

Switch2 Insurance Policy Wording

Summary

Customer Protection Insurance is defined in the National Credit Act (NCA) as “the cover payable in the event of a consumer’s death, disability, short time or compulsory unpaid leave, retrenchment/loss of income, or other insurable risk that is likely to impair the consumer’s ability to earn an income or meet the obligations under a credit agreement”.

A Credit Provider is entitled to require a consumer to maintain credit life insurance during the time of the agreement so that the loan will be paid should something happen to the customer; however, the customer has a choice in who provides the credit life insurance cover.

For loans and instalment sale agreements, the pay-out under this insurance decreases in correlation to the Outstanding Balance, making the required insurance cover a decreasing sum assured product which is designed to protect and provide a measure of security for both the Assured Life and the Credit Provider for the Outstanding Balance.

Introduction

Thank you for taking out the Switch2 Insurance Policy. The Policy is underwritten and administered by Clientèle Life Assurance Company Limited (Reg. No. 1973/016606/06, FSP No. 15268). Switch2 is a division of Clientèle Life.

This Policy exists to protect the Assured Life (“You”) in case of an Insured Event;

This Policy contains the Terms, Conditions, Exclusions and Provisions related to that protection.

Insuring Clause

We agree to pay the Benefits for any Insured Event covered under this Policy if you have paid your premium subject to:

1. The Insured Event happening within the Period of Insurance;
2. The exclusions, terms and conditions of this Policy;
3. The truth and accuracy of the information given at the time of application;
4. You providing us with all the relevant documents that we may require; and
5. The claim is reported within the prescribed periods.

How Do I Get A Policy?

1. You qualify to have a Policy if you have an Outstanding Balance as per your Credit Agreement with the Credit Provider;
2. You have the right not to take the policy which is offered with the Credit Provider’s Credit Agreement, but then you might have to have another policy that at least provides suitable Benefits to replace that policy.

How Does The Product Work?

We will pay the Credit Provider the Benefit amounts for Insured Events, as set out in the Terms and Conditions, based on your Policy Selection within your Policy Schedule.

Exclusions for Death, Disability and Hospitalisation Benefits

- Suicide is not covered if it occurs within a period of 24 months from the Entry Date;
- Self-inflicted injury;
- Pre-existing Medical Conditions are not covered if resulting in a claim within 12 months of the commencement of the policy being replaced, and you will only be covered for a claim resulting from a Pre-existing Medical Condition once this period has passed.

General Conditions

- There is no medical underwriting. Any applicant is accepted, as long as they qualify according to the terms and conditions of this Policy;
- The Policy is issued solely on the basis of the information you provide during the application for the Policy;
- Premiums will be debited from your account on a monthly basis;
- The Policy is ceded to the Credit Provider which means that, in the event of a claim, any Benefit will be paid to the Credit Provider to settle the Outstanding Balance or to pay the Monthly Instalments on the Credit Agreement;
- Cover will start when the Insurer has received full payment of the first Premium in respect of this Policy;
- 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 or conditions of this Policy;
- 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; and
- If any claim under this Policy is in any way fraudulent or exaggerated, or if you or anyone acting on your behalf uses any fraudulent means to obtain a Benefit under this Policy, or if you intentionally cause or work with someone else to cause any of the events we insure You against, you will not be entitled to payment of any Benefit under this Policy. In this case, the Policy will cease and you will further not be entitled to a refund of any of the premiums you have paid.

Definitions

“**You**” means the Assured Life under this Policy;

“**We / Us / Our**” means the Insurer, Clientèle Life Assurance Company Limited (Clientèle Life), FSP number 15268;

“**Period of Insurance**” means every subsequent month after the Entry Date that we receive your premium. This period starts at Entry Date until the expiry of the Credit Agreement;

“**Cancer**” means a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, lymphoma and sarcoma. The following conditions are excluded from this definition:

- All cancers in-situ and all pre-malignant conditions or conditions with low malignant potential, or classified as borderline malignancy;
- All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
- All skin cancers are excluded. The only exception is malignant melanoma that has been histologically classified as T1N0M0 or worse;*

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530

Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

“Cessionary/Credit Provider” means an institution which provides a Loan to a customer by way of Credit Agreement and has the requirement to provide for insurance for the Assured Life’s Death, Loss of Income/Retrenchment, Short Time or Compulsory Unpaid Leave and Disability;

“Compulsory Unpaid Leave” means the period during which an Assured Life is obliged by his/her Employer to take unpaid leave for an agreed period of time without payment of any remuneration or compensation during such period, resulting in the Assured Life’s monthly Basic Income reducing by 20% (twenty percent) or more for the duration of such period;*

“Credit Agreement” means a legal contract in which the Credit Provider arranges to loan a customer a certain amount of money on either a fixed term or revolving basis which gives rise to an obligation of repayment, concluded between a Consumer and the Credit Provider in terms of the National Credit Act, 34 of 2005;

“Critical Illness” means a Heart Attack, Stroke, Cancer or Renal Failure only and shall not relate to any other condition for purposes of this Policy;*

“Entry Date” means the date on which cover commenced and will be the 1st day of the month in which the first full premium is received by the Insurer;

“Employer” is the entity by whom the Assured Life is employed and who directly or indirectly remunerates the Assured Life for such employment;

“Heart Attack” means the death of the heart muscle, due to inadequate blood supply, as evidenced by all 3 of the following criteria:

- Compatible clinical symptoms AND
- Characteristic ECG changes indicative of myocardial ischaemia or myocardial infarction AND
- Raised cardiac biomarkers defined as Troponin and Non-Troponin markers;*

“Hospital” means an institution which:

- Is licensed in accordance with the applicable laws of the jurisdiction in which it is located;
- Is primarily engaged in providing, for compensation from its patients, diagnostic, medical and surgical facilities for the care and treatment of injured or sick persons;
- Has staff of one or more qualified Medical Specialist available at all times;
- Has 24 hour day nursing services by registered graduate nurses under the permanent supervision of the Medical Specialist in charge;
- Maintains in-patient facilities;
- Maintains a daily medical record for each of its patients;
- Does not include any institution which is primarily a rest or convalescent facility, rehabilitation wards or centres, a place for custodial care, hospices, a facility for the aged or alcoholics or drug addicts or for the treatment of psychiatric or mental disorders.

“Hospitalisation” means being admitted to Hospital and registered as an in-patient due to an accident or illness;

“Loss of Income” means becoming unemployed or unable to earn an income, arising after the Entry Date, and receiving no remuneration from any occupation. Loss of Income includes being retrenched, that is the termination of the Assured Life’s employment by the Assured Life’s Employer as a consequence of his Employer’s "operational requirements" as defined in the Labour Relations Act 66 of 1995 and includes Redundancy. The Loss of Income shall not include the termination of a

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

fixed contract, the voluntary termination of a contract by the Assured Life, any willful steps, actions or decisions by the Assured Life that leads to the Assured Life not earning an income;

“Medical Specialist” means a medical practitioner who, in addition to his/her basic medical degree, has specialised in a particular field and has graduated with an additional degree to that effect. For example a Cardiologist, who specialises in dealing with disorders of the heart, or a Paediatrician, who specialises in the medical care of children, will recommend a hospital stay. Medical Specialist shall not include the Assured Life whose hospitalisation is the basis of a claim hereunder, or a relative by blood or marriage of such Assured Life unless approved by The Company;

“Outstanding Balance” is the amount owed by you in terms of the Credit Agreement as at the time of your Death, Temporary or Permanent Disability or Retrenchment or Loss of Income, including capital, interest, fees provided for in the National Credit Act 34 of 2005 and other fees and costs charged on arrear loans;

“Permanent Disability” means you are medically certified as totally and permanently disabled as a result of sickness, injury or accident, which cannot be remedied or cured by any procedure or treatment, and this disability renders you permanently unable to pursue your own occupation or similar occupation for which you may be suited through experience, training, education or ability. The Assured Life shall also be deemed to have suffered Permanent Disability upon the loss or loss of use of both hands, both feet (or one of each) or both eyes;

“Policy” refers to the Policy Schedule, the terms and conditions, and any endorsements thereto;

“Pre-existing Medical Condition” means an illness or bodily injury sustained or contracted by you which you were aware of, or should reasonably have been aware of, or have received medical treatment or advice by a Medical Specialist, within the 12 months preceding the Entry Date of this Policy;

“Reasonable Medical Treatment” means the treatment that the Assured Life is reasonably expected to undergo according to the guidelines for the specific condition under the generally accepted medical practice at claim stage;

“Renal Failure” means the total and irreversible failure of both kidneys. Continuous renal dialysis must be instituted and the dialysis must be deemed medically necessary by a registered nephrologist. Acute reversible kidney failure that only needs temporary renal dialysis is not covered;*

“Short Time” means a period during which an Assured Life is instructed by the Employer to work less than the basic contractual hours, which results in a reduction of 20% or more of the monthly Basic Income of the Assured Life, for the duration of such period;

“Stroke” means the death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in neurological deficit lasting longer than 24 hours, confirmed by neuro-imaging investigation and appropriate clinical findings by a specialist neurologist. The following will not be covered:

- Transient Ischaemic Attack
- Vascular Disease affecting the eye or optic nerve
- Migraine and vestibular disorders
- Traumatic injury to brain tissue or blood vessels

Severity levels will be assessed and a full neurological examination by a specialist neurologist any time after 3 months. The Assured Life must need constant assistance, as measured by the inability to do 3 or more basic activities of living;*

“Temporary Disability” means having suffered a loss of normal income from your own normal occupation for a period in excess of 30 consecutive days as a result of illness or bodily injury which has been verified by a duly qualified Medical Specialist but which is not expected to last. The occupational category for which Benefits will be paid shall be defined as Temporary Disability when your impaired ability to earn an income or meet the obligations under a Credit Agreement arise as a result of illness, injury or disease which renders you unable to continue your employment, occupation, profession or trade;

“Waiting Period” means the period, during which the occurrence of a claim event will not result in a Benefit becoming payable.

What Is Covered?

1. Death
2. Permanent and Total Disability
3. Temporary and Total Disability*
4. Loss of Income/Retrenchment*
5. Maternity Benefit
6. Hospital** Benefit
7. Short Time and Compulsory Unpaid Leave*
8. Critical Illness*

** Non-medical expense cover as a result of Hospitalisation.

Insured Events / Benefits Payable

Payment of any Benefit will only be considered or made if you have complied with all the terms and conditions of this Policy and you or your representative have complied with all the requirements of the Policy condition “How to Claim”.

1. **Death**

- 1.1 If you die, we will pay to the Credit Provider the Outstanding Balance of your Credit Agreement as at the date of death.
- 1.2 When will this Policy NOT pay for Death?
 - 1.2.1 Refer to General Exclusions under clause 9.

2. **Permanent and Total Disability Benefit:**

- 2.1 If you are deemed, in Our opinion, to be permanently and totally disabled as a result of illness / disease or bodily injury, we will pay to the Credit Provider the Outstanding Balance as at the date you are deemed to be Permanently and Totally Disabled.
- 2.2 When will this Policy NOT pay for Permanent and Total Disability?
 - 2.2.1 If you are unable to provide the required proof of your disability;

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

- 2.2.2 If you refuse Reasonable Medical Treatment as recommended by your own medical practitioner, or by Our Medical Specialist or any recommended practitioner;
- 2.2.3 If the claim falls within any of the General Exclusions, under clause 9.

3. ***Temporary and Total Disability Benefit:**

- 3.1 If you are, in Our opinion, temporarily and totally disabled from continuing to work in your normal occupation as a result of an illness/disease or bodily injury, we will, from the date of the diagnosis of temporary and total disablement, pay to the Credit Provider the monthly instalments still payable in terms of the Credit Agreement for each month or part thereof that you are temporarily disabled for: i) a period of up to 12 months, or ii) the remaining period of your Credit Agreement, or iii) until you are no longer disabled, whichever is the shorter period.

*Should the temporary and total disablement continue longer than 12 months, we will pay to the Credit Provider the Outstanding Balance of your Credit Agreement as at the date of the diagnosis of temporary and total disablement.

3.2 When will this Policy NOT pay for Temporary and Total Disability?

- 3.2.1 If you recover before the 12 months have expired and you are unable to prove that you are still eligible for this Benefit;
- 3.2.2 If, as a result of this event, you are, in our opinion, permanently and totally disabled or pass away. In such an instance, the relevant Benefit will be payable;
- 3.2.3 If you are unable to provide the required proof of your disability;
- 3.2.4 If you refuse Reasonable Medical Treatment as recommended by your own medical practitioner, or by Our Medical Specialist or any recommended practitioner;
- 3.2.5 If the claim falls within any of the General Exclusions, under clause 9.

4. *** Loss of Income/Retrenchment Benefit:**

- 4.1 If you experience Loss of Income or become Retrenched, we will, depending on your policy benefits*:

Pay to the Credit Provider the Outstanding Balance of your Credit Agreement as at the date you experience Loss of Income or become retrenched.

Or;

Pay to the Credit Provider the monthly instalments still payable in terms of the Credit Agreement for each month or part thereof until you find employment. The Benefit will be paid with effect from the date experience Loss of Income or become Retrenched for: i) a period of 12 months; ii) the remaining repayment period of the Credit Agreement; or iii) until the consumer finds employment or is able to earn an income, whichever is the shorter period.

- 4.2 The payment of this Benefit is subject to the following Special Conditions:

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

4.2.1 If you are within 90 days of the commencement of the policy being replaced, the Loss of Income or Retrenchment Benefits will not be paid if you are retrenched or your employment is terminated before this 90 day period has passed;

4.3 When will this Policy NOT pay for Loss of Income or Retrenchment?

4.3.1 If the Loss of Income or Retrenchment arises and is traceable to an unprotected strike;

4.3.2 If you resign, retire or choose to accept a voluntary retrenchment or redundancy package or termination of employment, or elect to not work;

4.3.3 If you were aware of, or received notice of retrenchment in the 3 months prior to the Entry Date;

4.3.4 If any wilful misconduct that is a violation of some established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct by you, which resulted in dismissal in terms of the Employers' employment conditions or if any similar action on your part results in your Loss of Income; if you lose your job or earnings due to lawful dismissal, fraud, dishonesty or any illegal conduct.

5. **Maternity Benefit**

5.1 In the event that you give birth, legally adopt a child under 6 months, have a miscarriage during the third trimester of pregnancy, or bear a stillborn child during the Period of Insurance, we will pay to the Credit Provider an amount equal to 2 monthly instalments.

5.2 The payment of this Benefit is subject to the following Special Conditions:

5.2.1 Only one claim will be considered in a 12 month period;

5.2.2 If you are within the Waiting Period of the policy being replaced no benefit is payable. Any Benefit under this section of the Policy will only be considered for a birth that takes place after this Waiting Period.

6. **Non-medical expense cover as a result of Hospitalisation**

NOTE: This cover is not provided by a medical scheme and it is not equivalent to that of a medical scheme. This Policy is not a substitute in any way for medical scheme membership.

6.1 If you are Hospitalised for a minimum period of 3 consecutive days, we will pay to the Credit Provider an amount equal to 1 monthly instalment in the month that you are Hospitalised.

6.2 The payment of the Benefit under this section of the Policy is subject to the following Special Conditions:

6.2.1 Only one claim will be considered in a 12 month period;

6.2.2 If you are within the Waiting Period of the policy being replaced no benefit is payable. Any Benefit under this section of the Policy will only be considered after this Waiting Period;

6.2.3 The claim amount is subject to a maximum of R3,000 times the number of days spent in Hospital.

7. *Short Time or Compulsory Unpaid Leave

7.1 Short Time or Compulsory Unpaid Leave that leads to a 20% reduction or more of the Assured Life's monthly basic income will result in 100% of the monthly instalment being paid for the shorter of i) a period of 36 months; ii) the remaining repayment period of the Credit Agreement; or (iii) until you are no longer instructed to take Short Time or Compulsory Unpaid Leave, whichever is the shorter period, with effect from the confirmed date of the Short Time or Compulsory Unpaid Leave, provided that the Short Time or Compulsory Unpaid Leave persists for the entire 36 month period.

Should the Short Time or Compulsory Unpaid Leave continue longer than 36 months, we will pay to the Credit Provider the Outstanding Balance of your Credit Agreement as at the confirmed date of the Short Time or Compulsory Unpaid Leave.

7.2 The payment of this Benefit is subject to the following Special Conditions:

7.2.1 You must have been in permanent employment for at least 3 months prior to the Short Time or Compulsory Unpaid Leave commencing.

7.2.2 There is a Waiting Period of 3 months after the Entry Date of this Policy and any claim lodged within this period will not be considered.

7.3 When will this Policy NOT pay for Short Time or Compulsory Unpaid Leave?

7.3.1 If the Short Time or Compulsory Unpaid Leave ends before the 36 months have expired;

7.3.2 If the Short Time or Compulsory Unpaid Leave arises and is traceable to a strike, labour dispute or industrial action or interaction whether you were participating or not;

7.3.3 If you elect to not work or if you have been aware that you will lose your income at the Entry Date;

7.3.4 If you had reasonable grounds for believing that you might or would be put on Short Time or Compulsory Unpaid Leave in the 6 months prior to the Entry Date;

7.3.5 If any action taken by you resulted in Short Time or Compulsory Unpaid Leave;

7.3.6 If your Short Time or Compulsory Unpaid Leave is directly or indirectly due to any illness, disease, injury or medical condition;

7.3.7 If you are a partner, member, director of a business, or owns a share exceeding 10% of such a business;

7.3.8 Also refer to General Exclusions under clause 9.

8. *Critical Illness Benefit:

8.1 If you are diagnosed by a Medical Specialist with a Critical Illness, as defined in this Policy, after the Entry Date, we will pay to the Credit Provider the Outstanding Balance as at the date you were diagnosed.

8.2 When will this Policy NOT pay for Critical Illness?

8.2.1 When you reach the end of the month in which you turn 65 years old.

8.2.2 If suitable proof of your diagnosis is not provided.

8.2.3 Also refer to General Exclusions under clause 9.

9. **When Will This Policy Not Pay for These Benefits? (General Exclusions - For Death, Disability, Critical Illness and Hospitalisation Benefits only):**

9.1 We will not pay any Benefit of this Policy if the Insured Event is directly or indirectly caused by, or due to, or traceable to, or resultant from:

9.1.1 Wilful self-injury;

9.1.2 Suicide (whether sane or insane) within the first 24 months of the Policy from the Entry Date;

9.1.3 Your participation in any criminal activities;

9.1.4 The use of alcohol or drugs, including treatment of any medical condition which, in the opinion of Our consulting Medical Specialist, is considered to be either an underlying cause of, or directly attributable to, the use of alcohol or drugs;

9.1.5 Involvement or participation in any war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war is declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings, military power, riot, civil commotion or public disorder, or by ionising radiations or contamination by radioactivity from any nuclear fuel or waste.

10. **Conditions Across All Sections Of The Policy**

We may amend the terms and conditions after giving you 30 days' notice in writing. This Policy does not cover spending on your revolving Credit facility after the event giving rise to a claim (being retrenched, becoming aware of retrenchment, becoming temporarily or permanently disabled, death, or being diagnosed with a Critical Illness).

10.1 **Cancellation Procedure and Consequences:**

10.1.1 You have the right to cancel this Policy by giving us 30 days' notice of cancellation;

10.1.2 A cancellation will not result in a refund of any premium(s) that have been paid.

10.2 **Termination of The Policy**

This Policy will terminate or end:

- On the day that the Credit Agreement with the Credit Provider ends;
- On the payment of a Benefit that leads to the settlement of the Outstanding Balance;
- On the last day of the last month you paid us a premium;
- When either you or us cancel the Policy.

10.3 **No Surrenders or Cessions**

This Policy may not be surrendered, ceded, assigned or transferred to any Credit Provider(s) other than the Credit Provider(s) listed as beneficiaries under this Policy. The Policy also

acquires no surrender, paid up or loan value. There is no cumulative effect of premiums paid and each monthly premium is used to cover the risk for that specific month. Each month a premium is to be paid to renew the cover.

10.4 **Premium**

The premium rate payable is based on the Outstanding Balance and is stated in your Credit Agreement and these rates are fixed for a minimum of 2 years. The premium is calculated at a rate per R1,000 outstanding. The premium must be paid to us on your chosen debit order day of each month. We reserve the right to submit a debit instruction to your bank at any time during the month and to debit your account using any reasonable collection methods. To do this, we may also track and debit your account up to 10 working days earlier than the debit date. Should the total premium be adjusted by us or yourself as a general increase / decrease, the adjusted premium will be deducted from your bank in the same manner. This instruction will remain in force unless otherwise notified by us or cancelled by you, the Policy Owner. If the premium is still not paid after 3 months your Policy will automatically terminate with effect from the last day of the month for which a premium was paid. Upon termination, no cover will be in place. The Policy may be reinstated at Our discretion.

10.4.1 Where the cover in respect of an Assured Life lapses for any reason whatsoever, we shall be entitled, within 3 months from the date on which the cover ceased, to reinstate cover in respect of that Assured Life, in which event the cover will resume with effect from the date of reinstatement, which date of reinstatement shall be solely determined by us and subject to receipt of the Premiums in respect of such reinstated cover and the remaining provisions of this clause;

10.4.2 No cover will be granted or Retrenchment Benefits paid for a period of 30 days in the event of reinstatement, calculated from the date of reinstatement as provided for in this clause;

10.4.3 Reinstatement of cover shall be subject to such further conditions as we may determine at that time in the event of a material change in the underlying risk profile of an Assured Life which may have occurred in the period from the date on which the cover ceased and the reinstatement date;

10.4.4 A maximum of 1 reinstatement in respect of an Assured Life shall be permitted in terms of this Policy.

We will review your Outstanding Balance in terms of your Credit Agreement quarterly, and as this fluctuates, the premium payable will be adjusted accordingly. We will notify you via SMS of any changes in the premium payable and adjust premium values after 30 days.

10.5 **How to Claim**

When there is an Event that is covered in terms of this Policy, you or your representative (in the event of your death) at your own cost must, as soon as possible:

- Notify us in writing (within 3 months) from the event date;
- Fill in and send the claim form to us;
- Supply full details of the event in writing and provide us with all documentation and proof we require;
- Submit any medical examinations or comply with any reasonable request we may require to allow us to process the claim;
- If you do not meet these conditions within 6 months of date of the event, the claim may be rejected and you will lose all Benefits in respect of such claim;
- If your claim is rejected and you do not agree with this decision or you do not agree with the amount paid, you can, within 180 days after the claim has been rejected or settled, make representation with us for the review of the rejection or the amount paid. If after this period you still do not agree with our reasons you have a further 180 days from the date of the response from us in which to escalate the matter to the Ombudsman for Long-Term Insurance whose details are provided in clause 18. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against us for the enforcement of the claim by way of the service of summons against us. Summons must be served on us within 6 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.

11. **Variations**

No variation to this Policy will be binding on the Company unless made in writing and confirmed thereafter by payment of the Policy Owner 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 Assured Life or the Assured Life'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 Company reserves the right to amend, add or change the terms and conditions of this Policy by giving 1 month's written notice of its intention to do so. Any variations and or changes will be binding on both the Insurer and the Assured Life and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent to the Assured Life's last known address as it appears in Our records at that time.

12. **Treating Customers Fairly**

We hope to have created a superior solution – encompassing products, processing and service – tailored to each of our customers' requirements. We will, at all times, strive to deliver a superior customer experience, simplifying and improving our client's lives. We will achieve this through a motivated team of skilled people, absolute fairness in our treatment of our clients and partners and complying with the principles and outcomes of Treating Customers Fairly. In particular, we aim to ensure that:

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

- 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.
- There are no barriers to access our services or to lodge any complaints.

13. **Know Your Rights:**

- You must be informed of any material changes in the details provided about Clientèle Life Assurance Company (Clientèle Life), FSP number 15268.
- If the information about Clientèle Life was given orally; it must be confirmed in writing within 30 days.
- If any complaint to the Insurer is not resolved to your satisfaction, you may submit the complaint to the Ombudsman for Long-Term Insurance, the FAIS Ombud or the Registrar of Long Term Insurance.
- Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- Clientèle Life must give reasons for repudiating your claim.
- You are entitled to a copy of the Policy document free of charge.
- A copy of the sales recording, if applicable, can be made available to you on request.

14. **Warning:**

- Do not sign any blank or partially completed application form, complete all forms in ink.
- Try and keep all documents handed to you.
- Make a note as to what is said to you.
- You don't have to be pressurised to buy the product.
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

15. **Complaints Procedure:**

- If you have any complaints, you can lodge a complaint at complaints@switch2.co.za
- In the event that your complaint is not satisfactorily resolved, then you may refer the complaint to the Office of the Independent Arbitrator at complaintsarbitrator@clientele.co.za or on 011 320 3000. The Independent Arbitrator has the independence and authority to overturn the initial findings and will only consider cases having previously gone through the above channel.
- Should you still not be satisfied with the manner your complaint has been dealt with, you can contact the Ombudsman for Long-term Insurance.
- You can also contact the FAIS Ombud in respect of any issues in relation to the insurance product sold to you, or the disclosures made or with any advice that may have been provided.
- Please refer to the relevant section below, for the full details.

16. **Switch2, a division of Clientèle Life Assurance Company Limited:**

Switch2 can be contacted directly at:

- Physical Address: GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
- Telephone Number: 087 700 0022

* Refer to Policy Selection within Your Policy Schedule for variations applicable to Your policy
Switch2, a Division of Clientèle Life Assurance Company Limited | Reg no: (1973/016606/06) | FSP no. 15268
GF-02, Parc du Cap, Building 3, Mispel Road, Bellville, 7530
Website: www.switch2.co.za | Email: info@switch2.co.za | Call: 087 700 0022 | Fax: 0864 439 501

- Fax Number: 086 443 9501

17. **About the Insurer: Clientèle Life Assurance Company Limited, FSP number 15268:**

Clientèle Life Assurance Company Limited (“Clientele Life”) is an authorised Financial Services Provider (FSP No. 15268) in terms of the FAIS Act, authorised to render advice and intermediary services in respect of Category I, Subcategory 1.1 (Long-term Insurance: Category A), 1.3 (Long-term Insurance: Category B1), 1.4 (Long term Insurance: Category C) and 1.20 (Long Term Insurance: B2). Clientèle Life accepts responsibility for the actions of its representatives in rendering financial services to the extent that such representative acts within the course and scope of their employment.

- Registration number: 1973/016606/06
- Physical Address: Clientèle Office Park, cnr Alon and Rivonia Road, Morningside, 2196
- Postal Address: P.O. Box 1316 Rivonia 2128, Telephone Number: (011) 320-3000
- Fax Number: (011) 320-3133
- Email: services@clientele.co.za

Clientèle Life has an active Compliance Department. The Head of Compliance and the Department can be contacted on 011 320 3000.

18. **Contact Details of the Ombudsman for Long-term Insurance**

- Postal Address: Private Bag X45, Claremont, 7735
- Tel: (021) 657-5000 Fax: (021) 674-0951
- Sharecall: 0860 103236
- E-mail: info@ombud.co.za Website: www.ombud.co.za

19. **The FAIS Ombud**

In respect of complaints about the selling of the financial service provided

- PO Box 74571, Lynwood Ridge, 0040
- Tel: (012) 470 9080 Share call: 0860 324 766 (0860 FAISOM)
- Fax: (012) 348 3447
- E-mail: info@faisombud.co.za, Website: www.faisombud.co.za

20. **The Registrar of Long Term Insurance**

If any complaint to the Insurer is not resolved to your satisfaction

Financial Services Board Postal Address:

- P.O. Box 35655, Menlo Park, 0102
- Tel: (012) 428-8000
- Fax: (012) 347-0221