

DISCLOSURE NOTICE – SHORT TERM INSURANCE

IMPORTANT – PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS
(This notice does not form part of the insurance contract or any other document)

financialservices 
in touch

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

1. Matters of importance

- (a) You must be informed of any material changes to the information concerning the intermediary and the insurer.
- (b) If the information in paragraph 1 (a) above was given orally, it must be confirmed in writing within 30 days.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The insurer and not the intermediary must give reasons for repudiating your claim.
- (g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (h) 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.
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on and claims arising from your contract of insurance.

3. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems that are not satisfactorily resolved by the insurance intermediary and/or the insurer.

P O Box 30619,
Braamfontein, 2107
Tel (011) 726 8000
Fax (011) 726 5501

4. Particulars of Registrar of short-term Insurance

Financial Services Board
Tel (012) 428 8000
Fax (012) 347 0221
P O Box 35655
Menlo Park
0102

5. Particulars of FAIS Ombud

P O Box 74571
Lynnwood Ridge
0040
Tel (012) 470 9080/99
Fax (012) 348 3447
Toll free 0860 324 766
email: info@faisombud.co.za

Your insurer is

Guardrisk Insurance Company Limited
Alexander Forbes Place
90 Rivonia Road
Sandton
Johannesburg
P O Box 781692
Sandton
2146
Tel: (011) 669 1000
Fax: (011) 669 1931
Company registration number 1992/01639/06
Compliance officer: (011) 669 1000
Authorised Financial Services Provider 75

Your administrator is

Finrite Administrators (Pty) Ltd
Property Park
389c Ontdekkers Road
Florida
1709
P O Box 22524
Helderkruijn
1733
Call Centre 0861 663 266
Call Centre Fax 0865 062 663
Email: intouchfg@finrite.co.za
Switchboard: (011) 375 1888
Fax: (011) 475 7682
Email: info@finrite.co.za
Company Registration No: 2000/007193/07
Authorised Financial Services Provider 14091

Name, class or type of policy involved

Short Term All Risks

We are

Foschini Retail Group (Pty) Ltd ("Foschini")
340 Voortrekker Rd, Parow East, 7501, Cape Town
P O Box 6020, Parow East, 7501, Cape Town
Tel (021) 938-1911 Fax (021) 938-7473
Authorised Financial Services Provider 1460
Company Registration No: 1988/007302/07

Legal status:

We, Foschini Retail Group (Pty) Ltd, are a company incorporated in terms of South African company legislation and have an intermediary agreement with Guardrisk Insurance Company Limited.

Professional indemnity insurance is in force

Details of commission & fees:

Commission of 20% is received by Foschini Retail Group (Pty) Ltd.

Claims notification procedures

Claimants should approach their closest Foschini Retail Group (Pty) Ltd store and request a claim form. The details thereon must be fully completed. The store staff will provide any assistance required. This claim form will be sent to Finrite Administrators for assessment. In the event of Theft or Loss, the incident giving rise to the claim must be notified to a police station within 48 hours and lodged in writing with your Administrator within 30 days of occurrence.

POLICY WORDING

THIS POLICY COVERS:

MATERIAL LOSS OR DAMAGE TO THE CELLULAR TELEPHONE,

excluding any accessories and additional batteries.

Theft or sudden and unforeseen physical loss of or damage to the CELLULAR TELEPHONE listed on the SCHEDULE during the PERIOD OF INSURANCE from any cause or event is not excluded. The benefit in terms of this policy shall be the replacement of the cellular telephone with one that is the same or similar type and price, as provided for below.

SPECIFIC EXCLUSIONS

The INSURER does not indemnify the INSURED against:

1. any costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials or keypads of the CELLULAR TELEPHONE.
2. loss or damage during the hire or loan of the CELLULAR TELEPHONE listed on the SCHEDULE to a third party, or where the CELLULAR TELEPHONE listed on the SCHEDULE is given to another person for short term or long term use.
3. loss of or damage to the CELLULAR TELEPHONE listed on the SCHEDULE resulting from theft or any attempt thereat from any unoccupied vehicle, unless the vehicle is stolen or hijacked with the CELLULAR TELEPHONE in it.
4. loss or damage to batteries, other than when they are stolen or lost together with the CELLULAR TELEPHONE listed on the SCHEDULE.
5. consequential loss of any kind whatsoever.
6. loss of or damage to accessories, carkits or simcards.
7. loss or theft arising from or contributed to by any gross negligence or wilful conduct on the part of the INSURED.
8. loss, theft or damage to any CELLULAR TELEPHONE not purchased from a trading division of the Foschini Retail Group (Pty) Ltd.
9. loss, damage or failure for which the manufacturer is liable under a manufacturers warranty, or which is covered by a maintenance contract.
10. any loss due to theft or destruction of the CELLULAR TELEPHONE that was not reported to the South African Police Services within 48 hours of the loss arising.
11. any loss arising as a result of the actions of any cellphone virus, or other corrupting, harmful or otherwise unauthorised code or instruction.

LIMITS OF INDEMNITY - As stated on the SCHEDULE forming part of this policy.

FIRST AMOUNTS PAYABLE - As stated on the SCHEDULE forming part of this policy.

SPECIFIC CONDITIONS

1. **BASIS OF INDEMNITY**
Subject to the LIMITS OF INDEMNITY the liability of the INSURER is limited to the cost of repairs, replacement or cash settlement at the sole option of the INSURER, as follows: -
 - (a) **PARTIAL DAMAGE**
Where the CELLULAR TELEPHONE can be repaired, the INSURER will pay the cost reasonably incurred to restore it to its state of serviceability immediately before the occurrence of the damage. Should such costs exceed 50% of the value of the CELLULAR TELEPHONE it will be replaced.
 - (b) **TOTAL LOSS**
When the CELLULAR TELEPHONE is replaced, the INSURER will pay the reasonable cost of replacement with a CELLULAR TELEPHONE of the same or similar type and price, but not superior to nor more expensive than the retail price paid by the INSURED. Should the cost of the replacement CELLULAR TELEPHONE exceed the retail price of the original insured CELLULAR TELEPHONE, the excess will be for the account of the INSURED.
2. **THE INSURED shall at all times take reasonable steps to safeguard the CELLULAR TELEPHONE from loss, damage or theft.**

GENERAL EXCEPTION – SASRIA

Loss or damage resulting from political or non-political riot, strike or civil commotion, public disorder, war, invasion, terrorism or public violence or which is insurable by SASRIA (South African Special Risks Insurance Association) is excluded from this cover.

GENERAL CONDITIONS

1. **OTHER INSURANCE**
If other insurance cover exists covering the INSURED against material loss or damage to the cellular telephone, the INSURER shall only be liable for a rateable proportion of the claim.
2. **CANCELLATION OF COVER**
 - (a) This policy may be cancelled at any time by either party giving 30 days notice in writing.
 - (b) The policy will automatically terminate in the event that any premium is unpaid or if the Insured is in arrears in terms of his/her Credit Agreement with Foschini. A grace period of 15 days is allowed for payment of the premium after the due date.
3. **CLAIMS**
 - (a) Stolen, destroyed or lost CELLULAR TELEPHONES or simcards must be reported within 48 hours of the loss arising to the South African Police Services, and / or any Police Service in any other country if the loss occurs there, and documentary evidence of a Police reference number must be obtained and given to Finrite Administrators (Pty) Ltd together with the claim form.
 - (b) Claims must be reported to Finrite Administrators (Pty) Ltd by phone to 0861 663 266 as soon as possible after discovery of the loss or damage and within 30 (thirty) days of the loss, the INSURED must deliver all relevant information and details of the claim in writing with all the required supporting documentation to Finrite Administrators (Pty) Ltd by fax to 0865 062 663.
 - (c) As soon as possible after discovery of the loss or theft the INSURED must report such loss or theft to his SERVICE PROVIDER and arrange for the simcard to be de-activated.
 - (d) The INSURED must give all reasonable assistance in the recovery of the lost, destroyed or stolen CELLULAR TELEPHONE and identification thereof.
 - (e) Any damaged or stolen and recovered CELLULAR TELEPHONE, which is replaced by the INSURER becomes the property of the INSURER and may be disposed of in any manner the INSURER considers appropriate.
 - (f) Any damaged CELLULAR TELEPHONE must be handed over to the INSURER or its NOMINATED REPRESENTATIVE before SETTLEMENT can take place.
 - (g) The INSURER may take over and conduct in the name of the INSURED the settlement of any claim or prosecution of any criminal action in connection with the loss or damage.
 - (h) Where the INSURED fails to collect the CELLULAR TELEPHONE which has been repaired or replaced within 90 (ninety) days from date of loss, the INSURED will forfeit the claim and the CELLULAR TELEPHONE shall be sold or returned to stock to defray expenses.
 - (i) In the event of the INSURED's claim being repudiated by the INSURER and the INSURED disputing such repudiation, the INSURED must take legal action by way of the service of summons against the INSURER within 90 (ninety) days of the date of repudiation, failing which the INSURED forfeits the claim and no liability shall arise in terms of such claim.
4. **FRAUD** - If any claim is in any respect fraudulent, all benefits under this POLICY shall be forfeited.
5. **NO RIGHTS TO OTHER PERSONS** - Unless otherwise provided, nothing in this policy shall give any rights to any person other than the INSURED.