

The HomeChoice Account Protection Plan is administered by HomeChoice (Pty) Ltd ("HomeChoice") and is underwritten by Guardrisk Life Ltd ("We" or "Us"). Guardrisk is an authorised financial services provider (FSP no. 76) and a licensed life insurer.

#### How does the Policy work?

The HomeChoice Account Protection Plan provides cover when:

- · you have an approved Credit Agreement with HomeChoice:
- you have a balance owing to HomeChoice in terms of Your Credit Agreement; and
- you have paid the monthly Premium due to us.

### What is covered?

This product is a term Credit Life Insurance Policy covering Death, Permanent Disability, Temporary Disability or Retrenchment.

You agree to assign and transfer the benefits selected in terms of this policy as collateral security to HomeChoice to cover the outstanding liability or Instalments of your approved credit agreement. In the event of a valid claim, We will pay the benefit directly to HomeChoice

#### FFINITIONS

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.

#### Administrator

Means HomeChoice (Pty) Ltd with company registration no. 1985/00275/07 and FSP no. 48448.

#### 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 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.

#### Binder Holder

Means HomeChoice (Pty) Ltd with Company Registration no. 1985/00275/07 and FSP no. 48448 ("HomeChoice") authorised to bind and administer policies on behalf of Guardrisk.

### Benefit

Means the amount payable on the Death, or Permanent Disability, or Temporary Disability or Retrenchment of the Policyholder as defined in the Policy.

### Claim

Means, unless the context indicates otherwise, a demand for Benefits in terms of this Policy, irrespective of whether or not the demand is valid, made by submitting a completed and signed claim form with supporting documentation to the Administrator.

### Claima

Means a person who makes a Claim in relation to this Policy.

### Claim Event

Means the risk insured, occurring while the Policy is active, being Your Death, Temporary Disability, Permanent Disability or Retrenchment.

### Claim Event Date

Means the date on which the Claim Event occurs, giving rise to a Claim. For Death Claims, this will be the date of death. For Disability Claims, this will be the last day of employment. For Retrenchment Claims, this will be the date of notification of Retrenchment

### ontract Worker

Means a person who is employed on a contract basis which does not constitute full-time or permanent Employment and for which the Benefits of a full-time employee will not apply.

### Credit Agreement

Means a loan contract, which meets all the criteria for credit agreements as set out in the National Credit Act 34 of 2005 (as amended), and which is entered into between You and the Credit Provider.

### Credit Provider

Means the financial institution, as specified in the Credit Agreement.

### Day

Means a 24 (twenty-four) hour period. "Days" has a corresponding meaning.

### Death

Means Your accidental or natural death.

### Disabilit

Means being physically or mentally impaired, whether totally or partially or temporarily or

permanently, that Your ability to earn an income or meet the obligations under a Credit Agreement is impaired. This includes, but is not limited to Occupational Disability. For pensioners, Disability means You become temporarily or permanently disabled as a result of an illness, disease or bodily injury.

#### **Employer**

The Employer by whom You are permanently Employed and who directly or indirectly remunerates You for such Employment.

#### Employment

Means receiving remuneration (a salary or wage) in reward for performing functions in relation to a permanent Employment contract. "Employed" shall have a corresponding meaning.

#### Exclusions

Means the losses or risk events not covered as set out in this Policy. Should a Claim Event arise from an Exclusion, no Benefit will be payable.

#### Expiry of Insurance Cover

Means the date from which all Benefits and Premiums in respect of this Policy will cease to be payable, and is equal to the earlier of:

- · Your Death and payment of the Death Benefit; or
- · your Permanent Disability and the payment of this Benefit; or
- · all Benefits pertaining to the Policy being cancelled or expired; or
- · the Policy becoming lapsed
- A Policy is said to lapse when the Premiums payable in respect of the Policy are not made in full and on time; or
- the non-payment of any Premium within 31 (thirty-one) Days of the Premium due date: or
- the payment of a Claim, where the Claim amount is equal to the outstanding liability: or
- · the end of the original term of the Credit Agreement; or
- the termination of the Credit Agreement in terms of sections 122 or 123 of the National Credit Act 34 of 2005 (as amended).

#### Grace Period

A period of 90 (ninety) Days after the Premium payment date where cover and Benefits are still in force, but the Policy is in arrears and, failing the arrears to be paid at the end of such a period would lead to the Policy lapsing. The Grace Period does not apply to the payment of the first Premium in terms of this Policy. Any Claim Event arising during the Grace Period will be considered and if valid, will be paid less than the outstanding Premium. This Policy may be reinstated if the arrears are paid and upon reinstatement, no Waiting Period will be imposed provided the full Waiting Period has expired. If the Waiting Period had not expired on the date of reinstatement, the unexpired part of the Waiting Period will be imposed.

### Insurer

Means Guard risk Life Limited an authorised financial services provider (FSP no. 76) and licensed life insurer with Company Registration no. 1999/013922/06.

### Instalmen

Means the monthly loan instalment due in terms of the Credit Agreement, excluding any instalments which are in arrears and which fell due for payment prior to the Claim Event Date or any interest thereon

### Misrepresentation

Means the conscious decision to provide inaccurate information in relation to any personal details or medical history or to change the true facts to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued. National Credit Act: means the National Credit Act, 2005 (Act No. 34 of 2005).

### Occupational Disability

Means a form of Disability where a person's impaired ability to earn an income or meet the obligations under a Credit Agreement arises from a physical or mental impairment which renders the person unable to continue his or her Employment, own or similar occupation, profession or trade.

## Outstanding Liability

Means the amount of the outstanding balance due by You in terms of the Credit Agreement as at the Claim Event Date.

### Period of Insurance

Means the period between the Policy Start Date and the Expiry of Insurance Cover in which Premiums remain paid and the Policy remains in force.

### Permanent Disability

Means incapacity which prevents the Policyholder from following their own, or any similar, occupation (and being prevented from earning an income or profit) for which the Policyholder is or could reasonably be expected to be qualified for by virtue of his/her knowledge, training, education, ability, experience and age. The Policyholder shall also be deemed to have suffered Permanently Disability upon the total and permanent loss of, or loss of use of, both hands: or both feet: or both eyes.

#### Personal Information

Means personal information as defined in the Protection of Personal Information Act, No 4 of 2013.

#### Physician or Medical Practitioner

Means a person legally licensed, registered and duly qualified to practice medicine and surgery (other than Yourself or a member of Your family).

#### Policy

Means the Policy Schedule, the terms and conditions and any endorsements thereto, as set out in this document.

### Pre-Agreement Statement(s)

Means the pre-agreement statement and quotation for small and intermediate credit agreements issued by the Credit Provider (HomeChoice) in terms of section 92 of the National Credit Act 34 of 2005, in which inter alia Your details and insurance Premium are shown.

### Pre-Existing Medical Condition

Means an illness or bodily injury sustained or contracted that You were aware of, or should reasonably have been aware of, or have received medical treatment for or advice by a Physician or Medical Practitioner, within the 12 (twelve) months preceding the Policy Start Date of this Policy that results in a Claim within the first 12 (twelve) months from the Policy Start Date. Pre-existing Medical Conditions will however be covered in full once the initial 12 (twelve) month Waiting Period from the Policy Start Date has expired.

#### Premium

Means the monthly amount payable, as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

#### Policy Start Date

Means the date from which You are covered in terms of this Policy. It is equal to the commencement of the Credit Agreement as noted in the Pre-Agreement Statement.

#### Retrenchment

Means the permanent termination of Employment after the Policy Start Date, and after any Waiting Period, as a result of the implementation of a staff reduction programme, adverse business conditions, the introduction of new technology, reorganisation by the Employer, liquidation of the Employer or staff reductions, as contemplated under the Labour Relations Act 1995 (as amended), and which results in You not earning any income from Employment. The Policyholder shall be deemed to have been retrenched on the date of the Insured's notification of retrenchment.

### Self-Employed

Means working for oneself rather than for an Employer for remuneration or income. This means being in a business of any kind as a sole proprietor, a partner in a partnership, a member of a close corporation or as a shareholder of a company, if the membership or shareholding is a controlling membership or shareholding of the close corporation or the company.

### Temporary Disability

Means the medically and certified Temporary Disability by a Medical Practitioner as a result of illness, injury or disease, and which prevents the Policyholder from earning his/her normal income for a period in excess of 31 (thirty-one) consecutive Days.

### Treatment or Advice

Means the regular or routine examination by, or consultation with, a Physician or Medical Practitioner for the purpose of monitoring existing medical conditions.

### Void

Means to stop a contract from being legally binding. A void contract is not a contract at all because the parties are not, and cannot be, bound by its terms. A contract that is void is not legally enforceable as if it did not exist. All Premiums paid will be refunded (less costs) when Guardrisk voids a Policy by applying the legal remedy of rescission. "Voidable" shall have a corresponding meaning.

## Waiting Period

Means the period as indicated in the Policy, starting on the Policy Start Date for a particular Benefit, during which You are not covered, and the occurrence of a Claim Event does not result in a Benefit becoming payable and will remain invalid even after the expiry of the Waiting Period. Only a Claim Event occurring for the first time in the period after the expiry of the Waiting Period will be covered.

### We or Us

Means Guardrisk Life Limited ("Guardrisk") with Company Registration no. 1999/013922/06, an authorised financial services provider (FSP no. 76) and licensed life insurer that is allowed to sell long-term insurance products.

### You

Means the "Policyholder" and principal debtor in terms of the Credit Agreement.

### Eligability

You are eligible to be covered for Death, Permanent Disability, Retrenchment and Temporary Disability Benefits set out above, subject to the following terms:

- If You are not Employed, or Self-Employed, employed in the informal sector or a Contract Worker at the date that the insurance Policy is entered into, cover against Retrenchment will not be included;
- If You are a pensioner at the date that the insurance Policy is entered into, cover against Retrenchment and Occupational Disability will not be included.

#### PREMIUMS

Premiums are to be paid monthly in advance. Premium rates are legislated. Any changes to the Premium calculation by law or any regulation will be notified to the Policyholder with a 31 (thirty-one) Day written notice of any changes.

#### Consequence of Non-Payment

If the Premiums are not paid by the expiry of the Grace Period, the Policy will lapse, and all Benefits will automatically cease. If a Claim arises during the Grace Period for the payment of Premiums, any Benefit payable shall reduce by the outstanding Premium(s). No Claim will be accepted if the Claim Event Date occurs after the date of lapse.

### Premium Calculation: If You are permanently Employed:

Benefit	Premium
Death	R4.50 per R1,000 of Your HomeChoice Credit
	Facility account balance from time to time.
Permanent Disability	The monthly premium payable is based
Temporary Disability	on your HomeChoice Credit facility
Retrenchment	account balance from time to time.

If you are not permanently Employed (for example, You are Self-Employed, a Contract Worker or a pensioner):

Benefit	Premium
Death	R3.50 per R1,000 of Your HomeChoice Credit Facility account balance from time to time.
Permanent Disability Temporary Disability	The monthly premium payable is based on your HomeChoice Credit facility account balance from time to time.

Your Premium is included in Your HomeChoice Credit Facility monthly Instalment amount.

### BENEFITS PAYABLE

### Death Benefit

This Benefit provides a payment equal to the Outstanding Liability in the event of Your death during the Period of Insurance.

### Permanent Disability Benefit

This Benefit provides a payment equal to the Outstanding Liability in the event of you suffering a Permanent Disability during the Period of Insurance.

The Permanent Disability Claim Event Date, as determined by us, is the date you became Permanently Disabled taking into account your last date of active employment, where applicable.

### Temporary Disability Benefit

In the event of You suffering Temporary Disability for a period in excess of 31 (thirty-one) consecutive Days, the Benefit provides for a monthly payment of Your Instalment:

- i) for a period of up to 12 (twelve) months; or
- ii) for the remaining repayment period of Your Credit Agreement; or  $\,$
- iii) until You are no longer Disabled.

The Benefit will be paid for whichever is the shorter period.  $\label{eq:control}$ 

The Temporary Disability Claim Event Date, as determined by you, is the date you became temporarily disabled taking into account Your last date of active employment.

### Retrenchment Benefit

In the event of You becoming unemployed as a result solely of Retrenchment, the Benefit provides a monthly payment of Your obligations that become due and payable:

- i) for a period of up to 12 (twelve) months; or
- ii) during the remaining repayment period of the Credit Agreement; or
- iii) until You find Employment.

The Benefit will be paid for whichever is the shorter period.

The Retrenchment Claim Event Date, as determined by Us, is the date on which you receive the notification of Retrenchment notice.

It is the responsibility of the Insured Person to continue to prove their unemployment by providing substantiating documents on a monthly basis.

Should the Insured Person fail to submit substantiating documentation, the Insurer will

reinstate the Credit Agreement obligations and monthly payments.

#### Waiting Pariods

The Waiting Periods applicable to each Benefit are specified in the table below

Benefit	Waiting Periods
Death	No Waiting Period
Permanent Disability	No Waiting Period
Temporary Disability	3 (three) months Waiting Period
Retrenchment	3 (three) months Waiting Period

The Waiting Period means the period, as specified above, starting on the Policy Start Date. If a Claim Event arises during the Waiting Period, the Claim will remain invalid even after the expiry of the applicable Waiting Period. Only a Claim Event arising for the first time after the Waiting Period has expired will be covered. Should Your cover be terminated and subsequently reinstated, a new Waiting Period will commence on the date of reinstatement.

In addition to these Waiting Periods, Exclusions as set out in this Policy will also apply.

#### Exclusions for Death and Disability Benefits:

We will not pay any Benefit if Your Death or Disability is a result of, or is directly or indirectly related to, arising from, aggravated by, connected with:

- Any Pre-Existing Medical Conditions (i.e., any medical condition, physical defect, illness, bodily injury or disability) that You suffered from or of which You were aware of that affected You in the 12 (twelve) month period prior to the Policy Start Date;
- · The abuse of alcohol, drugs or narcotics:
- · Wilful self-inflicted injury or suicide;
- 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 uprisinas, military power:
- The use of nuclear, biological or chemical weapons, or any radioactive contamination:
- Participation in any criminal activity;
- Participation in hazardous activities such as mountain climbing, bungee jumping and speed racing.

#### **Exclusions for Retrenchment Benefits:**

An eligible Claimant will be excluded for cover in the following instances:

- Retrenchment within the first 3 (three) months after the Policy Start Date of this Policy, where the term of the Credit Agreement is more than 6 (six) months;
- Lawful dismissal, 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;
- $\bullet \quad \hbox{Voluntary for feiture of salary, wages, or other Employment income;}\\$
- · Voluntary retrenchment or termination of Employment;
- Resignation;Retirement:
- Participation in an unprotected strike;
- Retrenchment or potential retrenchment of which You were aware or received notice about during the 3 (three) months preceding the Policy Start Date of this Policy

General restrictions, Exclusions, provisions & conditions, currency and law Premiums and Benefits payable under this Policy shall be paid and applied in the Republic of South Africa and in South African rand only.

This Policy shall be governed by and interpreted in accordance with the laws of the Republic of South Africa in the courts of the Republic of South Africa.

### Misrepresentation

All information provided and declarations made by the Policyholder in the application for this Policy form the basis of this Policy and any Misrepresentation, mis-description or non-disclosure of any material fact by or on behalf of the Policyholder shall render this Policy Voidable, at the Insurer's option, unless such Misrepresentation, mis-description or non-disclosure has been made in good faith.

It is the responsibility of the Policyholder to inform the Administrator, or the Insurer if any of his/her circumstances change and where this could affect the outcome of a potential Claim and/or invalidate this Policy and its Benefits. In the event of a material Misrepresentation that would have resulted in the Policy not being issued, a full refund of Premiums paid will be refunded to the Policyholder or Claimant.

### Fraud

If any fraudulent means are used by the Policyholder or anyone acting on their behalf to obtain any Benefit amount under this Policy or if any of the Claim Events insured against are occasioned by the Policyholder's intentional act, or with involvement, all Benefits under the Policy and all Premiums paid in terms of the Policy will be forfeited and the Policy will be Voidable at the Insurer's option.

### Changes in details supplied

Should there be any changes to the original details supplied at the time of application,

You must notify HomeChoice within 31 (thirty-one) Days of such change occurring, and We shall take the appropriate action deemed necessary in this regard. Should You not notify HomeChoice of such a change, We reserve the right to reject liability in terms of a Claim or to cancel the Policy.

#### ancellation

You may request that the Policy be cancelled by giving HomeChoice 31 (thirty-one) Days' notice of cancellation. Such cancellation shall be subject to our receipt of written approval of cancellation of the Policy and the cession from the Credit Provider. An alternate policy with the same or similar benefits must be ceded to HomeChoice in order to cancel this Policy.

No Premiums paid prior to the date of cancellation will be refunded. All Premiums paid by the date of cancellation will be forfeited in lieu of the cancellation as each Premium paid has been utilised to provide cover and any Claim Event that would have arisen if it had been covered, subject to the terms of the Policy.

### Termination of Benefits

Your cover will cease on the Expiry of Insurance Cover as defined.

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. In case You cancel the Policy, You will be requested to replace it with an insurance policy that offers at least the same minimum prescribed Benefits and the details of such an insurance policy must be provided to the Administrator within 5 (five) business Days of taking out the new policy.

#### POLICY VARIATION

No variation to this Policy will be binding on the Insurer unless made in writing and signed by a duly authoriszed officer of the Insurer and confirmed thereafter by payment of the Premium, whether varied or not. No act or omission to act by the Insurer, or any officer or employee of the Insurer, shall be deemed to be a representation on behalf of the Insurer upon which the Policyholder or the Policyholder's heirs, executors or assigns are entitled to act.

This Policy is issued on the basis that the statements and information made and set forth in the application and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

The Insurer reserves the right to amend, add or change the terms and conditions of this Policy after the first 12 (twelve) months from the Policy Start Date, and at any further date thereafter, by giving 31 (thirty-one) Days' written notice to the Insured of its intention to do so. Any Variations and/or changes will be binding on both the Insurer and the Policyholder and can be applied after the first 12 (twelve) months from the Policy Start Date, and at any further date thereafter to the existing terms and conditions after written communication of these changes have been sent to the Policyholder's last known address as it appears in the Administrator's records at that time

## COMMUNICATION METHOD

All communication with Us and with HomeChoice must be in writing, which includes email. We may, at our sole discretion, accept communication by phone where such communication is voice logged/recorded by ourselves or on our behalf.

### CONDITION PRECEDENT

Our liability in terms of this Policy is conditional on You and anyone acting on Your behalf, complying with all the terms and conditions of this Policy.

### HOW TO CLAIM

In the event of a Claim, You must contact HomeChoice on 0861999 635 or email contact@homechoice.co.za to obtain a Claim form and to be advised of all additional documentation that is required for the Claim to be processed.

The following documents will be required to process a Claim:

In case of Death Claims:

- A fully completed Claim form:
- Certified copy of the death certificate of the Policyholder;
- Certified copy of the DHA 1663 form;
- Police Report, Accident report or Post-mortem report (in the case of unnatural depth), and
- Certified copy of the Policyholder's identity document.

### In case of Disability Claims:

- · A fully completed Claim form;
- A fully completed medical report on Disability by a Medical Practitioner; and
- A statement from the Employer of the Policyholder to confirm he/she is no longer able to perform his/her occupation.

### In case of Retrenchment/Loss of Income Claims:

- A fully completed Claim form
- A Retrenchment letter from the Policyholder's Employer confirming the date and reasons for Retrenchment; and

· A copy of the UI-19 form

### REJECTION OF CLAIM AND TIME BAR

In the event of a Claim being repudiated/rejected or You are disputing the amount/ quantum of the Benefit paid by Us, You are entitled to make representations to Us in respect of Our decision to reject the claim or as to the manner in which the quantum of the Benefit was calculated for a period of 90 (ninety) Days from the date of receipt of the letter of rejection or the date of the Claim payment.

Representations must be submitted in writing, in the first instance to: Guardrisk Life

Limited

Post: PO Box 786015, Sandton, 20196.

Fmail: info@auardrisk.co.za

011 669 1000

Where You are not satisfied with the response from Us, You are entitled to escalate the matter to the Ombudsman for Long-Term insurance in the second instance:

Private Bag X45, Claremont, 7735

Email: info@ombud.co.za Tel:

(021) 657-5000 / 0860 103 236

Fax: (021) 674-0951

In terms of Section 15 of the Financial Services Ombudsman Schemes Act No. 37 of 2004, on receipt of the official referral to the aforementioned Ombudsman, any applicable time barring clause in terms of this Policy or the running of prescription in terms of the Prescription Act No. 68 of 1969 from the date of referral to the date of withdrawal of the referral, or determination of the referral by the Ombudsman, shall be stayed. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the Claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 6 (six) months from the date You receive the outcome in respect of the representations You have made, failing which all Benefits in respect of such Claim shall be forfeited and no liability can arise in terms of such Claim.

Words importing the singular shall include the plural, and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons, and vice versa The clause headings in this Policy are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

This Policy wording, as amended from time to time, various administrative forms. application forms, Policy Schedule, declarations, authorisations, any voice-logged conversations or electronic transactions and communications pertaining to this Policy and agreements supplied by Guardrisk and HomeChoice shall form the basis of this insurance contract. In the event of any conflict between the provisions of this Policy wording and that of any other documents as mentioned above, the provisions of the Policy wording shall prevail.

This Policy document confirms all Benefits that are available and does not necessarily mean You are covered for all. You however only pay a Premium for the risks that You are covered for, that You have selected at the time of application as confirmed in the Policy Schedule issued, which is attached to this document.

# TREATING CUSTOMERS FAIRLY

The TCF principles are viewed seriously by the Insurer and Ee strive to practice all 6 TCF outcomes ("Outcomes") at all times. We will, in all Our interactions with any Insured, endeavor to deliver excellent customer experiences which We will achieve through the ongoing review of all Our business practices and analysis of complaints.

It is Our objective to be

(i) fair in Our treatment of all Insureds and partners; and

(ii) compliant, in all aspects, with the 6 Outcomes of the TCF framework.

### The TCF Outcomes are:

- · You are confident that Your fair treatment is key to Our culture;
- · Products and services are designed to meet Your needs;
- · We will communicate clearly, appropriately and on time;
- We provide advice which is suitable to Your needs and circumstances;
- Our products and services meet Your standards and are of an acceptable level; and
- · there are no barriers to access Our services, change benefits, switch providers, make a Claim or to lodge any complaints.

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

Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, including "Personal Information" (as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA")) provided by You or which is collected from or about You is processed in accordance with the provisions of POPIA and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary. You accept that Your Personal Information collected by Us may be used for the following reasons: 1. to establish and verify Your identity in terms of the Applicable Laws; 2. to enable Us to fulfil our obligations in terms of this Policy;

- 3. to enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- ${\it 4.} \ for \ reporting \ to \ the \ relevant \ Regulatory \ Authority/Body, in \ terms \ of \ Applicable \ Laws.$

We may share Your Personal Information for further processing with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential:

- 1. Payment processing service providers, merchants, banks and other persons that assist with the processing of payment instructions;
- 2. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- 3. Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, in accordance with Applicable Laws, are required to share Your Personal Information with;
- 4. Credit Bureaus:
- 5. Our service providers, agents and sub-contractors that We have contracted with to offer and provide products and services to You in respect of this Policy; and
- 6. Persons to whom We cede our rights or delegate our authority to in terms of this

You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to Applicable Laws.

Unless consented to by yourself, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

You understand that if We have utilised Your Personal Information contrary to Applicable Laws, You have the right to lodge a complaint with Guardrisk within 10 (ten) Days. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

### INFORMATION ABOUT THIS POLICY

If You wish to communicate with HomeChoice, the Credit Provider and Binder Holder, to update details or to make a Claim, You can contact:

Telephone number: 086 1999 635

Postal address: Private Bag X123, Claremont, 7735

Email: contact@homechoice.co.za

### COMPLAINTS PROCEDURE

If You have a complaint about the information or service received from HomeChoice. You may contact HomeChoice at their address above.

If a complaint is not resolved to Your satisfaction by HomeChoice, please follow the complaints process detailed in the Disclosure Notice below.

Disclosure Notice: Long-term Insurance Policyholder Protection Rules (PPRs) Financial Advisory and Intermediary Services (FAIS) General Code of Conduct 2008

### The Intermediary

Business Name: HomeChoice (Pty) Ltd

Registration number: 1985/002759/07

Physical address: 78 MAIN ROAD WYNBERG 7800

Postal address: Private Bag X123, Claremont, 7735

Telephone: 0861 999 635

Website: www.homechoice.co.za

FAIS registration (FSP No): FSP 48448

In terms of the FSP license, HomeChoice (PTY) Ltd is authorised to give Intermediary Services for products under:

CATEGORYI

Long-Term Insurance subcategory A

Long-Term Insurance subcategory B1

Lona-Term Insurance subcategory B2

Without in any way limiting and subject to the other agreed provisions, HomeChoice accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act 37 of 2002 ("FAIS Act")) in rendering financial services within the course and scope of their Employment. Some representatives may be rendering services under supervision and will inform You accordingly.

Legal and contractual relationship with the Insurer: HomeChoice is a binder holder of Guardrisk Life Limited, an authorised financial services provider and underwriter of this

Homechoice (Pty) Ltd (FSP No. 48448) is a Binder Holder of Guardrisk Life Limited. Guardrisk Life Limited is an authorised financial services provider (FSP no. 76) and a licensed life insurer

HomeChoice (Pty) Ltd is a Registered Credit Provider (NCRCP454).

The Regulator has exempted the FSP in terms of FN 123 of 2017. HomeChoice has Professional Indemnity Cover and Fidelity Insurance in place.

### Complaints Procedures

Complaints can be submitted telephonically or in writing to the below:

Telephone: 0861 999 635

Email: info@homechoice.co.za

Postal address: Private Bag X150, Claremont, 7735

The complaint must contain the following information:

Name, surname and contact details of the complainant, including a mandate to  $\,$ act on Your behalf if applicable; specific details of the complaint, including dates, examples, supporting documentation; intended resolution of the complaint. How would You want the matter resolved.

#### Compliance Officer

HomeChoice's Compliance officer is Moonstone Compliance (Pty) Ltd and their contact information is as follows:

Tel· (021) 883 8000

25 Quantum Street, Technopark, Stellenbosch, 7600.

Conflict of Interest: HomeChoice has a conflict-of-interest management policy in place and this is available on the HomeChoice website.

#### The Insurer

Guardrisk Life Limited. Registration number: 1999/013922/06

Physical address: The Marc, Tower 2, 129 Rivonia Road, Sandown, Sandton 2196 Postal address: PO Box 786015, Sandton, 2146 Telephone: (011) 669 1000

Web: www.guardrisk.co.za

Email: info@auardrisk.co.za

FAIS registration: FSP no. 76

In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under:

CATEGORY I:

Long-term Insurance: Category A

Long-term Insurance : Category B1

Long-term Insurance : Category B1-A

Lona-term Insurance : Category B2 Long-term Insurance: Category B2-A

Long-term Insurance : Category C

# Compliance Details

Telephone: +27-11-669-1104

Email: compliance@guardrisk.co.za

Complaints Details Telephone: 0860 333 361

Email: complaints@quardrisk.co.za

#### Conflict of Interest

Guardrisk Life Limited has a conflict-of-interest management policy in place and is available to clients on the Guardrisk website

A copy of the Policy wording can be obtained from www.homechoice.co.za

3.25% Commission fee Binder fees 9%

During the preceding 12 (twelve) month period, HomeChoice received more than 30% of its total commission from Guardrisk, HomeChoice does not hold more than 10% of the relevant product supplier's shares.

# Waiver of Rights

No insurer and/or intermediary 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 general code of conduct under the FAIS Act or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

### Other matters of importance

You will be informed of any material changes to the information about the intermediary, Insurer and/or underwriter provided above. If We fail to resolve Your complaint satisfactorily, You may submit Your complaint to the Ombudsman of Long-

You will always be given a reason for the repudiation of Your Claim.

If the Insurer wishes to cancel Your Policy, the Insurer will give You 31 (thirty-one) Days' written notice, to Your last known address. You will always be entitled to a copy of Your Policy at no extra charge.

### Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink. Keep notes of what is said to You and all documents handed to You. Where applicable, call recordings will be made available to You within 7 (seven) Days of request subject to Applicable Laws.

Don't be pressurised to buy the product. Failure to provide correct or full relevant information may influence an insurer on any claims arising from Your contract of

Particulars of the Long-Term Ombudsman (For claims/service- related matters):; Postal address: Private Bag X45, Claremont, Cape Town, 7700 Telephone: (021) 657 5000 / 0860 103 236

Fax number: (021) 674 0951 Email address: info@ombud.co.za

Particulars of the Financial Sector Conduct Authority (For market conduct matters)

Postal address: PO Box 35655, Menlo Park, 0102

Telephone: (012) 428 8000 Fax number: (012) 347- 0221 Email address: info@fsca.zo.za

Particulars of FAIS Ombudsman (For product/advice related matters)

Postal Address: PO Box 74571, Lynnwood Ridge, 0040

Telephone: (012) 470 9080 Fax number: (012) 348 3447

Email address: info@faisombud.co.za

Particulars of Information Regulator (For data/personal information related matters)

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

Telephone: (010) 023 5200

Cellphone number: 082 746 4173

Email address: complaints.IR@justice.gov.za 129 Rivonia Road, Sand /001639/06)

### **Underwritten by:**

Guardrisk Insurance Company Limited, The Marc, Tower 2, 129 Rivonia Road, Sandton 2196 (Reg. No. 1999/013922/06 and FSP No. 76)

HomeChoice (Pty) Ltd (FSP No. 48448) is a Binder Holder of Guardrisk Insurance Company Limited. Guardrisk Life Limited is a licenced life insurer in terms of the insurance act and an authorised financial services provider (FSP no.76). HomeChoice (Pty) Ltd is a Registered Credit Provider (NCRCP454).