

**Foschini Group**  
**ActivePulse Insurance Policy & Disclosure Notice**  
(collectively, the “Policy”)  
**Accidental Death and Income Protector (when Hospitalized):**  
**OPTIONAL INSURANCE**

**1. UNDERWRITER:**

This Policy is underwritten by Guardrisk Insurance Company Limited (1992/001639/06) (“Guardrisk”).

**2. TYPE OF POLICY:**

Short-term insurance: Accidental Death and Income Protector (when Hospitalized).

**3. ADMINISTRATOR:**

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

**4. DEFINITIONS:**

- a. **ACCIDENT:** means an unforeseen event, which could not reasonably have been expected to occur and was not designed, and which results 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 death by natural causes;
- b. **CLAIM EVENT:** means the Accidental death of the Principal Insured or Spouse, or Hospitalization of the Principal Insured or Spouse;
- c. **FOSCHINI GROUP:** means the Administrator and any of its trading divisions or stores;
- d. **INCEPTION DATE:** means the date on which this Policy commences and is effective;

- e. **INSURED:** means the Principal Insured and / or the Spouse;
- f. **PRINCIPAL INSURED:** means the Principal Insured life who takes out this insurance with the Administrator and who is a South African Foschini Group account-holder, whose application has been successful and whose maximum age at the Inception Date does not exceed sixty (60) years of age;
- g. **SPOUSE:** means (where the Spouse option has been elected by the Principal Insured and where the additional premium has been paid) the legal husband, wife or civil union partner of the Principal Insured and as nominated in writing by the Principal Insured. The Spouse's maximum age at the Inception Date must not exceed sixty (60) years of age;

## **5. OPERATIVE CLAUSE:**

In return for the timeous payment of the required monthly premium and subject to the terms of this Policy, Guardrisk will pay the benefits as defined below. A Waiting Period is applicable to the Income Protector benefit.

## **6. BENEFITS PAYABLE:**

### **a. Accidental Death benefit**

This applies to the Principal Insured and/or Spouse.

Guardrisk will pay the capital sum of R10 000 (ten thousand Rand), in the event of Accidental bodily injury to the Insured directly and independently of all other causes resulting, within two (2) calendar months, in death. Bodily injury shall be deemed to include death by starvation, thirst and /or exposure to the elements, directly or indirectly resulting from mishap.

### **b. Income Protector benefit (when Hospitalized)**

This applies to the Principal Insured and/or Spouse and the Waiting Period is applicable.

If, during the period of insurance and after expiry of the Waiting Period, the Insured is Admitted, Guardrisk shall, subject to the conditions of this Policy, pay the daily benefit of R125 (one hundred and twenty-five Rand) for each consecutive twenty-four (24) hour period, (calculated from the first hour of Admission), directly to the Insured up to a maximum of thirty (30) twenty-four (24) hour periods per twelve (12) consecutive calendar months, the latter being calculated from the Inception Date.

## **7. SPECIFIC PROVISIONS APPLICABLE TO INCOME PROTECTOR:**

### **a. Specific definitions applicable to this benefit:**

- **ADMISSION / ADMITTED:** means admission (or being admitted) to a Hospital or a Hospital intensive care unit for a period of at least seventy-two (72) hours, as a registered in-patient on the recommendation of a qualified and registered medical practitioner;
- **HOSPITAL:** means any institution within the Southern African Customs Union which in the opinion of Guardrisk meets all of the following criteria:  
maintains permanent and full-time facilities for the care of overnight residential patients, and has diagnostic and therapeutic facilities for surgical and medical diagnosis, treatment and care of injured and sick persons by or under the supervision of a staff of qualified and registered medical practitioners and continuously provides 24 (twenty four) hours a day nursing services supervised by registered nurses or nurses with equivalent qualifications and is not, other than incidentally, either a mental institution, or a nursing or convalescent home or a place for rest or for the aged, or a place for addicts or alcoholics, or health hydro, natural cure clinic or similar establishment, or an institution providing long-term care for the blind, deaf, dumb or other

handicapped persons;

- **WAITING PERIOD:** means, in respect of the Income Protector benefit, a period of three (3) months commencing from the Inception Date.

b. Specific conditions applicable to this benefit:

- To receive the specified daily benefit, the Insured must have been Admitted and the Waiting Period must have expired;
- Each daily benefit shall be payable at the end of the period of Admission or until 30 (thirty) twenty-four (24) hour periods have been paid as per clause 6(b) above, whichever is the earlier;
- No sum payable under this Policy shall carry interest;
- The Insured (or in the event of her/his death, the claimant) shall give notice of a claim to the Administrator not later than 30 (thirty) days from Admission;
- Failure to give notice in the time prescribed shall not invalidate a claim if it can be shown to the Administrator's satisfaction that notice had been provided to it as soon as was reasonably practicable, and in any event within 1 (one) year of Admission or the date of death.
- The Insured/claimant shall furnish at her/his own expense such proof as is required by the Administrator regarding the claim.

c. Specific exclusions applicable to this benefit:

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

- consequent upon, or contributed to by, cosmetic surgery or other elective surgery;
- consequent upon, or contributed to by, pregnancy or childbirth; or
- for seventy-two (72) hours or less.

## **8. GENERAL EXCLUSIONS:**

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

- the Principal Insured or Spouse is over 65 (sixty five) years of age at the time of the Claim Event;
- a claim for such benefit arises directly or indirectly from or is traceable to:
- wilful self-injury or the Insured is affected temporarily, influenced or otherwise, by alcohol, narcotics or drugs;
- where the Insured commits suicide (whether sane or insane) or attempts to commit suicide;
- any bodily injury, defect, illness, sickness, condition or other infirmity that has its origin prior to the Inception Date;
- 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;
- ionizing radiations or contamination by radioactivity from any nuclear fuel or waste;
- the Insured refusing medical treatment as recommended by a medical practitioner;
- 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 organization, 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, 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;

- participation in criminal activities; and
- engaging in hazardous sports such as (but not limited to): aviation sport, paragliding, underwater diving, hang-gliding, game hunting, spear fishing, rock climbing, cycle racing, mountaineering, racing of any kind (whether as passenger or as driver) involving the use of any power driven vehicle, vessel or craft, skydiving / parachuting, 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.

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.

## **9. 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 premium will be debited monthly to the Principal Insured's Foschini Group credit facility and the premium is due monthly. If payment of the full Foschini Group credit facility instalment is not received by the Administrator by the due date, this insurance shall be deemed to have been 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.

There is an additional premium (as specified in the Foschini Group credit facility statement of account, subject to annual review) payable for the Spouse where this option has been elected.

By agreeing to takeout this Policy, the Principal Insured consents to Foschini debiting and collecting the premium from the Principal Insured's Credit Facility; afterwards, in addition to the terms and conditions of this Policy, the terms and condition of the Credit Facility will apply.

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.

#### **10. CESSATION OF COVER:**

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

- the instalments that are due are unpaid (and as provided for in clause 9 above) i.e. your Foschini Group credit facility is in arrears;
- the Principal Insured's Foschini Group credit facility is terminated or closed;
- the Accidental Death Benefit becomes payable in respect of the Principal 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 (sixty five),

whichever of the aforementioned events first occur.

Where the Spouse option has been elected and where the Spouse reaches sixty-five (65) years of age, cover in respect of the Spouse only shall lapse and cover for the Principal Insured shall not lapse

until the latter reaches the age of sixty-five (65) years or until any of the other events as above in this clause occur.

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

#### **11. CLAIMS NOTIFICATION PROCEDURE:**

All Accidental Death benefit claims must be notified to Foschini within 3 (three) months of death.

The Insured (or in the event of her/his death, the claimant) shall give notice of an Income Protector claim to the Administrator not later than 30 (thirty) days from Admission.

Claimants 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.

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

##### **a. Accidental Death Benefit**

- certified copy of the deceased's death certificate;
- certified copy of the deceased's identity document;
- certified copy of the claimant's identity document; and
- certified copy of the medical report.

##### **b. Income Protector (when Hospitalized)**

- certified copy of the Insured's identity document;
- certified copy of a letter from the Hospital confirming

- admission and discharge from the Hospital; and
- certified copy of the Hospital account clearly indicating the exact period of Hospitalization and the reason therefore.

For both benefits, affidavits may need to be provided. The claim form has details on this.

Additional information may be required in the case of both benefits, including information from any bank regarding bank account details, and any doctor or other person concerning the health of the Insured before and during the currency of the Policy, whether the Insured is alive or deceased at the time the information is requested. In respect of the Accidental Death benefit, if required by Guardrisk, the Insured's representative shall consent to a post-mortem examination of the Insured by a physician appointed by Guardrisk.

The store will arrange for the telefaxing of these documents to the Foschini Group claims administration department. In the event of queries, the Customer Care share call number is 0860 576 576.

Where the Insured/claimant disputes Guardrisk's rejection of her/his claim, the Insured/claimant has 90 (ninety) days from the date of the rejection letter to make representations to Guardrisk in respect of this decision. If the dispute is not resolved at the end of this period then the Insured/claimant must within a further 90 (ninety) days institute legal action by way of the service of summons against Guardrisk, failing which the Insured/claimant will forfeit her/his claim and no liability can arise in terms of such claim.

## **12. 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.

**13. NO SURRENDERS OR CESSIONS:**

This Policy may not be surrendered, assigned or transferred.

**14. CONDITION PRECEDENT:**

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

**15. CANCELLATION:**

This Policy may be cancelled by the Principal Insured giving thirty (30) days notice in writing to the Administrator or it may be cancelled by Guardrisk giving thirty (30) days notice in writing to the Principal Insured at the latter's last known address.

**16. POLICY AMENDMENTS:**

Guardrisk may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least one (1) month before any premium rate adjustment, and 3 (three) months before any other Policy amendment. The Administrator must inform the Principal Insured of any material amendment of the terms and conditions.

**17. VALUE ADDED TAX:**

It is hereby agreed that all sums insured, amounts and limits reflected in this Policy and Foschini Group credit facility statements of account are inclusive of VAT.

## **18. 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 under this Policy shall be forfeited.

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

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

The parties hereby consent to the jurisdiction of the Witwatersrand Local Division of the High Court 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.

## **20. PAYMENTS:**

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

## **21. 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.

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

Commission of 20% (twenty percent) of the total monthly pre-

mium is payable to the Administrator, which is included in the monthly premium.

### **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:**
- You, the Insured, must be informed of any material changes in the detail provided above about the Administrator and Guardrisk;
- This is an optional product and you have voluntarily chosen to take it out and have not been forced to do so. You have the right to reject the offer or proposal of insurance;
- If the information about the Administrator and Guardrisk was given orally, it must be confirmed in writing within 30 (thirty) 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;
- If the premium is paid by debit order:
- it may only be in favour of one person and may not be transferred without your approval; and
- Guardrisk must inform you at least 30 (thirty) days before the cancellation thereof, in writing of its intention to cancel such debit order;
- 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 pressurized to buy the product; and
- Incorrect or non-disclosure by you of relevant facts may influence Guardrisk / the Administrator regarding any claims made.

#### **24. COMPLAINTS PROCEDURE:**

If any insurance complaint to the Administrator or Guardrisk is not resolved to your satisfaction, you may submit the complaint to the following regulators:

- **The Short Term Insurance Ombudsman** – in the event of claims problems not satisfactorily resolved  
P O Box 32334, Braamfontein, 2017  
Tel: 011 726 8900, Share call: 0860 726 890,  
Fax: 011 726 5501  
E-mail: [info@osti.co.za](mailto:info@osti.co.za) Website: [www.osti.co.za](http://www.osti.co.za)
- **The FAIS Ombud** – in respect of complaints about the Administrator or Guardrisk  
P O Box 74571, Lynwood Ridge, 0040  
Tel: 012 470 9080 Share call: 0860 324 766 / 0860 FAISOM  
Fax: 012 348 3447  
E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za) Website: [www.faisombud.co.za](http://www.faisombud.co.za)

- **The Registrar of Short Term Insurance** (Financial Services Board)– if any complaint to the Administrator or Guardrisk is not resolved to your satisfaction  
P O Box 35655, Menlo Park, 0102  
Tel: 012 428 8000, Fax: 012 347 0221

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