

Foschini Group
OPTIONAL INSURANCE TAKEN OUT AT THE INSURED'S CHOICE
Men's Only 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:**

Short-term insurance: Death (Accidental and Natural) and Dread Disease (prostate cancer) cover. This insurance is not credit life insurance or credit insurance under the National Credit Act.

3. **ADMINISTRATOR:**

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

4. **DEFINITIONS:**

- a. **ACCEPTANCE LETTER:** the letter sent to the Insured from the Administrator confirming *inter alia* that the Insured's application for Men's Only insurance cover has been successful and that the Insured has consented to taking out the insurance cover;
- b. **ACCIDENTAL DEATH:** means death arising from an Accident;
- c. **ACCIDENT** means an unforeseen event, which could not reasonably have been expected to occur and was not designed, and which results in bodily injury and subsequently in the death of the Insured, caused directly and independently of all other causes, by some external and visible means arising from the said event, and excludes Natural Death. Bodily injury shall be deemed to include death by starvation, thirst and /or exposure to the elements, directly or indirectly resulting from mishap;
- d. **CLAIM EVENT:** means the risks insured, being the death of the Insured or the diagnosis of the Dread Disease (as defined);
- e. **DAYS:** means calendar days whether falling on a Saturday, Sunday or South African public holiday;
- f. **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 in prostates , excluding skin cancer;
- g. **DREAD DISEASE:** means the Insured being diagnosed with prostate cancer after the Inception Date, which means a first positive diagnosis of growing malignant cells within the prostate glands (excluding skin cancer) by a Doctor;
- h. **FOSCHINI GROUP:** means the Administrator and any of its trading divisions or stores;
- i. **INCEPTION DATE:** means the date when this Policy commences and is effective, being the date that the take-up of this insurance product is captured on the Foschini Group credit facility system;
- j. **INSURED:** means the person (an adult male) who has taken out this insurance and whose details are contained in the Acceptance Letter and who is a South African permanent resident with an active and up-to-date Foschini Group credit facility, whose application has been successful and whose age at the Inception Date does not exceed 60;
- k. **NATURAL DEATH:** means death that is not Accidental Death;
- l. **WAITING PERIOD:** means, in respect of the Dread Disease and Natural Death benefits, a period of 3 months commencing from the Inception Date. There is no Waiting Period for Accidental Death.

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, Guardrisk will pay the benefit of

the Claim Event to the Insured if the Claim Event (being the Dread Disease) occurs during the life of the Insured or where the Insured is deceased, to her/his claimant. A Waiting Period is applicable to the Dread Disease and Natural Death benefits. (There is no Waiting Period for Accidental Death.)

6. **BENEFITS PAYABLE:**

a. **Death benefit**

Guardrisk will pay (subject to the conditions of this Policy) the capital sum of R20 000 in the event of Accidental Death where the Insured dies within 60 days of the Accident. This amount shall not carry interest.

Subject to the Waiting Period (and subject to the conditions of this Policy), Guardrisk will pay the capital sum of R20 000, in the event of Natural Death. This amount shall not carry interest.

b. **Dread Disease benefit (prostate cancer)**

The Waiting Period is applicable to this benefit.

Subject to the Waiting Period (and subject to the conditions of this Policy), Guardrisk will pay the benefit, of R10 000. This amount shall not carry interest.

This 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, there will be no further Dread Disease cover. The death benefit, will however, continue until the Insured dies subject to the conditions of this Policy including the exclusions and lapsing provisions.

7. **GENERAL EXCLUSIONS:**

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

- i. the Insured is over 65 years of age at the time of the Claim Event;
- ii. the Dread Disease is diagnosed by a Doctor as being benign during the 3 years prior to the Inception Date. The exclusion will not apply if the Insured has been declared medically free of the Dread Disease by a Doctor for 3 years prior to the Inception Date;
- iii. a positive diagnosis of the Dread Disease was made by a Doctor, or the Insured underwent a prostatectomy, prior to the Inception Date;
- iv. 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;
- v. only as concerns the Dread Disease benefit, 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 this benefit may only be claimed and paid-out once during the term of this Policy;
- vi. a claim for such benefit arises directly or indirectly from or is traceable to:
 - willful self-injury or 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);
 - the Insured committing suicide (whether sane or insane) or attempting to commit suicide;
 - being consequent upon, or contributed to by, cosmetic surgery or other elective surgery;
 - any bodily injury, defect, illness, sickness, condition or other infirmity that has its origin prior to the Inception Date;
 - caused solely by an existing physical defect or other infirmity of the Insured;

- 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;
- flying in a single-engined aircraft or in a helicopter;
- 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;
- the Insured refusing medical treatment as recommended by a South African Health Professions Council registered medical doctor;
- 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 or war, rebellion, 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;
- the Insured's participation in any riot or civil commotion;
- the Insured's deliberate exposure to exceptional danger (except an attempt to save human life) or the Insured's own criminal act;
- 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.

b. 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.

8. PREMIUM AND INTEREST PAYMENT:

The premium payable is the monthly amount specified in the Foschini Group credit facility statement of account, subject to annual review. The Insured authorises the Administrator to debit and collect the premium from his Foschini Group credit facility and to pay it over to Guardrisk on his behalf the amount as specified, and after this, the Foschini Group 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 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 be cancelled 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 lapse.

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.

9. **CESSATION OF COVER:**

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

- the full Foschini Group credit facility instalment is not received by the Administrator by the due date (as provided for in clause 8 above) i.e. your Foschini Group credit facility is in arrears;
- the Insured's Foschini Group credit facility is frozen as provided for under the National Credit Act;
- the Insured's Foschini Group credit facility is terminated or closed;
- the Death Benefit becomes payable in respect of the Insured under this Policy;
- the Administrator ceases to participate in the Policy;
- the Policy terminates; or
- the Insured reaches the maximum expiry age of 65.

whichever of the aforementioned events first occur.

For the lapse of the Dread Disease benefit, please refer to clause 7(a)(v).

Guardrisk shall not be affected by any arrangements that may be made between the Administrator and the 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.

10. **CLAIMS NOTIFICATION PROCEDURE:**

All Accidental Death benefit claims must be submitted to the Administrator within 3 months of death of the Insured. All Natural Death benefit claims must be submitted to the Administrator within 4 months of the death of the Insured. 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 Dread Disease or the death of the Insured.

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 or claimant (where the 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 Insured has lost the claim form that was attached to the Acceptance Letter, the Foschini Group stores have copies.

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

The 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; and
- certified copy of the claimant's identity document.

b. Dread Disease benefit

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

c. Affidavits

For both benefits, the following **sworn affidavits** will also be needed and 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;
- 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 10(a), (b) and (c) above.

Additional information may be required in the case of both 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.

For the Accidental Death benefit, if required by Guardrisk, the Insured's representative shall consent to a post-mortem examination of the deceased Insured by a Doctor appointed by Guardrisk.

The store staff will fax the claim documents to the Foschini Group claims administration department. In the event of queries, the Insured or claimant must call the Customer Care share call number which is 0860 576 576.

Where the 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 the rejection letter to appeal this decision in writing to the Administrator (acting on behalf of Guardrisk). If the appeal is not successful or the dispute is not resolved at the end of this period then the Insured/claimant must within a further 90 days 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.

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 relevant particular, to Guardrisk, in which event any and all premiums so paid or payable shall be forfeited to Guardrisk.

12. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, assigned or transferred.

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. CANCELLATION:

This Policy may be cancelled by the 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 Insured at the

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

15. 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 Insured of any material amendment of the terms and conditions.

16. 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.

17. 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.

18. 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 Western Cape High Court, Cape Town, 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.

19. 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.

20. 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.

21. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:

Commission of 20% of the total monthly premium is payable to the Administrator, which is included in the monthly premium.

22. 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 Insured or the approved claimant shall in every case be a full discharge to Guardrisk.

23. ADDITIONAL DISCLOSURE DETAILS:

- **Contact and other details of the Administrator**

- The Administrator is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act and a registered credit provider in terms of the National Credit Act (NCRCP# 36)
- Physical Address: Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500
- Postal Address: P O Box 6020, Parow East, 7501
- Telephone Number: 021 938 1911
- Fax Number: 021 938 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.

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

- Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act
- Physical Address: 4th Floor, Alexander Forbes Place, 90 Rivonia Road, Sandton, 2196
- Postal Address: P O Box 786015, Sandton, 2146
- Telephone Numbers: 011 669 1000 / 021 401 9929
- Fax Numbers: 011 669 1931 / 021 415 4741
- Compliance Officer: 011 669 1039

- **Other matters of importance:**

- 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;
- 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 (above) and 24 (below), Guardrisk and not the Administrator must give reasons for repudiating your claim;
- Guardrisk may not cancel your insurance merely by informing the Administrator;
- There is an obligation to make sure the cancellation notice has been sent to you;
- You are entitled to a copy of this Policy free of charge; and
- You confirm that you have read and understood the contents of this Policy.

- **Warnings to Insured:**

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

24. **INSURANCE COMPLAINTS PROCEDURE**

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

Version: FINAL 3 June 2010