

Denis Sports Protector Plan Policy Document and Disclosure

RUGBY

We at Denis are pleased to bring you the Sports Protector Plan. We have sourced experts in the insurance industry in order to put together this package for you. This enabled us to achieve the most cost effective and relevant insurance plan that suits your needs as a rugby player. In doing so, we have put together a dental benefit as well as a death and trauma benefit. These benefits are underwritten by the experts in their respective fields.

Underwriter/Insurer

Your dental benefit is underwritten by Guardrisk Insurance Company Limited ("Guardrisk"). Guardrisk is an authorised financial services provider. The details of your dental cover are covered under section A of this document.

Your death, spinal cord injury and traumatic brain injury benefits are underwritten by Momentum Group Limited ("Momentum"). Momentum is an authorised financial services provider. The details of your death, spinal cord injury and traumatic brain injury are covered under section B of this document.

The term 'insurer' or 'insurers' used throughout this document refers to Guardrisk and/or Momentum as applicable.

Your Intermediary and Administrator

Your intermediary is Denis Insurance Administrators (Pty) Ltd ("DIA"), an authorised financial services provider. Denis is also the administrator of this product. They will be your first point of contact should you have any queries, complaints or claims. You can call Denis on **0860 104 940**. Further contact details are listed at the end of this document.

Operative Clause

In return for the timeous payment of the required monthly or annual premium and subject to the terms and conditions of this policy, you will be paid a lump sum benefit on occurrence of the specific condition or event:

BENEFITS TABLE

Condition or Event	Likely Treatment	Cover	Details of Benefit
Chipped tooth	Dental Filling	R300 per tooth	Section A
Fractured tooth	Root canal and crown	R3,000 per tooth	Section A
Tooth knocked loose	Splinting	R1,000 per event	Section A
Tooth knocked out	Implant or bridge	R5,000 per event	Section A
Jaw fracture	Surgery	R15,000 per event	Section A
Spinal cord injury	Surgery, rehabilitation	R100,000 once off	Section B
Traumatic brain injury		R100,000 once off	Section B
Death		R100,000 once off	Section B

The rules for each event are described in this document under the indicated section. Claims are valid once a diagnosis has been made by the required medical or dental practitioner.

SECTION A – DENIS DENTAL INSURANCE

This section describes your dental benefits and explains the necessary requirements for a valid claim. Denis Dental Insurance is not a medical aid and the cover is not equivalent to that of a medical scheme. It is an insurance policy offering financial benefits for defined sports related traumatic events.

BENEFIT DEFINITIONS

If any of the following events happen by accident, the amounts listed in the table on page 1 will be paid provided that all other necessary requisites are met. An accident only relates to an event where an external force causes the event. For example: a fall where forceful contact is made between the teeth and a hard surface, or where a hard object strikes the teeth resulting in the fracture.

Chipped tooth: A small piece of a tooth broken off and the nerve of the tooth is not damaged.

Fractured tooth: At least 50% of the visible portion of the tooth is lost where the dental nerve is permanently damaged.

Tooth knocked loose: Where a tooth has been accidentally knocked to the extent that its position in the socket is visibly altered in relation to the other teeth but where it is not completely knocked out of the jaw bone.

Tooth knocked out: The tooth is accidentally knocked out of the socket by the external force and for various reasons cannot be replaced into the socket and is therefore irretrievably lost.

Jaw fracture: A fracture of the mandible, maxilla or zygoma.

BENEFIT RULES

An x-ray or diagnostic photograph of the damaged tooth may be requested by Denis in order for a claim to be admitted. Further to that, a written report describing the accident must be supplied with the claim.

COMMISSION

Commission of 20% of the premium for this benefit is payable to Denis Insurance Administrators (Pty) Ltd which is inclusive of broker commission.

SECTION B – MOMENTUM INSURANCE

This section describes your death, spinal cord and traumatic brain injury benefits.

BENEFIT DEFINITIONS

Spinal Cord Injury: An injury to the nerves of the spinal cord that results in paralysis i.e. loss of use of legs and lower body (paraplegia) or paralysed from the neck down (quadriplegia). This must be confirmed by a specialist physician.

Traumatic Brain Injury: An injury that causes damage to the brain with no possibility of improvement in the future which results in:

- The irreversible loss of the ability to express yourself by speech, writing or signs or;
- You being unable to care for yourself and requiring constant assistance with personal care or;
- Total complete and permanent paralysis of the cranial nerve or;
- You being in a coma for at least 96 hours with a Glasgow Coma Scale reading of 9 or less. A coma is defined as a state of unconsciousness not induced by sedation with a pre-sedation with no reaction to external stimuli or internal needs. You must be dependent on life support systems such as ventilators and/or intravenous nourishment.
- Permanent impairment of intellectual capacity with severe memory loss (short term or long-term).

Any of the above conditions must be certified by a specialist or neurologist with sufficient medical evidence.

Death: This must be caused directly and solely by a bodily injury and must not be related to your state of health. Death must happen within 60 days of the event in order for it to be classified as accidental.

Once a claim pertaining to any of the benefits mentioned in this section is admitted, all of the benefits in this section will fall away and no further claims can be made against these benefits.

COMMISSION

Commission of 9.75% of the first annual premium for this benefit is payable to Denis Insurance Administrators (Pty) Ltd which is inclusive of broker commission.

Section C – General Policy Rules

SCOPE OF COVER

The events listed under Section A and B must be a direct result of playing rugby during a practice session or a game that was played on a rugby field and must have been sanctioned by your registered club or school.

MOUTH GUARD

A custom made sports mouth guard is included in the cost of each policy and on request each year on policy renewal. Denis appointed clinical staff will be directed to the insured at the place of rugby practice. Dental impressions of the insured will be taken at the place of practice and the final mouth guard will be shipped to the same location within three weeks. These impressions visits will only occur where 15 or more insured individuals are gathered at one place and time.

In order for any claim under any benefit to be valid, you had to have been wearing a mouth guard while playing rugby when the event that caused the claim occurred.

CLAIMS PROCESS

A claim may only be submitted AFTER a diagnosis by a registered dental health care provider or applicable doctor has been completed. You or your beneficiary (in the case of your death) should notify Denis within 3 months. All benefits in respect of valid claims will be paid to you (or to your beneficiary should you die) provided that the insured is in good standing.

For all dental related claims, the claimant must submit a valid diagnostic report or treatment invoice from a registered dental practitioner. Dental invoices may be submitted directly by mail or fax to Denis (details at the end of this document).

The claim administrator may request clinical documentation and/or evidence to support any claim.

A claim notification may be made telephonically by calling **0860 104 940**. You will need your policy number and supporting documents to be available.

PREMIUM PAYMENT

The premium is payable monthly or annually (as applicable) and is subject to review. The premium will be debited monthly or annually (as applicable) to the Insured's bank account or a stop order will be made to Denis Distribution International's account by the Insured. The premium is due in advance. The Commencement Date of the policy will be the first of the month after which the first premium was deducted and received. If it is not received by the Administrator by the due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the last month for which a premium has been received. The Administrator shall not be obliged to accept any premium tendered to it after the Commencement Date provided that premiums due with effect from the second month of the currency of this Policy will be accepted if paid within 15 days of the due date. If your premium is paid annually, you are covered for a period of one year from the date that we receive the first premium. You cannot cancel this benefit within that year. Further to that, the premium is not refundable in any way.

POLICY TERMINATION

Cover under this Policy shall cease on the day that:

- a) the premiums that are due are unpaid (and as provided for in the above Premium Payment clause);
- b) the Policyholder dies or claims successfully under the spinal cord injury or traumatic brain injury benefit;
- c) the Insurer provides 30 (thirty) days written notice of cancellation to the policyholder at the latter's last known address;
- d) the Policyholder provides 30 (thirty) days written notice for cancellation to the Administrator; or
- e) the Policyholder reaches the maximum expiry age of 65 (sixty five),

whichever of the aforementioned events occurs first.

REPUDIATION OF CLAIMS

The insurer and not the Administrator must give reasons for repudiating your claim. Where the Insured/claimant disputes the rejection of the claim, the Insured/claimant has 180 (one hundred and eighty) days from the date of the rejection letter to make representations to the insurer in respect of this decision. If the dispute is not resolved then the Insured/claimant can escalate the matter to the relevant Ombud at any stage whose details are listed at the end of this document.

MISREPRESENTATION

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured of any material particular, to the insurer, in which event, any and all premiums paid shall be forfeited.

NO SURRENDERS OR CESSIONS

This Policy may not be surrendered, assigned or transferred.

CONDITION PRECEDENT

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

POLICY AMENDMENTS

The insurers may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least one (1) month before any premium rate adjustment, and 3 (three) months before any other Policy amendment. The Administrator must inform the Principal Insured of any material amendment of the terms and conditions.

VALUE ADDED TAX

All sums insured, amounts and limits reflected in this Policy are inclusive of VAT.

FRAUD

If any claim under this Policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefits under this Policy, all benefits under this Policy in respect of such claims shall be forfeited and all premiums paid shall be forfeited. The policy and benefits will be cancelled thereafter.

JURISDICTION

Only the courts of the Republic of South Africa shall have jurisdiction to entertain any claims arising out of or in respect of this Policy and the law of the Republic of South Africa shall apply to this Policy. The parties hereby consent to the jurisdiction of the Witwatersrand Local Division of the High Court 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.

PAYMENTS

All payments are to be made in the currency of the Republic of South Africa.

PARTIES INVOLVED

The Intermediary and Administrator

The Administrator, Denis Insurance Administrators (Pty) Ltd, is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP no. 26/10/36026) Denis should be your first point of contact should you have any queries, complaints or claims.

Post: PO Box 114, Century City, Canal Walk, 7446

Telephone: 0860 104 940

Fax: 021 5285861

Compliance Officer: Sterling Compliance Services: 021 915 5000

The Administrator is a company incorporated in terms of South African company legislation. It performs services as an intermediary under the Short Term Insurance Act, Long Term Insurance Act and Financial Advisory and Intermediary Services Act, entering into short-term and long-term policies. It has an agreement with Guardrisk, a cell captive insurer, and Momentum and has the necessary mandates to act on behalf of Guardrisk and Momentum. No professional indemnity insurance is in force

Guardrisk

Guardrisk is an Authorised Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act (FSP no. 26/10/75)

Post: P.O. Box 786015, Sandton, 2146

Telephone: 011 669 1000 / 021 401 9929

Fax: 011 669 1931 / 021 415 4741

Compliance Officer: available on above numbers.

Momentum

Momentum is an Authorised Financial Services and Credit Provider in terms of the Financial Advisory and Intermediary Services Act (FSP no. 6406)

Post: PO Box 7348, Centurion, 0046

Telephone: 0861 362 227

Fax: 012 675 3934

OTHER MATTERS OF IMPORTANCE

You, the Insured, must be informed of any material changes in the detail provided above about the Administrator, Guardrisk and Momentum. If the information about the Administrator, Guardrisk or Momentum was given orally, it must be confirmed in writing within 30 (thirty) days.

If any complaint to the Administrator and/or Guardrisk is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short Term Insurance. If any complaint to Momentum is not resolved to your satisfaction, you may submit the complaint to the Long Term Insurance Ombud.

A 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.

If the premium is paid:

- a) it may only be in favour of one person and may not be transferred without your approval; and
- b) The insurer must inform you at least 30 (thirty) days before the cancellation thereof, in writing of its intention to cancel such debit order;
- c) The insurer may not cancel your insurance merely by informing the Administrator. There is an obligation to make sure the cancellation notice has been sent to you;
- d) You are entitled to a copy of this Policy document free of charge.

If it is taken for granted that once you have received this document, you have read and understood the contents of this Policy.

Warnings to Insured:

- Do not sign any blank or partially completed forms.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make a note as to what is said to you.
- Do not be pressurized to buy the product.
- Incorrect information or non-disclosure by you of relevant facts may influence the Insurer Administrator regarding any claims made.

COMPLAINTS PROCEDURE

If any insurance complaint to the Administrator or Insurer is not resolved to your satisfaction, you may submit the complaint to the following regulators:

The Short Term Insurance Ombudsman – complaints about the benefits listed in Section A of this document (Guardrisk).

P O Box 32334, Braamfontein, 2017

Tel: 011 726 8900, Share call: 0860 726 890, Fax: 011 726 5501

E-mail: info@osti.co.za

Website: www.osti.co.za

The FAIS Ombud – complaints in respect the advice that you were given.

P O 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

The Registrar of Short Term Insurance - (Financial Services Board) if any complaint to the Administrator or Guardrisk is not resolved to your satisfaction

P O Box 35655, Menlo Park, 0102

Tel: 012 428 8000

Fax: 012 347 0221

The Ombudsman for Long Term Insurance – complaints about the benefits listed in Section B of this document (Momentum).

Private Bag X45, Claremont, 7735

Telephone: (021) 674 0330

Fax: (021) 675 0951

This contract is under South African law and you have the full rights implied by that.

Important Notes on Claiming

Claim line: 0860104940 (have your policy number ready)

Website: www.denisinsurance.com

Email: claims@denisinsurance.com

Fax: 021 528 5861

Postal address: PO Box 114, Century City, 7446

How to claim

You must supply one of the following:

A treatment invoice if you have already been treated by a dentist or

A treatment plan showing what treatment is required and why, or

An accident report detailing what has happened