

**25. TREATING CUSTOMERS FAIRLY**

We have created a superior solution – encompassing products, processing and service – tailored to each of our customers' requirements. We will, at all times, deliver a superior customer experience, simplifying and improving our customers' lives. We 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 our culture
- Products and services are designed to meet your needs
- We will communicate clearly, appropriately and on time.
- We are not licensed to give advice. Queries regarding advice must be referred to Guardrisk.
- Our products and services meet your standards and are of an acceptable level

- There are no barriers to access our services or to lodge any complaints

## **26. ADDITIONAL DISCLOSURE DETAILS:**

### **a. Contact and other details of the Administrator**

- 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)
- VAT number: 4210187250
- Physical Address: Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500
- Postal Address: P O Box 6020, Parow East, 7501
- Telephone Number: 021 938 1911
- Fax Number: 021 938 5274
- Compliance Officer: 021 938 1911
- 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 the Claims Department on (021) 938 1911.
- 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.

### **b. Contact and other details of Guardrisk ("the Insurer")**

- Guardrisk is an Authorised Financial Services Provider (number 75) in terms of the Financial Advisory and Intermediary Services Act.
- VAT number: 4250138072
- Physical Address: 102 Rivonia Road, Sandown, Sandton, 2196
- Postal Address: P O Box 786015, Sandton, 2146
- Telephone Numbers: 011 669 1000
- Fax Numbers: 011 669 1931
- Compliance Officer: 011 669 1039
- Claims disputes: [claimsrejection@guardrisk.co.za](mailto:claimsrejection@guardrisk.co.za)

### **c. Other matters of importance**

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

### **d. Warnings to Insured**

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

## **27. INSURANCE 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](mailto:info@osti.co.za) Website: [www.osti.co.za](http://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](mailto:info@faisombud.co.za) Website: [www.faisombud.co.za](http://www.faisombud.co.za)

**The Registrar of Short-Term Insurance** (Financial Services Board) – if any complaint to the Administrator or Guardrisk is not resolved to your satisfaction:

P O Box 35655, Menlo Park, 0102  
 Tel: 012 428 8000, Fax: 012 347 0221