

# BUYERS PROTECTION INSURANCE

## POLICY WORDING

Guardrisk Microinsurance Limited will provide cover under the Goods Protection Policy as described in this document, subject to your payment of the premium within the agreed period and your adherence to the terms and conditions of this Policy which are governed by the laws of South Africa.

### **GENERAL DEFINITIONS**

**Administrator:** Means Monitor Administrator with Company Reg Nr 2003/004608/07

**Claim:** Means, unless the context indicates otherwise, a demand for Policy Benefits by a Claimant, irrespective of whether or not the Claimant's demand is valid, made by submitting a completed claim form and supporting documentation to the Administrator.

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

**Claim Event:** Means the risk insured under this Policy and stated in the Policy Schedule.

**Claim Event Date:** The date on which the Claim Event occurs, giving rise to a Claim.

**Credit Agreement:** The credit agreement in terms of which You are indebted to Your Credit Provider and which meets the criteria for credit agreements as set out in section 8 of the National Credit Act, No 34 of 2005 (as amended), and for which You have arranged insurance cover under the Policy.

**Credit Provider:** The institution that granted You the loan as per the Credit Agreement.

**Commencement Date:** This is the date on which Your Policy commences which is the date the Credit Agreement is entered into and/or the date which the first Premium is paid (whichever is the earlier).

**Day:** means a 24 (twenty-four) hour period, including weekends and public holidays. "Days" shall have a corresponding meaning.

**Exclusion/Exception:** 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.

**Insured:** Means You, the borrower, as stated in the Credit Agreement and for whom cover for Benefits is granted under this Policy.

**Insurer:** Means Guardrisk Microinsurance Limited with Registration Number 1991/005238/06,

**National Credit Act:** Means the National Credit Act, 2005 (Act. 34 of 2005).

**Outstanding Balance:** This refers to the amount owed by the Insured in terms of the Credit Agreement including capital, interest, and fees provided for in the National Credit Act 34 of 2005.

**Period of Insurance:** The period as stated on the Policy Schedule, which is from the date of invoice in terms of the Credit Agreement and every month thereafter until the debt is paid.

**Policy:** This legal document that has the Policy Schedule, the terms and conditions which includes any declarations made at application stage and any endorsements issued in terms of this Policy.

**Policy Schedule:** The Schedule stating the Benefit details and respective Premium rate attached to this Policy.

**Premium:** The monthly amount payable, as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

### **Repudiate**

In relation to a Claim means any action by which Guardrisk 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 –

- i) in respect of a loss event or risk not covered by the Policy; and
- ii) in respect of a loss event or risk covered by this Policy, but the Premium or Premiums payable in respect of the Policy are not paid.

"Repudiation" shall have a corresponding meaning.

### **Variation**

Means any act that results in a change to-

- a) the Premium;
- b) any term;
- c) any condition;
- d) any Policy Benefit;
- e) any Exclusion; or
- f) the duration of the Policy,

"Vary" or "Variations" shall have a corresponding meaning.

**We/Our:** Means the Administrator and Insurer.

**You/Your:** the person named as the Insured in the Policy.

### **PREMIUMS**

All Premiums are payable monthly by the Insured. Premium rates are guaranteed for the first 12 (twelve) months from the Commencement Date and will be reviewed annually. Any changes to the Premium rate will be notified to You 31 (thirty-one) Days prior to the change taking effect.

The Period of Grace allowed for payment of the Premiums is 31 (thirty-one) Days commencing on the first Day of the month in which the Premium is due. If the Premiums are not paid by the expiry of the Period of Grace, the Policy will lapse. Failure to pay the Premiums will result in Your Policy being cancelled and cover ceasing. Upon cancellation all Benefits will cease, and no cover will remain in force. If a Claim Event arises during the Period of Grace, the Claim will still be considered and if valid, will be paid less the outstanding Premiums. No Claim will be considered should a Claim Event occur after the Policy has been cancelled.

### **COOLING OFF PERIOD**

If You are not satisfied with this Policy You have the right to cancel this Policy within 31 (thirty-one) Days from receipt of the Policy documentation or within 31 (thirty-one) Days from the date on which it is deemed that You received the Policy documentation or within 31 (thirty-one) Days of the Commencement Date, provided no Benefit has been Claimed or paid or an event giving rise to a Claim has not yet occurred, in which instance any Premium paid will be refunded less the cost of any risk cover enjoyed by You making a written request for cancellation.

### **POLICY CANCELLATION**

You have the right to cancel this Policy at any time by giving the Administrator 31 (thirty-one) Days' notice of the intention to cancel. Such cancellation, after the initial 31 (thirty-one) Day Cooling-off Period from the Commencement Date, will not attract a refund of any premiums paid.

If You elect to cancel, You must cede an alternate Policy with the same minimum Benefits that this Policy offers, failing which we reserve the right not to cancel this insurance. You may email your cancellation to [xxxx@xxxx.co.za](mailto:xxxx@xxxx.co.za) or contact us on xxxxxx.

The Insurer may terminate this Policy by giving You 31 (thirty-one) Days written notice. The Insurer 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.

### **SECTION 1 – MATERIAL DAMAGE**

#### **WHAT WE WILL PAY:**

If during the Period of Insurance the goods, which are stated in the Credit agreement are damaged, or lost as a result of theft from the premises where You are currently living, provided that the theft was accompanied by forcible and violent entry and exit to or from the premises, the Insurer will pay for the damaged or stolen goods by either repairing or replacing at the Insurer's discretion.

#### **WHAT WE DO NOT PAY FOR:**

The Insurer shall not pay for the repair or replacement of Your insured goods which are damaged as a direct or indirect result of:

- Wear and tear or depreciation, moth, vermin, rust or any gradual operating cause;
- Damage to any working machine or any working part caused by mechanical or electrical; breakdown, failure or breakage, defects in the design or manufacture;
- Loss or damage caused by any process of cleaning, repairing or restoration;
- Cracking, scratching or breakage of glass or other articles of a brittle nature, unless caused by fire, flood or theft;
- Negligence, abuse or misuse of any of the goods;
- Repairs and maintenance which is not caused by an authorised repairer approved by the insurer;
- You participating in any criminal act;

- War, civil commotion, labour disturbances, riot, strike, lockout, or public disorder or any act or activity committed by anyone which is intended or attempts to bring about any of the above;
- Confiscation or detention by customs or any other lawful authority; and/or
- Legal liability of any description whatsoever which You may incur

### **SECTION 2 – CLAIMS PROCESS**

In the event of a Claim during the Period of Insurance the Administrator must be notified of all Claims as soon as possible, within 30 days of the Claim Event Date.

All Claim notifications can be lodged by contacting Monitor Administrators on (031) 818 0110 or alternatively by email: [aspisclaims@monitorsa.co.za](mailto:aspisclaims@monitorsa.co.za).

The following documents will be required and must be submitted within 3 (three) months to process the Claim:

### **SETTLING A CLAIM**

Further evidence may be requested in support of Your Claim.

Payment of the Benefits provided in the event of a valid Claim in terms of the Policy will be full and effective, discharging the Insurer and the Administrator of its liability and obligations in terms of the Policy and will be in South African Rands and no Benefit payable under this Policy shall carry interest.

### **REPUDIATION OF A CLAIM**

In the event of Your claim being Repudiated and a claim Repudiation letter being sent to You, You have a period of 90 days in which to make a representation directly to the Insurer. Should You make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify You of their final decision after reviewing the representation. Should You be dissatisfied with the Insurer's decision, You have a period of 180 days in which to institute legal action.

If any complaint to the Insurer is not resolved to the Insured's/Claimant's satisfaction, the Insured/Claimant may submit a complaint to the relevant Ombudsman Scheme/Regulatory Body for further assistance (see the Disclosure Notice for full contact details).

### **SECTION 3 - WHEN THE COVER ENDS**

Your Insurance cover under this Policy will end and no further Benefit will be payable, as soon as one of the following occurs:

- The date Your Credit Agreement ends;
- The payment of a Benefit which leads to the settlement of the Outstanding Balance;
- The early settlement of Your Credit Agreement;
- The lapsing of the Policy due to non-payment of the Premiums after the Period of Grace;
- We advise You that Your insurance cover has been cancelled. This will be done by giving 31 (thirty-one) Days' notice of Our intention to do so.
- You have cancelled the Policy by giving the Administrator 31 (thirty-one) Days' notice.

### **SECTION 4 – GENERAL EXCEPTIONS**

This policy does not cover loss, damage or liability directly or indirectly caused by or related to or in consequence of:

- civil commotion, labour disturbances riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
- war, invasion, act of foreign hostilities or warlike operations (whether war be declared or not) or civil war; mutiny, military rising or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; insurrection, rebellion or revolution;
- any act (whether on behalf of any organisation, body of person or groups of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
- The act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with any occurrence referred to in the clauses above.
- If the Insurer alleges that by reason of the clauses stated above in these exceptions, loss or damage or liability is not covered by this Policy the burden of proving the contrary shall rest on the Insured.
- Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (Act no. 85 of 1976) or any similar Act applicable to the territories to which this Policy applies.
- Nuclear weapons, material ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception only combustion shall include any self-sustaining process of nuclear fusion.
- Consequential loss of any description or delay.
- Earthquake, whether caused by mining operations or otherwise, subterranean fire, volcanic eruption or other convulsion of nature, tidal wave, subsidence or landslip.
- An insured event occurring elsewhere than in Africa, South of Latitude, 15 degrees South excluding Angola, Malawi, Mozambique and Zambia unless otherwise stated in a section

### **SECTION 5 - GENERAL CONDITIONS**

- If You do not abide by the terms and conditions of this Policy, You will not be entitled to any Benefit under this Policy.
- The rights under this Policy cannot be transferred to anyone else and this Policy cannot be used to protect any person other than You.
- Should there be any changes to the original details supplied at the time of application, You must notify the Administrator within 31 (thirty-one) Days of such a change occurring, and the Insurer shall take the action deemed necessary in this regard. Should You not notify of the Administrator of such change, the Insurer reserves the right to reject liability in terms of a Claim or to cancel the Policy.

### **MISREPRESENTATION AND FRAUD**

If any Claim under this Policy is in any way misrepresented, or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any Benefit under this Policy, and where such action positively results in a claim being paid, or issued to apply for Benefits, all Benefits including Premiums paid under this Policy shall be forfeited. If any of the Claim Events insured against are occasioned by Your intentional act or with Your collusion, then all Benefits under the Policy will be forfeited and the Policy will be voidable at the Insurers option. Appropriate action will be taken as deemed necessary by the Insurer.

The Insurer shall 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 undesirable or criminal activity.

### **VARIATIONS**

This Policy is issued on the basis that the statements and information made and set forth in the Application Form 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 Vary, add or change the terms and conditions of this Policy 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 at any time after the first 12 (twelve) months from the Commencement Date to the existing terms and conditions of the Policy, 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.

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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 Insured or the Insured's heirs, executors or assigns are entitled to act.

### ERRORS AND OMISSIONS

It is expressly understood and agreed that if failure to comply with any terms of this Policy is shown to be unintentional or as a result of administrative errors or omissions on the part of either the Insurer or Yourself, both the Insurer or You shall be restored to the position You or the Insurer would have occupied had no such error or omission occurred.

The above provision shall apply only to oversights, misunderstandings or clerical errors relating to the administration of this Policy. Any negligent or deliberate acts or omissions by You or the Insurer regarding the cover provided will be resolved by applying the best practice and the Treating Customers Fairly principles as outlined below, together with the Policyholder Protection Rules.

### TREATING CUSTOMERS FAIRLY

This product has been created to meet the needs of our clients. The Treating Consumers Fairly ("TCF") framework principles are viewed seriously by the Insurer and all 6 (six) outcomes, as stated below, are practiced at all times. We will, in all our interactions with any consumer, endeavour to deliver excellent consumer experiences which we will achieve through the ongoing review of all our business practices and analysis of complaints. It is our objective

to be fair in our treatment of all consumers and partners and being compliant, in all aspects, of the 6 (six) outcomes of the TCF framework. These 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 or to lodge any complaints.

### PROTECTION AND PROCESSING OF PERSONAL INFORMATION

Your privacy is of utmost importance to the Administrator/Insurer. 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) 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.

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 the Administrator/Insurer may be used for the following reasons:

- to establish and verify Your identity in terms of the Applicable Laws;
- to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
- to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Administrator/Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by yourself, the Administrator/Insurer 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 the Administrator/Insurer from any claims resulting from disclosures made with your consent.

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 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.

### Disclosure Notice: Please read carefully

#### COMPLAINTS PROCEDURE:

Please note that all complaints can be forwarded to the Insurer's Compliance Officer as detailed herein who will forward the matter to the responsible department for investigation. Once the matter is resolved, the outcome will be communicated to you. If you are satisfied with the response, the matter is concluded.

Guardrisk Microinsurance Compliance Officer  
Guardrisk Microinsurance Limited  
P O Box 786015, Sandton, 2146  
Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)  
[complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)  
Tel: +27 11 669 1000

Should you be dissatisfied with the response, the Ombud for Short-Term Insurance may be contacted

#### Particulars of the Short-Term Insurance Ombudsman

Postal address: PO Box 30619, Braamfontein, 2017  
Telephone number: +27 11 726 8900  
Fax number: +27 11 726 5501

The Ombudsman is available to advise you in the event of insurance claims problems which are not satisfactorily resolved by the Intermediary.

#### Particulars of the FAIS Ombud

Postal address: PO Box 74571, Lynwood Ridge, 0040  
Telephone number: +27 12 470 9080/99  
Fax number: +27 12 348 3447

If your intermediary / FSP was unable to resolve a complaint about an insurance product purchased, varied, replaced or terminated, you may submit a complaint to the FAIS Ombud

#### PARTICULARS OF THE FINANCIAL SECTOR CONDUCT AUTHORITY

Postal address: PO Box 35655, Menlo Park, 0102  
Telephone number: 012 428 8000  
Fax number: 012 346 6941  
Contact centre: 080 011 0443 / 080 020 2087  
Email: [info@fsca.co.za](mailto:info@fsca.co.za)

If any insurance complaint to the Intermediary / FSP or Insurer is not resolved to your satisfaction, you may submit the complaint to the Financial Sector Conduct Authority.

#### Particulars of the Information Regulator (For personal information breaches)

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017  
Telephone: +27- 010- 023- 5200  
Cell number: +27- 082- 746- 4173  
Email address: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

#### YOUR INTERMEDIARY

Name: Aspis (Pty) Ltd  
Reg No. 2011/0054/16/07  
FAIS Licence Number: FSP 48407  
Physical Address: 45 Old Main Road, Kloof, 3610  
Postal Address: P O Box 467, Kloof, 3640  
Telephone Number: 031 8180005

ASPIS (Pty) Ltd is licensed as a financial service provider in terms of section 8 of the financial advisory and intermediary services act, 2002 (act no. 37 of 2002) and does not own or directly hold more than 10% of the insurer's shares and does not receive more than 30% of its total commission and remuneration over the preceding 12 months.

In terms of the FAIS Act we are obliged to set up a complaints resolutions process. We have implemented a complaints resolution process, which would be available for your perusal, should you require such. All complaints relating to the intermediary can be sent, in writing, to the Complaints Manager on [info@aspis.co.za](mailto:info@aspis.co.za). Aspis (Pty) Ltd have a documented Conflict of Interest policy which you can access via [info@aspis.co.za](mailto:info@aspis.co.za). Aspis (Pty) Ltd has professional Indemnity Insurance cover. Aspis (Pty) Ltd earns a commission (20% of the monthly premium) which is paid by the Insurer.

#### YOUR ADMINSTOR

Name: Monitor Administrators (Pty) Ltd  
Reg No. 2003/004608/07  
FAIS Licence Number: FSP 17814  
Physical Address: 45 Old Main Road, Kloof, Durban, 3610  
Postal Address: P O Box 467, Kloof, Durban, 3640  
Telephone Number: 031 8180000  
Fax Number: 031 8180066

Monitor Administrators (Pty) Ltd has professional Indemnity Insurance cover. Customer satisfaction and retention of your business is vital to us and has been one of the tenets of our ongoing success. We appreciate the effort you take in bringing a problem to our attention and are committed to the prompt and fair resolution of any complaints. Complaints relating to the Administrator can be sent, in writing, to [monitor@monitorkzn.co.za](mailto:monitor@monitorkzn.co.za). Monitor Administrators (Pty) Ltd have a documented Conflict of Interest policy which you can access via [monitor@monitorkzn.co.za](mailto:monitor@monitorkzn.co.za). Monitor Administrators earns an underwriting management fee (11% of the monthly premium).

#### THE INSURER (UNDERWRITER) WITH WHOM YOUR POLICY IS PLACED:

Name: Guardrisk Microinsurance Limited  
Physical Address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 2146  
Reg No.: 1991/013922/06  
FAIS Licence Number: FSP 51674  
Postal Address: PO Box 786015, Sandton, 2196  
Telephone Number: 011 669 1000  
Compliance Officer: 011 669 1000 or [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)



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