



# CUSTOMER PROTECTION INSURANCE POLICY

## STORE CARD ACCOUNTS

### INTRODUCTION

The RCS Customer Protection Insurance Policy (CPI) is administered by RCS Cards Proprietary Limited (RCS) and underwritten by Guardrisk Life Limited. The CPI Policy contains the following Terms, Conditions, Exclusions and Provisions. Whilst there are two types of credit life insurance cover available, mandatory and optional, it is a mandatory requirement of Your store card agreement with RCS to have credit life insurance in place. The RCS CPI policy offered by us meets the requirements of the National Credit Act, however you have the right to waive the RCS CPI and substitute it with a policy of Your own choice, which covers the same benefits and which policy must then be ceded to us with certain written directions as stated in the National Credit Act.

### INSURING CLAUSE

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

- the Insured Event happening within the Period of Insurance;
- the Event giving rise to a claim being covered in terms of the exclusions and/or terms and conditions of this policy;
- You providing Us with all the relevant documents that We may require;
- The claim being reported within the prescribed period.

### HOW DOES THE RCS CPI POLICY WORK?

For Your protection CPI cover is offered where:

- You have an approved Card with RCS; and
- You have a balance owing in terms of Your Card agreement with RCS.

You are not obligated to accept this CPI policy, but You will then be required to cede an alternate policy to RCS, which must have at least the same Benefits as this policy.

### WHEN WILL COVER START?

Cover will start on the Entry date.

### DEFINITIONS

- "Administrator" means RCS Cards (Pty) Ltd (Reg. no. 2000/017891/07)
- "Applicable Laws" means the Insurance Act 1 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 as amended 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.
- "Business Day" means any day excluding a Saturday, Sunday or public holiday.
- "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.
- "Claimant" means the person who submits a claim and completes the required claim form and submits the required documentation in order to assess the validity of the claim.
- "Claim Event" means the insured risks under this policy, being Death and/or Disability and/or Loss of Income of an Insured.
- "Credit Life Insurance" has the meaning assigned to it in the National Credit Act.
- "Entry Date" means the date that You enter into the credit agreement with RCS.
- "Exclusion" means that any claim arising from an exclusion will be invalid.
- "Insurer" means licensed long-term insurer, namely Guardrisk Life Limited, with Registration Number 1999/013922/06 and FSP No 76.
- "Medically Boarded" means the inability of an Insured to continue working for any form of income due to poor medical health that will continue and be irreversible, regardless of any treatment or medication, and will continue for the rest of the Insured's life.
- "National Credit Act" means the National Credit Act, 2005 (Act No 34 of 2005).
- "Outstanding Balance" means the balance still owing on the Card at the time of Your Death or Permanent Disability.
- "Period of Insurance" means every subsequent month after the Entry Date that RCS receives Your premium.
- "Personal Information" means personal information as defined in the Protection of Personal Information Act 4 of 2013.
- "Policy" means a long-term policy.
- "Policyholder" means "You" or "Your" as stated in the Card Agreement.
- "Pre-existing Medical Condition" means an illness or bodily injury sustained, or contracted by You which You have been aware of or received medical attention for or advice by a physician, or have suffered from symptoms for which You should have sought medical attention prior to the Entry Date of the policy
- "Premium" means the monthly premium payable (forming part of the monthly instalment on your account) to cover the risk of Benefits provided by this Credit Life Insurance.
- "Prescribe" means the legal termination of the period of time in which you can lodge a dispute in respect of a claim outcome.
- "Repudiate" in relation to a claim means any action by which the Insurer 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 under this Policy; and
  - in respect of a loss event or risk covered by this Policy, but the premium or premiums payable in respect of this Policy are not paid and "Repudiate" shall have a corresponding meaning, where the context allows.
- "Service Provider" means any person (whether or not that person is the agent of the Insurer) with whom an Insurer has an arrangement relating to the marketing, distribution, administration or provision of policies or related services.
- "Variation" means any act that results in a change to-
  - the premium;
  - any term;
  - any condition;
  - any policy benefit;
  - any exclusion; or
  - the duration of this policy, and "Vary" and "Varying" shall have corresponding meaning.
- "Waiting Period" means that where a Claim Event occurs within the Waiting period the claim will be invalid and no benefits will be payable.

### WHAT IS COVERED?

- Death
- Permanent Disability
- Temporary Total Disability
- Loss of Income

### INSURED EVENTS/BENEFITS PAYABLE

Payment of any Benefit will only be considered if You have complied with all the terms and conditions of this policy, and if You or Your representative have complied with all the requirements of the claims process as detailed below.

#### Death Benefit:

If You die from a cause not excluded, we will pay to RCS the Outstanding Balance, as at the date of death.

#### Temporary Total Disability (TTD):

If you receive an income and become temporarily, totally disabled from continuing to receive such an income as a result of illness/disease or bodily injury after the Entry Date, We will pay RCS the monthly instalments due by You in terms of the Card Agreement:

- for a period of 12 (twelve) months; or
- during the remaining repayment period of the credit agreement; or
- until You are no longer disabled, whichever is the shorter period.

For Pensioners, if You become temporarily, totally disabled as a result of illness/disease or bodily injury after the Entry Date, We will pay RCS the monthly instalments due by You in terms of the Card Agreement.

The benefit payable is subject to a maximum of 12 (twelve) instalments from the date of the event giving rise to the temporary total disablement claim.

#### When will we NOT pay for TTD?

- the abuse of alcohol, drugs or narcotics;
- self-inflicted injuries;
- active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations, (whether war be declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings, military power;
- the use of nuclear, biological or chemical weapons, or any radioactive contamination;
- Your active participation in the commission of any criminal activity that results in a Claim Event;
- participation in hazardous activities such as mountain climbing, bungee jumping and speed racing;
- any Pre-existing Medical Condition You were aware of that affected You in the 12 (twelve) months prior to the Entry Date under this Customer Protection Insurance Policy, provided that where a specific Pre-existing Medical Condition is disclosed by You, the condition may only be excluded if you are clearly informed of this exclusion.

#### Permanent Total Disability (TTD):

If You become permanently and totally disabled as a result of illness/disease or bodily injury after the Entry Date, We will settle the Outstanding Balance on your RCS account, as at the date You are declared to be permanently and totally disabled and medically boarded (You are medically unfit to carry out the duties of Your occupation and from receiving an income).

For pensioners, if you become permanently, totally disabled as a result of an illness/disease or bodily injury after the Entry Date, we will settle the Outstanding Balance on your RCS account as at the date You are declared to be permanently and totally disabled.

#### When will we NOT pay for PTD?

- the abuse of alcohol, drugs or narcotics;
- self-inflicted injuries;
- active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations, (whether war be declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings, military power;
- the use of nuclear, biological or chemical weapons, or any radioactive contamination;
- Your active participation in the commission of any criminal activity that results in a Claim Event;
- participation in hazardous activities such as mountain climbing, bungee jumping and speed racing;
- any Pre-existing Medical Condition You were aware of that affected You in the 12 (twelve) months prior to the Entry Date under this Customer Protection Insurance Policy, provided that where a specific Pre-existing Medical Condition is disclosed by You, the condition may only be excluded if you are clearly informed of this exclusion.

#### Loss of Income Benefit:

If You suffer a total loss of income, we will pay to RCS the monthly instalments due by You in terms of the Card Agreement:

- for a period of 12 (twelve) months; or
- during the remaining repayment period of the credit agreement; or
- until You are re-employed or are able to earn an income, whichever is the shorter period.

For the purpose of this policy "Loss of Income" means Your total loss of permanent, contract or temporary employment, or any other form of income that You have been receiving for at least 3 (three) months immediately prior to the Entry Date. The loss of income must be total in nature and does not include cover for loss of any supplementary income (that was not verified at application stage) or actual employment remains in force.

#### When will we NOT pay for Loss of Income?

- Retrenchment within the first three (3) months after the commencement date of cover under this policy;
- Lawful dismissal, including dismissal as a result of wilful misconduct that is a



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- violation of some established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct;
- Voluntary forfeiture of salary, wages, or other employment income;
- Voluntary retrenchment or termination of employment;
- Resignation;
- Retirement;
- Participation in an unprotected strike; and
- Retrenchment of which the Principal Insured was aware of received notice of during the three (3) months preceding the date on which cover under this policy commenced.

### VARIATION OF POLICY RATES, TERMS AND CONDITIONS

The Insurer will not change or Vary the terms and conditions during the first twelve (12) months from the Entry 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 Your benefit.

After the first twelve (12) months, the Insurer reserves the right to change or Vary the terms and conditions annually. Any Variations to the terms and conditions will be notified to You thirty-one (31) 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 You and can be applied only after written communication of these changes has been sent to Your last known address as it appears in our records at that time.

### COOLING-OFF RIGHTS

You have the right to cancel this policy within 31 days from the receipt of the terms and conditions or within 31 days from the date on which it is deemed that You received the terms and conditions or within 31 days of the Entry Date, provided 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.

If You elect to cancel, You must cede an alternate policy to RCS with the same minimum benefits as this policy offers failing which we reserve the right not to cancel this insurance.

### CANCELLATION PROCEDURE AND CONSEQUENCES

- You have the right to cancel this policy by giving us 31 days' notice of Cancellation, provided that You cede an alternate policy to RCS, which policy must have at least the same benefits as this policy.
- We may cancel this policy by giving You 31 days' written notice of cancellation.
- Either cancellation as stated in 11.1 and 11.2 above will not attract a refund of any premiums paid.
- 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.

### TERMINATION OF THE POLICY

This policy will terminate or end:

- On the day that the Card agreement with RCS ends;
- On Your Death or on the date of Your Permanent Total Disability;
- On the last day of the last month You paid Us a premium.

### NO SURRENDERS OR CESSIONS

This Policy may not be surrendered, ceded, assigned or transferred. This policy also acquires no surrender, loan or paid-up values.

### PREMIUM

- The premium is based on the current outstanding balance of your Card account. The premium is calculated at a rate of R4,50 per R1,000 outstanding balance;
- The premium must be paid to us on the 1st day of each month. If we do not receive Your premium, We will try to collect this premium on the first day of each subsequent month thereafter.
- We will try to collect this premium on the first day of each subsequent month thereafter.
- If the premium is still not paid after 3 consecutive months Your policy will automatically terminate with effect from the last day of the month for which a premium was paid. The policy may be reinstated at Our discretion and upon such terms as We impose having regard to any waiting period.
- 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.

### HOW TO CLAIM

When there is a Claim Event that is covered in terms of this policy, You or Your representative (in the event of death) must, at Your own cost:

- notify the Administrator in writing within 3 months of the date of the event giving rise to the claim;
- complete and send the claim form to the Administrator;
- supply full details of the Claim Event in writing and provide the Administrator with all the necessary documentation and proof that We require;
- submit copies of medical examinations and/or any other reasonable request the Administrator require in order to assess the claim.

If You do not meet these conditions within 6 months of the date of the event giving rise to a claim, the claim may be rejected and You will lose all Benefits in respect of the claim unless there are extenuating circumstances for the late submission of a claim and such extenuating circumstances are acceptable to the Insurer.

If Your claim is rejected and You do not agree with this decision or You do not agree with the amount paid, You can, within 90 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](http://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 days to institute legal action against Us by way of the service of summons. You may also follow the Complaints Procedure as set out in clause 20 hereof. If You do not do anything then You give up Your rights to any further Benefits in respect of this claim and the matter will prescribe.

### COMMISSIONS OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR

The Administrator will be earning commission of 3.25% and a binder fee of 9% of the total monthly premium payable to RCS Cards.

### 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 License No. 44481.

#### 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](http://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@rcs.co.za](mailto:claims@rcs.co.za)  
Key individual email address: [fais@rcs.co.za](mailto:fais@rcs.co.za)

RCS Compliance Officer is available on the above numbers or on the following email address:

[compliance@rcs.co.za](mailto:compliance@rcs.co.za)

- RCS operates as a private company with limited liability;
- RCS performs services as an intermediary under the Long-Term Insurance Act 52 of 1998 entering into life policies, maintaining, servicing and dealing with the policies on the Insurer's behalf;
- RCS is authorised, in terms of the FAIS Act, to render advice and intermediary services in respect of Category 1, Subcategory B1 relative to life insurance products.
- RCS accepts liability for all financial advice and or intermediary services provided by our representatives;
- 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;
- RCS does have Professional Indemnity cover as well as the necessary Agreement in place to act on behalf of Guardrisk;
- RCS earns a Binder fee of 9% and Commission of 3.25% of the premium payable;
- Legal and contractual relationship with the Insurer: Guardrisk and RCS Cards (Pty) Ltd have concluded a shareholder and subscription agreement that entitles RCS Cards (Pty) Ltd to place insurance business with Guardrisk. The shareholder and subscription agreement entitles RCS Cards (Pty) Ltd to share in the profits and losses generated by the insurance business. Guardrisk may distribute dividends, at the sole discretion of its Board of Directors, to RCS Cards (Pty) Ltd during the existence of the Policy.
- RCS has a Conflict-of-Interest Management policy in place and is available on our website [www.rcs.co.za](http://www.rcs.co.za)

#### 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 License no. 76.

#### 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](mailto:info@guardrisk.co.za)  
Web Address: [www.guardrisk.co.za](http://www.guardrisk.co.za)

- In terms of the FSP license, Guardrisk is authorized to give advice and render financial services for product CATEGORY I:  
Life-term Insurance: A, B1, B1-A, B2, B2-A, C
- Guardrisk Compliance Officer is available on tel: +27-11-669-1000 or via email: [compliance@guardrisk.co.za](mailto:compliance@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](http://www.guardrisk.co.za)

### 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 Financial Sector Conduct Authority or to one of the Ombud Schemes (details provided under Complaints Procedure 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 on Guardrisk to make sure the notice has been sent to You.
- You are entitled to a copy of the policy document free of charge.



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### WARNING

- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
- Try and keep all documents handed to You.
- Make a note as to what is said to You.
- You may not be pressurized to buy any product.
- 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.
- 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 and all premiums paid in terms of the Policy will be forfeited and the Policy will be voidable at Our discretion. Appropriate action will be taken as deemed necessary by RCS.

### 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](http://www.rcs.co.za) or email [complaints@rcs.co.za](mailto: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 Life Limited.

You can access our Complaints Resolution Policy at:

[www.guardrisk.co.za](http://www.guardrisk.co.za) or email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

Postal Address: P.O. Box 786015, Sandton, 2146

Tel: (011) 669 1000

E-mail: [complaints@guardrisk.co.za](mailto: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 National Financial Omb Scheme

For claims and service related matters

Physical Address:

6<sup>th</sup> Floor  
Claremont Central Building  
6 Vineyard Road  
Claremont  
7708

Tel: 0860-800-900

Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)

Website: [www.nfosa.co.za](http://www.nfosa.co.za)

#### The FAIS Ombud

For product/advice related matters

Postal Address:

P.O. Box 41  
Menlyn Park  
0063

Tel: (012) 762 5000

Share call: 0860 663 274

E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

#### Financial Sector Conduct Authority

For Market Conduct related matters

Postal Address:

P.O. Box 35655, Menlo Park,  
0102

Tel: (012) 428 8000

Fax: (012) 346 6941

Email: [info@fscsa.co.za](mailto:info@fscsa.co.za)

Website: [www.fscsa.co.za](http://www.fscsa.co.za)

#### Information Regulator

For complaints relating to the use of Personal Information

Postal Address:

P.O. Box 31533  
Braamfontein  
Johannesburg  
2017

Tel: +27-10-023-5200

Email:

[POPIAComplaints@infoeregulator.com](mailto:POPIAComplaints@infoeregulator.com)

### 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:

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

### PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

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:

to establish and verify Your identity in terms of the Applicable Laws;

to enable Us to fulfil Our obligations in terms of this Policy;

to enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and

reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

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:

Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;

Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;

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;

Credit Bureau's;

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

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 utilized 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.