

## **THE HUB CLUB CUSTOMER PROTECTION POLICY "GROUP POLICY NUMBER: CREDIT LIFE" THE HUB OPTIONAL INSURANCE TAKEN OUT AT THE PRINCIPAL INSURED'S CHOICE**

### **1. Insurer**

This Policy is underwritten by Guardrisk Life Limited (1999/013922/06) ("Guardrisk" or "the Insurer").

### **2. Type of Policy**

Long-term insurance: The Hub Customer Protection Plan in the event of death (accidental and natural death). This is a credit insurance product under the National Credit Act 34 of 2005.

The maximum benefit for settlement is R15,000-00.

### **3. Definitions**

Words importing the singular shall include the plural and vice versa; words importing a gender shall include the other gender.

"Accident" means the sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury.

"Accidental Death" means Bodily Injury which (directly and independently of any other causes) results in a Claim Event within 31 (thirty-one) days from the date of Bodily Injury and shall exclude Natural Death.

"Administrator" shall mean The Hub (Pty) Ltd with registration number Reg No.2004/033029/07 and FSP No 38683 ("Administrator" or "The Hub").

"Balance of Indebtedness": means the outstanding balance owed by the Insured to The Hub under and in terms of his/her Hub Account at the date of the Claim Event of the Insured;

"Bodily Injury" means physical bodily injury to the Insured caused by an Accident. Bodily Injury shall be deemed to include death by starvation, thirst and/or exposure to the elements.

"Claim" means, unless the context indicates otherwise, a demand for policy benefits by a Claimant, irrespective of whether or not the Claimant's demand is valid, made by submitting a completed claim form with supporting documentation to the Administrator.

"Claim Event" means the insured risk, namely the death of a subscribing and paying member of the Hub Club;

"Claimant" means a person who makes a claim in relation to this Policy.

"Commencement Date". means the date when this Policy starts and is effective, being the date that the take-up of this insurance product is captured on The Hub's credit facility system OR the date on which the 1st premium is received by the Insurer (whichever is the earlier);

"Credit Life Insurance" has the meaning assigned to it in the National Credit Act;

"Day" means a 24 (twenty-four) hour period, and "Days" has a corresponding meaning. Day shall also include a "Business Day" which is any day excluding a Saturday, Sunday or public holiday.

"Death" means the Accidental Death or the Natural Death of the Insured.

"End Date" means the last day of this insurance cover as defined in Section 8 and 13 (Cessation or Cancellation).

"Exclusions" means the losses or risk events not covered under this Policy.

"Hazardous Pursuit" flying other than as a fare paying passenger, hang-gliding, ballooning, land and water based motor arcing, winter sports, sub aqua diving, mountaineering, and any other activity which would reasonably be expected to enhance the chance of a claim under this Policy.

“Hub Financial Services” shall mean the Hub (Pty) Limited, which is the administrator of the scheme.

“Insured” shall mean a subscribing and paying member of The Hub Club member, named in the Schedule and upon whose life the payment of the benefit is contingent upon the happening of a Claim Event as described in this Policy. The Insured shall also be required to be employed full time, who lives and has the right to reside permanently in South Africa, who pays the premiums as part of the Hub Club fee and who agrees and keeps to the terms and conditions of this Policy.

“Insurer” means a long-term insurer, namely Guardrisk Life Limited with Registration Number 1999/013922/06 and FSP Number 76.

“Master Policy” shall mean this comprehensive document governing the rules, terms and conditions pertaining to this scheme underwritten by Guardrisk, together with addenda and schedules/endorsements where applicable.

“Monthly Instalment” means the amount you pay as part of your monthly Hub Club fee for this Policy.

“National Credit Act” means the National Credit Act 34 of 2005.

“Natural Death” means death that is not Accidental Death.

“Period of Insurance” means the period between the Commencement Date and the End Date for which the Insured has paid the Monthly Instalment and the Insurer has agreed to accept it. The first period of insurance begins at the Commencement Date and all periods of insurance must be consecutive.

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

“Policy” means The Hub Customer Protection Plan Group Policy.

“Policyholder” means The Hub.

“Repudiate” means, in relation to a Claim, any action by which Guardrisk rejects or refuses to pay a Claim or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim:

- in respect of a loss event or risk not covered by this Policy, and
- in respect of a loss event or risk covered by this Policy, but the premium or premiums payable in respect of this Policy are not paid and;

“Repudiation” shall have a corresponding meaning.

“Review date” shall mean the anniversary date of the specific addenda, where applicable, at which date, or such other date, or at such intervals as described therein, Guardrisk may review the premium rate and any other conditions as deemed necessary.

“Variation” means any act that results in a change to:

the premium;  
any terms;  
any condition;  
any policy benefit;  
any exclusion; or  
the duration of this Policy  
and “Vary” and “Variations” have a corresponding meaning.

#### **4. Operative Clause**

In return for the timeous and prior payment of the required monthly premium by the Insured and receipt thereof by the Insurer and subject to the terms of this Policy (including all Exclusions and any Waiting Period), on the occurrence of the Claim Event, the Insurer will settle the Balance of Indebtedness under the Insured’s The Hub Account as at the date of the Claim Event up to a maximum of R15,000-00.

#### **5. Claim Event**

BENEFITS PAYABLE:

##### **5.1 Life Cover**

If the Insured passes away during the period of insurance, the Insurer will settle the Balance of Indebtedness on the HUB account at the date of the Claim Event up to a maximum of R15,000-00.

#### **6. General Exclusions**

What we do not pay for:

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We will not pay any benefit if Your Death arises directly or indirectly from any of the following:

- i. Wilful self-inflicted injury or suicide;
- ii. Any pre-existing condition You were aware of that affected You in the 12 months preceding the Commencement Date of this Policy;
- iii. War, riot, radioactive contamination, nuclear accidents and similar risks;
- iv. Your participation in any criminal act;
- v. You being under the influence or above the legal limit of alcohol intake or drug abuse;
- vi. Your participation in hazardous activities such as mountain climbing, bungee jumping and speed racing;
- vii. Refusing medical treatment as recommended by Your own medical practitioner.

What we will pay:

If you should die, we will pay the outstanding balance of your Hub account at the date the insured event occurred up to the maximum benefit payable as detailed under clause 4:

- i. Less any monthly instalments more than 3 months in arrears;
- ii. Less any purchases made, after the insured event has occurred, by the card holder or any supplementary card holder;
- iii. Less any amount owing in excess of the maximum benefit payable under the policy.

## **7. Premium Payment**

The premium payable is due monthly. Premiums will be reviewed and increased annually. Notice of premium increase will be issued 31 days' prior to such increase taking effect.

The premium will form part of The Hub Club fee and the premium is due monthly. If payment of the full premium is not received by the Administrator by the due date, this Policy and its insurance cover shall end at midnight on the last day of the last month for which a full premium has been received. If a premium is not paid on its due date, a grace period of 31 (thirty-one) days will be provided for the premium to be paid. If the premium remains unpaid for a period longer than the grace period, this Policy and its insurance cover shall end and no benefits will remain in force.

## **8. Cessation of Cover**

Your insurance cover under this Policy will end and no further benefit will be payable, or remain in force, as soon as one of the following occurs:

- a benefit is paid in respect of death;
- You cease to continue your Hub Club membership;
- You fail to pay the monthly Hub Club fee;
- You give written notice of cancellation (by providing a 30 day notice period); and
- We advise you that Your insurance cover has been cancelled by providing a 31 day notice in writing.

## **9. Claims Notification Procedure**

Any claim under this Policy must be made within 3 (three) months of the Claim Event; otherwise the Claimant will have to provide the Administrator with an affidavit, detailing the reasons for late submission of the Claim. The Claim may be Repudiated unless there are extenuating circumstances that prevented timely notification.

When making a Claim, the Claimant must go to the closest The Hub store and hand in the fully completed claim form with the documents listed below. The costs for obtaining any of the required documentation to prove a claim exists will be borne by the Claimant/Insured.

### **9.1 Standard Claim Documents:**

- Fully completed Claim Form.
- Certified ID copy.

### **9.2 Supporting Documents:**

#### **9.2.1 In respect of DEATH:**

- certified copy of the deceased's death certificate

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- certified copy of the deceased's identity document
- certified copy of the Claimant's identity document
- copy of DHA-1663 (4 pages)
- copy of police report if death due to unnatural causes or any additional evidence in support thereof.

Claims must be reported / lodged by contacting the following:

- Fax number: 0866 09 69 18; and
- Telephone number: 0861 88 88 99 and
- Email: HubFinancialServices@hub.co.za

For general queries, the Claimant must call the Customer Care share call number which is: 0861 88 88 99.

If the Claimant disputes Guardrisk's Repudiation or rejection of her/his claim (which the Administrator does on behalf of Guardrisk), the Claimant has 90 (ninety) days from the date of receipt of the rejection letter to appeal this decision in writing to Guardrisk (contact details per the Statutory Notice attached to this Policy). If the appeal is not successful or the dispute is not resolved at the end of this 90 (ninety) day period then the Insured/Claimant has an additional 6 (six) months to institute legal action against Guardrisk by serving summons on it, failing which Guardrisk is no longer liable in respect of the Claim.

If any complaint to the Administrator or Insurer is not resolved to the Insured's/Claimant's satisfaction, the Insured/Claimant may submit a complaint to the relevant Ombudsman Scheme (see the Statutory Notice for the Ombudsman's contact details.)

Notification of all Claims that are submitted to the Administrator under this Policy shall be made to Guardrisk by the Administrator, on behalf of the Insured or Claimant.

A Claim shall not be payable by Guardrisk, if the conditions set out in this paragraph 10 are not complied with.

#### **10. Misrepresentation**

This Policy shall be voidable in the event of misrepresentation, mis-description or non-disclosure by or on behalf of the Principal Insured of any particular which is material to Guardrisk's assessment of the risk, in which event any and all premiums so paid or payable shall be forfeited to Guardrisk.

It is the responsibility of the Principal Insured to let the Administrator know if any of her/his circumstances change and where this could affect the outcome of a potential Claim and/or invalidate this Policy and its benefits.

#### **11. Surrenders**

This Policy does not accrue a surrender, loan or paid-up value.

#### **12. Condition Precedent**

Strict compliance by the Insured with all the provisions, conditions and terms of this Policy shall be a condition precedent to liability on the part of Guardrisk hereunder.

#### **13. Cancellation**

This Policy can be cancelled by the Insured within 60 (sixty) days of the date of receipt of this Policy and Disclosure Notice, or from a reasonable date on which it can be deemed that this Policy and Disclosure Notice was received (provided that no benefit has yet been paid or claimed or the event insured against has not yet occurred) by giving notice in writing to Guardrisk, care of the Administrator. In the event that this Policy is cancelled within this 60 (sixty) day cooling off period, the Principal Insured will receive a refund of her/his premiums.

After this 60 (sixty) day cooling off period, this Policy may be cancelled by the Principal Insured giving 30 (thirty) days notice in writing to Guardrisk, care of the Administrator or it may be cancelled by Guardrisk giving no less than 31 (thirty one) days' notice in writing to the Principal Insured at the latter's last known address. Cover will end at midnight on the last day for which the premium has been paid. In the event that this Policy is cancelled after the expiry of the cooling off period, the premiums will not be refunded to the Principal Insured.

Guardrisk may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action it considers necessary in order to comply with the law or stop undesirable or criminal activity.

#### **14. Policy Variations**

Guardrisk may Vary this Policy upon giving the Administrator written notice of such intention at least 31 (thirty one) days before any premium rate adjustment, and 31 (thirty one) days before any other Policy Variation, unless the amendment is to increase the Policy benefits without increasing the premium, in which case no advance notice will be required. The Administrator must inform the Principal Insured of any material Variation. Any Variations will be binding on Guardrisk, the Administrator and the Insured and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent to the Principal Insured via post, email or SMS.

#### **15. Fraud**

If any Claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Principal Insured or anyone acting on her/his behalf to obtain any benefits under this Policy, all benefits including premiums paid under this Policy shall be forfeited.

In addition, in the event of misrepresentation, mis-description or non-disclosure by or on behalf of the Principal Insured of any particular material to the assessment of the risk, all benefits including premiums paid under this Policy shall be forfeited. Guardrisk will be entitled to take any action deemed necessary in such instances and reserve the right to claim back any benefit already paid.

#### **16. Jurisdiction and Governing Law**

Only the courts of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this Policy and the law of South Africa shall apply to this Policy.

The parties hereby consent to the jurisdiction of the High Court of South Africa (South Gauteng Division, Johannesburg), in respect of all claims and causes of action between them, whether now or in the future, arising out of or in respect of this Policy.

#### **17. Indulgence, Leniency or Extension**

No indulgence, leniency or extension of time which the Administrator or Guardrisk may grant or show to the Principal Insured, shall in any way prejudice the Administrator or Guardrisk, or preclude the Administrator or Guardrisk, from exercising any of their rights in the future.

#### **18. Commission or Other Remuneration Payable to the Administrator**

Binder Fee = 30%

#### **19. Assignment**

Except for the cession and assignment by you to the Administrator as per the Policy, neither the Policy nor any of the rights granted therein shall be capable of further assignment nor shall any claim under a Policy be capable of being further ceded. No person or company other than the Administrator, acting under the cession contained herein, shall be entitled to any rights against the Insurer in respect of a Policy nor shall any persons or company other than the Administrator acting as aforesaid, be entitled to make any claim or demand on the Insurer under or in respect of a Policy.

#### **20. Processing and Protection of Personal Information**

- 20.1 The Insured acknowledges and consents to the Administrator and Guardrisk processing his/her Personal Information:
- 20.1.1 to enter into this Policy and for purposes of administering this Policy and complying with his/her instructions; and
  - 20.1.2 for the purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities.
- 20.2 The Insured has the right to access his/her Personal Information held by the Administrator or Guardrisk, during office hours and within a reasonable time after receiving such a written request for access.
- 20.3 The Administrator and Guardrisk will only keep the Insured's Personal Information for as long as necessary or required by law.
- 20.4 The Administrator or Guardrisk may transfer its rights or obligations under this Policy to a third party without the Insured's consent and without notice. In such event, the third party will then process the Insured's Personal Information.
- 20.5 The Insured may update his/her Personal Information at any time by calling the Administrator.

#### **21. Legal Assist**

##### **21.1 Legal Assistance Helpline**

The service provides legal assistance. The service is provided by qualified lawyers on any aspect of the law. The service consists of the following:

- 21.1.1 Telephonic legal advice
- 21.1.2 A free 30 minute telephonic consultation with a lawyer, provided during office hours.

The service is available by calling the Legal Assistance helpline on 0861 88 88 99.

#### **22. Treating Customers Fairly**

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The Administrator has created a superior solution – encompassing products, processing and service – tailored to each of its customers' requirements. The Administrator will, at all times, deliver a superior customer experience, simplifying and improving its customers' lives. The Administrator will achieve this through a motivated team of skilled people, absolute fairness in its treatment of its customers and partners and complying with the principles and outcomes of Treating Customers Fairly. These are:

- You are confident that your fair treatment is key to the Administrator's culture
- Products and services are designed to meet your needs
- The Administrator will communicate clearly, appropriately and on time.
- The Administrator is not licensed to give advice. Queries regarding advice must be referred to Guardrisk.
- The Administrator's products and services meet your standards and are of an acceptable level
- There are no barriers to access the Administrator's services or to switch providers, amend policy details, lodge any complaints or make a claim.