

ACCIDENTAL DEATH INSURANCE POLICY

1. INTRODUCTION

Thank you for taking out the RCS Accidental Death Insurance (ADI) policy. The Administrator will be RCS Cards (Pty) Ltd (registration number 2000/017891/07).

The Policy is Underwritten by Guardrisk Life Limited. (Guardrisk)

The ADI Policy contains the following Terms, Conditions, Exceptions 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 on or before the specified due date, subject to:

- 2.1 the Insured Event happening within the Period of Insurance;
- 2.2 the exclusions, terms and conditions of the policy;
- 2.3 You providing Us with all the relevant documents that we may require.

3. HOW DO I GET A POLICY?

- 3.1 You qualify to take out an Accidental Death policy if RCS have offered this policy to you.
- 3.2 At the beginning of your Accidental Death policy (the Entry date of this policy) Your age shall not exceed 65 years.

4. WHEN WILL COVER START?

Cover will start on the Entry Date.

5. DEFINITIONS

- 5.1 "We / Us / Our" means the Insurer, Guardrisk Life Limited.
- 5.2 "Accident" means an unforeseen and unplanned event which results in death caused directly and independently of all other causes excluding death by natural causes.
- 5.3 "Policy Application" means the application by the insured for this insurance which forms an integral part of this policy.
- 5.4 "The Administrator" means RCS Cards (Pty) Ltd
- 5.5 "Insured Event" means Your Accidental Death
- 5.6 "Insured Person" means the Principal Insured as defined not younger than 18 years of age and not older than 75 years of age.
- 5.7 "The Capital Sum" is the benefit amount as stated in the policy schedule.
- 5.8 "Principal" means the person who agreed to the Accidental death policy.
- 5.9 "You/Your" means the Insured Person.
- 5.10 "Entry Date" means the day on which RCS receives your first monthly premium.

6. WHAT IS COVERED?

	Percentage of Capital Sum
6.1 Death due to an Accident where the insured is between 18 and 70 years of age.	100%
6.2 Death due to an Accident where the insured is between 70 and 75 years of age.	50%

7. WHEN WILL THIS POLICY NOT PAY (GENERAL EXCLUSIONS)?

We will not pay any benefit under this policy if the Accidental Death: is NOT due to an Accident.

- 7.2 is caused by or related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- 7.3 is caused by, due to or traceable to willful self-injury which will include suicide (whether sane or insane).
- 7.4 occurs while you are travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
- 7.5 is caused solely by an existing physical defect or other infirmity of Yours.
- 7.6 results from the influence of alcohol, drugs or narcotics unless administered or prescribed by and taken in accordance with the instructions of a member of the medical profession other than yourself;
- 7.7 is as a result of Your participation in any riot or civil commotion.
- 7.8 occurs while You are or as a result of You engaging in:
 - 7.8.1 racing of any kind involving the use of any power driven vehicle, vessel or craft.
 - 7.8.2 mountaineering necessitating the use of ropes, winter sports involving

snow or ice, horseback, steeple-chasing, professional football or hang-gliding.

8. AMENDMENT OF POLICY RATES, TERMS AND CONDITIONS

- 8.1 We may amend the rates, terms and conditions after giving You 30 days notice in writing.

9. CANCELLATION PROCEDURE AND CONSEQUENCES:

- 9.1 You have a 30 day cooling off period (from the Entry date) within which to cancel this policy (provided that no benefit has yet been paid or claimed or the event insured against has not yet occurred) by contacting the Administrator, in writing. In the event that You cancel this policy within this period, You will receive a refund of Your premiums. After this period, You have the right to cancel this policy by giving us 30 days notice of cancellation.
- 9.2 We may cancel this policy by giving You 30 days written notice of cancellation.

10. TERMINATION OF THE POLICY

- This policy will terminate or end:
- 10.1 When You reach the maximum expiry age (75).
 - 10.2 On the last day of the last month You paid Us a premium.

11. MISREPRESENTATION

We will not pay any benefit under this policy if the information you have supplied on your application form is incorrect, incomplete or you withhold any information that can affect Our assessment of the risk, in which case the premium received under the policy will be refunded.

12. PREMIUM PAYMENT

- 12.1 If you do not pay a premium on or before the due date as specified in your policy schedule the cover in respect of this policy shall terminate unless you can prove that the failure to make payment was an error on the part of the bank or a collection agent.
- 12.2 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. If the premium is still not paid after 3 months your policy will automatically terminate with effect from the last day of the month for which a premium was paid.

13. HOW TO CLAIM

When there is an Insured Event that is covered in terms of this policy, Your representative must as soon as possible and at their own cost:

- 13.1 notify the Administrator in writing (within 3 months) from the event date,
- 13.2 fill in and send the claim form to the Administrator,
- 13.3 supply full details of the event in writing and provide Us with all documentation and proof We require,
- 13.4 submit any medical examinations or comply with any reasonable request.
- 13.5 In the event of an Accidental Death claim, if required by Guardrisk, the Insured's representative shall consent to a post mortem examination of the insured by a Physician appointed by Guardrisk.
- 13.6 If You do not meet these conditions within 6 months of date of event, the claim may be rejected and You will lose all Benefits in respect of this claim.
- 13.7 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 180 days after We have rejected or settled Your claim, discuss with Us the reason for the rejection or settlement. 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. If You do not do anything then You give up Your rights to any further Benefits in respect of this claim.

14. FRAUD

If You or anyone acting on your behalf submit a fraudulent claim under this policy or use any fraudulent means or devices to falsely obtain any benefit under this policy, all benefits under this policy in respect of such claims shall be invalid.

15. JURISDICTION

Only the courts of the Republic of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this insurance policy.

The parties hereby consent to the jurisdiction of the Witwatersrand Local

Division of the High Court 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 insurance policy.

16. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, ceded, assigned or transferred.

17. FEE OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR:

The Administrator will be earning fees and commission of 20% of the total monthly premium payable to RCS Cards.

18. ADDITIONAL DISCLOSURE DETAILS:

18.1 **Contact details of the Administrator:** RCS Cards (Pty) Ltd (RCS).

18.2 RCS is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No 44481

18.3 Physical Address: Ground floor Liberty Grande Building, Cnr Voortrekker & Vanguard Drive, Goodwood, 7460

18.4 Postal Address: P.O. Box 111, Goodwood, 7459

18.5 Telephone Number: (021) 597 4000 or 0861 (SAY RCS) /0861 729 727
Fax Number: 0861 237 483

18.6 Compliance Officer: available on above numbers www.rcsgroup.co.za

18.7 RCS operates as a private company with limited liability. We perform 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 insurers behalf.

18.8 We have an association with Guardrisk Life Limited and confirm that we do not earn more than 30% of our total income from the insurer.

18.9 We do have Professional Indemnity cover.

18.10 We have the necessary agreement to act on behalf of Guardrisk

18.11 **Contact details of the Insurer:** Guardrisk Life Limited

Registration number: 1999/013922/06

Physical Address: Tower 2, 102 Rivonia Road, Sandton, 2196

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

Telephone Number: (011) 669-1000

Fax Number: (011) 669-1931

Web Address: www.guardrisk.co.za

18.12 Guardrisk's Compliance Officer: available on above numbers or at compliance@guardrisk.co.za.

Guardrisk is an authorised Financial Services Provider FSP no. 76

19. OTHER MATTERS OF IMPORTANCE:

19.1 You must be informed of any material changes in the detail provided about your Administrator and Guardrisk.

19.2 If the information about your Administrator was given orally; it must be confirmed in writing within 30 days.

19.3 If any complaint to the administrator or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Long Term Insurance.

19.4 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.

19.5 If premium is paid by debit order:

19.5.1 it may only be in favour of one person and may not be transferred without your approval; and

19.5.2 the insurer must inform you at least 30 days before the cancellation thereof in writing of its intention to cancel such debit order.

19.6. Guardrisk and not the Administrator must give reasons for repudiating your claim.

19.7 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.

19.8 You are entitled to a copy of the policy document free of charge.

20. WARNING:

20.1 Do not sign any blank or partially completed application form, complete all forms in ink.

20.2 Try and keep all documents handed to you.

20.3 Make a note as to what is said to you.

20.4 You don't have to be pressurised to buy the product.

20.5 Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

21. COMPLAINTS PROCEDURE:

21.1. Please first contact the Administrators (RCS) if you have any complaints or queries on 021 597 4000 or 0861 729 727 (SAY RCS) or email: claims@rcsgroup.co.za.

21.2. Only if any complaint to the Administrator or Insurer is not resolved to your satisfaction, may you then submit the complaint to the following regulators:

21.3 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

Share call: 0800 10 32 36

Fax: (021) 674-0951

E-mail: info@ombud.co.za

Website: www.ombud.co.za

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

PO Box 74571, Lynwood Ridge, 0040

Tel: (012) 762 5000

Fax: (012) 470 9080 or 0860 764 1422

E-mail: info@faisombud.co.za ,

Website: www.faisombud.co.za

21.5 Financial Services Board – 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

Fax: (012) 347-0221

Contact centre: 0800 110 4431 or 0800 20 20 87

Email: info@fsb.co.za

Website: www.fsb.co.za

22. DECLARATION BY THE INSURED:

By taking out this policy, you have applied for Accidental Death Insurance policy with Guardrisk Life Limited.

I understand, agree and where applicable, declare that:

22.1 All the information supplied or to be supplied in connection with this proposal, whether in my/our handwriting or not, is true and complete and forms the basis of the policy.

22.2 Accepting that I am thereby curtailing my right of privacy, but to facilitate the assessment of the risks, and the consideration of any claim for benefits, under a policy related to this or any other proposal for insurance made by me, or in respect of me as the insured,

22.3 I irrevocably authorise Guardrisk:

22.3.1 to obtain from any person, whom I hereby so authorise and request to give, any information which Guardrisk deems necessary, and

22.3.2 to share with other insurers that information and any information contained in this proposal or in any related policy or other document, either directly or through a data base operated by or for insurers as a group, at any time (even after my death) and in such detailed, abbreviated or coded form as may from time to time be decided by Guardrisk or by the operators of such data base.

22.4 The policy benefits will be paid to my nominated beneficiary who shall not be a minor. In the absence of a beneficiary nomination the policy benefits will be paid to my estate.