

Foschini Group
OPTIONAL INSURANCE TAKEN OUT AT THE INSURED'S CHOICE
Women's Only Platinum & Women's Only Plus ("Spouse") Policy & Disclosure
Notice
(collectively, the "**POLICY**")

1. UNDERWRITER:

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

2. TYPE OF POLICY:

Women's Only Platinum

Short-term insurance: Death (Accidental and Natural), Dread Disease (breast cancer, ovarian cancer, fallopian tube cancer, cervical cancer, uterine cancer, vaginal cancer or vulvar cancer), Complications of Pregnancy and Childbirth and Child Specific Cancer cover.

Women's Only Plus (Only applicable if the Spouse option is selected and the additional premium is paid)

Short-term insurance: Death (Accidental and Natural) and Dread Disease (prostate cancer or testicular cancer) cover.

This insurance is not credit life insurance or credit insurance as defined under the National Credit Act.

3. ADMINISTRATOR:

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

4. DEFINITIONS:

- a. **ACCEPTANCE LETTER/WELCOME LETTER:** means the letter sent to the Principal Insured from the Administrator confirming *inter alia* that the Principal Insured's application for Women's Only Platinum/Women's Only Plus insurance cover has been successful and that the Principal Insured has consented to taking out the insurance cover;
- b. **ACCIDENTAL DEATH:** means Bodily Injury (which directly and independently of all other causes) results within 60 days, in the death of the Insured and shall exclude Natural Death;
- c. **ACCIDENT:** means a sudden and unforeseen event, which could not reasonably have been expected to occur and which was not designed, and which at an identifiable time and place, results directly and independently of any other cause, in Bodily Injury;
- d. **BODILY INJURY:** means physical bodily injury to the Insured caused by an Accident. Bodily injury shall be deemed to include death by starvation, thirst and/or exposure to the elements;
- e. **CHILD SPECIFIC CANCER:** means the Child being diagnosed with either Leukemia, Brain tumor, Neuroblastoma, Lymphoma (including both Hodgkin and non-Hodgkin), Rhabdomyosarcoma, Retinoblastoma, Wilms Tumor, Bone cancer (including osteosarcoma and Ewing sarcoma), which means a first positive diagnosis of cancerous or malignant cells affecting either the blood-forming tissues, brain or spinal cord, nerve cells, skeletal muscles, retina, kidneys and bones, after the Commencement Date and Waiting Period;
- f. **CHILD/CHILDREN:** means the Principal Insured's unmarried minor insured 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 to the Administrator) up to 4 (four) children;
- g. **COMPLICATIONS OF PREGNANCY AND CHILDBIRTH:** includes either one of the following unexpected events occurring between weeks 1 to 25 of a pregnancy: toxæmia,

gestational hypertension, pre-eclampsia ectopic pregnancy, molar pregnancy, post partum haemorrhage, retained placenta membrane, placental abruption, placenta praevia, stillbirths (death of a fetus after 20 weeks of pregnancy), medically necessary emergency Caesarean sections and premature births where the child must be under special care, after the Commencement Date and Waiting Period;

- h. **CLAIM EVENT:** means the risk insured, namely:
- the Death of the Insured;
 - the first diagnosis of the Insured of a Dread Disease;
 - the first diagnosis of the Principal Insured of a Complication of Pregnancy and Childbirth;
- or
- the first diagnosis of the Child of a Child Specific Cancer;
- i. **COMMENCEMENT DATE:** means the date when this Policy commences and is effective, being the date that the take-up of this insurance product (i.e. Women's Only Platinum and/or Women's Only Plus) is captured on the Foschini Group credit facility system;
- j. **DAYS:** means calendar days whether falling on a Saturday, Sunday or South African public holiday;
- k. **DEATH:** means the Accidental Death or the Natural Death of the Principal Insured or Spouse;
- l. **DOCTOR:** means a validly registered medical doctor (with a valid practice number), in terms of the South African Health Professions Council, and qualified specialist physician/gynaecologist/urologist/oncologist/obstetrician.
- m. **DREAD DISEASE:** means the Principal Insured being diagnosed with either breast cancer, ovarian cancer, fallopian tube cancer, cervical cancer, uterine cancer, vaginal cancer or vulvar cancer, *which* means a first positive diagnosis of a malignant tumour or lobular carcinoma in one or both breasts, or cancerous or malignant cells found in one or both ovaries, one or both fallopian tubes, the cervix, the uterus, the vagina or the vulva of the Principal Insured (excluding skin cancer) *in situ* by a Doctor after the Commencement Date and Waiting Period;
- Where the Women's Only Plus (Spouse) option has been selected and where the additional premium has been paid, Dread Disease means the Spouse being diagnosed with either prostate cancer or testicular cancer, which means a first positive diagnosis of growing malignant cells within the prostate glands or within one or both testicles of the Spouse (excluding skin cancer) *in situ* by a Doctor after the Commencement Date and Waiting Period;
- n. **FOSCHINI GROUP** or **TFG:** means the Administrator and any of its trading divisions or stores;
- o. **INSURED:** means the Principal Insured or her Spouse (an adult male), depending on whether the Women's Only Platinum or Women's Only Plus (Spouse) option has been selected and where the additional premium has been paid under this policy;
- p. **NATURAL DEATH:** means Death that is not Accidental Death;
- q. **PRINCIPLE INSURED:** means the adult female, 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 up-to-date TFG credit facility;
- r. **SPOUSE:** (only applicable where the Women's Only Plus (Spouse) option has been elected where the additional premium has been paid) means the legal husband 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 60 (sixty) years of age;
- s. **WAITING PERIOD:** means, in respect of the Child Specific Cancer benefit, Complications of Pregnancy and Childbirth benefit, Dread Disease benefit and Natural Death benefit, a period of 3 months commencing from the Commencement Date. There is no Waiting Period for Accidental Death.

Where the Women's Only Plus (Spouse) option has been selected and where the additional premium has been paid, after the Commencement Date of this Policy (i.e. Women's Only Plus), the Waiting Period for any claim relating to the Spouse will commence from the date that the Spouse is captured on TFG's credit facility system.

5. OPERATIVE CLAUSES:

In return for the timeous and prior payment of the required monthly premium by the Principal Insured and receipt thereof by Guardrisk and subject to the terms of this Policy, Guardrisk will pay the benefit of the Claim Event to the Principal Insured if the Claim Event (being the Dread Disease benefit, Child Specific Cancer benefit or Complications of Pregnancy and Childbirth benefit) occurs during the life of the Insured or where the Principal Insured is deceased, to her claimant.

Where the Women's Only Plus (Spouse) option is selected and where the additional premium is paid, and where the Spouse is deceased, the benefit of the Claim Event (Natural or Accidental Death) will be paid to the Principal Insured.

A Waiting Period is applicable to the Child Specific Cancer benefit, Complications of Pregnancy and Childbirth benefit, Dread Disease benefit and Natural Death benefit. There is no Waiting Period for Accidental Death.

6. BENEFITS PAYABLE:

a. Death benefit

i. Women's Only Platinum (Principal Insured)

On the death of the Principal Insured, Guardrisk will pay (subject to the conditions of this Policy) the capital sum of R22 000, provided that, if the Death was a Natural Death, then Guardrisk will only pay this benefit if the death occurred after the Waiting Period. If the death was an Accidental Death, no waiting period applies. This amount shall not carry interest.

ii. Women's Only Plus (where the Spouse option has been selected and where the additional premium is paid)

On the death of the Spouse, Guardrisk will pay (subject to the conditions of this Policy) the capital sum of R12 100, provided that, if the Death was a Natural Death, then Guardrisk will only pay this benefit if the death occurred after the Waiting Period. If the Death was an Accidental Death, no waiting period applies. This amount shall not carry interest.

b. Dread Disease benefit

i. Women's Only Platinum (Principal Insured)

The Waiting Period is applicable to this benefit.

Subject to the conditions of this Policy, Guardrisk will pay the benefit of R44 000 if the Principal Insured is diagnosed with either breast cancer, ovarian cancer, fallopian tube cancer, cervical cancer, uterine cancer, vaginal cancer or vulvar cancer. This benefit is only payable if the first diagnosis was made after the Waiting Period. This amount shall not carry interest.

This Dread Disease benefit shall only be payable once during the term of this Policy for only one of the above-mentioned types of cancer. On the date that the claim for the Dread Disease benefit is accepted by the Administrator, there will be no further Dread Disease cover under this section of this Policy. All other benefits under this Policy, which include the Death benefit, Complications of Pregnancy and Childbirth benefit and Child Specific Cancer benefit will continue subject to the terms and conditions of this Policy, notwithstanding the acceptance of the Dread Disease benefit as stated herein

ii. Women's Only Plus (where the Spouse option has been selected and where the additional premium has been paid) - prostate or testicular cancer cover

The Waiting Period is applicable to this benefit.

Subject to the conditions of this Policy, Guardrisk will pay the benefit of R6 050 if the Spouse is diagnosed with either prostate cancer or testicular cancer. This benefit is only payable if the first diagnosis was made after the Waiting Period. This amount shall not carry interest.

This Dread Disease benefit shall only be payable once during the term of this Policy. On the date that the claim for the Dread Disease benefit is accepted by the Administrator, there will be no further Dread Disease cover under this section of this Policy. The Death benefit will continue until the Principal Insured or the Spouse dies (whichever of these events occurs first), subject to the terms and conditions of this Policy including the exclusions and lapsing provisions, notwithstanding the acceptance of the Dread Disease benefit as stated herein.

iii. Complications of Pregnancy and Childbirth benefit (Women's Only Platinum)

The Waiting Period is applicable to this benefit.

Subject to the terms and conditions of this Policy, Guardrisk will pay the benefit of R5 500 if the Principal Insured is diagnosed with a Complication of Pregnancy and Childbirth as defined. This benefit shall only be payable once (for only one of the Complications of Pregnancy and Childbirth listed in clause 4(g) above) per pregnancy and only if the first diagnosis was made after the Waiting Period.

iv. Child Specific Cancer benefit (Women's Only Platinum)

The Waiting Period is applicable to this benefit.

Subject to the conditions of this Policy, Guardrisk will pay the benefit of R11 000 if the insured Child is diagnosed with one of the Child Specific Cancers listed in clause 4(e) above. This benefit is only payable if the first diagnosis was made after the Waiting Period. This amount shall not carry interest.

A maximum of one claim (for one of the types of Child Specific Cancers) per child will be covered.

7. SPECIFIC EXCLUSIONS APPLICABLE TO THE DREAD DISEASE BENEFIT:

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

- a. a positive diagnosis of the Dread Disease was made by a Doctor, or the Principal Insured underwent a mastectomy or lumpectomy, prior to the Commencement Date;
- b. a positive diagnosis of the Dread Disease was made by a Doctor, or the Spouse underwent a prostatectomy, prior to the Commencement Date – this applies where the Women's Only Plus (Spouse) option has been selected and where the additional premium has been paid;
- c. The exclusions in (a) and (b) above, will not apply if the Principal Insured or Spouse has been declared medically free of the Dread Disease by a Doctor for 3 years or more prior to the Commencement Date;
- d. the Insured, upon the happening of the Dread Disease, fails to undergo any treatment, or employ the services of a service provider, recommended by a Doctor or fails to continue with such services or treatment as recommended by a Doctor;
- e. the Dread Disease benefit has been successfully claimed in terms of this Policy by the Insured and the Insured has been paid out this benefit; for clarity, this means that the Dread Disease benefit may only be claimed and paid out once during the term of this Policy;

8. SPECIFIC EXCLUSIONS APPLICABLE TO THE COMPLICATIONS OF PREGNANCY AND CHILDBIRTH BENEFIT:

Guardrisk will not be liable to pay any benefit under this Policy in the event of:

- a. false child labour;
- b. occasional spotting;
- c. physician-prescribed rest during the period of pregnancy;
- d. morning sickness;
- e. hyperemesis gravidarum (excessive vomiting); or
- f. miscarriage (which, for the purposes of this Policy, be regarded as the death of a fetus before 20 weeks of pregnancy).

9. SPECIFIC EXCLUSIONS APPLICABLE TO THE CHILD SPECIFIC CANCER BENEFIT:

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

- a. The child is older than 21 years of age at the time of the Claim event;
- b. a positive diagnosis of the Child Specific Cancer was made by a Doctor, prior to the Commencement Date;
- c. the exclusions in 9(b) above, will not apply if the insured Child has been declared medically free of the Child Specific Cancer by a Doctor for three years or more prior to the Commencement Date;
- d. the Insured, upon the diagnosis of the Dread Disease, fails to undergo any treatment, or employ the services of a service provider recommended by a Doctor, or fails to continue with such services or treatment as recommended by a Doctor;
- e. the Child Specific Cancer benefit has been successfully claimed in terms of this Policy for that that specific child; for clarity, this means that A maximum of 1 (one) claim per child will be covered

10. GENERAL EXCLUSIONS APPLICABLE TO ALL BENEFITS:

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

- a. the Insured is over 65 years of age at the time of the Claim Event;
- b. a claim for such benefit arises directly or indirectly from or is traceable to:
 - i. willful self-injury;
 - ii. if 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 South African Health Professions Council registered medical doctor (other than herself/himself where the Insured is such a doctor);
 - iii. the Insured committing suicide (whether sane or insane) or attempting to commit suicide;
 - iv. abortion or any condition arising therefrom;
 - v. being consequent upon, or contributed to by, cosmetic surgery or other elective surgery;
 - vi. any bodily injury, defect, illness, sickness, condition or other infirmity that has its origin prior to the Commencement Date;
 - vii. caused solely by an existing physical defect or other infirmity of the Insured;
 - viii. 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;
 - ix. flying in a single-engined aircraft or in a helicopter;
 - x. ionising radiations or contamination by radioactivity from any nuclear fuel or waste, including any loss directly or indirectly caused by or contributed to or arising from nuclear weapons material;
 - xi. the Insured refusing medical treatment as recommended by a South African Health Professions Council registered medical doctor;
 - xii. 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, sedition, sabotage or any activity associated with the foregoing, any act (whether on behalf of any organisation, 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, or by fear, 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;

- xiii. the Insured's participation in any riot or civil commotion;
 - xiv. the Insured's deliberate exposure to exceptional danger (except an attempt to save human life) or the Insured's own criminal act;
 - xv. engaging in hazardous or professional 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 or participation in a speed test (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, bungi-jumping, winter sports involving snow or ice, polo or horseback, steeple-chasing, or professional football or rugby.
- c. 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.

11. PREMIUM AND INTEREST PAYMENT:

The premium payable is the monthly amount specified in the Foschini Group 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 collect the premium from the Principal Insured's Foschini Group credit facility and to pay it over to Guardrisk on behalf of the Principal Insured in the amount as specified, and after this, the Foschini Group credit facility terms and conditions will apply.

The premium will be debited monthly to the Principal Insured's Foschini Group credit facility and the premium is due monthly. As per the Foschini Group credit facility terms and conditions, if payment of the full Foschini Group credit facility instalment is not received by the Administrator by the due date, this insurance 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 days of the due date, failing which this Policy shall end.

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's payment plan.

12. CESSATION OF COVER:

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

- a. the full premium is not received, meaning that the full Foschini Group credit facility instalment is not received by the Administrator by the due date (as provided for in clause 11 above), for example the Principal Insured's Foschini Group credit facility is in arrears;
- b. the Principal Insured's Foschini Group credit facility is frozen as provided for under the National Credit Act;
- c. the Principal Insured's Foschini Group credit facility is terminated or closed;
- d. the Principal Insured dies;
- e. the Death Benefit becomes payable in respect of the Principal Insured under this Policy;
- f. the Policy terminates; or
- g. the Principal Insured reaches the maximum expiry age of 65.

whichever of the aforementioned events first occur.

Where the Women's Only Plus (Spouse) option has been elected and where the additional premium has been paid and where the Spouse reaches 65 (sixty-five) years of age, cover in respect of the Spouse only shall end and cover for the Principal Insured shall not end until the Principal Insured reaches the age of 65 (sixty-five) years or until any of the other events as above in this clause occur.

Where the Women's Only 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.

Where a Child covered under the Child Specific Cancer benefit reaches the age of twenty-one (21) years of age, cover in respect of that Child shall end.

Cover in terms of the Dread Disease benefit will end for the Principal Insured if the Dread Disease benefit becomes payable in respect of the Principal Insured. Cover in terms of the Dread Disease benefit will end for the Spouse if the Dread Disease benefit becomes payable in respect of the Spouse.

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.

13. CLAIMS NOTIFICATION PROCEDURE:

All Accidental Death benefit claims must be submitted to the Administrator within 3 months of the death of the Principal Insured or Spouse. All Natural Death benefit claims must be submitted to the Administrator within 4 months of the death of the Principal Insured or Spouse. Where the Insured claims the Dread Disease benefit, or where she/he dies solely as a result of the Dread Disease, the claim must be made within 4 months of the diagnosis of the Dread Disease or the death of the Insured. Where the Principal Insured claims the Child Specific Cancer benefit or the Complication of Pregnancy and Childbirth benefit, the claim must be made within 4 months of the diagnosis of the Child Specific Cancer or the Complication of Pregnancy or Childbirth event.

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 Principal Insured or claimant (where the Principal Insured is deceased) must go to the closest Foschini Group 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 Foschini Group stores will provide copies on request.

The store staff will help the Principal Insured or claimant if needed.

For claims regarding Women's Only Plus (Spouse) option, TFG Insurance Claims Department will only deal with the Principal Insured.

Where the Principal Insured's Spouse is the Insured and where he is deceased, the Principal Insured will be the claimant.

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

a. Accidental and Natural Death benefit

- certified copy of the deceased's death certificate;
- certified copy of the deceased's identity document;
- certified copy of the deceased's marriage certificate (or other proof of legal marriage), if applicable;
- certified copy of the claimant's identity document.

b. Dread Disease benefit

- certified copy of the Insured's identity document;
- certified copy of the Insured's marriage certificate (or other proof of legal marriage), if applicable;
- certified copy of the filled-in Administrator's medical certificate. This form must be completed by a Doctor that is approved of by the Administrator; and
- any other medical information the Administrator may need.

c. Child Specific Cancer benefit

- certified copy of the Child's birth certificate;
- certified copy of the completed Administrator's medical certificate. This form must be completed by a Doctor that is approved of by the Administrator;
- in the event that the child is adopted, a certified copy of the adoption order is required; and
- any other medical information the Administrator may need.

d. Complications of Pregnancy and Childbirth benefit

- certified copy of the Insured's identity document;
- certified copy of the completed Administrator's medical certificate. This form must be completed by a Doctor that is approved of by the Administrator; and
- any other medical information the Administrator may need.

e. Affidavits

For both benefits, the following **sworn affidavits** will also be needed and have to be attached to the claims documentation:

- if the deceased (if applicable) 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; (not relevant for the Women's Only Plus (Spouse) option claims, as the Principal Insured will always be the claimant);
- if the surname of the claimant is different to that of the deceased: a sworn affidavit explaining why there are different surnames.

Where the Insured dies from the Dread Disease, the claim must meet the requirements of 13(a), (b) and (c) above.

Additional information may be required for 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 (whether the Insured is alive or deceased at the time the information is requested) during the term of the Policy, to disclose such information to it and such entitlement shall remain in force after the death of the Insured, as well as prior thereto.

If required by Guardrisk, the Insured's representative shall consent to a post-mortem examination of the deceased Principal Insured or Spouse by a Doctor appointed by Guardrisk.

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

- fax number: 021 937 5274
- email: claimsadmin@tfg.co.za
- sharecall number: 0860 000 388

Where the Principal Insured or claimant disputes Guardrisk's repudiation or rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Insured/claimant has 90 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 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 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 or claimant.

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

14. 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.

15. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, assigned or transferred.

16. 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.

17. 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 latter's last known address. Cover will end at midnight on the last day for which the premium has been paid.

18. 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 90 days before any other Policy amendment. The Administrator must inform the Principal Insured of any material amendment of the terms and conditions.

19. VALUE ADDED TAX:

All sums insured, amounts and limits reflected in this Policy and Foschini Group 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:

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

25. 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 Principal Insured.

26. 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

27. ADDITIONAL DISCLOSURE DETAILS:

- **Contact and other details of the Administrator**
 - o Foschini Retail Group (Pty) Ltd, the Administrator, is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP No.

32719) and a registered credit provider in terms of the National Credit Act (NCRCP No. 36)

- o Physical Address: Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500
- o Postal Address: P O Box 6020, Parow East, 7501
- o Telephone Number: 021 938 1911
- o Fax Number: 021 938 5274
- o External Compliance Officer: Loren Basson, telephone 0861 273 783
- o VAT registration number: 4210187250
- o 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.
- o The Administrator has Fidelity Guarantee insurance cover and Professional Indemnity insurance cover.
- o For a copy of the Administrator's Conflict of Interests Policy, please call Customer Services on 0860 576 576.
- o For a copy of the Administrator's Complaints Resolution Policy, please call Customer Services on 0860 576 576.
- o In the event of queries, the Principal Insured or claimant must call the Customer Services share call number which is 0860 576 576.

- **Contact and other details of Guardrisk:**

- o Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP No. 75)
- o VAT registration number: 4250138072
- o Physical Address: Tower 2, 102 Rivonia Road, Sandown, Sandton, 2196
- o Postal Address: P O Box 786015, Sandton, 2146
- o Telephone Numbers: 011 669 1000
- o Guardrisk Compliance Officer is available on the above numbers or at compliance@guardrisk.co.za
- o Claims disputes: claimsrejection@guardrisk.co.za
- o You can access our Complaints Resolution Policy at : www.guardrisk.co.za or **e-mail:** complaints@guardrisk.co.za
- o You can access our Conflict of Interest Management Policy at : www.guardrisk.co.za

- **Other matters of importance:**

- o This is an optional 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;
- o You must be informed of any material changes in the detail provided above about the Administrator and Guardrisk;
- o If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 days;
- o 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;
- o 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;
- o Subject to clauses 13 and 27 (above), Guardrisk and not the Administrator must give reasons for repudiating your claim;
- o Guardrisk may not cancel your insurance merely by informing the Administrator;
- o There is an obligation to make sure the cancellation notice has been sent to you;
- o You are entitled to a copy of this Policy free of charge; and

- o You confirm that you have read and understood the contents of this Policy.
- **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.

28. 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 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
Tel: 012 428 8000, Fax: 012 347 0221