

## Personal Accident Plan

### Policy & Disclosure Notice (collectively, the "**POLICY**")

1. **INSURER:** This Policy is underwritten by Centriq Life Insurance Company Limited (Reg No. 943/016409/06) ("**CENTRIQ**").
2. **TYPE OF POLICY:** Long-term insurance: Accidental Death and Permanent Disability benefit.
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 Personal Accident Plan cover has been successful and that the Insured has consented to taking out the insurance cover;
  - 4.2. **ACCIDENT:** means an external, violent, unexpected and visible unforeseen and unplanned event;
  - 4.3. **ACCIDENTAL DEATH:** means death arising from an Accident;
  - 4.4. **CLAIM EVENT:** means the risk insured, being the Accidental Death of, or Permanent Disability of the Insured following physical bodily injury caused by an Accident;
  - 4.5. **CLAIMANT:** means the person making a claim in relation to this policy;
  - 4.6. **COMMENCEMENT DATE:** means the date when this Policy commences and is effective, being the date on which the 1st premium is received by the Insurer;
  - 4.7. **INSURED:** means You, the adult, South African citizen or permanent resident, who is over the age of 18 (eighteen) years but have not yet, and will not reach the age of 65 (sixty-five) 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;
  - 4.8. **NOMINATED BENEFICIARY:** means the person nominated by the Insured to receive the benefit of this policy;
  - 4.9. **PERMANENT DISABILITY:** means any of the following conditions, or combination, caused by an Accident:
    - i) loss by physical separation at or above the wrist or ankle of one or more limbs;
    - ii) permanent or total loss of whole eye;
    - iii) permanent and total loss of sight of eye;
    - iv) permanent and total loss of eye except perception of light;
    - v) permanent or total loss of hearing in both ears;
    - vi) permanent injuries to the Insured who is gainfully employed at the time of the accident, resulting in permanent total disability from following usual occupation and any other equivalent occupation for which the Insured is fitted by education, knowledge, age or training;

vii) Permanently unable to live without assistance or a full time carer

**4.10. RCS:** means the Intermediary as set out in clause 3 above;

**4.11. WAITING PERIOD:** There is no waiting period for the Accidental Death and Permanent Disability benefits under this Policy as the Claim events are as a result of an Accident.

## **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 Centriq and subject to the terms of this Policy, on the occurrence of the Claim Event, Centriq will pay the benefits of this policy to the Insured or nominated beneficiary or deceased estate if no beneficiary has been nominated.

## **6. BENEFITS PAYABLE:**

### **6.1 Accidental Death benefit**

**6.1.1** In the event of the Insured's Accidental Death and subject to the terms and conditions of this Policy, Centriq will pay the sum of **R 75 000.00** (seventy-five thousand Rand) to the Nominated beneficiary of the Insured.

### **6.2 Permanent Disability benefit**

**6.2.1** On the Permanent Disability of the Insured as a result of an Accident, and subject to the terms and conditions of this policy, Centriq will pay the capital sum of **R40 000. (forty thousand Rand)** to the Insured

**6.2.2** The Permanent Disability benefit for the Insured shall only be payable once during the term of this Policy. On the date that a claim for the Permanent Disability benefit for the Insured is accepted by Centriq there will be no further Permanent Disability cover for the Insured and the premium will not reduce. The Accidental Death benefit, will however, continue until the Principal Insured dies or reaches the age of 65 – whichever of these events occurs first, subject to the conditions of this Policy, including the exclusions and cessation of cover provisions

## **7. GENERAL EXCLUSIONS:**

**7.1** Centriq 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** suicide or attempted suicide;

**7.1.2** the accident taking place outside the Republic of South Africa;

**7.1.3** the Insured driving or riding in any kind of race;

**7.1.4** the insured having a pre-existing physical defect, illness or permanent disability. This exclusion shall only apply to the Permanent Disability benefit;

**7.1.5** war, invasion, act by a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;

**7.1.6** the Insured's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured's own criminal act;

**7.1.7** wilful self-injury or where the Insured is affected temporarily or otherwise, by alcohol, narcotics or drugs, unless the latter is administered by or prescribed by or taken in accordance with the

- instructions of a registered medical practitioner (other than herself/himself where the Insured is such a registered medical practitioner);
- 7.1.8 the Insured travelling by air other than as a passenger (i.e. pilots and crew not covered);
  - 7.1.9 the Insured's participation in any riot, civil commotion or terrorism;
  - 7.1.10 mountaineering necessitating use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, hand-gliding;
  - 7.1.11 the Insured participating in professional sports.

## **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 Centriq on her/his behalf in the amount as specified.
- 8.2** If the premium is paid by means of a debit order, the following provisions apply:
  - 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 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 in line with CPI (inflation), and the Insured will be notified of any premium increases.
- 8.4** We must receive your full premium on the first of every month. If the premium is still not paid after 2 months, 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. The policy may be reinstated at our discretion and upon such terms as we impose. 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 his premiums in a timeous manner.
- 8.6** During the grace period, we will provide the benefits payable. The benefits payable will be reduced by any outstanding premiums 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:

- 9.2.1 the premium is for whatsoever reason not received by RCS within the period provided for in clause 8.4.

**9.3** The policy shall also automatically end at midnight on the day that:

- 9.3.1 The Insured dies;
- 9.3.2 The Insured reaches the age of 65 years,

whichever of the aforementioned events occur first.

**9.4** Centriq 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 Personal Accident 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.

**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 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 rejected and the claimant does not agree with this decision or with the amount paid, the claimant can, within 90 (ninety) days after RCS has rejected or settled the claim, discuss with RCS the reason for the rejection or settlement. If after this period the claimant still does not agree with RCS's reasons, the claimant has a further 180 (one hundred and eighty) days to institute legal action against RCS 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 Fully completed and signed RCS claim form;

- 10.4.2 Certified copy of the deceased's death certificate;
- 10.4.3 Certified copy of the deceased's identity document not older than 3 months
- 10.4.4 DHA 1663 form A document (prepared by the attending medical practitioner);
- 10.4.5 A certified affidavit and or copy of the Accident Report (AR) is required;
- 10.4.6 Certified copy of the beneficiary's identity document;
- 10.4.7 A sworn affidavit from the claimant, in which the claimant who is not the nominated beneficiary clearly states why he/she is the correct claimant;
- 10.4.8 If the deceased was not married and a child or parent is not the claimant: a sworn affidavit explaining why the child or parent is not claiming;
- 10.4.9 If the deceased was married and the spouse is not the claimant: a sworn affidavit explaining why the spouse is not the claimant;
- 10.4.10 If the surname of the claimant is different to that of the deceased: a sworn affidavit explaining why there are different surnames;
- 10.4.11 If the claim is only submitted after the aforementioned 3 (three) months, an affidavit which explains the reason for the delay and which supports the claim documentation will be required;
- 10.4.12 Certified copy of the beneficiary's/claimant's bank statement (not older than 3 months), or any additional details that may be required.
- 10.4.13 In the event of Permanent Disability, a certified copy of the completed and signed medical certificate. This must be completed by a Doctor that diagnosed or treated the Permanent Disability and who is a validly registered medical doctor (with a practice number), in terms of the South African Health Professions Council

**10.7** If required by Centriq, the claimant shall provide Centriq with the Insured's post-mortem report and the Police Report in cases of death. .

**10.8** Notification of all claims that are submitted to RCS under this insurance shall be made to Centriq by RCS, on behalf of the Insured or beneficiary/claimant. A claim shall not be payable by Centriq, if the conditions set out in this clause are not complied with.

## **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 Centriq'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 Centriq hereunder.

## **14 CANCELLATION:**

- 14.1** This Policy can be cancelled by the Insured within 31 (thirty) 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) day cooling off period, the Insured will receive a refund of her/his paid premiums.
- 14.2** After this 31 (thirty) day cooling off period, this Policy may be cancelled by the Insured giving 31 (thirty) days' notice in writing to RCS or it may be cancelled by Centriq 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 AMENDMENTS:**

- 15.1** Centriq reserves the right to amend, add or change the terms and conditions of this Policy by giving RCS 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 amendment.
- 15.2** RCS must inform the Insured of any material amendment of the terms and conditions.
- 15.3** Any variations and/or changes will be binding on Centriq, 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.
- 16.2** In addition, in the event of misrepresentation or non-disclosure by or on behalf of the Insured of any particular material to the assessment of the risk, 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 Centriq may grant or show to the Insured, shall in any way prejudice RCS or Centriq, or preclude RCS or Centriq, from exercising any of their rights in the future.

**19 COMMISSION OR OTHER REMUNERATION PAYABLE TO THE INTERMEDIARY:**

19.1 Commission of 3.5% and a binder fee of 9of 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 Centriq.

**21 DISCLOSURE DETAILS – PLEASE READ CAREFULLY**

**21.1 Details of the Binder-holder Intermediary: 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:	<a href="http://www.rcs.co.za">www.rcs.co.za</a>

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:	<a href="mailto:fais@rcsgroup.co.za">fais@rcsgroup.co.za</a>

RCS Compliance Officer is available on the above numbers or on the following email address:  
[compliance@rcsgroup.co.za](mailto:compliance@rcsgroup.co.za).

21.1.2 RCS operates as a private company with limited liability.

21.1.3 RCS performs 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 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 Centriq Life Insurance Company 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 Centriq.

## **21.2 Details of the Insurer: Centriq Life Insurance Company Limited, Reg No. 943/016409/06**

- 21.2.1 Centriq Life Insurance Company Limited is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 7370. The below information is the relevant contact details for Centriq:

### Contact Details

Physical Address:	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Postal Address:	P.O. Box 55647, Northlands, 2116
Telephone Number:	(011) 268 6490
Email Address:	info@centriq.co.za
Web Address:	<a href="http://www.centriq.co.za">www.centriq.co.za</a>

Centriq's Compliance Officer is available via email: [compliance@centriq.co.za](mailto:compliance@centriq.co.za)

- 21.2.2 Centriq has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.
- 21.2.3 You can access the Centriq's Conflict of Interest Management Policy at [www.centriq.co.za](http://www.centriq.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 Centriq.
- 22.2 If the information about the Intermediary was given orally, it must be confirmed in writing within 30 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 A 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
- 22.5 Centriq and not the Intermediary must give reasons for repudiating Your claim
- 22.6 Centriq may not cancel Your insurance merely by informing the Intermediary. There is an obligation to make sure the notice has been sent to You.
- 22.7 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.

24.2 If any complaint to RCS is not resolved to Your satisfaction, You may then submit the complaint to the Insurer, at:  
Centriq Life Insurance Company Limited – In the event of complaints not being satisfactorily resolved:

Postal Address: P.O. Box 55674, Northlands, 2116  
Tel: (011) 268 6490  
Email: [complaints@centriq.co.za](mailto:complaints@centriq.co.za)

24.3 You can access our Complaints Resolution Policy at: [www.centriq.co.za](http://www.centriq.co.za) or email: [complaints@centriq.co.za](mailto:complaints@centriq.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  
E-mail: [info@ombud.co.za](mailto:info@ombud.co.za)  
Website: [www.ombud.co.za](http://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](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

Financial Services 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@fsca.co.za](mailto:info@fsca.co.za)  
Website: [www.fsca.co.za](http://www.fsca.co.za)

## 25 TREATING CUSTOMERS FAIRLY

- 25.1** This product has been created to meet the requirements of our clients. RCS endeavours to at all time deliver on customer service and customer expectations by enforcing the principles of Treating Customers Fairly (“TCF”).
- 25.2** 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:
- 25.2.1 You are confident that Your fair treatment is key to our culture.
  - 25.2.2 Products and services are designed to meet Your needs
  - 25.2.3 To communicate clearly, appropriately and on time during the lifespan of Your policy
  - 25.2.4 To provide advice which is suitable to Your needs and circumstances.
  - 25.2.5 Our products and services meet your standards and deliver what You expect
  - 25.2.6 There are no unreasonable barriers to access our services, or to lodge a claim or complaint

## **26 EXTENT AND NATURE OF PREMIUM OBLIGATIONS**

- 26.1** 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 schedules.
- 26.2** Financial Services Providers are authorised to accept premium payment on behalf of Product Suppliers and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider.

## **27 USE OF YOUR PERSONAL INFORMATION**

- 27.1** When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not limited to, the Protection of Personal Information Act, 2013 (“POPI”). RCS will take all reasonable steps to protect your personal information.
- 27.2** You authorise us to:
- 27.2.1 Process your personal information to;
  - 27.2.2 Communicate information to you that you ask us for;
  - 27.2.3 Provide you with insurance services
  - 27.2.4 Verify the information you have given us against any source or database
  - 27.2.5 Compile non-personal statistical information about you.
- 27.3** Transmit your personal information to any third party service provider that RCS may appoint to perform functions relating to your policy on our behalf.
- 27.4** You acknowledge that this consent clause will remain in force even if your policy is cancelled or in the event that the policy lapses

## **28 WAIVER OF RIGHTS**

- 28.1** 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.

## **29 CONFLICT OF INTEREST**

- 29.1** 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.
- 29.2** 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 Services Conduct Authority. A conflict of interest management policy is available to clients upon request.

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