

CLUB BENEFITS

DISCLOSURE NOTICE FOR SHORT TERM INSURANCE

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

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 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.⁴

(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 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.¹⁴

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.¹⁶

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.