

**ACCOUNT BENEFITS & CLUB BENEFITS**  
**OPTIONAL INSURANCE**  
**DISCLOSURE NOTICE FOR SHORT TERM INSURANCE**  
**COMPONENTS**  
**IMPORTANT – PLEASE READ CAREFULLY**

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

**1. Matters of importance**

- You must be informed of any material changes to the information relating to the insurer and the intermediary.
- If material information was given orally, it must be confirmed in writing within 30 days.
- If any complaint to the intermediary or insurer 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.
- If the fee is paid by debit order:
  - (i) it may only be in favour of one person and may not be transferred without your approval, and
  - (ii) the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- The insurer and not the intermediary must give reasons for repudiating your claim.
- Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the cancellation notice has been sent to you.
- You are entitled to a copy of the policy free of charge.

## **2. Warning**

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make a note as to what is said to you.
- Don't be pressurised to buy the product; this is an optional and extra product.
- You have the right to reject the proposal or offer of insurance. It is your choice.
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

## **3. Particulars of Regulators who are available to advise you in the event of claim problems that are not satisfactorily resolved by the intermediary and/or the insurer:**

- (a) Short-term Ombudsman  
P O Box 30619, Braamfontein, 2107  
Tel: 011 726 8900; Fax: 011 726 5501
- (b) Registrar of Short-term Insurance  
P O Box 35655, Menlo Park, 0102  
Tel: 012 428 8000; Fax: 012 347 0221
- (c) The FAIS Ombud  
P O Box 74571, Lynwood Ridge , 0400  
Tel: 012 470 9080 /99; Toll free: 0860 324 766  
Fax: 012 348 3447  
Email: info@faisombud.co.za

## **DISCLOSURE DETAILS FOR ACCOUNT BENEFITS & CLUB BENEFITS**

### **Your insurer (“the Company”) is:**

Guardrisk Insurance Company Limited, 1992/01639/06

Alexander Forbes Place, 90 Rivonia Road, Sandton

P O Box 781692, Sandton, 2146

Tel: 011 669 1000; Fax: 011 669 1931

Compliance Officer: 011 669 1039

An Authorised Financial Service Provider

### **Name, class or type of policy involved:**

Short-term insurance: death benefit and account settlement

### **The intermediary:**

Foschini Retail Group (Pty) Ltd (“Foschini”), 1988/007302/07

340 Voortrekker Road, Parow East, 7501, Cape Town

P O Box 6020, Parow East, 7501, Cape Town

Tel: 021 938 1911 Fax: 021 938 7473

Compliance Officer: 021 938 1911

An Authorised Financial Services Provider and registered credit provider (NCRCP # 36)

### **Legal status:**

Foschini is a company incorporated in terms of South African company legislation and has an intermediary agreement with Guardrisk Insurance Company Limited.

### **Commission:**

#### **(a) Account Benefits:**

Commission of R0.19 per month (excl VAT) is received by Foschini.

This amount is subject to annual review.

**(b) Club Benefits:**

No commission is received.

**Claims notification procedure:**

Claimants (being the beneficiary) should approach their closest Foschini Group store and request a claim form. The details thereon must be fully completed; the store staff will provide any assistance required. Foschini will only deal with the beneficiary.

In addition, the beneficiary must take the following documents to the store:

- A certified copy of the deceased account-holder's death certificate
- A certified copy of the deceased account-holder's identity document
- A certified copy of the beneficiary's identity document
- Any other documents or information that Foschini requires including affidavits as detailed on the claim form.

The store will fax these documents to the Foschini claims administration department. In the event of any queries, the Customer Care number is 0860 576 576.

---

**POLICY DETAIL FOR ACCOUNT BENEFITS  
THE CONSUMER**

- (a) The Foschini Consumer named in the Credit Facility and who has elected to take out Account Benefits, and who is less than 40 years of age at the date upon which a claim may arise, whose death is caused by accidental, violent, external and visible means and to which Account Benefits relate;

OR

- (b) The Foschini Consumer named in the Credit Facility and who

has elected to take out Account Benefits, and who is 40 years of age or older at the date upon which a claim may arise and to which Account Benefits relate.

## **THE SUM INSURED**

**SECTION A**            The Balance of Indebtedness up to a maximum of R2 000

**SECTION B**            R2 000

Subject to the terms, exceptions and conditions (whether precedent or otherwise) and in consideration of, and conditional upon, the payment of the fee by or on behalf of the Consumer and receipt thereof by or on behalf of the Company, the Company agrees to compensate the Consumer by payment of the benefits in respect of an Insured Event occurring during the period of insurance up to the sums insured, limit of indemnity, compensation and other amounts specified.

The premium is currently R1.07 per month inclusive of VAT at 14%, which is charged every 6 months. This amount is subject to annual review, and is payable monthly.

## **GENERAL EXCEPTIONS APPLICABLE TO ACCOUNT BENEFITS**

1. The Company shall be not be liable in the event that the Consumer's death is related to or caused by:  
War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- 1.2 (a) Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause, which determines the proclamation or maintenance of martial law or state of siege military or usurped power;
- (b) Insurrection, rebellion or revolution;

- 1.3 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 means of fear, terrorism or violence;
- 1.4 Any attempt to perform any act referred to in clause 1.2 above;
- 1.5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1.1 to 1.4 above.

If the Company alleges that by reason of clauses 1.1 to 1.5 of this exception, the death of the Consumer is not covered by this Policy, the burden of proving the contrary shall rest on the Consumer.

2. The Company shall not be liable for loss of damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976, or any similar Act operative in any of the territories to which this Policy applies.
3. This policy does not cover
  - (a) any consequential loss;
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or arising from ionising, radiation or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only, combustion shall include the self-sustaining process of nuclear fission.
4. The indemnity provided by this Policy shall not apply to nor include any loss directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
5. The Company shall not be liable in respect of death arising directly or indirectly from:

- (a) The Consumer being affected (temporarily or otherwise) by alcohol, drugs or insanity;
  - (b) The Consumer committing or attempting to commit suicide or wilful self-injury;
  - (c) War, invasion, riot, civil commotion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection or military or usurped power;
  - (d) Any bodily injury or illness / sickness which has its origin prior to the coming into effect of this insurance.
6. The cover afforded by this insurance shall terminate as provided for under the heading “Account Benefits Fee”.

## **DEFINITION**

The following definition will apply to the terms used in this insurance as regards Account Benefits: “Balance of Indebtedness” shall mean the outstanding balance owed by the Consumer to Foschini under and in terms of her/his Credit Facility at the date of death of the Consumer, less any arrear instalments including any interest payable on such arrears.

## **SECTION A – ACCOUNT SETTLEMENT**

### **INSURED EVENT**

- (a): Where the Consumer is less than 40 years of age at the date upon which a claim may arise:**

In the event of the death of the Consumer, caused by accidental, violent, external and visible means, during the currency of the Credit Facility, the Company will settle the Balance of Indebtedness under the relevant Credit Facility as at the date of such death, up to a maximum settlement amount of R2 000.

- (b): Where the Consumer is aged 40 years or older at the date upon which a claim may arise:**

In the event of the death of the Consumer during the currency of the Credit Facility, the Company will settle the Balance of Indebtedness under the relevant Credit Facility as at the date of such death, up to a maximum settlement amount of R2 000.

## **SECTION B –DEATH BENEFIT**

### **INSURED EVENT**

**(a): Where the Consumer is less than 40 years of age at the date upon which a claim may arise:**

In the event of the death of the Consumer, caused by accidental, violent, external and visible means, during the currency of the Credit Facility, the Company will pay an amount of R2 000, which amount shall be paid by the Company to the Consumer's beneficiary.

**(b): Where the Consumer is aged 40 years or older at the date upon which a claim may arise:**

In the event of the death of the Consumer during the currency of the Credit Facility, the Company will pay an amount of R2 000, which amount shall be paid by the Company to the Consumer's beneficiary.

This benefit is in addition to the cover provided by Section A (Account Benefits) of the policy.

### **GENERAL CONDITIONS APPLICABLE TO ACCOUNT BENEFITS AS A WHOLE**

1. Notification of all claims under this insurance shall be made to the Company by Foschini on behalf of the Insured.
2. The Insured shall not be entitled to any benefits under this insurance unless all the conditions hereof have been complied with.
3. All benefits under this insurance shall cease immediately on

the cancellation or termination of the policy or non-payment of the fee, subject to a grace period of 15 days after the due date. If payment is not received by the end of the grace period, cover will cease from the due date.

4. The Insured acknowledges that the fee will attract interest in instances where the payment plan attracts interest; such interest is retained, and is levied at the same rate as that applicable to the relevant Credit Facility.
5. In the event of repudiation of any claims made under this insurance, the claim will lapse if no legal action is taken by the Insured within 3 months of such repudiation.
6. The policy may be cancelled by Foschini or the Company by giving 6 calendar months' notice to the other party to her/his last known address. On receipt of such notice of cancellation by the Company, Foschini shall notify the Insured. Such cancellation shall have the effect of prohibiting the issue of further insurance in respect of any Credit Facility within 6 calendar months of the date of such notice and of invalidating all insurance issued within 6 calendar months of the date thereof.
7. This policy shall be voidable in the event of any relevant misrepresentation, fraud, mis-description or non-disclosure.
8. All claims under this insurance must be made in writing with supporting documentation and be received by Foschini within 3 months of the incident in the event of unnatural death, and within 6 months of the incident in the event of death occasioned by natural causes.

### **SPECIFIC CONDITIONS**

1. All claims under this insurance must be made in writing. Foschini shall furnish to the Company such proof as they have been able to obtain from the beneficiary of the Consumer relating to such claim.

2. The Company shall be entitled to request any doctor or other person who may be in possession of, or hereafter acquires, any information concerning the health of the Consumer during the currency of the agreement, to disclose such information to the Company, and such entitlement shall remain in force after the death of the Consumer as well as prior thereto.

### **ACCOUNT BENEFITS FEE**

The Account Benefits fee, billed bi-annually, is payable monthly and cover/ protection endures for a period of 6 months from the date of billing. A grace period of 15 days is allowed for payment after the due date. If payment of the Credit Facility instalment due is not made by the end of the grace period, cover will be suspended from the due date.

Where no fee has been billed, no cover/protection will be in force. Where the Credit Facility has a balance of zero or a credit balance, the fee will not be billed and cover/protection will cease.

By agreeing to take-out Account Benefits, the Consumer consents to Foschini debiting and collecting the fee from the Consumer's Credit Facility; afterwards, in addition to this policy, the terms and conditions of the Credit Facility will apply.

Where the Insured's Credit Facility is frozen as provided for in the National Credit Act, the Account Benefits fee cannot be billed to the Credit Facility and cover/protection will lapse.

## **POLICY DETAIL FOR CLUB BENEFITS**

### **THE CONSUMER**

The Foschini or RCS Cards (Pty) Ltd Consumer named in the Credit Facility and who has elected to be a member of the Club, and to whom Club Benefits relate.

### **THE SUM INSURED**

**SECTION A**            The Balance of Indebtedness up to a maximum of R1 500

**SECTION B**            R2 000

Subject to the terms, exceptions and conditions (whether precedent or otherwise) and in consideration of, and conditional upon, the payment of the fee by or on behalf of the Consumer and receipt thereof by or on behalf of the Company, the Company agrees to compensate the Consumer by payment of the benefits in respect of an Insured Event occurring during the period of insurance up to the sums insured, limit of indemnity, compensation and other amounts specified.

### **GENERAL EXCEPTIONS APPLICABLE TO CLUB BENEFITS**

1. The Company shall not be liable in the event that the Consumer's death is related to or caused by:
  - 1.1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - 1.2(a) Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege military or usurped power;
  - (b) Insurrection, rebellion or revolution;
  - 1.3. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to

overthrow or influence any State of Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

- 1.4 Any attempt to perform any act referred to in clause 1.2 above;
- 1.5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 1.1 to 1.4 above.

If the Company alleges that by reason of clauses 1.1 to 1.5 of this exception, the death of the Consumer is not covered by this Policy, the burden of proving the contrary shall rest on the Consumer.

2. The Company shall not be liable for loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976, or any similar Act operative in any of the territories to which this Policy applies.
3. This policy does not cover
  - (a) any consequential loss;
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or arising from ionising radiation or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only, combustion shall include the self-sustaining process of nuclear fission.
4. The indemnity provided by this Policy shall not apply to nor include any loss directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
5. The Company shall not be liable in respect of death arising directly or indirectly from:
  - (a) the Consumer being affected (temporarily or otherwise)

- by alcohol, drugs or insanity:
- (b) the Consumer committing or attempting to commit suicide or wilful self-injury;
  - (c) war, invasion, riot, civil commotion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, mutiny, revolution, insurrection or military or usurped power;
  - (d) any bodily injury or illness / sickness which has its origin prior to the coming into effect of this insurance.
6. The cover afforded by this insurance shall terminate as provided for under the heading “Club Benefits Fee”.

## **DEFINITION**

The following definition will apply to the terms used in this insurance as regards Club Benefits: “Balance of Indebtedness” shall mean the outstanding balance owed by the Consumer to Foschini or RCS Cards (Pty) Ltd under and in terms of her/his Credit Facility at the date of death of the Consumer, less any arrear instalments including any interest payable on such arrears.

## **SECTION A – ACCOUNT SETTLEMENT**

### **INSURED EVENT**

In the event of the death of the Consumer during the currency of the Credit Facility, the Company will settle the Balance of Indebtedness under the relevant Credit Facility, as at the date of such death, up to a maximum settlement amount of R1 500.

## **SECTION B –DEATH BENEFIT**

### **INSURED EVENT**

In the event of the death of the Consumer during the currency of the Credit Facility, the Company will pay an amount of R2 000, which amount shall be paid by the Insurer to the Consumer’s beneficiary.

This benefit is in addition to the cover provided by Section A (Club Benefits) of the policy.

## **GENERAL CONDITIONS APPLICABLE TO THE CLUB BENEFITS AS A WHOLE**

1. Notification of all claims under this insurance shall be made to the Company by Foschini on behalf of the Insured.
2. The Insured shall not be entitled to any benefits under this insurance unless all the conditions hereof have been complied with.
3. All benefits under this insurance shall cease immediately on the cancellation or termination of the policy or non-payment of the fee each month, subject to a grace period of 15 days after the due date. If payment is not received by the end of the grace period, cover will cease from the due date.
4. The Insured acknowledges that the fee will attract interest in instances where the payment plan attracts interest; such interest is retained, and is levied at the same rate as that applicable to the relevant Credit Facility.
5. In the event of repudiation of any claims made under this insurance, the claim will lapse if no legal action is taken by the Insured within 3 months of such repudiation.
6. The policy may be cancelled by Foschini or the Company by giving 1 calendar month's notice to the other party to her/his last known address. On receipt of such notice of cancellation by the Company, Foschini shall notify the Insured. Such cancellation shall have the effect of prohibiting the issue of further insurance in respect of any Credit Facility within 6 calendar months of the date of such notice and of invalidating all insurance issued within 6 calendar months of the date thereof.
7. This policy shall be voidable in the event of any relevant misrepresentation, fraud, mis-description or non-disclosure.

8. All claims under this insurance must be made in writing with supporting documentation and be received by Foschini within 3 months after the incident in the event of unnatural death, and within 4 months of the incident in the event of death occasioned by natural causes.

### **SPECIFIC CONDITIONS**

1. All claims under this insurance must be made in writing. Foschini shall furnish to the Company such proof as they have been able to obtain from the beneficiary of the Consumer relating to such claim.
2. The Company shall be entitled to request any doctor or other person who may be in possession of, or hereafter acquires, any information concerning the health of the Consumer during the currency of the insurance to disclose such information to the Company and such entitlement shall remain in force after the death of the Consumer as well as prior thereto.

### **CLUB BENEFITS FEE**

Fees are billed monthly, and cover/benefits endure/s until the next monthly billing. A grace period of 15 days is allowed for payment after the due date. If payment of the Credit Facility instalment due is not made by the end of the grace period, cover will be suspended from the due date.

Where, at the election of the Consumer, no Club fee has been billed, no cover and benefits will be in force.

By agreeing to take-out Club Benefits, the Consumer consents to Foschini debiting and collecting the fee from the Consumer's Credit Facility; afterwards, in addition to this policy, the terms and conditions of the Credit Facility will apply.

Where the Insured's Credit Facility is frozen as provided for in the National Credit Act, the Club Benefits fee cannot be billed to the Credit Facility and cover/the benefits will lapse.

## **NAMIBIA**

For Namibian customers, all the terms and conditions, and disclosure details above apply mutatis mutandis, but the following company and contact details apply;

### **Your insurer ("the Company") is:**

Alexander Forbes Insurance Company Limited, Reg 2003/374  
6th floor, Carl List House, 27 Fidel Castro Street, Windhoek, Namibia  
P O Box 4386, Windhoek, Namibia  
Tel: 061 270 4700; Fax: 061 270 4732

### **The intermediary:**

Fashion Retailers (Pty) Ltd, Reg 821  
24 Orban Street, Klein Windhoek, Namibia  
P O Box 30, Windhoek, Namibia  
Tel: 27 21 938 1911; Fax: 27 21 938 7473

### **Legal status:**

Fashion Retailers (Pty) Ltd is a company incorporated in terms of Namibian company legislation and has an intermediary agreement with Alexander Forbes Insurance Company Limited.

All monetary amounts are the same but are in N\$ and VAT is at 15%.

Reference to the War Damage Insurance and Compensation Act, 1976 is a reference to the Namibian War Damage Insurance and Compensation Act.

Version: May 2010

## **Indemnity Agreement: Lost Card Protection**

# INDEMNITY AGREEMENT FOR LOST CARD PROTECTION

## 1. Who is who in this Agreement

This Agreement is between Foschini Retail Group (Pty) Ltd (“We” or “Us”) and the Foschini Group store account customer, “You” (or “Your”), where You decide to take out Account Benefits. Lost Card Protection is one of the products making-up Account Benefits.

## 2. What is Lost Card Protection (“LCP”)?

- a. LCP is offered, advertised and charged as part of the Account Benefits product but it is a separate contract between You and Us. The two insurance parts of Account Benefits are the death benefit and account settlement that have their own terms and conditions separate to these that deal only with LCP.
- b. Whenever Account Benefits is mentioned in this Agreement, it refers only to LCP, unless this Agreement says something different about this.
- c. LCP is not an insurance product and the National Credit Act, insurance and financial services laws do not apply.
- d. Account Benefits (which includes LCP) is an optional and extra product which You may take out at Your choice and voluntarily. You have the right to refuse the offer or proposal.
- e. By taking out Account Benefits, you get LCP. LCP is not offered as a separate product on its own.
- f. This LCP Agreement is an indemnity agreement. This means that we will not hold You responsible for the payment of purchases made using Your Foschini Group store card (“Card”) where it is lost, stolen or fraudulently used, and where You comply with the terms of this Agreement. We will then not charge Your Foschini Group Store Account (“Store Account”) for these purchases or if they

- have been charged already, we will reverse the charge.
- g. To benefit from LCP, You must comply with all the terms and conditions in this Agreement.
  - h. We retain ownership of the Card, and may cancel it or withdraw it at any time. You have the right to possess the Card and use it as agreed.

### **3. When do You have LCP cover and when will it fall away?**

- a. From the date that You take out Account Benefits, which includes LCP, You will have LCP cover.
- b. If You do not keep Your Store Account payments up-to-date by always paying at least the amount due every month (which is called a monthly installment), Your cover will fall away, in other words, it will terminate. Account Benefits will automatically start again when Your Store Account is up to date and You are not behind with any payments that must be made to Us.
- c. It will also end where You or We cancel Account Benefits, as described in clause 8 below.
- d. If Your Store Account is frozen because of proceedings relating to the National Credit Act, Account Benefits will automatically end.
- e. If Your Store Account has a zero balance, we will not charge the monthly Account Benefits fee and Account Benefits will terminate.
- f. It will also terminate as provided for in clause 9 below.

### **4. Your Card**

- a. To buy goods and services from any of Our stores using your Store Account, You must use Your Card.
- b. You are responsible for keeping Your Card safe and making sure it is used properly, including making sure that your

Store Account is used only by You.

- c. Only You may use the Card and make purchases on Your Store Account. You may not transfer it to someone else or give someone else permission to use it unless we have authorised the use of the Card by your spouse.

## **5. What to do when Your Card is lost, stolen or fraudulently used**

- a. If You lose Your Card, or if it is stolen or fraudulently used, You must tell Us immediately by phoning 0860 576 576. Our office hours are:
  - i. Weekdays and Saturdays: 08h30 to 21h00
  - ii. Sundays and public holidays: 08h30 to 19h00  
(These hours may change from time to time).
- b. We will not accept any claims that arise 3 months or more after the theft, fraud or loss of the card.
- c. We will then cancel the Card and no more purchases may be made on Your Store Account using Your cancelled Card.
- d. Where Your Card has been stolen or fraudulently used, You must also go to your nearest South African Police Services Station to report the theft or fraud. The Police will give You a case number. Once You have this number, You must phone Us again and tell Us this number (and also give Us more information if We need this).

## **6. How LCP works:**

- a. After You have phoned us (and only after We have the Police case number in situations where the Card has been stolen or fraudulently used), Our Forensics Department (“Forensics”) will investigate the alleged loss, theft or fraudulent use of Your Card. It will also investigate the purchases that You say You did not make using Your Card

- because it was lost, stolen or fraudulently used.
- b. Forensics will look at the evidence to make a decision. The evidence may include the following:
1. looking at the signature on the sales invoices or other documents that relate to the purchases;
  2. examining video camera evidence taken at the time when the purchases were made and Your Card used;
  3. any written explanation from You about why a signature mentioned in 1 above may be similar to Yours; and
  4. any other evidence that Forensics uses to make a decision including asking You for information and various documents.
- c. After Forensics has finished its investigation, it will phone You to let You know what it has decided. A decision of Forensics is final.
- i. Forensics will either:
1. accept that after Your Card was lost, stolen or fraudulently used, You did not make the purchases You claim You did not make; or
  2. decide that after Your Card was lost, stolen or fraudulently used, You did make the purchases; and
  3. It will decide the amount that will be covered under this Agreement and for which it will not hold you liable to pay.
- ii. Where We accept that You did not make the purchases (or certain of them), We will reverse the purchases from Your Store Account if they have been charged already. If You have not been charged for them, We will make sure that You are not charged for them. This means that You will not have to pay for the goods (all or only some) that were bought using Your Card. Remember that this will only be for purchases (all or some) that were made using Your Card

between the date when Your Card was stolen, lost or fraudulently used and the date when You phoned us to tell us this, and We have cancelled Your Card. You will also not have to pay the fee for your first replacement Card.

- d. We will phone you when Your new Card is ready to be posted to a store and ask You to let us know which store will suit You best for collection of the Card. We will then post the Card to this store and the store will phone You when it may be collected. When You collect Your Card, you must have your green identity book with You and Your Card will be activated while You are in the store.
- e. We will use the postal address that is on Our system (“Address”) unless You let us know beforehand that it has changed.

## **7. Fee for Account Benefits (which includes LCP)**

- a. The fee for LCP is included in the fee for Account Benefits and is as per your monthly statement and as advised when you took out Account Benefits.
- b. The Account Benefits fee is charged or debited to Your Store Account every 6 months but You pay it off every month. This fee is added to all Your other purchases made on Your Store Account.
- c. If You do not pay the amount shown on your statement as being due to Us each month, Account Benefits will automatically end on the date that this amount was due to Us. This is because it means that the Account Benefits fee has not been paid.
- d. Your statement from Us will show You what amount You must pay Us and by when.
- e. By choosing to take out Account Benefits, You agree that We may debit the Account Benefits fee to Your Store Account

and also collect it from Your Store Account.

- f. This means that the terms and conditions that apply to the charging and payment of the Account Benefits fee, as well as the charging of interest on the Account Benefits fee, are found in Your Store Account terms and conditions.
- g. If Your Store Account has a zero, we will not charge the monthly fee and Account Benefits will terminate.
- h. Every year, We may decide to increase the Account Benefits fee. We will let You know in writing if We decide to increase it.

## **8. Cancelling LCP**

- a. You may cancel Account Benefits (of which LCP is a part), at any time but You must give us 6 calendar months notice in writing.
- b. It is not possible to terminate only LCP.
- c. We may also cancel it at any time by giving You 6 calendar months notice in writing. We will send You the cancellation letter to Your Address.
- d. When it is cancelled You will no longer have Account Benefits. Midnight it ceases and terminates.

## **9. You must tell the truth**

- a. You must always give Us information that is:
  - i. true and correct; and
  - ii. complete. Make sure that nothing is missing.
- b. If You do not give true, correct and complete information, We may:
  - i. end Your cover; and
  - ii. refuse to give You the benefits in this Agreement.
- c. You must not commit fraud or make a fraudulent claim. If You do commit fraud or act fraudulently, We will lay charges with the police and Account Benefits will automatically end.

We will not give You back any of the Account Benefits fee which You have paid to Us.

- d. We may also ask You to assist us in Our investigations in trying to find out who made the fraudulent purchases, or purchases where Your Card was lost or stolen. You agree to co-operate with Us and provide assistance as asked. This may include assisting us where we decide to lay a charge with the South African Police Services, and also with the police.

## **10. GENERAL INFORMATION**

- a. We will only deal with You. Claims must not be made by someone else whether on your behalf or not.
- b. Any changes by Us to this Agreement must be in writing.
- c. If We allow You any indulgences, it does not affect Our rights under this Agreement. It also does not mean that We must allow You any similar indulgences again. For example, if We give You extra time to make a claim on one occasion, We do not have to give you extra time to make a claim on another occasion.
- d. Please make sure You understand what You are agreeing to.
- e. You must tell Us immediately You become aware of any police prosecutions (against You or anyone else) relating to claims under this Agreement.