

TERMS & CONDITIONS

BALANCE PROTECTION



WE'VE MADE

BALANCE PROTECTION

EVEN BETTER FOR YOU

Because you're really important to us, we're always working hard to make sure our products offer you the best possible benefits. We've made some important changes to our Balance Protection with more than a few benefits to make your life easier. Here are just some of them:

1. NO MORE WAITING

Your cover now starts sooner. You enjoy cover from the minute you sign up for a Woolies Store Card, Credit Card or Loan and not from the day your first premium is deducted.

2. NO MORE AGE LIMITS

Your Death and Critical Illness benefits no longer terminate at seventy five (75), but will remain in place as long as you still have a balance with us and the account is up to date.

3. PAYOUTS FOR LONGER PERIODS

In the unfortunate event of your retrenchment or temporary disability, we will now pay your instalments for up to twelve (12) months instead of just six (6) months.

4. MORE COVER

We've increased the number of illnesses we cover from fourteen (14) to forty one (41) which means more peace of mind for you. We also pay 100% of your outstanding balance, irrespective of severity.

5. NO WAITING PERIODS

There are no longer any waiting periods for the benefits.

6. MORE TIME TO LODGE A CLAIM

We now give you twelve (12) months to lodge a claim.

These changes are effective 1 August 2014.

Woolworths Financial Services Balance Protection Plan

Thank you for taking up the optional Woolworths Financial Services Balance Protection Plan. The following are the Terms and Conditions of the Balance Protection Plan (underwritten by Absa Life).

This document, together with any amendments sent to you, form the policy of insurance between you and us. Please ensure that you are familiar with the contents. We recommend that you keep this document with your other important documents.

TABLE OF CONTENTS

| | |
|--|---|
| Some commonly used terms | 1 |
| What makes up the Woolworths Financial Services Balance Protection Plan? | 2 |
| How does the Woolworths Financial Services Balance Protection Plan work? | 2 |
| Who can take out a Plan? | 2 |
| What are your maximum benefits? | 2 |
| When does your cover start? | 2 |
| When does your cover end? | 3 |
| What is a premium? | 3 |
| What happens if premiums are not paid? | 3 |
| If a claim pays out a benefit, do all the other benefits cease? | 3 |
| How do I know what I am covered for? | 3 |
| What is a benefit and when will it be paid to you? | 4 |
| Additional Death cover | 5 |
| Choosing your beneficiary | 5 |
| How will claims be settled? | 5 |
| What will happen with my Plan when I reach the age of sixty five (65)? | 5 |
| When will we not pay a claim? | 5 |
| Can you transfer this Plan to someone else? | 5 |
| What is your cooling-off period? | 5 |
| Can this Plan be cancelled? | 5 |
| How to submit a claim | 5 |
| Questions? Comments? Changes to the Plan? | 6 |
| Compliance matters | 6 |
| Where to go in the event of a dispute | 6 |

SOME COMMONLY USED TERMS

Woolworths shall mean Woolworths (Proprietary) Limited (Reg. No. 1956/000518/07).

You shall mean a customer who has opted to take out Insurance Cover with Woolworths Financial Services, in respect of a Woolworths Store Card (**Store Card**), a Woolworths Personal Loan (**Personal Loan**) or a Woolworths Credit Card (**Credit Card**). The terms **your** or **yours** shall hold a corresponding meaning.

We shall mean Woolworths Financial Services (Pty) Ltd (Reg. No. 2000/009327/07). An authorised financial services (FSP15289) and registered credit provider (INCRCP49). Woolworths Financial Services (Pty) Ltd is a subsidiary of Barclays Africa Group Limited and an associated company of Woolworths (Pty) Ltd. The terms **Us** and **Our** shall hold a corresponding meaning.

Absa Life shall mean Absa Life Limited (Reg. No. 1992/001738/06), an authorised financial services provider (FSP No. 36116).

Account shall mean the Woolworths Store Card and/or the Woolworths Credit Card and/or the Woolworths Personal Loan. **Accounts** shall refer to you having more than one (1) account.

Cover shall mean the insurance that is provided to you on condition that a premium is received from you.

Premium is your monthly instalment.

Insured Events shall mean Death or Permanent and Total Disability or Temporary Disability or Critical Illness or Retrenchment.

Spouse shall mean a spouse recognised as such in terms of a civil union or traditional union.

Claim shall mean a claim by you (or a beneficiary) to receive the benefit payable on the occurrence of any of the insured events as defined in these Terms and Conditions. We will not pay the benefits provided for in terms of this Plan unless we are satisfied that a valid claim has been lodged and that all the required documentation has been submitted.

Plan shall mean the comprehensive Balance Protection Plan for the Woolworths Store Card, the Personal Loan and the Credit Card.

Plan Duration shall mean the period during which the Plan is active and all premiums have been paid.

Pre-Existing Condition shall mean that if you were diagnosed with or received medical treatment for an injury or illness in the previous six (6) months before the cover start date, you may not be covered for that injury or illness in the first six (6) months after the cover start date.

Beneficiary shall mean an individual who is entitled to receive the Additional Death benefit.

WHAT MAKES UP THE WOOLWORTHS FINANCIAL SERVICES BALANCE PROTECTION PLAN?

The Balance Protection Plan shall cover Death, Temporary Disability, Permanent and Total Disability, Critical Illness and Retrenchment. If opted for, another benefit known as the Additional Death benefit may be taken out with the Plan.

HOW DOES THE WOOLWORTHS FINANCIAL SERVICES BALANCE PROTECTION PLAN WORK?

The Plan is optional and is one that is opted for by you. On taking up any one (1) of or any two (2) of or all three (3) accounts with Woolworths, you may also take up insurance cover that will afford you cover in the following ways: on the occurrence of any one (1) of the insured events, as defined, during the Plan duration, this Plan will pay out certain defined benefits. This is on condition that all the other Terms and Conditions of the Plan are met.

WHO CAN TAKE OUT A PLAN?

You will be eligible to take up this Plan if you are a citizen or permanent resident of South Africa and you have any of the below credit facilities with us.

- a Woolworths Store Card
- a Woolworths Credit Card
- a Woolworths Personal Loan

If you so opt, your spouse will also qualify for the benefits under this Plan.

A separate premium must be paid for these benefits to be made available to your spouse.

WHAT ARE YOUR MAXIMUM BENEFITS?

The maximum benefit payable on any of the credit facilities held with us is R100 000.

WHEN DOES YOUR COVER START?

Your cover will start on the day that you have been approved for the credit facility and have taken it up via an agreement with us and also opted for the Plan. This will be the "Cover Start Date" or the date that is verbally agreed upon on the recorded telephone conversation.

WHEN DOES YOUR COVER END?

Your cover ends when:

General

- You stop paying the premium and your account is suspended and following suspension of the Plan you do not pay any further premiums
- On the payment of a Death benefit, a Permanent and Total Disability benefit, or a Critical Illness benefit
- You close the account that made you eligible for cover
- You breach any of these Terms and Conditions
- You live or travel outside of the Republic of South Africa for a period of twelve (12) consecutive months or more

During the payment of a Retrenchment benefit or a Temporary Disability benefit, the Cover for all other Insured Events shall continue.

Death

- You die and a valid death benefit is paid.

Permanent and Total Disability and Temporary Disability

- On the payment of a valid Permanent and Total Disability claim; or
- On the last day of the month in which you turn sixty five (65); or
- You close the account that made you qualify for the insurance; or
- In the event of a Temporary Disability, you fail to submit proof, during the assessment period that you remain temporarily disabled.

Critical Illness

- On the payment of a valid Critical Illness claim.

Retrenchment

- This benefit shall end on the last day of the month in which you turn sixty five (65); or
- In the event of Retrenchment, you fail to submit proof, during the assessment period that you remain retrenched.

WHAT IS A PREMIUM?

A premium is an amount of money that you will pay us each month in return for which you will enjoy insurance cover under the Plan. You will be charged according to the outstanding amount on your account.

When you apply for a Store Card, Personal Loan or Credit Card with Woolworths Financial Services, you will receive a document called the "Pre-Agreement Statement and Quotation". This will give you an indication of what your monthly premium will be. This premium can change. We will give you one (1) month's notice in writing if the premium pricing changes.

WHAT HAPPENS IF PREMIUMS ARE NOT PAID?

Should your account not be paid for two (2) consecutive months, your Balance Protection cover will be suspended and you will have no insurance cover. The cover will only be reinstated when the account is brought up to date.

IF A CLAIM PAYS OUT A BENEFIT, DO ALL THE OTHER BENEFITS CEASE?

The payment of a valid Death benefit claim or a valid Total and Permanent Disability claim or a Critical Illness claim shall cease all benefits under the Plan. However, the Plan does not cease on the payment of a Temporary Disability benefit or a Retrenchment benefit.

HOW DO I KNOW WHAT I AM COVERED FOR?

If you are offered a Woolworths Store Card, Credit Card or Personal Loan, you can choose to take up the optional Balance Protection Plan.

Comprehensive Balance Protection covers you for:

1. Death
2. Critical Illness
3. Retrenchment
4. Permanent and Total Disability
5. Temporary Disability

WHAT IS A BENEFIT AND WHEN WILL IT BE PAID TO YOU?

Death benefit

The Death benefit will be paid to settle the total outstanding amount on your account with us at the date of your death. The benefit paid will include interest that we will pay from date of death to the date of payment. This payment shall exclude any amount that you pay in late or any interest charged due to that late payment. This Plan terminates on the payment of a valid Death benefit.

Permanent and Total Disability benefit

A Permanent and Total Disability is when your disability, either by injury or disease, is such that you are permanently unable to perform your own occupation.

The Permanent and Total Disability benefit will be paid to settle the total outstanding amount that you pay in late or any interest charged due to that late payment. The benefit paid will include interest that we will pay from date of your disability to the date of payment. This benefit ceases at age sixty five (65).

Temporary Disability benefit

A Temporary Disability is when your disability, either by injury or disease, is such that you are, temporarily, unable to perform your own occupation. The Temporary Disability benefit will be paid as a monthly instalment equal to the monthly instalment on the outstanding amount on your account as at the date of your Temporary Disability. We will pay a maximum of twelve (12) instalments, with the proviso (condition) that we will assess the Temporary Disability at the end of the first six (6) months. If you are temporarily disabled for less than three (3) months, another valid Temporary Disability claim is seen as a continuation of the previous period of Temporary Disability. You will not pay premiums while receiving payment of the Temporary Disability benefit. This benefit ceases at age sixty five (65).

Retrenchment benefit

A Retrenchment benefit is paid when your employment is terminated due to the operational requirements of your employer. A Retrenchment benefit will be paid as a monthly instalment equal to the monthly instalment on the outstanding amounts on your account as at the date of your retrenchment. We pay up to a maximum of twelve (12) instalments with the proviso that we will review the matter at the end of the first six (6) months. You will not pay premiums while receiving payment of the Retrenchment benefit. During payment of the Retrenchment benefit, cover for the other benefits continue. A Retrenchment benefit may be claimed more than once during the cycle of the Plan. If we have settled a previous Retrenchment benefit claim by paying twelve (12) months' instalments, the Retrenchment benefit will continue and will only pay out again if you have been in full uninterrupted employment for the six (6) months prior to your new retrenchment date. This benefit ceases at age sixty five (65).

We will not pay a Retrenchment benefit if

- You did not have your current job for at least six (6) months before you were retrenched
- You lose your job in the first six (6) months of the previous claim payment
- We will not pay a claim that results from you being in a position to influence the retrenchment decision
- We will not pay a claim that results from the termination of your employment being based on you being employed on a contract basis, you being self-employed and/or you being employed in a family-owned business
- We will not pay a claim that results from the termination of your employment being based on your resignation, your early retirement, a voluntary retrenchment or your dismissal due to misconduct.

Critical Illness benefit

A Critical Illness benefit will cover all major body systems if diagnosed with a specific illness, suffering from a specific condition or undergoing a specific procedure as per the defined insured events. The claim payouts will be 100% irrespective of the severity. The Critical Illness benefit will settle the total outstanding amount on your account with us at the date of your Critical Illness. This payment shall exclude any amount that you pay in late or any interest charges due to that late payment. The benefit paid will include interest that we will pay from date of diagnoses to the date of payment.

Please refer to the website www.woolworths.co.za/wfs for the full list of illnesses defined as a critical illness.

ADDITIONAL DEATH COVER

Additional Death benefit is optional cover that you may take out with the Comprehensive Cover. If this is taken out, we will, on your death, pay R20 000 to your nominated beneficiary or your estate if a beneficiary has not been nominated.

This amount is not influenced by any outstanding amount of any of your accounts that you may have.

CHOOSING YOUR BENEFICIARY

A beneficiary is the person who you will nominate to, on your death, receive the stipulated amount of R20 000. You should provide us, in writing or by phone (in a recorded conversation) with the names and details of your nominated beneficiary. You may also change or cancel your beneficiary nomination, in writing, at any time by giving us notification of such change. What happens to the Additional Death benefit if the Plan is cancelled before I die? The benefit will cease.

HOW WILL CLAIMS BE SETTLED?

We will settle a claim on receipt of all the necessary documentation in support of your claim. We will use the benefit towards paying your debt on the relevant account. In the event of your death, if the Additional Death benefit has been taken out, the nominated beneficiary is expected to provide us with all the necessary documentation in order to receive the R20 000.

WHAT WILL HAPPEN WITH MY PLAN WHEN I REACH THE AGE OF 65?

When you attain the age of sixty five (65), you will only be covered for the Death and Critical Illness benefits. We will communicate this change to you when you attain the age of sixty five (65).

WHEN WILL WE NOT PAY A CLAIM?

There are benefit specific events for which we will not pay a benefit and these have been detailed. Generally, we will not pay a benefit when:

- any injury is willful and intentional
- if you commit suicide or attempt to commit suicide within two (2) years after the cover start date
- where there is a pre-existing condition
- you commit any criminal act

Fraud: In the event that you have committed an act of fraud in respect of this Plan, there will be no payment of benefits, the Plan will be cancelled from inception and all premiums will be forfeited.

Non-Disclosure and Misrepresentation: If any material information has been withheld or any information that has already been disclosed appears to be false or incorrect, we reserve the right to invalidate the Plan and all premiums paid will be forfeited.

In the event of you submitting a claim, we may suspend your ability to use the accounts (Store Card, Credit Card or Personal Loan).

CAN YOU TRANSFER THIS PLAN TO SOMEONE ELSE?

You may not transfer the rights or the obligations under this Plan to anyone else by cession or assignment.

WHAT IS YOUR COOLING-OFF PERIOD?

If you are not satisfied with the cover under this Plan, you have a thirty (30) day "Cooling-off Period" from the cover start date within which you can cancel the Plan. Any premium that you have paid will be refunded less any administration costs incurred.

CAN THIS PLAN BE CANCELLED?

This Plan may be cancelled by you giving us written or telephonic notification. The cancellation of the Plan will terminate any entitlement or claim to any of the benefits under this Plan.

HOW TO SUBMIT A CLAIM

On the happening of an insured event, please contact us in one of three ways:

- Visit a Woolworths store and ask Customer Services to connect you with the Woolworths Financial Services Claims Contact Centre
- Call our Contact Centre at 0861 50 20 20
- Email Us at insuranceclaims@wfs.co.za

QUESTIONS? COMMENTS? CHANGES TO THE PLAN?

In order to make any changes to your Plan (including amendment of details, changing the beneficiary and cancellations), please contact the following:

Customer Services Department

Tel: 0861 50 20 20

Fax: 021 407 9665

COMPLIANCE MATTERS

We have Professional Indemnity Insurance and we receive an annual dividend from Absa Life in terms of a cell captive agreement.

WHERE TO GO IN THE EVENT OF A DISPUTE

If you believe that you have not been treated fairly in respect of a claim or indeed any other aspect of this Plan, you have the right to approach the following independent office:

The Ombudsman for Long Term Insurance

Private Bag X45, Claremont, 7735

Share Call: 0860 103 236

Tel: 021 657 5000

Fax: 021 674 0951

Email: info@ombuds.co.za

For disputes that are advice related, please contact:

The FAIS Ombudsman

PO Box 74571, Lynwood Ridge, 0040

Share Call: 0860 324 766 (0860 FAISOM)

Tel: 012 470 9080

Fax: 012 348 3447

Email: info@faisombud.co.za

Woolworths Financial Services

Feel free to contact us so we can assist with your enquiries.

Customer Services - contact our Customer Services Department to nominate beneficiaries, make changes to your contact details, cancel your policy or any other general enquiries regarding your policy.

CALL **0861 50 20 20**
EMAIL **financialservices@wfs.co.za**

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