

Comprehensive Protection 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 & Health Classes of Business. This Policy is annually renewable.

3. NON-MANDATED INTERMEDIARY

RCS Cards (Pty) Ltd (Reg. No 2000/017891/07) ("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 Comprehensive Protection Plan 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;

4.4 ACTIVITIES OF DAILY LIVING

means the basic activities and skills required of an Insured to manage their physical needs such as personal hygiene, dressing, toileting, transferring, walking and eating.

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 3 (three) or more Days as a registered in-patient on the recommendation of a qualified and registered Doctor whereupon the Benefit will become payable from Day 1 (one). Any benefit calculation will not include the date of discharge as this is not a full Day;

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 BENEFIT LEVEL

means the Benefit Level chosen by the Principal Insured:

- R50,000; or
- R100,000; or
- R150,000; or
- R200,000

4.9 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;

4.10 BUSINESS DAY

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

4.11 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;

4.12 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;

4.13 CLAIM EVENT

means the insured risk under this Policy, being Death, or Permanent Disability, Serious Illness and/or an Admission into Hospital as chosen by the Principal Insured;

4.14 COMMENCEMENT DATE

means the date when this Policy commences as stated in the Policy Schedule;

4.15 DAY

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

4.16 DEATH

means the Accidental Death or Natural Death of an Insured;

4.17 DOCTOR

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

4.18 EXCLUSION

means the losses or risk events not covered under this Policy and which if results in a Claim Event will render a Claim invalid;

4.19 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;

4.20 HOSPITAL:

means any institution within South Africa which meets all of the following criteria:

- 4.20.1 Holds a license as a hospital or day clinic or nursing home (if licensing is required in the province);
- 4.20.2 Operates for the reception, care and treatment of sick or injured persons as inpatients;
- 4.20.3 Provides organised facilities for diagnosis and surgical treatment;
- 4.20.4 Is not primarily a rest or convalescent home or similar establishment and is not a place for alcoholics and drug addicts; and Hospitalisation shall have a corresponding meaning.

4.21 INCOME BOOSTER

means the benefit payable per each Day of Hospitalisation provided the Insured is in Hospital for 3 (three) consecutive Days (or more) and backdated to Day 1 (one) with a limit of 30 (thirty) covered Days per each calendar year taking into account any Waiting Period and Exclusions;

4.22 INSURED

means the Principal Insured and Spouse who at the date of entry is between the ages of 18 (eighteen) and 64 (sixty-four);

4.23 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.

4.24 NATURAL DEATH

means a death that is not Accidental, it is one that is primarily attributed to an illness or an internal malfunction of the body not directly influenced by external forces;

4.25 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 Spouse;

4.26 PERIOD OF INSURANCE

means every subsequent month after the Commencement Date that RCS receives Your Premium and the Policy remains in force;

4.27 PERMANENT DISABILITY

Means a medically and certified incapacity resulting from illness, injury or disease which cannot be cured or treated, and which results in the Insured being totally and permanently unable to perform at least four of the Activities of Daily Living as defined below. Additionally, the Insured shall be deemed to have suffered Total

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and Permanent Disability upon the total and permanent loss of function of or amputation of both upper limbs above the wrist joint or of both lower limbs above the ankle joint (or 1 (one) of each), loss of sight in both eyes with a visual acuity of <20/200 in the better eye and which is not correctable by aids or surgery, the total and permanent loss of hearing in both ears as confirmed by an ear, nose and throat surgeon, with objective audiometry evidence, done with the use of hearing aids, recording an average loss of greater than 87dB across all measured frequencies.

4.27.1 ACTIVITIES OF DAILY LIVING:

The impairment must have existed for a continuous period of 6 (six) months and the Insured must have undergone optimal Reasonable Treatment

4.27.1.1 Personal Hygiene: The Insured is permanently unable to attend to his or her bathing or grooming, showering, washing and drying-off independently, including the inability to maintain dental hygiene and is entirely dependent on another person to assist with these tasks.

4.27.1.2 Dressing: The Insured is permanently unable to attend to his or her own dressing needs and is entirely dependent on another person in order to put on or take off clothes, fasten garments and/or attend to the wearing or use of artificial limbs or assistive devices.

4.27.1.3 Transferring and mobility: The Insured is permanently unable to move from one place to another without total reliance on another person.

4.27.1.4 Toileting: The Insured is permanently unable to get to and from the toilet, using it appropriately, and cleaning oneself independently.

4.27.1.5 Eating: The Insured is permanently unable to feed him or herself and always requires assistance in order to eat, including special preparation of food in order to ingest it.

4.27.1.6 Locomotion on a level surface: The Insured is permanently unable to move from one position to another or walk on a flat surface independently. If the Insured uses any aids, he/she shall be assessed on their ability to perform Activities of Daily Living using those aids. The assessment process for Activities of Daily Living criteria may require an Occupational Therapist to objectively verify that the Insured cannot perform these tasks and won't be able to do so in the future.

4.28 PERSONAL INFORMATION

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

4.29 PRE-EXISTING MEDICAL CONDITION

means any illness that the Insured was aware of, or had consulted a Doctor for, or had received medical treatment in the 24 (twenty-four) months preceding the Commencement Date which results in a Claim Event after the Commencement Date of this Policy.

4.30 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;

4.31 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;

4.32 POLICY SCHEDULE

means the schedule confirming the details of the benefit selected, the Principal Insured, Spouse, the Premium and Nominated Beneficiary.

4.33 PREMIUM

means the monthly premium payable to cover the risk of benefits provided by this Comprehensive Protection Policy;

4.34 PRESCRIBE

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

4.35 REASONABLE TREATMENT

means the indicated treatment based on generally accepted medical protocols for treatment of the condition(s) in question at the time of the Claim.

4.36 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-

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

4.37 SERIOUS ILLNESS

means cancer, stroke, heart attack, organ transplant, kidney failure. A Serious Illness must be confirmed by a doctor with the appropriate Specialist knowledge and qualifications.

4.38 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. 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.

4.39 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) months 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;

4.40 UNNATURAL DEATH

means death resultant from suicide which death must occur after the first 12 (twelve) months from the Commencement Date in order to be covered. Suicide during the first 12 (twelve) months from the Commencement Date will not be covered.

4.41 VARIATION

means any act that results in a change to:

- The Premium;
- Any terms;
- Any condition;
- Any Policy benefit;
- Any Exclusion; or
- The duration of this Policy, and

VARY and VARIATIONS have corresponding meanings

4.42 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 the waiting periods start from the Commencement Date and are as follows:

Natural Death	6 (six) months
Unnatural Death	12 (twelve) months
Accidental Death	no waiting period
Permanent Disability	6 (six) months
Serious Illness	6 (six) months
Income Booster	6 (six) months

Should a Claim Event occur during the Waiting Period, the Claim will be invalid and will remain so even after the expiry of the Waiting Period. If the Policy lapses and is reinstated within 2 (two) months from the date of lapse, no new Waiting Period will be applied provided that all outstanding Premiums have been paid.

5. OPERATIVE CLAUSE

Subject to the Benefit levels chosen by the Principal Insured and/or Spouse, and 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 as follows:

6. POLICY LIMITS

This Policy is subject to the following limits:

Number of Policies per Insured: 1 (one)

Number of Claims per Event per Insured:

- Death: 1 (one) for the Policy duration;
- Permanent Disability: 1 (one) for the Policy duration;
- Serious Illness: 1 (one) for the Policy duration; and
- Income Booster: 30 (thirty) Days per Insured per calendar year.

7. BENEFITS PAYABLE:

7.1 DEATH BENEFIT

In the event of the Insured passing away, and subject to the terms and conditions of this Policy, any Waiting Period and all Exclusions, 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

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Insured. Upon payment of the Death benefit of the Principal Insured, the Policy will automatically cease.

7.2 PERMANENT DISABILITY BENEFIT

On the Permanent Disability of the Insured as defined, and subject to the terms and conditions of this Policy, any Waiting Period and all Exclusions, Guardrisk will pay the benefit amount chosen by the Principal Insured to the Principal Insured.

The Permanent Disability benefit for the Insured is an accelerated benefit of the Death benefit and shall only be payable once during the term of this Policy for an Insured. On the date that a Claim for the Permanent Disability benefit for the Spouse is accepted by Guardrisk, such Spouse will no longer be covered and cover will automatically cease for the Spouse and the Premium will reduce. Upon payment of the Permanent Disability benefit of the Principal Insured, the Policy will automatically cease.

7.3 SERIOUS ILLNESS BENEFIT

Upon diagnosis of a Serious Illness and subject to the terms and conditions of this Policy, any Waiting Period and all Exclusions, Guardrisk will pay the benefit amount chosen by the Principal Insured to the Principal Insured. The Serious Illness benefit for the Insured is an accelerated benefit of the Death benefit and shall only be payable once during the term of this Policy for an Insured. On the date that a Claim for the Serious Illness benefit for the Spouse is accepted by Guardrisk, such Spouse will no longer be covered and cover will automatically cease for the Spouse and the Premium will. Upon payment of the Serious Illness benefit of the Principal Insured, the Policy will automatically cease.

7.4 INCOME BOOSTER BENEFIT

In the event of the Insured's Admission to a Hospital, and subject to the Waiting Period and Exclusions and terms and conditions of the Policy, Guardrisk will pay the benefit of R600-00 (six hundred rands) per Day the Insured is in Hospital provided the Insured is in Hospital for 3 (three) consecutive Days (or more) whereupon the benefit will be back-dated to Day 1 (one). The Day of discharge will not form part of the benefit calculation as this will not be deemed a full Day. This benefit will be limited to a maximum of 30 (thirty) Days per Insured per each calendar year calculated from the Commencement Date. The benefit will be payable after the date of discharge and not whilst an Insured is in Hospital.

8. 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:

- 8.1 suicide or attempted suicide during the first 12 (twelve) months from the Commencement Date;
- 8.2 the Insured driving or riding in any kind of race;
- 8.3 a Claim Event arising against the Death, Permanent Disability or Serious Illness benefits relating to a Pre-Existing Medical Condition;
- 8.4 war, invasion, act by a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- 8.5 the Insured's deliberate exposure to exceptional danger (except in an attempt to save human life);
- 8.6 the Insured's active participation in the commission of a criminal activity resulting in a Claim Event;
- 8.7 wilful self-injury or where the Insured 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 Doctor (other than herself/himself where the Insured is such a Doctor);
- 8.8 the Insured's participation in any riot, civil commotion or terrorism;
- 8.9 mountaineering necessitating use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, hand-gliding;
- 8.10 the Insured participating in professional sports.

9. ADDITIONAL EXCLUSIONS FOR THE INCOME BOOSTER BENEFIT:

Guardrisk will not be liable to pay any benefit under this Policy if the Admission into Hospital results from the following:

- 9.1 any mental or psychiatric or nervous condition including anxiety and depression;
- 9.2 any pregnancy related condition including childbirth;
- 9.3 any admission into hospital where there is no objective impairment in the Insured's health and shall also include an Admission where the primary treatment is for physiotherapy, traction or pain management;
- 9.4 any Admission that is elective by the Insured (or of the Insured's own choosing) including any cosmetic surgery, infertility investigation and/or treatment or caused by self-inflicted injury/injuries;
- 9.5 any Admission caused by the Insured not following medical advice and/or treatment.

10. PREMIUM:

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

- 10.1.1 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.

- 10.1.2 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

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

- 10.2.1 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.

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

- 10.3 The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months after 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 an Insured. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium and cover 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 details of the 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 claims experience, past and future expected lapse experience, a pricing error, 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. Any Claim arising during the 60 (sixty) Day 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 (two) months from the date of lapse/cancellation. Where a request to reinstate occurs after 2 (two) 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.

The abovementioned Grace Period relates to the termination of this Policy only, and in no way negates the Principal Insured's responsibility to pay the Premiums in a timely manner.

11. CESSATION OF COVER:

- 11.1 This Policy shall automatically end at midnight on the Day that:
 - 11.1.1 the full RCS credit facility instalment is not received by the Intermediary by the expiry of the Grace Period;
 - 11.1.2 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 by the expiry of the Grace Period;
 - 11.1.3 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.
- 11.4 the Death or Permanent Disability of the Principal Insured
- 11.5 the payment of the Death Benefit or the Permanent Disability Benefit or the Serious Illness Benefit for the Principal Insured.
- 11.6 RCS ceases to participate in the Policy;
- 11.7 The Policy terminates for any reason whatsoever; or
- 11.8 The Insured cancels the Policy by giving one month's notice to the Intermediary,
- 11.9 The Insurer cancels the Policy by giving a 31 (thirty-one) Day notice period to the Insured,

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- 11.2** 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.
- 11.3** 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.
- 12 CLAIMS NOTIFICATION PROCEDURE:**
- 12.1** On the occurrence of a Claim Event, a 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
- 12.2** When there is a Claim Event that is covered in terms of this Policy, the Claimant must, at their own cost:
- 12.2.1** notify RCS in writing within 3 (three) months of the date of the Claim Event giving rise to the Claim;
- 12.2.2** complete and send the claim form to RCS;
- 12.2.3** 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)
- 12.2.4** submit copies of medical examinations and/or any other reasonable request RCS may require in order to assess the Claim.
- 12.3** 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 the Disclosure Notice below. 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.
- 12.4** The Claimant must submit the following documents to the RCS claims department:
- 12.4.1 NATURAL DEATH AND ACCIDENTAL DEATH**
- Fully completed and signed RCS claim form;
 - Certified copy of the deceased's death certificate;
 - Certified copy of the deceased's identity document
 - The DHA1663 Notice of Death form (The document completed by the attending medical practitioner);
 - A copy of the Post-mortem report in cases of Accidental Death;
 - 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;
 - Certified copy of the Nominated beneficiary's identity document;
 - Certified copy of the Nominated beneficiary's/Claimant's bank statement (not older than 3 (three) months);
 - If the Claim is only submitted after the aforementioned 3 (three) months, an affidavit which explains the reason for the delay.
- 12.4.2 PERMANENT DISABILITY**
- Fully completed and signed RCS claim form;
 - A certified copy of the completed and signed medical certificate. This must be completed by a Doctor that diagnosed or treated the Permanent Disability;
 - Letter from Employer if Principal Insured and/or Spouse is injured at work;
 - 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;
 - If the Claim is only submitted after the aforementioned 3 (three) months, an affidavit which explains the reason for the delay.
- 12.4.3 SERIOUS ILLNESS**
- Fully completed and signed RCS claim form;
 - A certified copy of the completed and signed medical certificate. This must be completed by a Doctor that diagnosed or treated the Serious Illness with supporting medical proof of the diagnosis.
- 12.4.4 INCOME BOOSTER**
- Fully completed and signed RCS claim form;
 - A copy of the Hospital account
 - A medical report from the treating Doctor.
- 12.5** Notification of all Claims that are submitted to RCS under this Policy 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.
- 13. UNCLAIMED BENEFIT:**
- 13.1** 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:
- 13.1.1** attempt to contact the Principal Insured/Nominated Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or
- 13.1.2** 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
- 13.1.3** appoint an external tracing company to locate the Principal Insured/Nominated Beneficiary.
- 13.2** 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.
- 14. MISREPRESENTATION:**
- 14.1** 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.
- 14.2** 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.
- 15. SURRENDERS OR CESSIONS:**
- 15.1** This Policy may not be assigned or transferred.
- 15.2** This Policy does not accrue a surrender, loan or paid up value.
- 16. 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.
- 17. CANCELLATION:**
- 17.1** This Policy can be cancelled by the Principal 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 Principal Insured will receive a refund of her/his paid Premium/s.
- 17.2** After this 31 (thirty-one) Day cooling off period, this Policy may be cancelled by the Principal 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 Principal 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 Principal Insured.
- 18. POLICY VARIATION:**
- 18.1** 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 likely to materially affect the assessment of the risk at the time of the issue of this Policy.
- 18.2** The Insurer will not change or Vary the terms and conditions during the first 12 (twelve) months after the Commencement Date of the Policy 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, the Insurer reserves the right to change or Vary the terms and conditions annually. 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 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.

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19. 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.

20. JURISDICTION AND GOVERNING LAW:

- 20.1** 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.
- 20.2** 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.

21. 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.

22. 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.

23. NO RIGHTS TO OTHER PARTIES:

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

24. DISCLOSURE DETAILS – PLEASE READ CAREFULLY

- 24.1** As a life insurance policyholder, or prospective policyholder, you have the right to the following information:
- 24.1.1** 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.
- 24.1.2** 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.

24.2 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: P.O 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.

- 24.3** RCS operates as a private company with limited liability.
- 24.3.1** 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.
- 24.3.2** 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.
- 24.3.3** RCS accepts liability for all financial advice and or intermediary services provided by our representatives.
- 24.3.4** 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.
- 24.3.5** RCS does have Professional Indemnity cover as well as the necessary Agreement in place to act on behalf of Guardrisk.
- 24.3.6** RCS earns a Binder fee of 9% and Commission of 3.25% of the Premium payable.

24.4 Legal and Contractual Relationship with the Insurer

The Insurer and RCS have concluded a shareholder and subscription agreement that entitles RCS to place insurance business with the Insurer. The shareholder and subscription agreement entitles RCS 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 RCS during the existence of the Policy.

24.5 Details of the Insurer: Guardrisk Life Limited, Reg No. 1999/013922/06

Guardrisk Life Limited is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence 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 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

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

25. OTHER MATTERS OF IMPORTANCE

- 25.1** You must be informed of any material changes in the detail provided about Your Intermediary and Guardrisk.
- 25.2** If the information about the Intermediary was given orally, it must be confirmed in writing within 31 (thirty one) Days.
- 25.3** 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.
- 25.4** Guardrisk and not the Intermediary must give reasons for Repudiating Your Claim.
- 25.5** 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.

26. WARNING

- 26.1** Do not sign any blank or partially completed application forms.
- 26.2** Complete all forms in ink.
- 26.3** Try and keep all documents handed to You.
- 26.4** Make a note as to what is said to You.
- 26.5** You may not be pressurised to buy any product.

27. COMPLAINTS PROCEDURE

- 27.1** 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

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27.2 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

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

27.4 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 41, Menlyn Park, 0063
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

Information Regulator - in respect of complaints relating to the use of Personal Information:

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017
Tel: +27-10-023-5200
Email: POPIAComplaints@inforegulator.org.za

28. 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.

29. TREATING CUSTOMERS FAIRLY

29.1 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").

29.2 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:

- 29.2.1** You are confident that Your fair treatment is key to our culture;
- 29.2.2** Products and services are designed to meet Your needs;
- 29.2.3** To communicate clearly, appropriately and on time during the lifespan of Your policy;
- 29.2.4** To provide information which is suitable to Your needs and circumstances;
- 29.2.5** Our products and services meet your standards and deliver what You expect;
- 29.2.6** There are no unreasonable barriers to access our services, or to lodge a Claim or complaint.

30. EXTENT AND NATURE OF PREMIUM OBLIGATIONS

30.1 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.

30.2 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.

31. PROCESSING AND PROTECTION OF YOUR PERSONAL INFORMATION

31.1 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.

31.2 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:

You authorise us to:

- 31.2.1** To establish and verify your identity in terms of the Applicable Laws;
 - 31.2.2** To enable RCS/Guardrisk to fulfil its obligations in terms of this policy;
 - 31.2.3** To enable RCS/Guardrisk to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws,
 - 31.2.4** Reporting to the relevant Regulatory Authority/Body in terms of the Applicable Laws
- 31.3** 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:
- 31.3.1** Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
 - 31.3.2** Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
 - 31.3.3** 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;
 - 31.3.4** Credit Bureau's;
 - 31.3.5** 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
 - 31.3.6** Persons to whom We cede Our rights or delegate Our authority to in terms of this Policy.
- 31.4** 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.

31.5 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.

32. 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.

33. CONFLICT OF INTEREST

33.1 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.

33.2 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.