

## Customer Protection Insurance Policy – Credit Account

### 1. INTRODUCTION

The FeverTree Customer Protection Insurance Policy (CPI) is administered by FeverTree Finance Proprietary Limited (FeverTree) and underwritten by Guardrisk Life Limited, a licensed life insurer and authorised financial services provider (FSP76). The CPI Policy contains the following Terms, Conditions, Exclusions and Provisions.

There are two types of credit life insurance, mandatory credit life insurance and optional credit life insurance. The FeverTree Customer Protection Policy is a mandatory credit life insurance policy which means that it is a requirement or condition of your credit agreement to have credit life insurance.

### 2. INSURING CLAUSE

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

- 2.1 the Claim Event happening within the Period of Insurance;
- 2.2 the Claim 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 FEVERTREE CPI POLICY WORK?

For Your protection CPI cover is offered where:

- 3.1 You have an approved Credit Account with FeverTree; and
- 3.2 You have a balance owing in terms of Your Credit Account agreement with FeverTree. You are not obligated to accept this CPI Policy, but you will then be required to cede an alternate policy to FeverTree, which must have at least the same Benefits as this Policy acceptable to the Insurer.

### 4 WHEN WILL COVER START?

Cover will start on the Entry date.

### 5 DEFINITIONS

- 5.1 “**Administrator**” means FeverTree Finance (Pty) Ltd (Reg. no. 1998/023910/07 and FSP no. 44281).
- 5.2 “**Applicable Laws**” means the Insurance Act 18 of 2017 and/or the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017 and the Protection of Personal Information Act 4 of 2013, and any Protection of Personal Information Act 4 of 2013 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.
- 5.3 “**Benefit**” means the amount payable to FeverTree on Your Death, or Disability or Retrenchment provided the Claim is valid.
- 5.4 “**Business Day**” means any day excluding a Saturday, Sunday or a public holiday.
- 5.5 “**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.

- 5.6 **“Claimant”** means the person who submits a Claim and submits a signed claim form together with the required supporting documentation to the Administrator.
- 5.7 **“Claim Event”** means the insured risks under this Policy, being Death and/or Disability and/or Loss of Income/Retrenchment of the Insured.
- 5.8 **“Claim Event Date”** the date on which the Claim Event occurs, giving rise to a Claim.
- 5.9 **“Credit Life Insurance”** has the meaning assigned to it in the National Credit Act.
- 5.10 **“Entry Date”** means the date that You enter into this policy.
- 5.11 **“Day”** means a 24 (twenty-four) hour period. “Days” shall have a corresponding meaning where the context so allows.
- 5.12 **“Disability”** means the Temporary Total Disability and/or Permanent Total Disability.
- 5.13 **“Exclusion”** means the losses or risk events not covered under this Policy. Should a Claim Event arise from such exclusion(s), no Benefit will be payable.
- 5.14 **“Grace Period”** means a period of 31 (thirty-one) Days after the Premium payment date where cover and Benefits are still in force, but the Policy is in arrears. If any Claim Event occurs during the Grace Period that results in a valid Claim, the unpaid Premium(s) will be deducted from any Benefit payable. Failure to pay the Premium within this period will lead to the Policy lapsing. Upon lapsing, no Benefits will remain in force and no cover will be provided. The Grace Period does not apply to the payment of the first Premium in terms of this Policy.
- 5.15 **“Insured”** means the person who has successfully entered into a Credit Agreement. For the purposes of this Policy, Insured shall also mean the person covered under this Policy and for whom a Premium is paid for. “You” shall have a corresponding meaning where the context so allows.
- 5.16 **“Insurer”** means the insurance company that underwrites this insurance, namely Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider and an insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017. See the disclosure notice for details.
- 5.17 **“Monthly Instalment”** mean the monthly loan instalment due in terms of the Credit Agreement. In case of a Temporary Total Disability or Loss of Income/Retrenchment Benefit Claims, this amount is payable by the Insurer to the Credit Provider.
- 5.18 **“Medically Boarded”** means the inability of an Insured to continue working for any form of an income due to poor medical health that will continue and is irreversible, regardless of any treatment or medication, and will continue for the rest of the Insured’s life.
- 5.19 **“National Credit Act”** means the National Credit Act, 2005 (Act No 34 of 2005).
- 5.20 **“Outstanding Balance”** means the balance still owing on the Credit Account at the time of Your Death or Permanent Total Disability.
- 5.21 **“Period of Insurance”** means every subsequent month after the Entry Date that FeverTree receives Your premium.
- 5.22 **“Personal Information”** means personal information as defined in the Protection of Personal Information Act 4 of 2013.
- 5.23 **“Policy”** means this Policy, the terms and conditions, and any endorsements thereto.
- 5.24 **“Policyholder”** means “You” or “Your” as stated in the credit agreement. “Insured” shall have a corresponding meaning where the context so allows.
- 5.25 **“Pre-existing Medical Condition”** means any condition that you were aware of, or should have been aware of, that you have consulted a Medical Practitioner for, or that you have received

medical treatment for in the 12 (twelve) months preceding the Commencement Date that results in a Claim Event after the Commencement Date.

- 5.26 **“Premium”** means the monthly premium payable in advance (forming part of the Monthly Instalment on your account) to cover the risk of Benefits provided by this Policy.
- 5.27 **“Prescribe”** means the legal termination of the period of time in which you can lodge a dispute in respect of a Claim outcome.
- 5.28 **“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-
- 5.28.1 in respect of a loss event or risk not covered under this Policy; and
- 5.28.2 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
- 5.28.3 in respect of an Exclusion and “Repudiation” shall have a corresponding meaning where the context so allows.
- 5.29 **“Retrenchment”** means being retrenched or made redundant by an employer during the term of employment due to new technology, re-organisation by the employer, liquidation of the employer or staff reductions as contemplated under the Labour Relations Act, no 66 of 1995 (as amended).
- 5.30 **“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.
- 5.31 **“Variation”** means any act that results in a change to-
- 5.31.1 the Premium;
- 5.31.2 any term;
- 5.31.3 any condition;
- 5.31.4 any Policy Benefit;
- 5.31.5 any Exclusion; or
- 5.31.6 the duration of this Policy, and “Vary” and “Varying” shall have a corresponding meaning where the context so allows.
- 5.32 **“Waiting Period”** means a period during which a Policyholder is not entitled to Policy Benefits for a Claim Event arising and will remain invalid even after the expiry of the waiting period.

## **6 WHAT IS COVERED?**

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

## **7 CLAIM 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 FeverTree the Outstanding Balance, as at the date of death.

FeverTree Finance (Pty) Ltd, an Authorised Financial Services Provider (FSP44281) and Registered Credit Provider (NCRCP19967).  
FeverTree Finance Credit Life Insurance is underwritten by Guardrisk Life Limited, a licensed life insurer and authorised financial services provider (FSP76).

## **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 FeverTree the Monthly Instalments due by you in terms of the Credit Account 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 FeverTree the Monthly Instalments due by you in terms of the Credit Account agreement.
- 7.2.3 For the purposes of this Policy, temporary total disability means medically certified temporary disability as a result of illness, injury or disease, which prevents the Insured from earning his/her normal income for a period in excess of 31 (thirty-one) consecutive Days.
- 7.2.4 The Benefit payable is subject to a maximum of 12 (twelve) months instalments from the date of the Claim Event giving rise to the temporary and total disablement claim.

### **7.2.5 When will this Policy NOT pay for TTD?**

- 7.2.5.1 If the date you were declared temporarily, totally disabled was prior to the Entry Date.
- 7.2.5.2 If You refuse medical treatment or You refuse to follow medical treatment prescribed by a registered medical practitioner where such treatment will improve the temporary disability sufficient enough to allow the continuation to receive an income.
- 7.2.5.3 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.
- 7.2.5.4 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.
- 7.2.5.5 If You are unable to provide the required proof of your disability.
- 7.2.5.6 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 FeverTree 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 FeverTree account as at the date You are declared to be permanently and totally disabled.
  - 7.3.3 For the purposes of this Policy, permanent total disability means incapacity which prevents the Insured from following their own, or any similar occupation for which the Insured is, or could reasonably be expected to be qualified for by virtue of his/her knowledge, training, education, ability, experience and age. The Insured shall also be deemed to have suffered permanent total disability upon the total and permanent loss of or use of both hands; or both feet; or both eyes.
- ### **7.3.4 When will this Policy NOT pay for PTD?**
- 7.3.4.1 If you were declared permanently and totally disabled prior to the Entry Date.

- 7.3.4.2 If You refuse medical treatment or You refuse to follow medical treatment prescribed by a registered medical practitioner where such treatment will improve the disability sufficient enough to allow the continuation to receive an income.
- 7.3.4.3 If you are unable to provide suitable proof of your disability.
- 7.3.4.4 Also refer to General Exclusions under section 8.

#### **7.4 Loss of Income/Retrenchment Benefit:**

- 7.4.1 If You suffer a Loss of income/Retrenchment, we will pay to FeverTree the Monthly Instalments that are due in terms of the Credit Account agreement up to a maximum of 12 (twelve) months instalments as at the date that You no longer receive an income.
- 7.4.2 For the purpose of this Policy “Loss of Income” or “Retrenchment” means becoming unemployed or the total inability to earn an income as a result of any action that is beyond the Insured’s control and receiving no remuneration from any occupation. conditions, the introduction of new technology or the reorganization of the business by the employer in accordance with the Labour Relations Act 66 of 1995. The Loss of Income shall not include the voluntary termination of a contract, or any willful steps, actions or decisions by the Insured that leads to the Insured not earning an income. The Benefit will not relate to the loss of any supplementary income whilst the main income remains in full force, nor a temporary loss of the main income while employment remains in force.
- 7.4.3 When will this policy NOT pay for Loss of Income / Retrenchment?**
  - 7.4.3.1 If the Loss of Income/Retrenchment is within the first 3 (three) months after the Entry Date.
  - 7.4.3.2 If the Loss of Income/Retrenchment is as a result of your participation in an unprotected strike.
  - 7.4.3.3 If You resign, or choose to accept a voluntary retrenchment or termination of employment (including to enter into a mutual separation agreement), or if You accept voluntary forfeiture of salary, wages or other income in any way.
  - 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/Retrenchment during the 3 (three) months prior to the Entry Date (even if the notification date only becomes permanent after the Entry Date).
  - 7.4.3.5 If you are lawfully dismissed, including dismissal as a result of wilful misconduct that is a violation of some established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct.
  - 7.4.3.6 If you go on normal or early retirement.
  - 7.4.3.7 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 medical condition, illness or disease that You knew about 12 months before the Entry Date and where such condition is disclosed at the date of application and we informed you that such condition will be excluded.
- 8.2 We will not pay any Benefit under any section of this Policy if the Claim Event is caused by, resultant from, traceable to or as a consequence of:
  - 8.2.1 Wilful self-injury, which will include suicide during the first 12 months from the Entry Date;

- 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.
- 8.5 We do not cover any purchases made or cash advances on your card after the date of the Claim Event arising.

## **9 VARIATION OF POLICY RATES, TERMS AND CONDITIONS**

The Insurer reserves the right to Vary, add or change the terms and conditions of this Policy and or premiums after the first 12 (twelve) months from the Commencement Date by giving 31 (thirty-one) Days written notice of its intention to do so to the Insured. Any Variations and or changes will be binding on both the Insurer and the Insured and can be applied only after written communication of these changes has been sent to the Insured's last known address as it appears in our records at that time.

## **10 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 received the terms and conditions, provided no Benefit has been claimed or paid or a Claim Event 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 FeverTree with the same minimum benefits as this Policy failing which we reserve the right not to cancel this Policy.

## **11 CANCELLATION PROCEDURE AND CONSEQUENCES**

- 11.1 You have the right to cancel this Policy by giving us 31 (thirty-one) Days' notice of Cancellation, provided that You cede an alternate policy to FeverTree, which policy must have at least the same benefits as this Policy.
- 11.2 We may cancel this Policy by giving You 31 (thirty-one) Days' written notice of cancellation for whatsoever reason.
- 11.3 We 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.
- 11.4 Either cancellation as stated in 11.1, 11.2 and 11.3 above will not attract a refund of any Premiums paid.

## **12 TERMINATION OF THE POLICY**

This Policy will terminate or end:

- 12.1 On the Day that the Credit Account agreement with FeverTree ends and is not re-termed;
- 12.2 On Your Death or on the date of Your Permanent Total Disability;
- 12.3 On the last Day of the last month You paid Us a Premium.

## **13 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.

## **14 PREMIUM**

- 14.1 The monthly Premium payable in advance is based on the current outstanding balance on the Credit Account. The Premium is calculated at a rate of R4.50 per R1000 of the average utilisation of the credit limit in the billing cycle.
- 14.2 The Premium must be paid to us on the pay date you specified during your application process. If we do not receive Your Premium, We will continue to try and collect this Premium and each subsequent premium for 3 months.
- 14.3 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. If the Policy is reinstated within 2 months, no new waiting period will apply. If the Policy is reinstated after 2 months, the Waiting Periods will apply in full.

## **15 HOW TO CLAIM**

- 15.1 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:
  - 15.1.1 Notify the Administrator in writing within 3 (three) months of the date of the Claim Event giving rise to the Claim;
  - 15.1.2 Complete and send the claim form to the Administrator;
  - 15.1.3 Supply full details of the Claim Event in writing and provide the Administrator with all the necessary supporting documentation and proof that We require;
  - 15.1.4 Submit copies of medical examinations and/or any other reasonable request the Administrator require in order to assess the Claim.
- 15.2 If You do not meet these conditions within 6 (six) months of the date of the Claim Event giving rise to a Claim, the Claim may be rejected, and You will lose all Benefits in respect of this Claim unless there are extenuating circumstances for the late submission of a Claim and such extenuating circumstances are acceptable to the Insurer.
- 15.3 If Your Claim is Repudiated and You do not agree with this decision or You do not agree with the amount paid, You can, within 90 (ninety) Days after We have Repudiated or settled Your Claim, make representation to Us for the Claim to be reviewed. To view our Claims Escalation process, please visit [www.fevertreefinance.co.za](http://www.fevertreefinance.co.za), alternatively you can call us on 0861 007 709. Where necessary, your Claim will be reassessed, as per our Insurance Appeal, Complaints and Escalation Process. Representation may also be made directly to the Insurer on [info@guardrisk.co.za](mailto:info@guardrisk.co.za) or on [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za) or by contacting 0860 333 361. If after this period, You still do not agree with Our reasons You have a further 180 (one hundred eighty) Days to institute legal action

against the Insurer 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.

## **16 COMMISSIONS OR OTHER REMUNERATION PAYABLE TO THE ADMINISTRATOR**

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

## **17 PROCESSING AND PROTECTION OF PERSONAL INFORMATION**

17.1 Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, 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.

17.2 You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

17.3 You accept that your Personal Information collected by Us may be used for the following reasons:

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

17.3.2 to enable Us to fulfil our obligations in terms of this Policy;

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

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

17.4 Unless consented to by yourself, we 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 Us from any claims resulting from disclosures made with your consent.

17.5 You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk or with the Information Regulator once established.

## **18 ADDITIONAL DISCLOSURE DETAILS**

### **18.1 Details of the Administrator:**

FeverTree Finance (Pty) Ltd (Reg. no. 1998/023910/07 and FSP no. 44281)

18.1.1 FeverTree is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 44281.

### **18.1.2 Contact Details**

Physical Address: 5th Floor Oasim North Building, Havelock Street, Central, Port Elizabeth, 6001

Postal Address: 5th Floor Oasim North Building, Havelock Street, Central, Port Elizabeth, 6001

Telephone Number: 087 2100 336

Web Address: [www.fevertreefinance.co.za](http://www.fevertreefinance.co.za)

Claims department contact details:

Postal Address: 5th Floor Oasim North Building, Havelock Street, Central, Port Elizabeth, 6001

Tel: 087 2100 336

Email Address: [claims@fevertreefinance.co.za](mailto:claims@fevertreefinance.co.za)

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



- 18.1.3 FeverTree Compliance Officer is available on the above numbers or on the following email address: [compliance@fevertreefinance.co.za](mailto:compliance@fevertreefinance.co.za)
- 18.1.4 FeverTree operates as a private company with limited liability. We perform services as an administrator under the Long-term Insurance Act, No. 52 of 1998 entering into life policies, maintaining, servicing and dealing with the policies on the insurer's behalf.
- 18.1.5 Legal and Contractual Relationship with the Insurer: Guardrisk and FeverTree have concluded a shareholder and subscription agreement that entitles FeverTree to place insurance business with Guardrisk. The shareholder and subscription agreement entitles FeverTree 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 FeverTree, during the existence of the Policy. FeverTree do not earn more than 30% of our total income from the insurer.
- 18.1.6 FeverTree has Professional Indemnity cover as well as the necessary Binder and Intermediary Agreement to perform functions on behalf of Guardrisk.
- 18.1.7 FeverTree has a conflict of interest management policy in place and is available on our website [www.fevertreefinance.co.za](http://www.fevertreefinance.co.za)

## **18.2 Details of the Insurer:**

Guardrisk Life Limited, Reg No. 1999/013922/06

- 18.2.1 Guardrisk Life Limited is licensed as a Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 2002. FSP Licence No. 76.

### **18.2.2 Contact Details**

Physical Address: The Marc, Tower B, 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 authorised to give advice and render financial services for product CATEGORY I:

- Long-term Insurance: Category A
- Long-term Insurance: Category B1
- Long-term Insurance: Category B1-A
- Long-term Insurance: Category B2
- Long-term Insurance: Category B2-A
- Long-term Insurance: Category C

- 18.2.3 Guardrisk Compliance Officer is available on 011 669 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).

## **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 the Administrator was given orally, it must be confirmed in writing within 31 (thirty-one) Days.

- 19.3 You may submit a complaint to the Financial Sector Conduct Authority or to one of the Ombud Schemes (details provided under Clause 20 below).
- 19.4 You will always be provided with a reason or reasons for a Repudiation of a Claim.
- 19.5 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.
- 19.6 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 forms.
- 20.2 Complete all forms in ink.
- 20.3 Try and keep all documents handed to You.
- 20.4 Make a note as to what is said to You.
- 20.5 You may not be pressurised to buy any product.
- 20.6 Incorrect information or a material non-disclosure by You of relevant facts may influence the Insurer on any Claims arising from this Policy.
- 20.7 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 Claim 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 the Insurer.

## 21 COMPLAINTS PROCEDURE

- 21.1.1 Please first contact the Administrators (FeverTree) if You have any complaints or queries on 087 2100 336. You can access our Complaints Policy at [www.fevertreefinance.co.za](http://www.fevertreefinance.co.za) or email [complaints@fevertreefinance.co.za](mailto:complaints@fevertreefinance.co.za)
- 21.2 If any complaint to the Administrator is not resolved to Your satisfaction, You may then submit the complaint to the Insurer:
- 21.2.1 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
- 21.3 If any complaint to the Insurer is not resolved to Your satisfaction, You may then submit the complaint to the following regulators:
- 21.3.1 **National Financial Ombud Scheme** – In the event of claims problems not being satisfactorily resolved as per the processes referred to in section 15.  
Physical Address – Cape Town: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708  
Tel: 0860 800 900  
Physical Address – Johannesburg: 110 Oxford Road, Houghton Estate, Illovo, 2198  
E-mail: [info@nfosa.co.za](mailto:info@nfosa.co.za)  
Website: [www.nfosa.co.za](http://www.nfosa.co.za)
- 21.3.2 **The FAIS Ombud** – In respect of complaints about the selling of the financial service provided.  
Postal Address: PO Box 41, Menlyn Park, 0063  
Tel: 012 762 5000  
Sharecall: 0860 066 3274

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

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

- 21.3.3 **The Financial Sector 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](mailto:info@fsca.co.za)

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

- 21.3.4 **The Information Regulator (POPIA)** - should you feel that your personal information has been violated, you may use this e-mail address to lodge a complaint.

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017

Email: [POPIAComplaints@infoeregulator.org.za](mailto:POPIAComplaints@infoeregulator.org.za)

- 21.3.5 **The Information Regulator (PAIA)** - should your PAIA request be denied or there is no response from a public or private bodies for access to records you may use this email address to lodge a complaint.

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017

Email: [PAIAComplaints@infoeregulator.org.za](mailto:PAIAComplaints@infoeregulator.org.za)

## 22 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:

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