

# CUSTOMER PROTECTION INSURANCE POLICY FOR CARDS

## 1. INTRODUCTION

The RCS Customer Protection Insurance Policy (CPI) is administered by RCS Cards Proprietary Limited (RCS) and underwritten by Guardrisk Insurance Company Limited.

The CPI 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 that we may require;
- 2.4 The claim being reported within the prescribed period.

## 3. HOW DOES THE RCS CPI POLICY WORK?

For Your protection CPI cover is offered where:

- 3.1 You have an approved Card with RCS; and
- 3.2 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.

## 4. WHEN WILL COVER START?

Cover will start on the Entry date.

## 5. DEFINITIONS

- 5.1 "Outstanding Balance" means the balance still owing on the Card at the time of Your Death or Permanent Total Disability .
- 5.2 "Administrator" means RCS Cards (Pty) Ltd (Reg. no. 2000/017891/07)
- 5.3 "You" or "Your" means the Policyholder stated in the Card agreement.
- 5.4 "We/Us/Our" means the Insurer and Underwriter, Guardrisk Insurance Company Limited (Reg. no. 1992/001639/06)
- 5.5 "Entry Date" means the date that You enter into the agreement with RCS.
- 5.6 "Period of Insurance" means every subsequent month after the Entry Date that RCS receives Your premium.

## 6. WHAT IS COVERED?

- 6.1 Death
- 6.2 Temporary Total Disability
- 6.3 Permanent Total Disability
- 6.4 Loss of Income

## 7. 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.

### 7.1. Death Benefit:

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

### 7.2. Temporary Total Disability (TTD) Benefit:

- 7.2.1 If You receive an income, and become temporarily, totally disabled from continuing to receive such an income as a result of an illness/disease or bodily injury after the Entry Date, we will pay to RCS the monthly instalments due by you in terms of the Card agreement, for each month or part thereof that You are unable to receive an income.
- 7.2.2 For pensioners, if you become temporarily, totally disabled as a result of an illness/disease or bodily injury after the Entry Date, we will pay to RCS the monthly instalments due by you in terms of the Card agreement
- 7.2.3 The benefit payable is subject to a maximum of 12 months instalments from the date of the event giving rise to the temporary and total disablement claim.

### 7.2.4. When will this policy NOT pay for TTD?

- 7.2.4.1 If the date you were declared temporarily, totally disabled was prior to the Entry Date.
- 7.2.4.2 If You recover before the 12 months payments have been paid and You are unable to provide proof that You are still eligible for this benefit.
- 7.2.4.3 If as a result of this event You are, in Our opinion, declared to be Permanently Totally Disabled (or You pass away), at which time the Permanent Total Disability benefit (or death benefit) shall become payable
- 7.2.4.4 If You are unable to provide the required proof of your disability.
- 7.2.4.5 Also refer to General Exclusions under section 8.

### 7.3 Permanent Total Disability (PTD) Benefit:

- 7.3.1 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).
- 7.3.2 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.

### 7.3.3 When will this policy NOT pay for PTD?

- 7.3.3.1 If you were declared permanently and totally disabled prior to the Entry Date.
- 7.3.3.2 If you are unable to provide the required proof of your disability.
- 7.3.3.3 Also refer to General Exclusions under section 8.

## 7.4 Loss of Income Benefit:

- 7.4.1 If You suffer a loss of income, we will pay to RCS the monthly instalments that are due in terms of the Card agreement up to a maximum of 12 months instalments as at the date that You no longer receive an income. Any purchases made on your card after the date of the insured event will not be covered by this policy.
- 7.4.2 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 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) and whilst the main income remains in force.

### 7.4.3 When will this policy NOT pay for Loss of Income?

- 7.4.3.1 If the loss of income is within the first 3 months after the Entry Date.
- 7.4.3.2 If the loss of income is as a result of your participation in an unprotected strike.
- 7.4.3.3 If You resign or terminate Your contract/temporary employment with Your employer or choose to accept a voluntary retrenchment or termination of employment, or if You accept voluntary forfeiture of salary, wages or other income.
- 7.4.3.4 If You had reasonable grounds for believing that You might, or received notification that you may suffer a loss of income during the 3 months prior to the Entry Date.
- 7.4.3.5 If You, prior to the Entry Date of this policy, received one or more verbal or written reprimands or warnings which constituted part of the employer's disciplinary procedures and which leads to or results in Your dismissal or suspension.
- 7.4.3.6 If any action taken by You resulted in dismissal in terms of the employer's employment conditions.
- 7.4.3.7 If you go on normal or early retirement.
- 7.4.3.8 Also refer to General Exclusions under section 8.

## 8. GENERAL EXCLUSIONS

When will this policy not pay for any benefit across all sections?

- 8.1 We will not pay any Benefit under this policy if, within the first 12 months of this policy, Your death or disablement is as a result of, or is directly or indirectly traceable to, or as a consequence of, a (serious) medical condition, illness or disease that You knew about 12 months before the Entry Date – whether or not You declared this in the application/proposal form at the date of Entry.
- 8.2 We will not pay any Benefit under any section of this policy if the Insured Event is caused by, resultant from, traceable to or as a consequence of:
  - 8.2.1 wilful self-injury, which will include suicide;
  - 8.2.2 your participation in any criminal activities;
  - 8.2.3 your participation in hazardous activities such as mountain climbing, bungee jumping and speed racing;
  - 8.2.4 the abuse of alcohol, drugs or narcotics;
  - 8.2.5 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;
  - 8.2.6 the use of nuclear, biological or chemical weapons, or any radioactive containment.
- 8.3 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 the conditions of this policy, or where you are under debt review or been handed over for non-payment of your instalment, as in such instances no insurance premium will be charged and no insurance cover will be in place.
- 8.4 We do not cover any arrear instalments or any additional interest charges arising from the non-payment of Your instalments or if Your debt is restructured or when You apply for debt counselling.

## 9. AMENDMENT OF POLICY RATES, TERMS AND CONDITIONS

We may amend the rates, terms and conditions of this policy at any time after giving You 30 days' notice of such change in writing.

## 10. CANCELLATION PROCEDURE AND CONSEQUENCES

- 10.1 You have the right to cancel this policy by giving us 30 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.
- 10.2 We may cancel this policy by giving You 30 days' written notice of cancellation.
- 10.3 Either cancellation as stated in 10.1 and 10.2 above will not attract a refund of any premiums paid.

## 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 Your Death or on the date of Your Permanent Total Disability
- 11.3 On the last day of the last month You paid Us a premium.

## 12. 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.

## 13. PREMIUM

- 13.1 The premium payable is based on the current outstanding balance on the Card account. The premium is calculated at a rate per R1000 of the average utilisation of the credit limit in the billing cycle.
- 13.2 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.
- 13.3 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. The policy may be reinstated at Our discretion and upon such terms as we impose.

## 14. HOW TO CLAIM

- 14.1 When there is an Event that is covered in terms of this policy, You or Your representative (in the event of death) must, at Your own cost:
- 14.1.1 notify the Administrator in writing within 3 months of the date of the event giving rise to the claim;
- 14.1.2 complete and send the claim form to the Administrator;
- 14.1.3 supply full details of the event in writing and provide Us with all necessary documentation and proof that We require;
- 14.1.4 submit copies medical examinations and/or any other reasonable request we require in order to assess the claim.
- 14.2 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 this claim.
- 14.3 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. 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 19 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

## 15. COMMISSIONS 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.

## 16. ADDITIONAL DISCLOSURE DETAILS

- 16.1 **Details of the Administrator:** RCS Cards (Pty) Ltd, Reg No. 2000/017891/07
- 16.1.1 RCS is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 44481.

### 16.1.2 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@rcsgroup.co.za](mailto:claims@rcsgroup.co.za)

Key individual email address: [fais@rcsgroup.co.za](mailto:fais@rcsgroup.co.za)

- 16.1.3 RCS Compliance Officer is available on the above numbers or on the following email address: [compliance@rcsgroup.co.za](mailto:compliance@rcsgroup.co.za).
- 16.1.4 RCS operates as a private company with limited liability. We perform services as an administrator under the Short Term Insurance Act 58 of 1998 entering into short term policies, maintaining, servicing and dealing with the policies on the insurer's behalf.
- 16.1.5 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.
- 16.1.6 RCS does have Professional Indemnity cover as well as the necessary Agreement in place to act on behalf of Guardrisk.

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

- 16.2.1 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

### 16.2.2 Contact Details

Physical Address: 102 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 authorised to give advice and render financials services for product CATEGORY I:

Short-term Insurance: Personal Lines

Short-term Insurance: Commercial Lines

- 16.2.3 Guardrisk Compliance Officer is available on tel: +27-11-669-1039 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)

## 17. OTHER MATTERS OF IMPORTANCE

- 17.1 You must be informed of any material changes in the detail provided about Your Administrator and Guardrisk.
- 17.2 If the information about the Administrator was given orally, it must be confirmed in writing within 30 days.
- 17.3 If any complaint to the Administrator or Insurer is not resolved to Your satisfaction, You may submit the complaint to the Registrar of Short Term Insurance.
- 17.4 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.
- 17.5 Guardrisk and not the Administrator must give reasons for repudiating Your claim.
- 17.6 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.
- 17.7 You are entitled to a copy of the policy document free of charge.

## 18. WARNING

- 18.1 Do not sign any blank or partially completed application forms.
- 18.2 Complete all forms in ink.
- 18.3 Try and keep all documents handed to You.
- 18.4 Make a note as to what is said to You.
- 18.5 You may not be pressurised to buy any product.
- 18.6 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.
- 18.7 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 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.

## 19. COMPLAINTS PROCEDURE

- 19.1 Please first contact the Administrators (RCS) if You have any complaints or queries on (021) 597 4000 or 0861 SAY RCS / 0861 729 727.
- 19.2 If any complaint to the Administrator is not resolved to Your satisfaction, You may then submit the complaint to the Insurer:
- 19.2.1 Guardrisk Insurance Company Limited – In the event of complaints not being satisfactorily resolved. 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

Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

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

### 19.3.1 The Short Term Insurance Ombudsman – In the event of claims problems not being satisfactorily resolved.

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](mailto:info@osti.co.za)

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

### 19.3.2 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](mailto:info@faisombud.co.za)

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

### 19.3.3 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

Contact centre: 0800 110 443 / 0800 20 20 87

Fax: (012) 347 0221

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

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

## 20. 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:

- 20.1 You are confident that Your fair treatment is key to our culture.
- 20.2 Products and services are designed to meet Your needs.
- 20.3 We will communicate clearly, appropriately and on time during the lifespan of Your policy.
- 20.4 We provide advice which is suitable to Your needs and circumstances.
- 20.5 Our products and services meet your standards and deliver what You expect.
- 20.6 There are no unreasonable barriers to access our services, or to lodge a claim or to lodge any complaints.