

This document sets out the terms and conditions of the insurance you hold for the *insured jewellery*. We pay out for theft, loss or damage to the *insured jewellery* as long as *you* meet all the conditions of the policy. This is a short-term insurance policy. The policy is made up of:

- The certificate. This is either stamped at the back of *your* sales docket or given on a letter posted to you.
- These terms and conditions and disclosures.
- Any changes we have agreed to in writing.

1. How insurance works

When *you* buy a necklace, ring, bracelet, watch or any other piece of jewellery from *us*, *we* offer *you* insurance on it. *Our* insurance is an optional and extra benefit and *you* may reject the offer or accept it. It is *your* choice.

You pay us to insure your jewellery

If *you* decide to insure *your* jewellery, *you* pay *us* an amount of money, which is called a *premium*. *You* can pay this *premium* in cash when *you* buy *your* jewellery, or in monthly instalments through *your* Foschini Group store account.

In exchange for *your* *premium*, *we* insure the jewellery. This means that if the jewellery that *we* insure is lost, damaged or stolen, *we* will repair or replace it (as long as the terms and conditions of this policy are met).

If your jewellery gets damaged, lost or stolen, *you* can make a claim

If something happens to the *insured jewellery*, *you* must contact *us* to let *us* know. This is called 'making a claim'. *We* will tell *you* what *we* need from *you* before *we* can decide if *we* will accept *your* claim. *We* may do an investigation - for example, *we* may interview any witnesses. *We* may also ask for other information and documents.

You must read this insurance policy carefully so that *you* understand when *we* will accept a claim. See section 3, 'What *we* insure' and section 5, 'Claiming'. *We* will not pay out all claims. See section 7, 'When *we* do not accept claims'.

If *we* accept your claim, *we* will repair or replace your jewellery

We will repair your jewellery or, if that is not possible, replace it. However, *you* must pay a first amount towards the cost of repair or replacement. This is called the 'excess'. See section 6, 'How much *you* must pay towards each claim (the excess)'.

Please make sure you understand the meaning of these important words:

'Insurance company': refers to Mutual & Federal Risk Financing Limited, which provides this insurance. Mutual & Federal Risk Financing Limited is an authorised financial services provider.

'Insured jewellery': refers to jewellery *you* insured with the *insured company* through us. Examples include necklaces, bracelets, watches and rings.

- If *you* bought the insurance in a store, the *insured jewellery* is shown on *your* sales docket (till slip) or on *your* certificate.
- if *you* bought the insurance over the telephone, the *insured jewellery* is shown on the certificate sent to you.

'We', 'us' or 'Foschini Group': refers to Foschini Retail Group (Pty) Ltd, an authorised financial services provider, trading as American Swiss, Sterns and Foschini stores.

'Premium': refers to the amount *you* pay to insure *your insured jewellery*. *We* pay the premium over to the insurance company on *your* behalf.

'You' or 'your': refers to the person who took out the insurance with the *insurance company* through *us*.

These important words are shown in *italics* whenever they appear.

2. Paying for the insurance (premiums)

2.1. How much you pay

This is the amount *you* pay to insure *your* jewellery.

If you insure your jewellery for:	you'll pay:
12 months	10% of the original selling price
24 months	20% of the original selling price

The original selling price is the price at the time *you* bought the piece of jewellery, including VAT and before any mark-downs. This means that *we* work out the *premium* according to the original selling price, not the price *you* may have paid if the jewellery was on sale.

If you notify *us* (giving 30 days written notice) that *you* want to cancel your insurance policy, *we* will refund *you* if you paid the

premium in cash, or if the *premium* was charged to *your* store account *we* will credit *your* Foschini Group store account with, a pro-rata portion of the un-expired *premium*.

2.2. How to pay

<p>If <i>you</i> buy the <i>insured jewellery</i> in cash</p>	<p>You pay <i>your premium</i> in cash when <i>you</i> buy <i>your jewellery</i>.</p>
<p>If <i>you</i> use <i>your</i> Foschini Group store account to buy the <i>insured jewellery</i></p>	<p>The <i>premium</i> is charged to <i>your</i> store account when <i>you</i> buy the <i>jewellery</i>. <i>You</i> pay a portion of it off each month; this is referred to as an instalment. The instalment for <i>jewellery</i> insurance is added to <i>your</i> full instalment under the store account. It is shown on <i>your</i> statement as an item <i>you</i> bought.</p> <p>By agreeing to the insurance cover and where <i>you</i> choose to use your Foschini Group store account, this is regarded as <i>your</i> consent for <i>us</i> to debit and collect the <i>premium</i> from <i>your</i> Foschini Group store account on <i>your</i> behalf when it is due. After this, in addition to this policy, the terms and conditions that apply to <i>your</i> Foschini Group store account will apply.</p> <p>The interest <i>you</i> pay: If <i>you</i> pay interest on the money <i>you</i> owe on</p>

your store account, *you* will pay the same interest rate on *your* monthly insurance instalment.

2.3. If you don't pay, we'll stop your insurance

We only pay out for an insurance claim if *your* Foschini Group store account is up to date. If it is not up to date on the date of the loss, theft or damage, *you* will have 30 days to bring it up to date. If *you* do not, *we* will not accept *your* claim because this means that *your premium* has not been paid.

Your insurance will automatically end if *your store* account is frozen because of proceedings related to the National Credit Act.

3. What we insure

Damaged jewellery

We repair or, if that's not possible, replace *insured jewellery* if it's damaged.

If *we* cannot replace it with exactly the same item, *we* replace it with a similar item of the same value. *We* do not offer cash, credits to *your* account, gift vouchers, gift cards, or jewellery that is not similar to the item that needs to be replaced.

If the *insured jewellery* is damaged because of a defect in it, because of the quality of its materials or because of the way it was made, *you* must take it to *your Foschini* Group store. *We* may decide to repair or replace it under *our* returns policy. In this case, *you* do not have to use this insurance to have it repaired or replaced.

Lost or stolen jewellery

We replace *insured jewellery* if it is lost or stolen. If *we* cannot replace it with the exact same item, *we* replace it with a similar item of the same value. *We* do not offer cash, credits to *your* account, gift vouchers, gift cards, or jewellery that is not similar to the item

that needs to be replaced.

Make sure *you* understand when *we* will not accept claims

This is given in section 7, 'When *we* do not accept claims'.

4. Your duties

4.1. *You must take care of your jewellery*

You have a duty to take care of the *insured jewellery* and not to act recklessly with it. For example:

- Always store *your* jewellery in a safe place.
- Keep *your* jewellery away from direct sunlight or other harmful conditions.
- Never let children play with *your* jewellery, as they can easily damage or lose it.
- Don't leave *your* jewellery unattended in a public place.
- Because of something that happened while you were under the influence of alcohol or drugs, your jewellery is lost or damaged.

4.2. *You must tell the truth*

1. *You* must always give *us* information that is to the best of *your* knowledge:

- True and correct.
- Complete. Make sure nothing is missing.

If *you* do not give true, correct and complete information, *we* may:

- End *your* insurance policy.
- Refuse to pay out a claim.

2. *You* must not commit fraud or make a fraudulent claim.

If *you* do commit fraud or submit a claim that is in any way fraudulent, *we* will lay charges with the police, end *your* insurance policy and not pay out the insurance claim. *We* will also not give you back any of *your* premiums paid.

5. Claiming

5.1. *How to claim*

1. Within 48 hours of the damage, loss or theft *you* must go to the police. *You* will have to sign an affidavit at the police station providing full details of the cause of the damage, loss or theft. If the *insured jewellery* was lost or stolen, *you* must also get a police case number
2. **Within 30 days** of the date the *insured jewellery* was damaged, lost or stolen, *you* must go to *your* nearest Foschini Group store:
 - **For claims for loss or theft**, *you* must take your affidavit, the police case number and proof of ownership (for example, the sales docket *you* got when *you* bought the *insured jewellery*).
 - **For claims for damage**, *you* must take your affidavit and proof of ownership (for example, the sales docket *you* got when *you* bought the *insured jewellery*) as well as the damaged *insured jewellery*. *You* must hand the damaged *insured jewellery* to the store staff. The store staff will send it to the insurance company to support *your* claim.
3. Fill in a claim form. The store staff will help *you* fill in the form and will fax it, along with any other documents, to our Claims Administration Department.

The *insurance* company will deal only with you

The *insurance* company will deal with claims made by *you* only. It will not consider a claim made by someone else, whether on *your*

behalf or not.

5.2. We may do a full investigation to assess your claim

We or the *insurance company* may do an investigation to assess *your* claim. *We* may:

- Appoint an investigator
- Interview any witnesses or other people involved
- Ask for all related claims made to other insurance companies
- Ask for copies of police documents
- Ask for details of other items that may have been lost, damaged or stolen at the same time.
- Ask *you* to take a lie detector test. *You* do not have to take these tests. *We* cannot reject *your* claim because *you* did not take a lie detector test or because *you* failed a lie detector test.

5.3. If we accept your claim

You will have to pay a certain amount towards each approved claim. See section 6, 'How much *you* pay towards each claim (the excess)'.

60 days to collect the repaired or replacement jewellery

If *we* accept *your* claim, the *Foschini Group* store where *you* made the claim, will phone *you* to come and collect *your* repaired jewellery or the replacement jewellery. *You* must collect it from this store, which is the *Foschini Group* store where *you* made the claim, and within 60 days of the store having phoned *you*.

When *you* accept a replacement for a damaged item, the *insurance company* becomes the owner of the damaged piece of jewellery. *You* must give the damaged piece of jewellery and *your* original sales docket to the store staff.

The *insurance company* may bring legal proceedings in your name

The *insurance company* may bring legal proceedings in *your* name to recover lost or stolen jewellery. If the *insurance company* decides to do this, *you* must give it all the help it asks for.

5.3. If we reject your claim

The *insurance company* must let *you* know in writing why *your* claim was rejected. If *you* do not agree with its reasons, or if *you* want to complain, see section 10, 'How to complain'.

6. How much *you* pay towards each claim (the excess)

This is the amount *you* will have to pay if *your* claim is accepted:

If this is your:	You'll pay:
First claim that <i>we</i> accept	10% of the original selling price of the <i>insured jewellery</i>
Second claim that <i>we</i> accept	20% of the original selling price of the <i>insured jewellery</i>
Further claims that <i>we</i> accept	30% of the original selling price of the <i>insured jewellery</i>

The original selling price is the price at the time *you* bought the piece of jewellery, including VAT and before any mark-downs. This means that *we* work out the excess according to the original selling price, not the price *you* may have paid if the piece of jewellery was on sale.

We will count claims in the following way: each separate incident that caused the loss, damage or theft, and where *we* accept the claim, will be regarded as one claim even if *you* lost more than

one item in the incident. In other words, *your* first claim for the first incident will mean *you* must pay a 10% excess for all the items lost, damaged or stolen and that *we* agree to cover. *Your* second claim will be for the second incident and there will be a 20% excess. Any loss, damage or theft after this leading to a claim that *we* accept, will be seen as a further claim and the 30% excess will apply. Incidents may involve insured jewellery that is insured with *us* under separate policies; each separate incident, irrespective of what policies the insured jewellery may fall under with *us*, will be seen as an incident and as one claim where the claim is accepted by *us*.

7. When we do not accept claims

7.1. If the jewellery goes missing from a vehicle

We will not accept any claims for jewellery that goes missing from any vehicle, including cars, caravans, trailers or boats.

7.2. If the loss or damage is caused recklessly or deliberately

We do not accept claims if the damage, loss or theft was caused by reckless or deliberate acts. Below are a few examples to help *you* understand what *we* mean, but other incidents or situations will arise:

- If *you* did not store the *insured jewellery* safely
- If *you* left the *insured jewellery* unattended in a public place
- if *you* let children play with the *insured jewellery*
- If *you* kept *your* jewellery in the direct sunlight or in other harmful conditions
- if the *insured jewellery* was lost or damaged because of something that happened while *you* were under the influence of alcohol or drugs.

7.3. If the jewellery is confiscated lawfully

We do not accept claims for loss or damage that happened because the *insured jewellery* was confiscated or kept:

1. by customs officials
2. because of any process of law.

7.4. If the jewellery is insured by another insurance policy

You may not claim from more than one insurer for the same item of *insured jewellery*.

7.5. For Some types of damage

We do not accept claims for damage caused by:

- Wear-and-tear
- Cleaning, repairing or restoring
- Breaking, cracking, scratching or similar damage to glass or other fragile jewellery, except if it was caused by fire, theft or an earthquake
- Weather conditions, such as humidity or rain
- Moths or vermin (for example, rats).

7.6. Consequential loss

Consequential loss is a loss that could arise after *you* have suffered a direct loss. For example, say *your* house burns down and *your insured jewellery* is damaged. This damage is the direct loss. *You* can claim for the insured jewellery. However, say *you* work as a model, and *you* need the *insured jewellery* for a modelling job the next day – without the jewellery, *you* cannot do the job and don't get paid. The income *you* lost as a result of *your insured jewellery* having been damaged is consequential loss. *You* cannot claim for consequential loss.

7.7. Damage or loss from war, riots or terrorism

We do not accept claims arising from loss or damage caused directly or indirectly by:

1. War and warlike activities, for example invasion, acts of foreign enemies, hostilities or civil war (whether war is

declared or not).

2. Any act to overthrow or influence any state, government, national, provincial, local or tribal authority, with force or by fear, violence or terrorism. This is whether *you* act for yourself or for an organisation, group or person. This includes mutiny, martial law, military uprising, state of siege, insurrection, rebellion or revolution.
3. Any act of, or intended to bring about, civil commotion, labour disturbances, riots, strikes, lock-outs or public disorder.
4. Nuclear risks

8. Start dates, end dates, changes to this insurance

8.1. When this insurance starts

The insurance starts on the date shown on the sales docket or on the certificate.

8.2. When this insurance ends

After 12 or 24 months	The insurance ends after the number of months stated on the certificate.
When the <i>insured jewellery</i> is replaced or repaired	The insurance ends when <i>we</i> replace or repair <i>insured jewellery</i> . This applies only to the <i>insured jewellery</i> you claimed for. Other <i>insured jewellery</i> will remain insured.
If the insurance company cancels <i>your</i> policy, giving you 30 days notice	The <i>insurance company</i> , through <i>us</i> , must give <i>you</i> 30 days notice in writing.
If <i>you</i> don't tell <i>us</i> the truth	<i>We</i> can end your insurance policy if you don't give <i>us</i> true, correct and complete information (see section

If *your* store account is not up to date

4.2 ‘*You* must tell the truth’).
We do not pay out claims unless *your* store account is up-to-date because it means that *your premium* has not been paid.

8.3. Changes must be in writing

Any changes to the insurance policy must be in writing and signed by the *insurance company*. Any changes not in writing and signed by the *insurance company* will not be valid.

8.4. If we allow you any indulgences, it does not affect our rights

If *we* allow *you* any indulgences, it does not affect *our* rights under this policy. 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.

9. Information we must give you

Don't be pressured to buy

Don't be pressured to buy this insurance – it is an optional and extra product. Please also look at section 1 above.

Make sure you understand before you buy

If *you* are asked to sign a form, make sure *you* understand what you are agreeing to. Do not sign a form that is blank or incomplete. Keep all documents given to *you*. Make a note about any information or advice given to *you* about *your* insurance.

You may receive a copy of the policy for free

This is *your* free copy of the policy of insurance.

We must tell you about any important changes

We must tell *you* about any important changes about ourselves or the *insurance company*.

We must give *you* 30 days' notice in writing if the *insurance company* wants to change or cancel this policy.

You must tell us about any police prosecutions

You must tell *us* immediately *you* become aware of any police prosecutions (against *you* or anyone else) relating to any claims under this policy.

Commission for the Foschini Group

We offer *you* this insurance on behalf of the *insurance company*. We get 20% of *your premium* as a commission.

10. How to complain

10.1 First, contact us

Please first contact *us* directly with *your* complaint. We will do *our* best to work with *you* quickly and effectively to resolve it. *Our* contact details are:

Foschini Retail Group (Pty) Ltd Reg no. 1988/007302/07 (an authorised financial services provider):

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

340 Voortrekker Rd, Parow East, 7501, Cape Town

Contact person for claims:

Jewellery Insurance Claims Admin Manager

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

Tel: 021 938 1911 Fax: 021 938 7473

Compliance officer:

Tel: 021 938 1911 Fax: 021 938 7473

Our legal status : *we* are a private company.

There is a contractual relationship with your *insurance company*, we are an intermediary.

We have Intermediaries Guarantee Facility Limited cover in place.

10.2 If your complaint is not resolved, contact the *insurance company*

If *we* cannot resolve *your* complaint, please contact the *insurance company*:

Mutual & Federal Risk Financing Limited (an authorised financial services provider):

P O Box 1120, Johannesburg, 2000

12th Floor, 75 President Street, Johannesburg

Tel: 011 374 9111 Fax: 011 374 2461

Compliance officer:

Mutual & Federal Insurance Company Limited

P O Box 1120, Johannesburg, 2000

Tel: 011 374 9111 Fax: 011 374 2997

Email: compliance@mf.co.za

10.3 Your right to help from an independent Ombudsman

An Ombudsman is an independent official appointed to deal with complaints.

If there are still problems after speaking to *us* and the *insurance company*, *you* have the right to:

- Complain to the short-term insurance Ombudsman. (This is mostly for complaints about claims, products and administration)

P O Box 32334, Braamfontein, 2017

Tel: 011 726 8000 Fax: 011 726 5501

- Complain to the FAIS Ombud. (This is mostly for complaints about the information or advice you receive.)
P O Box 74571, Lynnwood Ridge, 0102
Tel: 012 470 9080 to 012 470 9097 Fax: 012 348 3447
Email: info@faisombud.com
 - Complain to the Registrar of Short-Term Insurance Financial Services Board
P O Box 35655, Menlo Park, 0102
Tel: 012 428 8000 Fax: 012 347 0221
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NAMIBIA

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

The *insurance 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

We are:
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

There is a contractual relationship between *your insurance company* and *we* are an intermediary.

June 2010

financialservices



Risk Financing Limited

FOSCHINI GROUP

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