

Personal Accident Plan

Policy & Disclosure Notice (collectively, the “POLICY”)

1. INSURER

This Policy is underwritten by Guardrisk Life Limited (Reg. No 1999/013922/06 (“Guardrisk”) an authorised financial services provider (FSP No 76) and a licensed life insurer.

2. TYPE OF POLICY

Life – Risk Class of Business.

3. NON-MANDATED INTERMEDIARY

RCS Cards (Pty) Ltd (Reg. No 2000/017891/07), an authorized financial services provider FSP 44481 (“INTERMEDIARY”)

4. DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this Policy:

4.1 WELCOME LETTER

the letter sent to the Principal Insured from RCS to confirm that the Principal Insured’s application for this Personal Accident cover has been successful and that the Principal Insured has consented to taking out the insurance cover;

4.2 ACCIDENT

means the sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury;

4.3 ACCIDENTAL DEATH

means Bodily Injury which (directly and independently of all other causes) results in the Death of the Insured and shall exclude natural death;

4.4 ACCIDENTAL PERMANENT DISABILITY

means Bodily Injury which (directly and independently of any other causes) results in the Permanent Disability of the Insured and shall exclude any illness related condition;

4.5 ADMINISTRATOR

means RCS Cards (Pty) Ltd (Reg. no 2000/017891/07);

4.6 ADMISSION

means admission (or being admitted) to a Hospital or a Hospital intensive care unit for a period of more than forty eight (48) hours, as a registered in-patient on the recommendation of a qualified and registered Doctor;

4.7 APPLICABLE LAWS

means the Insurance Act 18 of 2017, the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017, the Protection of Personal Information Act 4 of 2013, and any other legislation relating to or regulating the protection or processing of data of Personal Information, direct marketing or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time-to-time;

4.8 BODILY INJURY

means physical bodily injury to the Insured caused by an Accident. Bodily Injury shall be deemed to include Death by starvation, thirst and/or exposure to the elements;

4.9 BUSINESS DAY

means any Day excluding a Saturday, Sunday or registered public holiday;

4.10 CLAIM

means, unless the context indicates otherwise, a demand for policy benefits by a Claimant in relation to this Policy, irrespective of whether or not the Claimant’s demand is valid;

4.11 CLAIMANT

means the person who submits a Claim to the Administrator and completes the required claim form and submits the required documentation in order to assess the validity of the Claim;

4.12 CLAIM EVENT

means the insured risk under this policy, being either the Accidental Death or Permanent Disability of the Insured following physical Bodily Injury caused by an Accident. Only 1 (one) benefit is payable per an Insured;

4.13 COMMENCEMENT DATE

means the date when this Policy commences;

4.14 DAY

means a 24 (twenty-four) hour period, and DAYS has a corresponding meaning;

4.15 DOCTOR

means a registered doctor (with a valid practice number), in terms of the South African Health Professions Council and includes a specialist physician in the specified Permanent Disability;

4.16 EXCLUSION

means the losses or risk events not covered under this Policy as set out under the General Exclusions clause below;

4.17 GRACE PERIOD

means a period of 60 (sixty) Days after the Premium payment date where the cover is still in force, but the Premium has not been paid. If any Claim Event occurs during this period which results in a valid Claim, the unpaid Premium/s will be deducted from any Benefit paid. Failure to pay the Premium/s by the expiry of this period will result in the Policy lapsing and all benefits will cease. A Claim Event that arises in the period after the Policy has lapsed will not be covered.

4.18 HOSPITAL

means any institution within South Africa which in the opinion of Guardrisk, meets all of the following criteria:

4.18.1 Holds a license as a hospital or day clinic or nursing home (if licensing is required in the province);

4.18.2 Operates for the reception, care and treatment of sick or injured persons as inpatients;

4.18.3 Provides organised facilities for diagnosis and surgical treatment;

4.18.4 Is not primarily a rest or convalescent home or similar establishment and is not a place for alcoholics and drug addicts.

4.19 INSURED

means the Principal Insured and his/her Spouse where applicable;

4.20 MISREPRESENTATION

means the conscious decision to provide inaccurate or incorrect information in relation to any personal details or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued.

4.21 NOMINATED BENEFICIARY

means the person nominated by the Principal Insured to receive the benefits of this Policy on the Death of the Principal Insured. Where a Beneficiary nomination is not received, the Principal Insured agrees that the Claimant will be the Nominated Beneficiary. The Principal Insured is the Nominated Beneficiary in respect of the Death of a Dependant;

4.22 PERIOD OF INSURANCE

means every subsequent month after the Commencement Date that RCS receives Your Premium;

4.23 PERSONAL INFORMATION

means personal information as defined in the Protection of Personal Information Act 4 2013;

4.24 PRINCIPAL INSURED

means You, the adult, South African citizen or permanent resident, who is over the age of 18 (eighteen) years but has not yet, and will not reach the age of 65 (sixty-five) years in the particular calendar year, who has applied for this insurance Policy and which has been accepted by the Insurer and who has an active and up-to-date RCS credit facility;

4.25 POLICY

means this legal document that has the Policy Schedule, the terms and conditions which includes declarations made at application stage and any endorsements issued in terms of this Policy;

4.26 POLICY SCHEDULE

means the schedule confirming the details of the plan type selected, the Principal Insured, Dependants, the Premium and Nominated Beneficiary.

4.27 PREMIUM

means the monthly premium payable to cover the risk of benefits provided by this Personal Accident Policy;

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4.28 **PREMIUM WAIVER**
means the additional benefit that will replace the premium payments for a period of 6 (six) months to ensure cover remains in place for all Dependants on the Death of the Principal Insured. The premium waiver will only be applicable if a Spouse has cover in terms of this policy;

4.29 **PRESCRIBE**
means the legal termination of the period of time in which You can lodge a dispute in respect of a Claim outcome;

4.30 **REPUDIATE**
means, in relation to a Claim, any action by which Guardrisk rejects or refuses to pay a Claim, or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim-

4.30.1 in respect of a loss event or risk not covered by this Policy; and

4.30.2 in respect of a loss event or risk covered by this Policy but the Premium(s) payable in respect of this Policy are not paid. 'Repudiation' shall have a corresponding meaning

4.31 **SPOUSE**
means the person married to the Principal Insured by law, tribal custom, or tenets of any religion; and shall include a common law husband/wife of the Principal Insured or such person residing with the Principal Insured, who is normally regarded by the community as the Principal Insured's husband/wife. A person of the same gender residing with the Principal Insured who is regarded by themselves and the community as a common law couple shall also be regarded as a Spouse in terms of this Policy. Such additional Spouse shall be treated as an Extended Family Member. Insurance cover for the Spouse shall cease upon the divorce and/or the permanent separation of the Spouse from the Principal Insured. The cessation of insurance cover shall be on the earliest of the separation date or the date of the final divorce order.

4.32 **UNCLAIMED BENEFIT**
means a benefit in terms of an approved Claim where the benefit cannot be paid to the Principal Insured/Nominated Beneficiary within 3 (three) years of the Claim having been approved because the Principal Insured/Nominated Beneficiary is not contactable. In other words, the Principal Insured/Nominated Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned to RCS and/or his/her contact number is no longer in use. UNCLAIMED BENEFITS shall have a corresponding meaning;

4.33 **VARIATION**
means any act that results in a change to:

4.33.1 The Premium;

4.33.2 Any terms;

4.33.3 Any condition;

4.33.4 Any Policy benefit;

4.33.5 Any Exclusion; or

4.33.6 The duration of this Policy, and

VARY and VARIATIONS have corresponding meanings

4.34 **WAITING PERIOD**
means a period during which an Insured is not entitled to benefits and where the occurrence of a Claim Event will not be covered. For this Policy there is no waiting period.

5. OPERATIVE CLAUSE

In return for the timeous and prior payment of the required monthly Premium By the Principal Insured and receipt thereof by Guardrisk and subject to the Terms of this Policy, on the occurrence of the Claim Event, Guardrisk will pay the benefits of this Policy to the Nominated Beneficiary.

6. BENEFITS PAYABLE

6.1 Accidental Death benefit

In the event of the Insured passing away from an Accidental Death, and subject to the terms and conditions of this Policy, Guardrisk will pay the benefit amount chosen by the Principal Insured to the Principal Insured where the Insured is a Spouse and to the Nominated Beneficiary on the passing of the Principal Insured.

6.2 Accidental Permanent Disability benefit

On the Accidental Permanent Disability of the Insured as a result of a Claim Event, and subject to the terms and conditions of this Policy, Guardrisk will pay the benefit amount chosen by the Principal Insured to the Principal Insured.

The Accidental Death benefit or the Accidental Permanent Disability benefit is payable once per Insured. Upon the death of the Principal Insured, the Premium Waiver will be paid for 6 (six) months to continue to provide cover for the Spouse. Should the Spouse not take over the premium payments by the end of the Premium Waiver period, the policy will automatically be cancelled.

7. GENERAL EXCLUSIONS

Guardrisk will not be liable to pay any benefit under this Policy if the Claim for a benefit arises directly or indirectly from or as a consequence to or from, or is traceable to:

7.1 suicide or attempted suicide;

7.2 the accident taking place outside the Republic of South Africa;

7.3 the Insured and / or Spouse driving or riding in any kind of race;

7.4 the Insured and / or Spouse having a pre-existing physical defect, illness or permanent disability. This exclusion shall only apply to the Accidental Permanent Disability benefit;

7.5 war, invasion, act by a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;

7.6 the Insured's and / or Spouse's deliberate exposure to exceptional danger (except in an attempt to save human life)

7.7 the Insured's and / or Spouse's active participation in the commission of a criminal activity resulting in a claim event

7.8 wilful self-injury or where the Insured and / or Spouse is affected temporarily or otherwise, by alcohol, narcotics or drugs, unless the latter is administered by or prescribed by or taken in accordance with the instructions of a registered Medical Practitioner (other than herself/himself where the Insured and / or spouse is such a registered Medical Practitioner);

7.9 the Insured's and / or Spouse's participation in any riot, civil commotion or terrorism;

7.10 mountaineering necessitating use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, hand-gliding;

7.11 the Insured and / or Spouse participating in professional sports.

8. PREMIUM

8.1 If the Premium is charged to the Insured's RCS credit facility, the following provisions apply:

8.1.1 The Premium payable is the monthly amount shown on the Acceptance Letter and as specified in RCS's credit facility statement of account. The Insured authorises the Intermediary to debit and collect the Premium from her/his RCS credit facility and to pay it over to Guardrisk on her/his behalf in the amount as specified.

8.1.2 The Premium payable will not attract interest where the RCS credit facility payment plan is used to pay the Premium. If, however, the Insured does not make payment of his Premium and/or RCS credit facility then interest will be charged on all outstanding amounts as per the RCS credit facility terms and conditions, which will be retained by the Intermediary

8.1.3 In the event of any inconsistency or conflict between this Policy wording and the RCS credit facility terms and conditions, the RCS credit facility terms and conditions will prevail.

8.2 If the Premium is paid by means of a debit order, the following provisions apply:

8.2.1 The Premium is the monthly amount shown on the Acceptance Letter. The Insured telephonically authorises and requests the Intermediary, or its authorised representative, to draw against the personal bank account provided to the Intermediary, the amount necessary for payment of the monthly Premium as and when required and for the amount requested every month, until this Policy is cancelled in writing or in terms of this Policy wording.

8.2.2 The Insured will be responsible for the payment of any bank charges associated with the monthly debit order.

8.3 The Insurer will not change or vary the Premium rate during the first 12 (twelve) months from the Commencement Date of the Policy unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will be to the benefit of the Insured. After the first 12 (twelve) months, the Insurer reserves the right to review and change the premium and Benefit annually. Any changes to the Premium rate will be notified to the Principal Insured 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate reasons for the change to the Premium rate and will afford the Principal Insured with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the increase on the Principal Insured. The Premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future expected lapse experience, past and future claims experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the premium that the Insurer deems material at the time.

We must receive your full Premium on the first of every month. If the Premium is still not paid after the Grace Period, your Policy will automatically terminate with effect from the last day of the month for which a Premium was paid. If the Premium payment is not received by RCS, RCS will double debit the Premium in the following month, which means the Premium will be billed twice, and should the outstanding Premium not be paid when it is re-debited, this Policy will be cancelled from the date the first unpaid Premium was due to be paid. All unpaid Premiums will attract interest and collection charges in accordance with the RCS credit facility terms and conditions. Any Claim arising during the 60 (sixty) Day

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Grace Period will still be assessed and if valid, the benefit payable will be less the outstanding Premium(s). Any Claim arising after the expiry of the Grace Period where the Policy has been cancelled, will not be valid and will be Repudiated.

The Policy may be reinstated within 2 months from the date of lapse/cancellation.

Where a request to reinstate occurs after 2 months from the date of lapse/cancellation, a new Policy will be issued. We will tell you by SMS if you are not up-to-date with paying your Premium. We will tell you by SMS if your Policy has stopped.

Clause 8.2. applies to where the Insured elects to pay for the insurance Premium by means of a debit order or where the Insured has elected to charge the insurance Premium to the Insured's RCS credit facility. Please note that the abovementioned grace period relates to the termination of this Policy only, and in no way negates the Insured's responsibility to pay the Premiums in a timely manner.

During the Grace Period, we will provide the benefits payable. The benefits payable will be reduced by any outstanding Premiums payable.

9. CESSATION OF COVER

- 9.1 If the Premium is charged to the Insured's RCS credit facility, cover under this Policy shall automatically end at midnight on the day that:
 - 9.1.1 the full RCS credit facility instalment is not received by the Intermediary within the period provided for in clause 8.3;
 - 9.1.2 the Insured's RCS credit facility is suspended as provided for under the National Credit Act and the Premium is not received by the Intermediary within the period provided for in clause 8.3;
 - 9.1.3 the Insured's RCS credit facility is terminated or closed and the Premium is not received by the Intermediary by the expiry of the Grace Period.
- 9.2 If the Premium is paid by means of a debit order, this Policy shall automatically end at midnight on the day that:
 - 9.2.1 The Insured dies;
 - 9.2.2 RCS ceases to participate in the Policy;
 - 9.2.3 The Policy terminates for any reason whatsoever; or
 - 9.2.4 The Insured cancels the Policy by giving one month's notice to the Intermediary,
 - 9.2.5 The Insurer cancels the Policy by giving a 31 (thirty-one) Day notice period to the Insured,
 - 9.2.6 The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity, whichever of the aforementioned events occur first.
- 9.3 Guardrisk shall not be affected by any arrangements that may be made between RCS and the 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.

10. CLAIMS NOTIFICATION PROCEDURE

- 10.1 On the occurrence of a Claim Event, a Personal Accident benefit Claim must be made within 3 (three) months of the Claim Event. Reference to "Claim" or "Claims" means the fully completed claim form with all required documentation attached. A claim form may be obtained by calling RCS Insurance Team on 081 729 727, or sending an email to: Claims@rcsgroup.co.za
- 10.2 When there is a Claim Event that is covered in terms of this Policy, the Claimant must, at their own cost:
 - 10.2.1 notify RCS in writing within 3 (three) months of the date of the Claim Event giving rise to the Claim;
 - 10.2.2 complete and send the claim form to RCS;
 - 10.2.3 supply full details of the event in writing and provide RCS with all the necessary documentation and proof that RCS require; (see below list of documents that may be required)
 - 10.2.4 submit copies of medical examinations and/or any other reasonable request RCS may require in order to assess the Claim.
- 10.3 If the Claim is Repudiated and the Claimant does not agree with this decision or with the amount paid, the Claimant can, within 90 (ninety) Days after Guardrisk has Repudiated or settled the Claim, discuss with Guardrisk the reason for the Repudiation or settlement. If after this period the Claimant still does not agree with Guardrisk's reasons, the Claimant has a further 180 (one hundred and eighty) Days to institute legal action against Guardrisk by way of the service of summons. The Claimant may also follow the Complaints Procedure as set out in clause 25 hereof. If the Claimant does not do anything then the Claimant gives up his or her rights to any further Benefits in respect of this Claim and the matter will Prescribe.
- 10.4 The Claimant must submit the following documents to the RCS claims department:
 - Accidental Death**
 - 10.4.1 Fully completed and signed RCS claim form;
 - 10.4.2 Certified copy of the deceased's death certificate;
 - 10.4.3 Certified copy of the deceased's identity document
 - 10.4.4 The DHA 1663 Notice of Death form (The document completed by the attending medical practitioner);
 - 10.4.5 A certified affidavit and or copy of the Accident Report (AR) is required;
 - 10.4.6 A Police Report is required where the Claim Event is as a result of a motor vehicle accident, or under investigation or as a result of suspected suicide;
 - 10.4.7 Post-mortem report if required by Guardrisk;
 - 10.4.8 Certified copy of the Nominated beneficiary's identity document;
 - 10.4.9 Certified copy of the Nominated beneficiary's/Claimant's bank statement (not older than 3 months), or any additional details that may be required.
 - 10.4.10 If the Claim is only submitted after the aforementioned 3 (three) months, an affidavit which explains the reason for the delay.
 - Accidental Permanent Disability**
 - 10.4.11 Fully completed and signed RCS claim form;
 - 10.4.12 A certified copy of the completed and signed medical certificate. This must be completed by a Doctor that diagnosed or treated the Accidental Permanent Disability and who is a validly registered medical doctor (with a practice number), in terms of the South African Health Professions Council;
 - 10.4.13 Letter from Employer if Principal Insured and / or Spouse is injured at work;
 - 10.4.14 A Police Report is required where the Claim Event is as a result of a motor vehicle accident;
 - 10.4.15 If the Claim is only submitted after the aforementioned 3 (three) months, an affidavit which explains the reason for the delay.
- 10.5 Notification of all Claims that are submitted to RCS under this insurance shall be made to Guardrisk by RCS, on behalf of the Insured or Nominated Beneficiary/Claimant. A Claim shall not be payable by Guardrisk, if the conditions set out in this clause are not complied with.

11. UNCLAIMED BENEFITS

- 11.1 If a benefit under this Policy is an Unclaimed Benefit, RCS will take action to determine if the Principal Insured/Nominated Beneficiary is alive and/or aware of the benefit payable to him/her under this policy. Specifically in the 3 (three) year period after the Unclaimed Benefit arises, RCS may:
 - 11.1.1 attempt to contact the Principal Insured/Nominated Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or
 - 11.1.2 determine the last known contact information of the Principal Insured/Nominated Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media; or
 - 11.1.3 appoint an external tracing company to locate the Principal Insured/Nominated Beneficiary.
- 11.2 Before the end of the 3 (three) year period referred to above, RCS will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of Guardrisk, and Guardrisk will accept liability for the Unclaimed Benefit.

12. MISREPRESENTATION

- 12.1 This Policy shall be voidable in the event of misrepresentation, or non-disclosure by or on behalf of the Insured which is material to Guardrisk's assessment of the risk, in which event any and all premiums so paid or payable shall be paid back to the insured.
- 12.2 It is the responsibility of the Insured to let RCS know if any of her/his circumstances change and where this could affect the outcome of a potential claim and/or invalidate this Policy and its benefits.

13. SURRENDERS OR CESSIONS

- 13.1 This Policy may not be assigned or transferred.
- 13.2 This policy does not accrue a surrender, loan or paid up value.

14. CONDITION PRECEDENT

Strict compliance by the Insured 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

- 15.1 This Policy can be cancelled by the Insured within 31 (thirty-one) Days of the Commencement Date, provided that no benefit has yet been paid or claimed or the Claim Event has not yet occurred, by giving RCS notice in writing. In the event that this Policy is cancelled within this 31 (thirty-one) Days cooling off period, the Insured will receive a refund of her/his paid Premium/s.
- 15.2 After this 31 (thirty-one) Day cooling off period, this Policy may be cancelled by the Insured giving 31 (thirty-one) Days' notice in writing to RCS or it may be cancelled by Guardrisk by giving 31 (thirty-one) Days' notice in writing to the Insured at the latter's last known contact details. Cover will cease at midnight on the last day for which the Premium has been paid. In the event that this Policy is cancelled after the expiry of the cooling off period, the Premiums paid will not be refunded to the Insured.

16. POLICY VARIATION

- 16.1 This Policy is issued on the basis that the statements and information made and set forth in the application form and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances

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- likely to materially affect the assessment of the risk at the time of the issue of this Policy.
- 16.2 The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Commencement Date unless there are reasonable actuarial grounds to change or Vary the terms and conditions or when the Variation to the terms and conditions will be to the benefit of the Insured. After the first 12 (twelve) months from the Commencement Date, the Insurer reserves the right to change or Vary the terms and conditions annually.
- 16.3 Any changes to the terms and conditions will be notified to the Principal Insured 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for any change to the provisions, terms or conditions of the Policy and an explanation of the implications of the change. Any Variations and or changes will be binding on both the Insurer and the Principal Insured and can be applied only after written communication of these changes has been sent to the Principal Insured's last known address as it appears in our records at that time.

17. 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 including Premiums paid under this Policy shall be forfeited.

18. JURISDICTION AND GOVERNING LAW

- 18.1 Only the courts of South Africa shall have jurisdiction to entertain any Claims arising out of or in respect of this Policy and the law of South Africa shall apply to this Policy.
- 18.2 The parties hereby consent to the jurisdiction of the Magistrate's Court of South Africa, 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.

19. INDULGENCE, LENIENCY OR EXTENSION

No indulgence, leniency or extension of time which RCS or Guardrisk may grant or show to the Insured, shall in any way prejudice RCS or Guardrisk, or preclude RCS or Guardrisk, from exercising any of their rights in the future.

20. COMMISSION OR OTHER REMUNERATION PAYABLE TO THE INTERMEDIARY

Commission of 3.25% and a binder fee of 9% of the total monthly Premium is payable to RCS, which is included in the monthly Premium.

21. NO RIGHTS TO OTHER PARTIES

- 21.1 Unless otherwise expressly provided in this Policy, nothing in this Policy shall give any rights to any person other than the Insured.
- 21.2 Payment to the Insured or the approved Claimant shall in every case be a full discharge to Guardrisk.

22. DISCLOSURE DETAILS – PLEASE READ CAREFULLY

- 22.1 As a life insurance policyholder, or prospective policyholder, you have the right to the following information:
- 22.1.1 The Financial Advisory Intermediary Services Act 37 of 2002 ("FAIS Act"), the General Code of Conduct and the Long Term Insurance Act 52 of 1998, and the Policyholder Protection Rules require compliance by Product Suppliers (insurers), Non-Mandated Intermediary Binder Holders with various disclosure requirements in order to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, NMI Binder Holder and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial services industry.
- 22.1.2 You will receive a Disclosure Notice at the inception of your Policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier, NMI Binder Holder and Financial Services Provider (if applicable), together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining the required details, please contact your Financial Services Provider for further assistance.
- 22.2 Details of the Non-Mandated Intermediary Intermediary: RCS Cards (Pty) Ltd, Reg No. 2000/017891/07
RCS is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 44481. The below contact information is the relevant contact details for RCS:

Contact Details
Physical Address: RCS Building Golf Park, Raapenberg Road, Mowbray, 7700
Postal Address: P.O. Box 111, Goodwood, 7459
Telephone Number: (021) 597 4000 or 0861 SAY RCS / 0861 729 727
Fax Number: 0861 237 483
Web Address: www.rcs.co.za

Claims department contact details

Postal Address: PO Box 111, Goodwood, 7459
Tel: 0861 729 727
Fax: 0861 237 483
Email Address: claims@rcsgroup.co.za
Key individual email address: fais@rcsgroup.co.za

RCS Compliance Officer is available on the above numbers or on the following email address: compliance@rcsgroup.co.za.

- 22.3 RCS operates as a private company with limited liability.
- 22.3.1 RCS performs services as an intermediary under the Long Term Insurance Act 52 of 1998 entering into long term policies, maintaining, servicing and dealing with the policies on the Insurer's behalf.
- 22.3.2 RCS is authorised, in terms of the FAIS Act, to render advice and intermediary services in respect of Category 1, Subcategory B1 relating to long term insurance products.
- 22.3.3 RCS accepts liability for all financial advice and or intermediary services provided by our representatives.
- 22.3.4 RCS has a binder agreement with Guardrisk Life Limited. RCS does not hold more than 10% of the Insurer's shares nor did RCS receive more than 30% of its total income from the Insurer in the last 12 months.
Relationship between the Insurer and Non-mandated Intermediary/ Intermediary:
The Insurer and the Non-mandated Intermediary have concluded a shareholder and subscription agreement that entitles the Non-mandated Intermediary to place insurance business with the Insurer and to share in the profits and losses generated by the insurance business. The Insurer may distribute dividends, at the sole discretion of the Insurer's Board of Directors, to the Non-mandated Intermediary during the existence of the Policy.
- 22.3.5 RCS does have Professional Indemnity cover as well as the necessary Agreement in place to act on behalf of Guardrisk.
- 22.3.6 RCS earns a Binder fee of 9% and Commission of 3.25% of the Premium payable.
- 22.4 Details of the Insurer: Guardrisk Life Limited, Reg No. 1999/013922/06
Guardrisk Life Limited is a licensed life insurer in terms of the Insurance Act 18 of 2017 and an authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP No. 76.
In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under:

CATEGORY I:

- Long-term Insurance : Category A
- Long-term Insurance : Category B1
- Long-term Insurance : Category B1-A
- Long-term Insurance : Category B2
- Long-term Insurance : Category B2-A
- Long-term Insurance : Category C

The below information is the relevant contact details for Guardrisk:

Contact Details

Physical Address: The Marc, Tower 2, 129 Rivonia road, Sandton, 2196
Postal Address: PO Box 786015, Sandton, 2146
Telephone Number: (011) 669 1000
Email Address: info@guardrisk.co.za
Web Address: www.guardrisk.co.za

Guardrisk's Compliance Officer is available via email: compliance@guardrisk.co.za, and
Telephone: +27-11-669-1000

- 22.4.1 Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.
- 22.4.2 You can access the Guardrisk's Conflict of Interest Management Policy at www.guardrisk.co.za

23. OTHER MATTERS OF IMPORTANCE

- 23.1 You must be informed of any material changes in the detail provided about Your Intermediary and Guardrisk.
- 23.2 If the information about the Intermediary was given orally, it must be confirmed in writing within 31 (thirty one) days.
- 23.3 If any complaint to the Intermediary or Insurer is not resolved to Your satisfaction, You may submit the complaint to the Registrar of Long Term Insurance.
- 23.4 Guardrisk and not the Intermediary must give reasons for Repudiating Your Claim.
- 23.5 Guardrisk may not cancel Your insurance merely by informing the Intermediary. There is an obligation to make sure the notice has been sent to You. You are entitled to a copy of the Policy document free of charge.

Personal Accident Plan

Policy & Disclosure Notice (collectively, the “POLICY”)

24. WARNING

- 24.1 Do not sign any blank or partially completed application forms.
- 24.2 Complete all forms in ink.
- 24.3 Try and keep all documents handed to You.
- 24.4 Make a note as to what is said to You.
- 24.5 You may not be pressurised to buy any product.

25. COMPLAINTS PROCEDURE

- 25.1 Please first contact the Intermediary (RCS) if You have any complaints or queries on (021) 597 4000 or 0861 SAY RCS / 0861 729 727. You can access our Complaints Policy at www.rcs.co.za or email complaints@rcs.co.za
- 25.2 If any complaint to RCS is not resolved to Your satisfaction, You may then submit the complaint to the Insurer, at:

Guardrisk Life Limited – In the event of complaints not being satisfactorily resolved:

Postal Address: PO Box 786015, Sandton, 2146
Tel: (011) 669 1000
Email: complaints@guardrisk.co.za

- 25.3 You can access our Complaints Resolution Policy at: www.guardrisk.co.za or email: complaints@guardrisk.co.za

- 25.4 If any complaint to the Insurer is not resolved to Your satisfaction, You may then submit the complaint to the following regulators:

The Long Term Insurance Ombudsman – In the event of claims problems not being satisfactorily resolved.

Postal Address: Private Bag X45, Claremont, 7735
Tel: (021) 657 5000 Fax: (021) 674 0951
Sharecall: 0860 103 236
E-mail: info@ombud.co.za
Website: www.ombud.co.za

The FAIS Ombud – In respect of complaints about the selling of the financial service provided.

Postal Address: PO Box 74571, Lynwood Ridge, 0040
Tel: (012) 762 5000 or (012) 470 9080
Fax: (012) 348 3447 or 0860 764 1422
E-mail: info@faisombud.co.za
Website: www.faisombud.co.za

Financial Sector Conduct Authority – if any complaint to the Intermediary or Insurer is not resolved to Your satisfaction.

Postal Address: PO Box 35655, Menlo Park, 0102
Tel: (012) 428 8000
Contact centre: 0800 20 37 22
Fax: (012) 346 6941
Email: info@fsca.co.za
Website: www.fsca.co.za

The Information Regulator – In respect of any complaint relating to data or data breaches.

Tel: (010) 023 5200
Email: POPIAcomplaints@infoeregulator.org.za

26. COOLING-OFF RIGHTS

You have the right to cancel this Policy, via written notification, within 31 (thirty-one) Days after the later of the receipt of this disclosure document or the Policy summary, or from a reasonable date on which it can be deemed that you received this disclosure

27. TREATING CUSTOMERS FAIRLY

- 27.1 This product has been created to meet the requirements of our clients. RCS endeavours to at all time deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (“TCF”).
- 27.2 The TCF principles ensure we apply fairness to all client experiences relating to new business, policy terms, service and claims processes. The TCF framework has 6 outcomes which are:
 - 27.2.1 You are confident that Your fair treatment is key to our culture;
 - 27.2.2 Products and services are designed to meet Your needs;
 - 27.2.3 To communicate clearly, appropriately and on time during the lifespan of Your policy;
 - 27.2.4 To provide information which is suitable to Your needs and circumstances;
 - 27.2.5 Our products and services meet your standards and deliver what You expect;
 - 27.2.6 There are no unreasonable barriers to access our services, or to lodge a Claim or complaint.

28. EXTENT AND NATURE OF PREMIUM OBLIGATIONS

- 28.1 Your Policy document reflects the Premiums payable, the due date of payment and the frequency of payment (e.g. monthly or annually). When amendments are made to the Policy an additional or refund Premium may become due and such amounts are also reflected on the Policy schedule.
- 28.2 Financial Services Providers are authorised to accept Premium payment on behalf of Product Suppliers and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider.

29. PROCESSING AND PROTECTION OF YOUR PERSONAL INFORMATION

- 29.1 Your privacy is of utmost importance to us. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.
- 29.2 You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary. You accept that your Personal Information collected by us may be used for the following reasons:
 - 29.2.1 To establish and verify your identity in terms of the Applicable Laws;
 - 29.2.2 To enable RCS/Guardrisk to fulfil its obligations in terms of this Policy;
 - 29.2.3 To enable RCS/Guardrisk to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws,
 - 29.2.4 Reporting to the relevant Regulatory Authority/Body in terms of the Applicable Laws
- 29.3 We may share Your information for further processing with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential:
 - 29.3.1 Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
 - 29.3.2 Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
 - 29.3.3 Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, in accordance with the Applicable Laws, are required to share Your Personal Information with;
 - 29.3.4 Credit Bureau's;
 - 29.3.5 Our service providers, agents and sub-contractors that We have contracted with to offer and provide products and services to any Policyholder in respect of this Policy; and
 - 29.3.6 Persons to whom We cede Our rights or delegate Our authority to in terms of this Policy.
- 29.4 You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws. Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.
- 29.5 You understand that if We have utilised your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Guardrisk. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

30. WAIVER OF RIGHTS

The FAIS General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

31. CONFLICT OF INTEREST

- 31.1 RCS have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined.
- 31.2 RCS adopted a values based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Services Conduct Authority. A conflict of interest management policy is available to clients upon request.