



This Policy covers the shortfall between what a health practitioner charges and the amount your Medical Aid pays for in-hospital treatment and defined out-patient procedures subject to the terms and conditions of this contract.

**GAP COVER MASTER POLICY WORDING**  
**Master Policy Wording No.: GICL/2022 TDAS/IG/2022**

**OPERATIVE CLAUSE**

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the acceptance thereof by or on behalf of Guardrisk Insurance Company Limited (*the Company*) and subject to the Terms, Conditions & General Endorsements- to the policy, the Company agrees to pay the Principal Insured Person for a Defined Event occurring during the period of insurance up to the limit of indemnity stated and benefit as stated in the Policy. The application form and declaration completed by the Insured Person and/or Principal Insured Person form part of this policy as well as the policy schedule and any endorsement to the policy.

**IMPORTANT NOTES;**

Please note that this is not a medical scheme, and the cover is not the same as that of a medical scheme. This policy is not a substitute for medical scheme membership.

1. Cover under this Policy is subject to the Insured Person having a medical aid cover with a registered medical aid scheme.
2. No benefit shall be payable in respect of any medical or surgical treatment unless such treatment occurred during the period of hospital confinement as an in-patient or during chemotherapy or radiotherapy as an out-patient for the treatment of cancer or during treatment as an out-patient for the necessity of kidney dialysis.
3. The minimum entry age for the Principal Insured Person is age 18 (eighteen) and the maximum entry age is age 65 (sixty-five) for the Standard Gap Cover Policy.
4. There is no maximum entry age for the Senior Gap Cover Policy

**DEFINITIONS**

In this policy all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions which denote any gender includes the other genders. The following words and expressions shall have the following meanings:

1. **“Accident”** means bodily injury caused by an external, violent, unexpected, and visible event.
2. **“Administrator”** means TD Administrative Services (Pty) Ltd, Reg. No. 2014/090534/7, FSP No. 7379.
3. **“Accidental Death”** means death caused by an external, violent, unexpected, and visible event.
4. **“Company”** means Guardrisk Insurance Company Limited, a licensed non-life insurer and an authorised financial services provider (FSP No. 75) Reg No. 1992/001639/06.
5. **“Co-Payment”** means a stated amount imposed as a co-payment or deductible by a medical scheme. A co-payment or deductible must be indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
6. **“Eligible Child”** means a child who is by way of natural/ biological child born of or stepchild or legally adopted child placed under the foster care of the Principal Insured Person and who has not attained the age of twenty-one (21) and who is not already insured under this policy, or any other insurance issued by a company providing similar cover.
  - 6.1. This age may be extended to twenty-five (25) next birthday in respect of an unmarried child who is a dependant on the Principal Insured Person’s Medical Scheme who is a full time student at a recognised tertiary institution.
  - 6.2. There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly dependent on the Principal Insured Person for support and maintenance. A child shall only be accepted for cover if such child is covered by a registered medical aid scheme.

7. **“Eligible Spouse”** means the spouse of the Principal Insured Person who is not already insured under this section, or any other policy issued by a company providing similar cover. A spouse shall only be accepted for cover in terms of this policy if such spouse is covered by a registered medical aid scheme.
  - 7.1. For the purpose of the Policy “Eligible Spouse” shall include a party to any union acceptable according to South African Law.
  - 7.2. Where a person shares an abode with a Principal Insured Person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse.
  - 7.3. Should a Principal Insured Person have more than one spouse who could qualify as an Eligible Spouse then that Principal Insured Person must make an irrevocable nomination of one Eligible Spouse to whom the benefits provided by this policy are to apply.
  - 7.4. No benefits will be paid in respect of an Eligible Spouse if more than one person qualifies as such, and no nomination has been made by the Principal Insured Person.
8. **“Family”** means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined) provided that the Eligible Spouse and Eligible Child are Insured Persons.
9. **“Hospital”** means any institution in the territory of the Republic of South Africa which in the opinion of the Company meets each of the following criteria:
  - 9.1. Has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of insured and sick persons by or under the supervision of a staff of medical practitioners.
  - 9.2. Provides nursing service supervised by registered nurses or nurses with equivalent qualifications.
  - 9.3. Is not other than incidentally either a mental institution, a convalescent home, lodging facility or ward, rehabilitation, or stepdown facility.
  - 9.4. Is not a place of rest for the aged or a place for drug addicts or alcoholics or a health hydro or natural cure clinic or similar establishment.
  - 9.5. Is not an institution providing long-term care for the blind, deaf, uncommunicative, or other handicapped persons.
10. **“Hospital Confinement”** means admission to a hospital ward, other than a lodging ward.
11. **“Illness”** means any one somatic illness or disease which manifests itself during the period of insurance and includes premature senile degenerative changes, but not an illness which is of such a nature as to be incapable of diagnosis by objective evidence or which though capable of diagnosis by such evidence has not been so diagnosed.
12. **“Insured Incident”** means any one Accident or Illness which causes an Insured Person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations.
13. **“Insured Person”** means
  - 13.1. A Principal Insured Person or an Eligible Spouse of a Principal Insured Person or an Eligible Child of a Principal Insured Person. Such persons must be covered by a registered medical aid scheme and who is not already insured under this section, or any other policy issued by a company providing similar cover and
  - 13.2. Such other person as the Company may from time to time deem eligible.
14. **“Medical practitioner”** means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).
15. **“Medical Aid Scheme Contribution”** means the amount paid by or in respect of a member or his registered dependants if any as membership fees of a Registered Medical Scheme.
16. **“Medical Aid Scheme Option”** means the Medical Aid Scheme Option of the Principal Insured Person immediately prior to the Defined Event.
17. **“Medical Scheme Option Reimbursement Rate”** means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
18. **“Medical Scheme Tariff”** means the rate equal to the Insured Person’s Medical Scheme Rate.
19. **“Principal Insured Person”** means the Insured as detailed in the Schedule and accepted by the Company as eligible for participation in the insurance provided by this policy.

20. **“Schedule”** means the Schedule of Insurance attaching to and forming part of this Policy.
21. **“Split Billing”** means an amount charged by a Medical Practitioner or Hospital equal to the difference between the amount charged to the Medical Aid Scheme and the amount charged to the Insured Person.
22. **“Sub-Limitation”** means a sub-limitation indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
23. **“Treatment”** means any form of investigation or examination by or consultation with or treatment by a medical practitioner for the purpose of treating or monitoring an Insured Person’s medical condition arising out of an Insured Incident.
24. **“Underwriting Manager”** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.

**DESCRIPTION OF BENEFITS**  
**The benefits provided under this policy are detailed below**

1. Gap Cover - A benefit equal to actual cost limited to four (4) times the Medical Scheme Tariff less the higher of the Medical Scheme Tariff or Medical Scheme Option Reimbursement Rate for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).
2. Sub-limitation Cover - A benefit equal to charges above any sub-limitation imposed by the medical scheme for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).

**OPTIONAL BENEFIT**

Co-payment Cover - A benefit equal to the charges in the form of a co-payment or deductible applied for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event). This cover is only applicable if it has been selected by the client as an optional extension to the basic gap cover.

**DEFINED EVENTS**

In the event of an Insured Person suffering an Insured Incident (as defined) which necessitates the Insured Person:

1. Being confined to Hospital (but excluding ward fees, theatre fees, medicines, material expenses / costs and any other hospital expenses)
2. Undergoing Medical and Surgical procedures and/or operations or Treatment (as defined) whilst in hospital, including:
  - 2.1. The necessity for chemotherapy or radiotherapy for the treatment of cancer on an out-patient basis,
  - 2.2. The necessity for kidney dialysis on an out-patient basis
3. The necessity for outpatient treatment for the following procedures:
  - 3.1. General Surgery
    - 3.1.1. Surgical biopsy of breast lump
    - 3.1.2. Hernia repairs
      - 3.1.2.1. ▪ Inguinal hernia
      - 3.1.2.2. ▪ Femoral hernia
      - 3.1.2.3. ▪ Umbilical hernia
      - 3.1.2.4. ▪ Epigastric hernia
      - 3.1.2.5. ▪ Spigelian hernia
    - 3.1.3. Ischio-rectal abscess drainage
    - 3.1.4. Closure of colostomy
    - 3.1.5. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)
    - 3.1.6. Lymph node biopsy
  - 3.2. Urology
    - 3.2.1. Vasectomy
    - 3.2.2. Cystoscopy
    - 3.2.3. Orchidopexy
    - 3.2.4. Prostate biopsy
  - 3.3. Ophthalmology
    - 3.3.1. Cataract removal
    - 3.3.2. Pterygium removal
    - 3.3.3. Trabeculectomy

- 3.4. ENT surgery
  - 3.4.1. Direct laryngoscopy
  - 3.4.2. Tonsillectomy
  - 3.4.3. Laser ENT Surgery
  - 3.4.4. Conventional ENT Surgery
  - 3.4.5. Nasal surgery (Turbinectomy and Septoplasty)
  - 3.4.6. Sinus surgery (FESS)
  - 3.4.7. Myringotomy
  - 3.4.8. Grommets
- 3.5. Orthopaedic
  - 3.5.1. Arthroscopy
  - 3.5.2. Carpal Tunnel Release
  - 3.5.3. Ganglion surgery
  - 3.5.4. Bunionectomy
- 3.6. Paediatric surgery
  - 3.6.1. Orchidopexy
- 3.7. Hepatobiliary surgery
  - 3.7.1. Needle biopsy of the liver
- 3.8. Cardiothoracic surgery
  - 3.8.1. Bronchoscopy
- 3.9. General medical cardiology
  - 3.9.1. Coronary angioplasty
  - 3.9.2. Coronary angiogram
- 3.10. Neurology
  - 3.10.1. 24-hour halter EEG
- 3.11. Immunology
  - 3.11.1. Plasmapheresis
- 3.12. Gastroenterology
  - 3.12.1. Oesophagoscopy
  - 3.12.2. Gastroscopy
  - 3.12.3. Colonoscopy
  - 3.12.4. ERCP
- 3.13. Diagnostic radiology
  - 3.13.1. Myelogram
  - 3.13.2. Bronchography
  - 3.13.3. Angiograms
    - 3.13.3.1. Carotid
    - 3.13.3.2. Cerebral
    - 3.13.3.3. Coronary
    - 3.13.3.4. Peripheral
- 3.14. Obstetrics & Gynaecology
  - 3.14.1. Tubal ligation
  - 3.14.2. Childbirth in a non-hospital setting
  - 3.14.3. Incision and drainage of Bartholin's cyst
  - 3.14.4. Marsupialisation of Bartholin's cyst
  - 3.14.5. Cervical laser ablation
  - 3.14.6. Hysteroscopy
  - 3.14.7. Phototherapy
  - 3.14.8. Dilation and curettage
- 3.15. Hyperbaric oxygen treatment for:
  - 3.15.1. Radionecrosis
  - 3.15.2. Malunion of major fractures
  - 3.15.3. Avascular leg ulcers
  - 3.15.4. Decompression sickness
  - 3.15.5. Chronic osteitis
  - 3.15.6. Serious anaerobic infections

The Company will pay to the Principal Insured Person a benefit in accordance with the Description of Benefits subject to the limitations

## GENERAL EXCEPTIONS

The Company shall not be liable for costs and expenses resulting from

1. An Insured Incident for which the Insured Person received treatment or advice twelve (12) months prior to the inception of this policy. This exclusion only applies to the first twelve (12) months of an Insured Person's cover. No benefits shall be payable for a period of three months from inception of this policy, unless due to an accident.
2. Pregnancy or childbirth for a period of 12 months from inception of this policy
3. Nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
4. Investigations, treatment, surgery for obesity or any medical treatment directly or indirectly caused by or related to any condition that is a consequence of obesity.
5. Cosmetic surgery or surgery directly or indirectly caused by or related to or in consequence of cosmetic surgery, unless necessitated as a result of treatment for cancer
6. Routine physical or any procedure of a purely diagnostic nature or any other examination where there is no objective indication of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a disability established by prior call or attendance of a physician.
7. Suicide, attempted suicide, or intentional self-injury.
8. The taking of any drug or narcotic unless prescribed by and taken in accordance with the instructions of a registered medical practitioner (other than the Insured Person) or any illness caused by the use of alcohol.
9. Drug addiction.
10. An event directly attributable to the Insured Person where the alcohol content in the blood exceeds the legal level permitted by law.
11. Participation in
  - 11.1. Active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike, or the activities of locked out workers.
  - 11.2. Aviation other than as a passenger.
  - 11.3. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel craft or aircraft).
12. Benefits which are covered or payable by the Insured's medical aid scheme such as Prescribed Minimum Benefits, will not be covered
13. No benefits shall be payable due to the Insured Person's failure to comply with the medical scheme rules regarding the failure to make use of a Hospital that is a designated service provider, preferred service provider, associated Hospital or network Hospital.
14. Computed Tomography Scans (CT scans) where the scan is used for guidance during a procedure to administer pain relief, draining of bodily fluids, biopsies, or any other medical procedure.
15. Ward fees, theatre fees, medicines, material expenses / costs and any other hospital expenses.
16. Any medical / surgical procedure not covered, declined, or paid as an exception by the medical scheme.
17. Investigations, treatment or surgery for artificial insemination or hormone treatment for infertility.
18. Depression, insanity, mental or mental stress, psychotic / psychoneurotic disorders, behavioural and neurodevelopmental disorders.
19. A fraudulent submission by the claimant.
20. Sub-Limitations imposed by a medical scheme as a result of an agreement between a member and a medical scheme will not qualify for benefits in terms of this Policy.

21. A co-payment or deductible as a result of an agreement between a member and a medical scheme will not qualify for benefits in terms of this Policy.
22. Split Billing.

### **OVERALL LIMITATIONS**

The following Policy benefits are subject to an overall benefit limitation of R100 000.00, in the aggregate per Insured Person per annum, and R200 000 in the aggregate per annum per family:

1. Gap Cover and co-payment cover (if selected)
2. Co-payment Cover
3. Sub-limitation Cover

### **GENERAL CONDITIONS**

#### **1. Cooling-Off Period**

The Insured is entitled to cancel this Policy in writing to the Administrator within 30 days after the date of receipt of the Policy documentation or from the reasonably determined date on which the Policy documentation was received. Please note that the Insured may only cancel this Policy within 30 days where no benefit has yet been paid or claimed or the event insured against under this Policy has not yet occurred. All premiums that were paid up to the date that the Administrator receives the written notice of cancellation will be refunded to the Insured, subject to the deduction of the cost of any risk cover the Insured may have enjoyed. The request for cancellation shall be completed by the Administrator by no later than 60 days after the Administrator receives the cancellation notice.

#### **2. Claims**

2.1. Following an Insured Incident, the Principal Insured Person shall at his own expense:

- 2.1.1. i. As soon as possible notify the Administrator of any claim in writing but not later than one hundred and eighty (180) days from the first day of treatment for such Insured Incident.
- 2.1.2. ii. Supply in writing any such proof or other information as the Company may reasonably request, which shall at least include the following documents relating to the claim:
  - 2.1.2.1. Hospital account,
  - 2.1.2.2. Doctors' account,
  - 2.1.2.3. Medical aid statement.
- 2.1.3. iii. Where necessary, provide authority for the Company to inspect all current and/or past medical or other information including the results of any blood tests and submit to medical examination on behalf of and at the expense of the Company.
- 2.1.4. iv. Where the Insured Person is not a Principal Insured Person the Principal Insured Person shall provide or obtain the necessary permission or consent to comply with this condition failing which all benefits in respect of any claims subject to this condition shall be avoidable.

2.2. Any claim in terms of this policy will prescribe after twelve (12) calendar months from the date of occurrence of the Insured Incident if the claim is outstanding and not a subject of a then pending court case.

2.3. Any benefit payable in respect of treatment received while confined in hospital shall only become due at the end of a period of such confinement. However, payment may be made to the Principal Insured Person at the end of a thirty (30) day period of treatment during hospital confinement at the discretion of the Company.

2.4. The Company will negotiate with and request the Insured Person's Medical Scheme to re-assess any claim, negotiate any discount with the relevant service providers and pay the benefit payable in terms of this policy directly to the service provider, should a discount be negotiated.

2.5. All benefits payable shall be paid to the Principal Insured Person, or his legal representative or the medical practitioner whose receipt shall in every case be a full discharge to the Company.

2.6. No benefit payable shall carry interest

### **3. Time bar**

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Company. Should you make a representation within the 90-day period, the Company 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 Company's decision, you have a period of 6 months in which to institute legal action. You may lodge a complaint with the Ombudsman for Short Term Insurance on the details below

The Insured's representation must be submitted in writing to:

The Complaints Officer  
Guardrisk Insurance Company  
Limited Tel: 0860 333 361  
Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

Or

The Compliance Officer  
Guardrisk Insurance Company  
Limited Tel: 011 669-1104  
Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

Alternatively, the Principal Insured may contact:

The Ombudsman for Short-Term  
Insurance PO Box 32334  
Braamfontein  
2017

Tel: 011 726 8900  
Fax: 011 726 5501  
Email: [Info@osti.co.za](mailto:Info@osti.co.za)  
Website: [www.osti.co.za](http://www.osti.co.za)

### **4. Premiums**

- 4.1. The premium is due by the first (1<sup>st</sup>) day of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy schedule.
- 4.2. If the premium is not paid by the premium payment date, the Company will allow a fifteen (15) day grace period from the last day of the month of cover.
- 4.3. If the outstanding premium is not paid within the grace period, then this Policy shall be deemed to have been cancelled at midnight on the last day of the month for which the last premium was received.
- 4.4. The Company may offer terms of reinstatement but is not obliged to do so or to reinstate the Insured Person's policy.
- 4.5. The Company is not obliged to accept premium tendered to it after the grace period or after the period of insurance detailed in the schedule.
- 4.6. The Company will not consider any claim that arises during the grace period unless the Company receives the full outstanding premium before the end of the grace period.
- 4.7. A full month's premium is due in respect of any Insured Person whose cover commences or ceases during a calendar month if such person enjoyed cover for fifteen (15) days or more in that particular month.

### **5. Termination of cover**

- 5.1. An Insured Incident will only qualify for benefits if the hospitalisation caused by such Insured Incident commences before the date of cancellation in which case all outstanding claims must be submitted to the Company within three (3) months after the date of cancellation.
- 5.2. Cover terminates on the death of the Principal Insured Person. However, on the death of the Principal Insured Person the cover of the Eligible Spouse under this policy may be continued should such spouse elect to do so within sixty (60) days of the death of the Principal Insured Person.
- 5.3. No Premium refund shall be due in the case of cancellation by the Insured Person.

5.4. Cover will be terminated immediately where the Insured files a claim that is fraudulent or uses any fraudulent or improper means to get any benefit under this Policy

5.5. No Premium refund shall be due in the case of termination of cover due to fraud.

**6. Medical Examination**

6.1. Payment of any benefit is conditional on

6.1.1. The Insured Person supplying such medical evidence as is required; and

6.1.2. If requested by the Company, an Insured Person undergoing any medical examination at the Company's expense.

**7. Jurisdiction and Currency**

7.1. The Policy is valid only within the territorial limits of South Africa. All payments will be made in the currency of South Africa. Your Policy will be governed by the laws of the Republic of South Africa whose courts will have jurisdiction in any dispute arising under your Policy.

**8. Dual Insurance**

8.1. Should the Insured have other policies covering, or partial covering, the same event covered by this Policy the Company is only liable to contribute a pro-rata proportion of such loss or event

**9. Commencement of cover**

9.1. Cover in terms of this Policy commences on the first (1<sup>st</sup>) day of the calendar month for which the premium has been paid by or for the Insured Person.

**10. Cancellations and Policy Amendments**

10.1. The Insured is entitled to cancel this Policy by providing 31 days' notice in writing to the Company.

10.2. This Policy may be cancelled by the Insurer by providing thirty-one (31) days' notice in writing to the Insured due to fraud and cancellation of a product line.

**11. Policy Amendments**

11.1. This Policy may be amended or endorsed by the Company by providing 31 days' notice in writing to the Insured, by issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to the Insured.

11.2. The Insured may request amendments to the Policy during the period of the Policy. Any such amendments shall be evidenced by the Company by issuing an updated Policy Schedule to the Insured



**Dated : 17<sup>th</sup> November 2022**

**Signed: \_\_\_\_\_**

**GUARDRISK INSURANCE COMPANY  
Registration number 1992 / 001639 / 06  
VAT Reg.No. 4250138072**



**DISCLOSURE NOTICE TO SHORT TERM INSURANCE POLICYHOLDERS IN TERMS OF THE FINANCIAL  
ADVISORY AND INTERMEDIARY SERVICES  
(FAIS) ACT, No. 37 of 2002**

IMPORTANT INFORMATION – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS IN  
TERMS OF THE SHORT-TERM INSURANCE ACT, THE POLICYHOLDER PROTECTION RULES (SHORT-TERM  
INSURANCE), 2017 AS AMENDED AND THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT

*(This notice does not form part of the Insurance Contract or any other document)*

As a non- life insurance policyholder, or prospective policyholder, you have the right to the following information:

The FAIS Act requires compliance by Product Suppliers (Insurers) and Financial Services Providers (Intermediaries or Brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier and Financial Services Provider render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

This Disclosure Notice contains certain information about your Product Supplier (Guardrisk Insurance Company Limited) and Financial Services Provider/your Intermediary that you are entitled to together with information about the Ombud and the Registrar.

TD Administrative Services (Pty) Ltd is currently the Administrator who performs certain functions of Product Supplier in terms of a binder agreement. If you require any further assistance, please contact your Intermediary on the appropriate numbers provided below for your query.

**INSURER DETAILS**

**Name:** Guardrisk Insurance Company Limited  
**Telephone No:** 011 669 1000  
**Registration No:** 1992/001639/06  
**Website Address:** [www.guardrisk.co.za](http://www.guardrisk.co.za)  
**FSP No:** 75  
**Email Address:** [info@guardrisk.co.za](mailto:info@guardrisk.co.za)  
**Physical Address:** The Marc, Tower 2, 129 Rivonia Road, Sandton 2196  
**Postal Address:** PO Box 786015, Sandton 2196

In terms of the FSP license, Guardrisk Insurance Company Limited is a licensed non- life insurer in terms of the Insurance Act and an authorised FSP to give advice and render financial services for products under:

Category I:

<b>Products for which Guardrisk Insurance is licensed to provide Financial Services</b>	<b>“Advice” Rep is authorised (Yes/No)</b>	<b>“Intermediary Services” Rep is authorised (Yes/No)</b>	<b>Services Under Supervision (Yes/No)</b>
Short Term Insurance: Commercial Lines	Yes	Yes	No
Short Term Insurance: Personal Lines	Yes	Yes	No
Short Term Insurance: Personal Lines A1	Yes	Yes	No

Guardrisk Insurance Company Limited has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.

Should you not be satisfied with the product purchased, you may lodge a written complaint with Guardrisk Insurance Company Limited using any of the above addresses.

You are entitled to a full copy of the policy on request. You are also entitled to a summary of the policy. If you have not received a summary or a full copy of the wording within 60 days, or you feel that this policy does not meet legal requirements, please write to:

## COMPLAINTS DETAILS

**Telephone:** 0860 333 361  
**Telephone No:** 011 669 1104  
**Email:** [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)  
**Email:** [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)  
**Website:** [www.guardrisk.co.za](http://www.guardrisk.co.za)

## CONFLICT OF INTEREST

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

## ADMINISTRATOR DETAILS

**Name:** TD Administrative Services (Pty) Limited  
**Telephone No:** 086 111 2348  
**Registration No:** 2014/090534/07  
**FSP No:** 7379  
**Website Address:** [www.tdas.co.za](http://www.tdas.co.za)  
**Physical / Postal Address:** Unit 1, Coram Park, 86 Ferero Avenue, Randpark Ridge, 2169  
**Email Address:** [enquiries@tdas.co.za](mailto:enquiries@tdas.co.za)

Should you be dissatisfied with any aspect of your insurance contract, service received as part of a general disclosure, how to lodge a complaint or of TD Administrative Service's compliance with the FAIS Act, please refer the matter to [enquiries@tdas.co.za](mailto:enquiries@tdas.co.za)

Legal and contractual relationship with the Insurer: TD Administrative Service is authorised to render binder functions of entering into, vary and renew, and claims settlement functions on behalf of the Insurer who pays TD Administrative Service a binder fee of 15%. The details can be found in the schedule of insurance.

## COMPLIANCE OFFICER:

Comply Eeze,  
Telephone No: 082 389 0076

TD Administrative Service has in the last 12 months earned more than 30% of its remuneration from Guardrisk Insurance Company Limited.

TD Administrative Service has Professional Indemnity Cover.

## THE INTERMEDIARY

You have the right to the following information regarding the Intermediary who must hold a valid license to operate under specific categories of business:

- 1.1. Intermediary name, address and contact details
- 1.2. Financial Services Provider license number;
- 1.3. License category – Short term personal lines
- 1.4. Legal status;
  - 1.4.1. Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, the Intermediary accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service 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.
  - 1.4.2. Legal and contractual relationship with the Insurer: The Intermediary is authorised to render intermediary services on behalf of the insurer in terms of an Intermediary Agreement.

- 1.5. Whether the services rendered are under supervision;
  - 1.5.1. Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, the intermediary accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service 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.
- 1.6. The Intermediary does not hold more than 10% of the Insurer's shares;
- 1.7. The Intermediary does not receive more than 30% of the total remuneration from the Insurer in the past year;
- 1.8. The Intermediary holds professional indemnity insurance;
- 1.9. Details of compliance arrangements;
  - 1.9.1. Refer to your Intermediaries Statutory Notice for details of the Compliance Officer
- 1.10. Contractual arrangements with the Insurer including any restrictions or conditions.
- 1.11. Rand amount of fees, commission, or any valuable consideration payable
- 1.12. Conflict of interest policy – please contact your Intermediary for a copy of the policy

## PREMIUM PAYMENT

Details of your Premium obligations are contained in the policy's schedule of insurance and include administration fees, commissions, and total amount due, payment dates and payment conditions.

## CLAIM NOTIFICATION PROCEDURES

Full details of the specific claims procedure that you should follow are stated in the insurance policy wording. On the occurrence of an event, which may result in a claim or possible claim under the policy, please notify the Administrator in writing or telephonically within 180 days of the Insured Event occurring. (Late notification could result in rejection of the claim.) Claims can be advised telephonically to 086 111 2348 or via email to [claims@tdas.co.za](mailto:claims@tdas.co.za)

## 2. OMBUDSMAN DETAILS

### SHORT TERM INSURANCE OMBUDSMAN DETAILS (for claims / service-related matters)

**Telephone:** 011 726 8900 Sharecall: 0860 726 890  
**Fax No:** 011 726 5501  
**Email**  
**Postal Address:** PO Box 32334, Braamfontein, 2017

### FAIS OMBUDSMAN (for product / advice related matters)

**Telephone No:** 012 762 5000 Sharecall: 086 066 3274  
**Email**  
**Postal Address:** PO Box 74571, Lynnwood Ridge, 0040

## Particulars of the Financial Sector Conduct Authority

Postal address: PO Box 35655, Menlo Park, 0102  
 Telephone: +27-12- 428-8000  
 Fax number: +27- 12- 346 6941  
 Email address: [info@fsca.co.za](mailto:info@fsca.co.za)

## LODGING A COMPLAINT

In the case of dissatisfaction with services received, you have the right to lodge a complaint through:

**Complaints Officer:** Ms Roxanne Shepherd  
**Telephone:** (086) 111 2348  
**E-mail:** [roxanne@tdas.co.za](mailto:roxanne@tdas.co.za)  
**Physical / Postal Address:** Unit 1, Coram Park, 86 Ferero Avenue, Randpark Ridge, 2169

A full Complaints Resolution Policy may be requested from the Complaints Officer as per details above.

In the case of dissatisfaction with services received, you have the right to lodge a complaint with Guardrisk Insurance Company Limited through:

**Complaints Officer:** The Complaints Officer  
**Telephone:** 0860 333 361  
**E-mail:** [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)  
**Physical Address:** The Marc, Tower 2,  
 129 Rivonia Road, Sandown,  
**Postal Address:** PO Box 786015,  
 Sandton,



## **CONFLICT OF INTEREST REQUIREMENTS**

- 2.1. TD Administrative Services (Pty) Ltd has established a conflict-of-interest Management Policy which is available on request from our Compliance Officer.
  - 2.1.1. In order to meet regulatory requirements, financial or immaterial expenditure by and to our staff are monitored.
  - 2.1.2. Where potential Conflicts of Interest have been identified which do not have a direct impact on you, the insured, internal structures are in place to manage and control such circumstances.

### **TD ADMINISTRATIVE SERVICES COMPLIANCE OFFICER**

**Compliance Officer:** Ms Liza Heitbrink  
**Telephone:** 082 389 0076  
**E-mail:** liza@complyeeze.co.za

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

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:

1. to establish and verify your identity in terms of the Applicable Laws;
2. to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
3. to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
4. 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 Insurance Company within 10 (ten) days. Should Guardrisk Insurance Company not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

Particulars of the Information Regulator (for personal information breaches)

Postal Address:	PO Box 31533, Braamfontein, Johannesburg, 2017	Telephone:	+27- 010- 023- 5200
		Email address:	POPIAComplaints@inforegulator.org.za
		Website:	<a href="https://inforegulator.org.za">https://inforegulator.org.za</a>

## **PERMISSION TO SHARE YOUR INFORMATION**

It is vital for insurance companies to share underwriting and claim information to ensure fair assessment for underwriting risk purposes and to mitigate the number of fraudulent claims. You hereby relinquish any right to privacy relating to the insurance information provided and allow for this information to be shared with any other insurance company. This permission will survive the termination of this policy. The Client's or policyholder's/potential policyholder's Personal Information collected by Guardrisk Insurance Company and/or its affiliated third parties including Momentum Metropolitan Holdings Limited, may be used for the following reasons:

1. to establish and verify the identity of the Client/Policyholder in terms of the Applicable Laws;
2. to enable Guardrisk Insurance Company to fulfil its obligations in terms of the Agreement;

3. to enable Guardrisk Insurance Company to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws;
4. reporting to the Financial Intelligence Centre, Financial Sector Conduct Authority and/or the Prudential Authority in terms of the Applicable Laws;
5. at claims stage and in order to validate a claim, obtain information from your medical scheme and consult with medical specialists.

### **TREATING CUSTOMERS FAIRLY**

This product has been created to meet the needs of our clients. The Treating Customers 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, with all our interactions with any customer, endeavour 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 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:

1. you are confident that your fair treatment is key to our culture;
2. products and services are designed to meet your needs;
3. we will communicate clearly, appropriately and on time;
4. we provide advice which is suitable to your needs and circumstances;
5. our products and services meet your standards and are of an acceptable level; and
6. there are no barriers to access our service or to lodge any complaints.

### **WAIVER OF RIGHTS**

No Financial Services Provider, Underwriting Management Agent or Product Supplier 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, 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 administrator provided above. If we fail to resolve your complaint satisfactorily, you may submit your complaint to the Ombudsman for Short – Term Insurance. 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 days written notice, to your last known address. You will always be entitled to a copy of your policy at no extra charge.

### **WARNING**

1. Do not sign any blank or partially completed application form.
2. Complete all forms in ink.
3. Keep notes of what is said to you and all documents handed to you.
4. Where applicable, call recordings will be made available to you within 7(seven) days of request.
5. Don't be pressurised to buy the product.
6. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from your contract of insurance.

Guardrisk Insurance Company Limited is a licenced non-life insurer and an authorised Financial Services Provider (FSP 75)

Intermediary – TD Administrative Services (Pty) Ltd is an authorised financial services provider (FSP 7379)

Underwriting Manager - Ambledown Financial Services (Pty) Ltd is an authorised financial services provider (FSP 10287)

