

Card Protection Plan

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

1. INTRODUCTION

The Card Protection Plan (“CPP”) policy is administered by RCS Cards Proprietary Limited (“RCS”) and underwritten by Guardrisk Insurance Company Limited. The CPP Policy contains the following Terms, Conditions, Exclusions and Provisions.

2. INSURING CLAUSE

We agree to pay the Benefits for any Insured Event covered under this Policy if You have paid Your premium subject to:

- 2.1 the Insured Event happening within the Period of Insurance;
- 2.2 the Event giving rise to a claim being covered in terms of the Exclusions and/or Terms and Conditions of this Policy;
- 2.3 You providing Us with all the relevant documents We may require;
- 2.4 The claim being reported within the prescribed period.

3. HOW DOES THE RCS CPP POLICY WORK?

For Your protection CPP is offered where:

- 3.1 You have an approved and linked store card with RCS; and
- 3.2 You live and have the right to permanently reside in South Africa; and
- 3.3 You must be at least 18 (eighteen) and less than 65 (sixty five) years of age on the date of application of cover.

4. WHEN WILL COVER START?

Cover will start on the Entry date.

5. DEFINITIONS

- 5.1 “Administrator” means RCS Cards (Pty) Ltd (Reg. no. 2000/017891/07).
- 5.2 “Annual Period” means any 12 consecutive months from Entry Date and any 12 month period thereafter.
- 5.3 “Claim” means a demand for policy benefits by You in relation to this policy, irrespective of whether or not Your demand is valid.
- 5.4 “Claim Event” means the Insured Event or incident which gives rise to a Claim.
- 5.5 “Entry date” means the date that you link your approved store card to your account with RCS (You need to go into the store with Your ID for verification and the store will link the card).
- 5.6 “Exclusion” means the losses or risk events not covered under this policy.
- 5.7 “Insured Event” means the Unauthorised use of Your store card for purchases not incurred by You.
- 5.8 “Insurer” means licensed non-life Insurer, namely Guardrisk Insurance Company Limited, FSP Number 75.
- 5.9 “Period of Insurance” means every subsequent month after the Entry date that RCS receives Your premium.
- 5.10 “You” or “Your” refers to the person who took out insurance for Card protection on their store cards.
- 5.11 “Premium” means the monthly premiums payable to cover the Benefits provided by this Card Protection Plan.
- 5.12 “Prescribe” means the legal termination of the period of time in which You can lodge a dispute in respect of a Claim outcome.
- 5.13 “Repudiate” in relation to a Claim means any action by which the Insurer rejects or refuses to pay a Claim or part of a Claim, for any reason, and includes instances where You lodge a Claim in respect of:
 - 5.13.1 a loss event or risk not covered under this Policy; and
 - 5.13.2 a loss event or risk covered under this Policy, but the premium or premiums payable in respect of this Policy are not paid. “Repudiation” shall have a corresponding meaning
- 5.14 “Variation” means any act that results in a change to-
 - 5.14.1 the premium;
 - 5.14.2 any term;
 - 5.14.3 any condition;
 - 5.14.4 any policy benefit;
 - 5.14.5 any exclusion; or
 - 5.14.6 the duration of this policy, and “Vary” and “Varying” shall have a corresponding meaning.
- 5.15 Unauthorised Use” means the use of Your store card by any person without Your permission for in store and online purchases

6. POLICY BENEFITS - WHAT IS COVERED?

- 6.1 You will be indemnified against any amount owing arising from an Insured Event/s occurring during the Period of Insurance. This benefit will be limited to an aggregate maximum of R20 000 in any annual period .
- 6.2 If during a period of insurance You lose Your store card, the replacement cost of the store card will be covered. This benefit is limited to three card replacements per year.
Payment of any benefit will only be considered if You have complied with all the terms and conditions of this policy, and if You have complied with all the requirements of the claims process as detailed in point 19 below.

7. SPECIFIC EXCLUSIONS – WHAT IS NOT COVERED?

- 7.1 Your participation in any criminal activities;
- 7.2 There shall be no payment under this policy for the loss of your card if it is lost in baggage, unless such baggage is carried by hand and under Your personal supervision;
- 7.3 We will not pay any benefit under this policy if You have not paid the premium or You do not comply with all Your obligations and conditions of this policy;
- 7.4 Any purchases made in Your name from a store card not issued to You.
- 7.5 Any additional unauthorised transactions occurring 24 hours after you have received an SMS which indicates Unauthorised Use of Your Card and You have failed to report this.

8. AMENDMENT OF POLICY RATES, TERMS AND CONDITIONS

We may amend the rates, terms and conditions of this policy at any time after giving You 31 (thirty one) days’ notice of such change in writing.

9. COOLING-OFF RIGHTS

You have the right to cancel this policy within 31 (thirty one) days from the receipt of the terms and conditions or within 31 (thirty one) days from the date on which it is deemed that You have received the terms and conditions or within 31 (thirty one) days of the Entry date, provided that no benefit has been claimed or paid or an Event giving rise to a Claim has not yet occurred, in which instance any premium paid will be refunded less the cost of any risk cover enjoyed by You by making a written request for cancellation.

10. CANCELLATION PROCEDURE AND CONSEQUENCES

- 10.1 You have the right to cancel this policy by giving us 31 (thirty one) days’ notice of Cancellation;
- 10.2 We may cancel this policy by giving You 31 (thirty one) days written notice of Cancellation;
- 10.3 Either cancellation as stated in 10.1 & 10.2 above will not attract a refund of any premiums paid;
- 10.4 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.

11. TERMINATION OF THE POLICY

This policy will terminate or end-

- 11.1 On the day that the Card agreement with RCS ends;
- 11.2 On the last day of the last month You paid us a premium.

12. NO 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

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. 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 benefit under this Policy, all benefits including Premiums paid under this Policy shall be forfeited.

15. JURISDICTION AND GOVERNING LAW

- 15.1 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.
- 15.2 The parties hereby consent to the jurisdiction of the High 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.

16. INDULGENCE, LENIENCY OR EXTENSION

- 16.1 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.

17. NO RIGHTS TO OTHER PARTIES

- 17.1 Unless otherwise expressly provided in this Policy, nothing in this Policy shall give any rights to any person other than You.
- 17.2 Payment to You shall in every case be a full discharge to Guardrisk.

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18. PREMIUM

- 18.1 If the Premium is charged to Your RCS credit facility, the following provisions apply:
- 18.1.1 The Premium payable is the monthly amount shown on the Acceptance Letter. You authorise the Administrator to debit and collect the Premium from Your RCS credit facility and to pay it over to Guardrisk on Your behalf in the amount as specified and RCS's credit facility terms and conditions will apply in addition to the terms and conditions of this Policy.
- 18.1.2 The Premium payable will not attract interest where the RCS credit facility payment plan is used to pay the Premium. If, however, You do not make payment of Your 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 Administrator.
- 18.1.3 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.
- 18.2 The Premium is subject to review once every calendar year, and You will be notified of any Premium increases 31 (thirty-one) Days before any increase takes effect;
- 18.3 We must receive Your full premium on the first of every month. If the Premium payment is not received by RCS You will have a grace period of 31 (thirty-one) days in which to pay your premium. RCS will double debit the Premium in the following month, which means the Premium will be billed twice. 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. All unpaid Premiums will attract interest and collection charges in accordance with the RCS credit facility terms and conditions. Any Claim arising during the 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.
- 18.4 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 cancelled.
Please note that the abovementioned grace period in no way negates Your responsibility to pay Your Premiums in a timeous manner.

19. HOW TO CLAIM

- When there is a Claim Event that is covered in terms of this policy, You must at Your own cost:
- 19.1 Notify the Administrator in writing within 30 days of the date of the event giving rise to the claim;
- 19.2 Report all Unauthorized Use of your store card to RCS and the South African Police Services within 24 hours after being notified of any unauthorized transactions;
- 19.3 Complete and send the claim form to the Administrator;
- 19.4 Supply full details of the Claim Event in writing and provide the Administrator with all the necessary documentation and proof that We require
- 19.5 You must adhere to any reasonable request for documentation or assistance to enable the Insurer to recover property or obtain indemnity from any other person;
- 19.6 On receipt of a claim the Administrator on behalf of the Insurer will appoint RCS Fraud Division to investigate the circumstances surrounding this claim;
- 19.7 If Your Claim is rejected and You do not agree with the decision or You do not agree with the amount paid, You can, within 90 (ninety) days after We have rejected or settled Your Claim, discuss with us the reason for the rejection or settlement. To view our Claims Escalation process please visit www.rcs.co.za, alternatively You can call us on 0861 729 727. Where necessary, Your Claim will be reassessed as per our Insurance Appeal, Complaints and Escalation process. If after this period You still do not agree with Our reasons You have a further 180 (one hundred and eighty) days to institute legal action against us by way of the service of a summons. You may also follow the Complaints procedure as set out in Clause 25 hereof. If You do not do anything then You give us Your rights to any further Benefits in respect of this Claim and the matter will prescribe.

20. TYPE OF POLICY

You have a non-life personal lines policy

21. COMMISSIONS OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR

The Administrator will be earning commission of 20% and a binder fee of 9% of the total monthly premium payable to RCS Cards.

22. ADDITIONAL DISCLOSURE DETAILS

Details of the Administrator: 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.

In terms of its FSP license, RCS is authorized to provide Intermediary services for products under CATEGORY 1: Short Term Personal Lines

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: 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
RCS operates as a private company with limited liability. We perform services as an administrator under the Short Term Insurance Act 52 of 1998 entering into short term policies, maintaining, servicing and dealing with the policies on the insurer's behalf.
RCS has an association with Guardrisk Insurance Company Limited and confirm that we do not earn more than 30% of our total income from the insurer.
RCS does have Professional Indemnity cover as well as the necessary Agreements in place to act on behalf of Guardrisk, which is an Intermediary agreement as well as a Binder agreement with Guardrisk Insurance Company Limited, a cell captive insurer.
RCS has contractual relationships with other product suppliers. Please contact RCS in order to obtain a list of product suppliers.
RCS has a conflict of interest management policy in place and is available on our website www.rcs.co.za.

Details of the Insurer: Guardrisk Insurance Company Limited, Reg No. 1992/001639/06

Guardrisk Insurance Company Limited is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 75

Contact Details:

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

In terms of the FSP license, Guardrisk is authorised to give advice and render financial services for product CATEGORY I: Short-Term Insurance: Personal Lines, Short-term Insurance: Commercial Lines
Guardrisk Compliance Officer is available on tel: +27-11 660-1039 or via email: compliance@guardrisk.co.za.

Complaints Details:

Telephone: 0860 333 361
Email: complaints@guardrisk.co.za
Website: www.guardrisk.co.za
Guardrisk has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.
You can access the Guardrisk Conflict of Interest Management Policy at www.guardrisk.co.za

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23. OTHER MATTERS OF IMPORTANCE

You must be informed of any material changes in the detail provided about Your Administrator and Guardrisk.
If the information about the Administrator was given orally, it must be confirmed in writing within 31 days.
You may submit a complaint to the Registrar of Short Term Insurance or to one of the Ombud Schemes (details provided under Clause 25 below).
Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
You will always be provided with a reason or reasons for a Repudiation of a claim.
Guardrisk may not cancel Your insurance merely by informing the Administrator.
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.

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 don't have to be pressurised to buy any product.
- 24.6 Incorrect information or a material non-disclosure by You of relevant facts may influence an insurer on any claims arising from Your contract of insurance.
- 24.7 If any claim under this Policy is in any way misrepresented or any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any of the Events insured against are occasioned by your intentional act, or with your connivance, all benefits under this Policy will be forfeited and the Policy will be voidable at Our discretion. Appropriate action will be taken as deemed necessary by RCS.

25. COMPLAINTS PROCEDURE

Please first contact the Administrators (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

If any complaint to the Administrator is not resolved to Your satisfaction, You may then submit the complaint to the Insurer:

Guardrisk Insurance Company Limited: You can access our Complaints Resolution Policy at: www.guardrisk.co.za or email: complaints@guardrisk.co.za
Postal Address: P.O. Box 785015, Sandton, 2146
Tel: (011) 660 1000
E-mail: complaints@guardrisk.co.za

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

The Short Term Insurance Ombudsman – In the event of claims problems not being satisfactorily resolved as per the processes referred to in section 19.
Postal Address: PO Box 32334, Braamfontein, 2017
Tel: (011) 726 8900 Fax: (011) 726 5501
Sharecall: 0860 726 890
E-mail: info@osti.co.za
Website: www.osti.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 Services Conduct Authority – if any complaint to the Administrator 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@fsca.co.za
Website: www.fsca.co.za

26. TREATING CUSTOMERS FAIRLY

This product has been created to meet the requirements of our clients. We will at all times deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (TCF). 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:

- 26.1 You are confident that Your fair treatment is key to our culture.
- 26.2 Products and services are designed to meet Your needs.
- 26.3 We will communicate clearly, appropriately and on time during the lifespan of Your policy.
- 26.4 In the event of us providing advice, such advice is suitable to Your needs and circumstances.
- 26.5 Our products and services meet your standards and deliver what You expect.
- 26.6 There are no unreasonable barriers to access our services, or to lodge a claim or to lodge any complaints.

27. POLICY VARIATION

This policy, any section thereof, any term, condition, exclusion, or clause may be amended, varied or endorsed by the Insurer by giving 31 days' notice in writing (or such other period as may be mutually agreed upon) to You or Your appointed intermediary by post, fax or email to the last known contact details of You or Your appointed intermediary that the Insurer has on record.

Any such amendment or variation shall be evidenced by the Insurer issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to You or Your appointed intermediary. Should You not be prepared to accept the amendment, variation or change, You may elect to terminate the Policy, with effect from the expiry of the above 31 day period of notice provided that the Insurer is given not less than 14 days' written notice of termination."

28. PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

Your privacy is of utmost importance to the 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 the Insurer may be used for the following reasons:

- 28.1 to establish and verify your identity in terms of the Applicable Laws;
- 28.2 to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
- 28.3 to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- 28.4 reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Administrator/ Insurer in terms of this Policy is provided according to the Applicable Laws. Unless consented to by yourself, the Insurer will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify the Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Insurer has 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.