

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

- 1. INSURER:**
This Policy is underwritten by Guardrisk Life Limited (Reg. No 1999/013922/06 and FSP No 76) (“Guardrisk”), a licensed insurer and Authorised Financial Services Provider.
- 2. TYPE OF POLICY:**
Life: Risk Class of Business
- 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. ACCEPTANCE LETTER:**
the letter sent to the Insured from RCS confirming that the Insured’s application for the Critical Illness Plan cover has been successful and that the Insured has consented to taking out the insurance cover;
 - 4.2. ADMINISTRATOR:**
means RCS Cards (Pty) Ltd (Reg. no 2000/017891/07);
 - 4.3. ADMISSION:**
means admission (or being admitted) to a Hospital or a Hospital intensive care unit for a period of more than 48 (forty-eight) hours, as a registered in-patient on the recommendation of a qualified and registered Doctor;
 - 4.4. APPLICABLE LAWS:**
means the Insurance Act 18 of 2017 and/or the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017 and the Protection of Personal Information Act 4 of 2013, and any other legislation dealing with data management and similar processes;
 - 4.5. BUSINESS DAY**
means any Day excluding a Saturday, Sunday or registered public holiday;
 - 4.6. CLAIM**
means, unless the context indicates otherwise, a demand for benefits under this Policy by a Claimant, irrespective of whether or not the Claimant’s demand is valid;
 - 4.7. CLAIMANT**
means the person who submits a Claim and completes the required claim form and submits the required documentation to the Administrator in order to assess the validity of the Claim;
 - 4.8. CLAIM EVENT:**
means the risk insured, being the diagnosis of the Critical Illness (as defined in clause 6) whilst the Insured is still alive.
 - 4.9. COMMENCEMENT DATE:**
means the date when this Policy commences.
 - 4.10. CRITICAL ILLNESS:**
means the Insured being diagnosed with a specified illness as defined under the benefits at clause 6.2 after the Commencement date, which means a first positive diagnosis of the Critical Illness by a Doctor whilst the Insured is alive;
 - 4.11. DAY:**
means a 24 (twenty-four) hour period, and DAYS has a corresponding meaning;
 - 4.12. DOCTOR:**
Operates a registered doctor (with a valid practice number), in terms of the South African Health Professions Council, and qualified specialist physician in the specified Critical Illness;
 - 4.13. EXCLUSIONS:**
means the losses or risk events not covered under this Policy as set out in clause 7;
 - 4.14. HOSPITAL:**
means any institution within South Africa which in the opinion of Guardrisk, meets all of the following criteria:
 - 4.14.1 Holds a license as a hospital or day clinic or nursing home (if licensing is required in the province);
 - 4.14.2 Operates for the reception, care and treatment of sick or injured persons as inpatients
 - 4.14.3 Provides organised facilities for diagnosis and surgical treatment
 - 4.14.4 Is not primarily a rest of convalescent home or similar establishment and is not a place for alcoholics and drug addicts;
 - 4.15. 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 60 (sixty) 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;
 - 4.16. PERIOD OF INSURANCE:**
means every subsequent month after the Commencement Date that RCS receives Your Premium;
 - 4.17. PERSONAL INFORMATION:**
means personal information as defined in the Protection of Personal Information Act 4 2013;
 - 4.18. POLICY:**
means this life insurance Policy under the Risk Class of Business;
 - 4.19. PREMIUM:**
means the monthly premium payable to cover the risk of benefits provided by the Critical Illness Policy;
 - 4.20. PRESCRIBE:**
means the legal termination of the period of time in which You can lodge a dispute in respect of a Claim outcome;
 - 4.21. REPUDIATE:**
means, in relation to a Claim, any action by which Guardrisk rejects or refuses to pay a Claim, for any reason, and includes instances where a Claimant lodges a Claim-
-in respect of a loss event or risk 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 and “Repudiation” and “Repudiated” shall have corresponding meanings;
- 4.22. UNCLAIMED BENEFIT**
means a valid and approved Claim where payment cannot be made to the Nominated Beneficiary as such person is unknown and not contactable. It is a Claim that is known to Us, has been reported, assessed, proven valid and approved.
- 4.23. VARIATION:**
means any act that results in a change to-
- the Premium;
- any terms;
- and condition;
- any Policy benefit;
- any Exclusion; or
- the duration of this Policy,
and VARY and VARIATION’ have corresponding meanings;
- 4.24. WAITING PERIOD:**
means a period during which an Insured is not entitled to benefits and where a diagnosis of a Critical Illness will not be covered, and will remain uncovered even after the expiry of the waiting period. For this Policy, the waiting period is 3 (three) months from the Commencement Date before a Claim Event will be covered provided the Claim Event occurs for the first time in the period after the waiting period has expired.
- 5 OPERATIVE CLAUSE:**
 - 5.1 In return for the timeous and prior payment of the required monthly Premium by the 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 benefit to the Insured if the Claim Event occurs during the life of the Insured. If the Insured dies while a Claim is pending and where it is accepted and/or not paid after the Insured’s death, the benefit will be paid to the Insured’s Claimant.
- 6 BENEFITS PAYABLE:**
 - 6.1 Critical Illness benefit**
 - 6.1.1 Subject to the terms and conditions of this Policy and provided that the first diagnosis of the Claim Event is after Waiting Period, Guardrisk will pay the capital sum of R20,000 (twenty thousand rand) to the Insured or where the Insured is deceased, to the Insured’s Claimant. The capital amount will not carry interest. This benefit shall only be payable once for each Critical Illness diagnosed provided the diagnosis in each instance is different and is for a new Critical Illness meeting the scope of cover and where the Premium continues to be paid after a successful Claim has been paid.
 - 6.2 Critical Illness means any of the following:**
 - 6.2.1 Cancer: Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma.
 - 6.2.2 Coronary artery surgery: The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) or anterolateral thoracotomy on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts.
 - 6.2.3 Heart attack: Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:
 - New characteristic electrocardiographic changes.
 - The characteristic rise of biochemical cardiac specific markers such as troponins or enzymes. The evidence must show a definite acute myocardial infarction.
 - 6.2.4 Kidney failure: Chronic and end stage failure of both kidneys to function, as a result of which regular dialysis is necessary and is permanently required.
 - 6.2.5 Major organ transplant:
The undergoing as a recipient of a transplant from another donor, of only the following: bone marrow or of a complete heart, kidney, lung, pancreas, liver or lungs.
 - 6.2.6 Stroke: Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in neurological deficit with persisting clinical symptoms lasting at least 24 hours.
- 7 GENERAL EXCLUSIONS:**
 - 7.1 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:
 - 7.1.1 The Insured is over 65 (sixty-five) years of age at the time of the Claim Event;
 - 7.1.2 any Claim arises directly or indirectly from, or is traceable to, a condition for which the Insured was being treated or where she/he is being or has been given treatment, or of which she/he was aware, at the Commencement Date, including a disease, physical defect, bodily injury, illness, sickness, condition or other infirmity of the Insured that has its origin prior to the Commencement Date;
 - 7.1.3 a positive diagnosis of a Critical Illness was made by a Doctor or other medical practitioner prior to the Commencement Date;
 - 7.1.4 one of the Critical Illnesses as defined has already been successfully claimed in terms of this Policy by the Insured and the Insured has been paid-out this benefit. For clarity, this means that the Insured may claim for another Critical Illness but not claim again for a Critical Illness that has already been successfully claimed and paid-out in terms of this Policy. As an example: Should you have claimed for lung cancer and your Claim has been paid out, you cannot claim for any further cancer that may be diagnosed.
- 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:

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

- 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 via telephonic request 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 Premium is subject to review once every calendar year, and the Insured will be notified of any Premium increases 31 (thirty-one) Days before any increase takes effect;
- 8.4 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 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 and if so, no Waiting Period for a Critical Illness diagnosis will be imposed. Where a request to reinstate occurs after 2 months from the date of lapse/cancellation, the full Waiting Period for a Critical Illness diagnosis will be imposed. 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.
- 8.5 Clause 8.4. 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 timeous manner.
- 8.6 During the grace period, we will provide the benefits payable. The benefit payable will be reduced by any outstanding Premium/s 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 8.4;
- 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 8.4;
- 9.1.3 the Insured's RCS credit facility is terminated or closed and the Premium is not received by the Intermediary within the period provided for in clause 8.4.
- 9.2 If the Premium is paid by means of a debit order, this Policy shall automatically end at midnight on the day that the Premium is for whatsoever reason not received by RCS within the period provided for in clause 8.4. The Policy shall also 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 reaches the age of 65 (sixty-five) years;
- 9.2.5 The Insured cancels the Policy by giving one month's notice to the Intermediary;
- 9.2.6 The Insurer cancels the Policy by giving a 31 (thirty-one) Day notice period to the Insured;
- 9.2.7 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.
- 9.4 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 A Critical Illness 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 is attached to your Acceptance Letter or may be obtained by calling RCS Claims department 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 months of the date of the 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 Claim 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 RCS 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 24 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:
- 10.4.1 Certified copy of the Insured's identity document;
- 10.4.2 Fully completed and signed RCS claim form;
- 10.4.3 Certified copy of the completed medical certificate. This must be completed by a Doctor as defined in this Policy;
- 10.4.4 Any additional information or documentation that would be reasonably required to assess the Claim.
- 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 Beneficiary/Claimant. A Claim shall not be payable by Guardrisk, if the conditions set out in this clause are not complied with.
- 10.6 UNCLAIMED BENEFITS:**
- 10.6.1 If a valid and approved Claim under this Policy for a benefit is not claimed within 6 (six) months from the date of approval, we will be obliged to start the process of tracing the Insured or Claimant.
- 10.6.2 We will take the necessary steps in accordance with the Code on Unclaimed Benefits set by the Association for Savings and Investment South Africa (ASISA), which is available on their website www.asisa.org.za or in accordance with the Insurers Unclaimed Benefits Management Framework.
- 10.6.3 These steps may include various external data sources and tracing agents.
- 10.6.4 We will deduct any administrative and/or tracing costs from the benefit payable.
- 11 MISREPRESENTATION:**
- 11.1 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.
- 11.2 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.
- 12 SURRENDERS OR CESSIONS:**
- 12.1 This Policy may not be assigned or transferred.
- 12.2 This Policy does not accrue a surrender, loan or paid up value.
- 13 CONDITION PRECEDENT:**
- 13.1 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.
- 14 CANCELLATION:**
- 14.1 This Policy can be cancelled by the Insured within 31 (thirty-one) Days of the date that the Insured receives the Policy or Variation of the Policy where such Variation has been requested by the Insured, provided that no benefit has yet been paid or claimed or the event insured against has not yet occurred, by giving RCS notice in writing. In the event that this Policy is cancelled within this 31 (thirty-one) Day cooling off period, the Insured will receive a refund of her/his paid premiums.
- 14.2 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.
- 15 POLICY VARIATION:**
- 15.1 Guardrisk reserves the right to Vary, add or change the terms and conditions of this Policy by giving the Insured written notice of such intention at least 31 (thirty-one) Days before any Premium rate adjustment and 31 (thirty-one) Days' notice before any other material Policy Variation.
- 15.2 RCS must inform the Insured of any material Variation of the terms and conditions.
- 15.3 Any Variations and/or changes will be binding on Guardrisk, RCS and the Insured and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent to the Insured's last known contact details.
- 16 FRAUD:**
- 16.1 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.
- 17 JURISDICTION AND GOVERNING LAW:**
- 17.1 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.
- 17.2 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.
- 18 INDULGENCE, LENIENCY OR EXTENSION:**
- 18.1 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.
- 19 COMMISSION OR OTHER REMUNERATION PAYABLE TO THE INTERMEDIARY:**
- 19.1 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.
- 20 NO RIGHTS TO OTHER PARTIES:**
- 20.1 Unless otherwise expressly provided in this Policy, nothing in this Policy shall give any rights to any person other than the Insured.
- 20.2 Payment to the Insured or the approved Claimant shall in every case be a full discharge to Guardrisk.

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

21 DISCLOSURE DETAILS – PLEASE READ CAREFULLY

As a life insurance policyholder, or prospective policyholder, you have the right to the following information:

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.

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.

21.1 Details of the Non-Mandated Intermediary Binder-holder: RCS Cards (Pty) Ltd, Reg No. 2000/017891/07

21.1.1 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

Procedures for the submission of Claims are detailed in the Policy wording and are important. RCS Compliance Officer is available on the above numbers or on the following email address: compliance@rcsgroup.co.za.

- 21.1.2 RCS operates as a private company with limited liability.
- 21.1.3 RCS performs services as a Non-Mandated Intermediary Binder Holder 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.
- 21.1.4 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.
- 21.1.5 RCS accepts liability for all financial advice and or intermediary services provided by our representatives.
- 21.1.6 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.
- 21.1.7 RCS does have Professional Indemnity cover as well as the necessary Agreement in place to act on behalf of Guardrisk.
- 21.1.8 RCS earns a Binder fee of 9% and Commission of 3.25% of the Premium payable.

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

21.2.1 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 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: +27-11-669-1104
 Fax Number: +27-11-675-3826

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

22 OTHER MATTERS OF IMPORTANCE

- 22.1 You must be informed in writing of any material changes in the detail provided about Your Intermediary and Guardrisk.
- 22.2 If the information about the Intermediary was given orally, it must be confirmed in writing within 31 (thirty-one) Days.
- 22.3 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.
- 22.4 Guardrisk and not the Intermediary must give reasons for repudiating Your Claim.
- 22.5 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.
- 22.6 You are entitled to a copy of the Policy document free of charge

23 WARNING

- 23.1 Do not sign any blank or partially completed application forms.
- 23.2 Complete all forms in ink.
- 23.3 Try and keep all documents handed to You.
- 23.4 Make a note as to what is said to You.
- 23.5 You may not be pressurised to buy any product.

24 COMPLAINTS PROCEDURE

- 24.1 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
- 24.2 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
- 24.3 You can access our Complaints Resolution Policy at: www.guardrisk.co.za or email: complaints@guardrisk.co.za
- 24.4 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 110 443 / 0800 20 20 87
 Fax: (012) 346 6941
 Email: info@fscsa.co.za
 Website: www.fscsa.co.za

25 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

26 TREATING CUSTOMERS FAIRLY

- 26.1 This product has been created to meet the requirements of our clients. RCS endeavours to at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (“TCF”).
- 26.2 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:
 - 26.2.1 You are confident that Your fair treatment is key to our culture.
 - 26.2.2 Products and services are designed to meet Your needs
 - 26.2.3 To communicate clearly, appropriately and on time during the lifespan of Your policy
 - 26.2.4 To provide information which is suitable to Your needs and circumstances.
 - 26.2.5 Our products and services meet your standards and deliver what you expect.
 - 26.2.6 There are no unreasonable barriers to access our services, or to lodge a Claim or complaint.

27 EXTENT AND NATURE OF PREMIUM OBLIGATIONS

- 27.1 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.

- 27.2 Financial Services Providers are authorised to accept Premium payment on behalf of the Insurer and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider.

28 PROCESSING AND PROTECTION OF YOUR PERSONAL INFORMATION

- 28.1 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.

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:

- 28.2 You authorise us to:
- 28.2.1 To establish and verify your identity in terms of the Applicable Laws;
 - 28.2.2 To enable RCS/Guardrisk to fulfil its obligations in terms of this policy;
 - 28.2.3 To enable RCS/Guardrisk to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws,
 - 28.2.4 Reporting to the relevant Regulatory Authority/Body in terms of the Applicable Laws
- 28.3 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:
- 28.3.1 Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
 - 28.3.2 Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
 - 28.3.3 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;
 - 28.3.4 Credit Bureau's;
 - 28.3.5 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
 - 28.3.6 Persons to whom We cede Our rights or delegate Our authority to in terms of this Policy.

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.

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 within 10 (ten) Days. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

29. WAIVER OF RIGHTS

- 29.1 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.

30. CONFLICT OF INTEREST

- 30.1 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.
- 30.2 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 Sector Conduct Authority. A conflict of interest management policy is available to clients upon request.