



**Policy Document for  
Accident and Emergency  
Dental Insurance**



# EMBEDDED DENTAL ACCIDENT INSURANCE POLICY

## OPTIONAL DENTAL INSURANCE

### 1. UNDERWRITER:

This Policy is underwritten by Guardrisk Insurance Company Limited (1992/001639/06), a licenced non-life insurer ("Guardrisk") FSP No. 75.

### 2. TYPE OF POLICY:

Non-Life Insurance: dental cover.

### PLEASE NOTE

**The Accidental and Emergency Dental Insurance Plan is not a medical aid**, and the cover is not the same as that of a medical aid. This policy is not a substitute for medical scheme membership.

If, during the currency of this Policy, the Principal Insured suffers a Claim Event, Guardrisk shall pay the Principal Insured the monetary benefit as stipulated under the Benefit Schedule

It is within the sole discretion of the Principal Insured as to the way the benefits payments are used.

### DEFINED BENEFIT

Financial benefits for specific Accidental and Emergency Dental Claim Events

### 3. ADMINISTRATOR:

Essential Employee Benefits (Pty) Ltd (2015/130742/07), FSP No. 46244. In the event of general queries, the Administrator's Customer Services number is 010 513 7158

### 4. CLAIMS ADMINISTRATOR:

Denis Insurance Administrators (Pty) Ltd (2008/006234/07) ("DIA") or ("Claims Administrator") FSP No. 36026. Claims

### Administrator Contact Details:

- ▶ by electronic mail (email) to: [claims@denisinsurance.com](mailto:claims@denisinsurance.com)
- ▶ by phone Claims Administrator by calling 0860 104 940
- ▶ by post to DIA, P O Box 114, Century City, Canal Walk, 7446

### 5. COVER OPTIONS:

The Principal Insured may choose to take out a policy covering themselves only or take a Family cover policy. The Family cover policy includes the principal insured, his/her partner and cover for up to 4 children under the age of 2 years of age. The Schedule will confirm the option taken up and premium payable.

### 6. MEANING OF WORDS:

**ACCIDENT:** means an event where an external force causes

a Chipped Tooth, Fractured Tooth, or Knocked Tooth. For example, a fall where forceful contact is made between the teeth and a hard surface, or where a hard object (such as a cricket ball) strikes the teeth resulting in the fracture, chipped tooth. "Accident" includes the chewing of a hard object such as a bone or fruit pip which causes a Chipped Tooth.

**CHILD/CHILDREN:** means the Principal Insured's child who is under 21 (twenty-one) years old and shall include a natural child, legally adopted child or stepchild. The Principal Insured can nominate a maximum of 4 (four) Children under the Family Policy.

**CHIPPED TOOTH:** means where a small piece of the tooth has broken off and the nerve is not damaged because of an "Accident".

**CLAIM:** means unless the context indicates otherwise, a demand for benefits under this Policy by a Claimant, irrespective of whether the Claimant's demand is valid, made by submitting a completed and signed claim form, with supporting documents to the Claims Administrator, and "CLAIMS", shall have the corresponding meaning.

**CLAIMANT:** means a Person who make a Claim in relation to this Policy.

**CLAIM EVENT:** means the Diagnosis of a, Chipped Tooth, Fractured Tooth or Knocked Tooth, Oral Cancer, JAW Fracture, Dental Abscess, Dental Emergency, which occurs during the currency of this Policy. "CLAIM EVENTS" shall have a corresponding meaning and appear in bold where they are mentioned in this Policy.

**COMMENCEMENT DATE:** means the date on which this Policy starts and is effective.

**DECAY:** means the bacterial process of the demineralisation of the tooth structure and subsequent cavitation (creation of a hole) and/or lead to a dental abscess.

**DENTAL ABSCESS:** means a periapical (tip of the root) or other radicular (root) infection that results from a tooth related pathology (Decay or Fractured Tooth). "DENTAL ABSCESSSES" shall have the corresponding meaning

**DENTAL EMERGENCY:** means an event where the Insured has dental pain or infection and needs immediate relief which is not covered under any other benefit other than the Emergency Benefit.

**DENTIST:** means a validly registered dental practitioner (with a valid practice number), in terms of the South African Health Professions Council. The Dentist who confirms the Principal Insured's condition when a claim is made cannot be the Principal Insured, a relative or a close friend of the Principal Insured.

**DIAGNOSIS:** means the act of identification of a disease, illness, or problem by a registered Dentist, conducted by examining the Principal Insured

### DIAGNOSTIC

**REPORT:** means a report that indicates the existence of the condition, and which has been written by a Dentist.

Such report may contain an x-ray analysis or the x-ray itself or an intra-oral photograph, which clearly shows the condition. The minimum diagnostic report should contain the diagnostic description code (ICD-10) and, for benefits which involve a tooth, the relevant FDI (Fédération Dentaire Internationale – World Dental Federation) tooth number.

**EXCLUSIONS:** means losses or risk events not covered under this Policy.

**FRACTURED TOOTH:** means where at least 50% of the visible portion of the tooth is lost and where the dental nerve is permanently damaged because of an Accident.

**INSURED:** means the Principal Insured and / or the Partner and / or the Child or Children insured under this Policy.

**JAW FRACTURE:** means a fracture of the mandible (lower jawbone), maxilla (upper jawbone) or zygoma (cheek bone).

**KNOCKED TOOTH:** means either of the following events – **Tooth knocked loose** – where a tooth has been knocked because of an Accident 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 jawbone; or **Tooth knocked out** – where a tooth is knocked out of the socket because of an Accident and for any reason cannot be replaced into the socket and is therefore irretrievably lost.

**ORAL CANCER:** means cancer that has its origin in the mouth, including the tongue and includes only malignant tumours, characterized by the uncontrolled spread of malignant cells and excludes cancer that arises on the outside of the lips.

**PARTNER:** means the legal husband, wife or civil union spouse of the Principal Insured or a person who is in a permanent relationship with the Principal Insured and shares a home address with the Principal Insured. There can only be one Partner under this Policy at any point in time. The Partners age at the commencement date must not exceed sixty (60) years.

**PRINCIPAL INSURED:** means the Principal Insured life who takes out this insurance with the Administrator and who is a South African, whose application has been successful and whose minimum age is not less than 18 and maximum age at the Commencement Date does not exceed sixty (60) years of age.

**SALES AGENT:** Essential Employee Benefits (Pty) Ltd an authorised FSP (46244).

### INVOICE:

means an invoice containing details of the procedure performed, the Dentist providing the treatment, and a diagnostic description of the condition treated, which is needed to confirm the occurrence of a Claim Event.

**QUOTE:** means a quotation containing details of the procedure recommended by a Dentist, the Dentist who has made the recommendation and a diagnostic description of the condition to be treated, which is needed to confirm the occurrence of a Claim Event.

**VARIATION:** means any act that results in a change to the premium, any terms, any conditions, the Policy benefits, any exclusions or the duration of this Policy.

**WAITING PERIOD:** means 3 (three) months, starting from the commencement date of the policy which is applicable to the General Dentistry Event Cover benefits for severely decayed or damaged tooth/teeth and impacted wisdom tooth/teeth, Oral Cancer benefit. Cover is excluded for all pre-existing conditions. No Benefit is payable during the waiting period.

When a Partner/Child/Children are added after the commence date of the policy, the 3 (three) months waiting period will start from the date that the Partner/ Child/ Children is recorded by the administrator.

If this Policy is reinstated a waiting period equal to the unexpired portion of the Waiting Period will apply when the Policy reinstates.

### 7. OPERATIVE CLAUSE:

In return for the timeous payment of the required monthly premium, and subject to the terms and conditions of this Policy, Guardrisk will pay specific amounts to the Principal Insured on the occurrence of a Claim Event. These specific amounts are set out in clause 8 below.

Rules apply to each Claim Event, which are described in this Policy.

This Policy does not pay the Dentist or any other service provider. Benefits will be paid directly to the Principal Insured and may be utilised in whatever manner the Principal Insured chooses. Benefits are not determinable by any expenditure related to a Claim Event.

## 8. BENEFITS PAYABLE:

There are four benefits payable in terms of this Policy –

- ▶ a General Dentistry benefit,
- ▶ an Emergency Benefit
- ▶ an Accident Benefit
- ▶ a Value-Added Benefit.

Each Benefit includes one or more Claim Events. The benefits and Claim Events are summarised in the following table  
(NOTE: You need to read this Policy in full to understand the terms and exclusions relating to the different Claim Events and when they will be paid):

### BENEFIT SCHEDULE

Benefit	Claim Event	Waiting period	Standard Plan Payout	Enhanced Plan Payout
<b>General Dentistry</b>	Severely decayed or damaged tooth	3 months	R500 per tooth	R500 per tooth
	Impacted wisdom teeth	3 months	R1 000 per tooth	R1 000 per tooth
<b>Emergency</b>	Day to Day Event	None	R700 twice p.a.	R800 twice p.a.
	Dental Abscess		R2 000 per tooth	R2 500 per tooth
	Dental Emergency		R2 000 per event	R2 500 per event
<b>Accident</b>	Chipped Tooth	None	R700 per tooth	R 800 per tooth
	Fractured Tooth		R3 500 per tooth	R2 500 per tooth
	Knocked Tooth		R3 500 per tooth	R2 500 per tooth
<b>Value Added</b>	Oral Cancer	3 months	R15 000 per lifetime	R20 000 per lifetime
	Jaw Fracture	None	R15 000 per event	R20 000 per event

#### a. General Treatment Benefit

- I. For both Standard and Enhanced Plan severely decayed or damaged tooth with poor prognosis an amount of R500 (Five hundred rand). Paid once per tooth.
- II. For both Standard and Enhanced Plan Impacted wisdom teeth an amount of R 1 000 (one thousand rand). Paid once per impacted wisdom tooth.

#### b. Emergency Benefit

Subject to the terms and conditions of this Policy, Guardrisk will pay the following capital sums to the Principal Insured:

- i. For the Day-to-Day Standard Plan an amount of R700 (seven hundred Rand) per event and for the Enhanced Plan R800 (eight hundred Rand) per event. Both these benefits may only be paid out twice in a 12-month period. For tooth sensitivity and minor oral events.
- ii. For the Standard Plan, an amount of R2 000 (two thousand Rand) per tooth, and for the Enhanced Plan, an amount of R2 500 (two thousand five hundred Rand) will be payable upon the diagnosis of a dental abscess. This benefit may only be claimed and paid once per tooth within any consecutive five (5) year period, regardless of the number of roots or dental abscesses associated with that tooth, per insured person.
- iii. For the Standard Plan, an amount of R2 000 (two thousand rand) per tooth, and for the Enhanced Plan, an amount of R2 500 (two thousand five hundred rand) shall be payable upon the diagnosis of a dental abscess. The benefit may be claimed and paid only once per tooth within any consecutive five (5) year period, regardless of the number of roots or dental abscesses associated with that tooth, per insured person. No waiting periods are applicable to this benefit.

No waiting periods are applicable to this benefit.

#### c. Accident Benefit

Subject to the terms and conditions of this Policy, Guardrisk will pay the following capital sums to the Principal Insured:

- i. For the Standard Plan, an amount of R 700 ( ), and for the Enhanced Plan, an amount of R 800 per tooth shall be payable upon the diagnosis of a chipped tooth in the insured person. This benefit may only be paid out twice within any consecutive twelve (12) month period, per insured person.
- ii. For the Standard Plan, an amount of R2 000 (two thousand rand) per tooth, and for the Enhanced Plan, an amount of R2 500 (two thousand five hundred rand) shall be payable upon the diagnosis of a fractured tooth in the insured person.
- iii. For the Standard Plan, an amount of R2 000 (two thousand rand) per tooth, and for the Enhanced Plan, an amount of R2 500 (two thousand five hundred rand) shall be payable upon the diagnosis of a fractured tooth in the insured person. This benefit may only be claimed and paid once per tooth within any consecutive five (5) year period.No waiting period is applicable to this benefit.

No waiting period is applicable to this benefit.

#### d. Value Added Benefit

Subject to the terms and conditions of this Policy, Guardrisk will pay the following capital sums to the Principal Insured:

- i. Subject to the waiting period of three (3) months on the Standard Plan an amount of R15 000 (fifteen thousand rand), and on the Enhanced Plan an amount of R20 000 (twenty thousand Rand) once per life insured, on diagnosis of the Insured of Oral Cancer. This benefit is payable if the first diagnosis was made after the waiting period. The amount shall not carry interest and is only payable once during the term of the Policy, per Insured. On the date that the Claim for the Oral Cancer Benefit is accepted, there will be no further

Oral Cancer Benefit cover for the Insured in respect of whom the claim was accepted. The remaining benefits will continue until the Policy ends, subject to the conditions of the Policy, including the exclusions and lapsing provisions.

- ii. On the Standard Plan an amount of R15 000 (fifteen thousand rand) and on the Enhanced Plan an amount of R20 000 (Twenty Thousand Rand) per event on the diagnosis of the Insured of a Jaw Fracture

The Oral Cancer Benefit has three (3) months waiting period from the commencement date and or reinstatement date of the policy.

No waiting period applies to the Jaw Fracture Benefit.

### 9. SPECIFIC PROVISIONS:

- 9.1. The Emergency Benefit and Abscess benefit cannot be claimed together with any other benefit as concerns the same event for the same tooth number.
- 9.2. The Abscess Benefit is only payable once per tooth every five (5) consecutive year period, per Insured. This means that a claim for the Abscess Benefit cannot be made for the same tooth number, if the five (5) year period has not lapsed since the first treatment date of the Claim for Abscess Benefit occurring.
- 9.3. The Accident Benefit for Chipped Tooth can only be claimed twice per consecutive twelve (12) months period, per Insured.

### 10. PREMIUM:

The premium is payable monthly as specified in the policy disclosure, the premium and benefits are subject to review once every calendar year. The Principal Insured will be notified of any changes in premium. The Principal Insured authorises the Administrator to debit and collect the premium from her/his account and to pay it over to Guardrisk on her/his behalf in the amount as specified. The premium will be debited monthly to the principal insured's (bank) account and the premium is due monthly. Policy will be accepted if paid within 30 (thirty) days of the due date, failing which this Policy and its insurance cover shall lapse

### 11. CESSATION OF COVER:

Cover under this Policy shall automatically cease on the day that:

- ▶ The policy lapses - where 2 consecutive payments are outstanding for more than 31 days
- ▶ the Principal Insured dies.
- ▶ the Administrator ceases to participate in the Policy.
- ▶ the Policy terminates; or
- ▶ the Principal Insured reaches the age of 65 (sixty-five), whichever of the above events first occur.

### 12. CANCELLATION AND COOLING-OFF RIGHTS:

#### 12.1 Cooling Off Period

This Policy can be cancelled by the Principal Insured within 14 (fourteen) days of having received this Policy, or from a reasonable date on which it can be deemed that the Principal Insured received this Policy, (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. If this

Policy is cancelled within this 14 (fourteen) day cooling-off period, the Principal Insured will receive a refund of her/his premiums.

#### 12.2 Cancellation

After this 14 (fourteen) day cooling-off period, this Policy may be cancelled by the Principal Insured giving thirty-one (31) days' notice in writing to Guardrisk, care of the Administrator, or it may be cancelled by Guardrisk giving thirty (31) days' notice in writing to the Principal Insured at the latter's last known address. Cover will cease at midnight on the last day for which the premium has been paid.

### 13. CLAIMS NOTIFICATION PROCEDURE:

A claim may only be submitted AFTER a Diagnosis by a Dentist has been completed. A claim is only valid once a Diagnosis has been made by a Dentist.

The Claims Administrator must be notified of all claims within 3 (three) months of the Claim Event. If a matter is not reported to the Claims Administrator within 3 (three) months of the Claim Event, the Claims Administrator will have the discretion to reject any assistance.

Claim forms can also be obtained directly from the Claims Administrator by calling 0860 104 940. The Principal Insured must always have his / her policy number when contacting the Claims Administrator.

Alternatively, the Principal Insured may submit the claim directly to the Claims Administrator, at the following contacts:

- ▶ by post to DIA, P O Box 114, Century City, Canal Walk, 7446;
- ▶ by electronic mail (email) to: [claims@denisinsurance.com](mailto:claims@denisinsurance.com)

In addition, the Principal Insured must submit the following documents together with the claim form:

- ▶ a copy of the Principal Insured's green bar – coded identity document or identity card; and
- ▶ an Invoice; or
- ▶ a Quote; and
- ▶ an accident report or medical certificate indicating the nature of the external force (when claiming for the Accident Benefit).

Additional information may be required in the case of all benefits, including information from any bank regarding bank account details, and any Dentist or doctor or other person concerning the health of the Principal Insured before and during the currency of this Policy. A Diagnostic Report may be required when the Benefit is claimed.

In the event of general queries, the Administrator's Customer Services number is 011 784 4154. The Claims Administrator's number is 0860 104 940. For a copy of the Claims Administrator's Claims Process, please call the Claims Administrator at 0860 104 940.

### 14. REJECTION OF CLAIMS

In the event of a claim being rejected and a claim rejection letter sent and the Principal Insured disputes Guardrisk's repudiation or rejection of her/ his claim (which the Claims Administrator does on behalf of Guardrisk), the Insured/ claimant has 90 (ninety) days from the date of receipt of the rejection letter to appeal this decision in writing to Guardrisk.



Should the Insured/ claimant make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation., the Insured/ claimant has an additional 180 (one hundred and eighty) days to institute legal action against Guardrisk by serving summons on it, failing which Guardrisk is no longer liable in respect of the claim.

You may also lodge a complaint with the National Financial Ombud Scheme on the details below.

#### 15. MISREPRESENTATION:

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Principal Insured of any material information particular to Guardrisk, in which event all premiums so paid or payable shall be forfeited to Guardrisk. It is the responsibility of the 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.

#### 16. NO SURRENDERS OR CESSIONS:

This Policy may not be surrendered, assigned or transferred.

#### 17. 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 Guardrisk hereunder.

#### 18. POLICY AMENDMENTS:

Guardrisk may amend the terms and conditions of this Policy upon giving the Administrator written notice of such intention at least 31 (thirty) one days before any premium rate adjustment, and 90 (ninety) days before any other Policy amendment, 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 amendment of the terms and conditions.

The Insured may request amendments to the Policy at any time by directing these requests to their appointed intermediary or Insurer by way of post, fax, or email. Any such amendments shall be evidenced by the Insurer by issuing an updated Policy Schedule to the Insured or the Insured's intermediary by post, fax, or email detailing the amendments as requested by the Insured.

#### 19. VALUE ADDED TAX:

It is hereby agreed that all sums insured, amounts and limits reflected in this Policy are inclusive of VAT. In terms of a ruling issued by the South African Revenue Service, this Policy together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the Value - Added Tax Act 89 of 1991 respectively.

#### 20. 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 her/his behalf to obtain any benefits under this Policy, all benefits under this Policy, including premiums, shall be forfeited.

#### 21. JURISDICTION AND GOVERNING LAW:

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 High Court of South Africa, Gauteng Local 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.

#### 22. PAYMENTS:

All payments are to be made in the currency of the Republic of South Africa and where payment is to be made to Guardrisk it shall be made at Guardrisk's Head Office unless Guardrisk allows otherwise.

#### 23. INDULGENCE, LENIENCY OR EXTENSION

No indulgence, leniency or extension of time which the Administrator or Guardrisk may grant or show to the 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.

#### 24. DUAL INSURANCE

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

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

Your privacy is of utmost importance to the 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 provide honest, accurate, and up-to-date Personal Information and maintain and update such information when necessary.

#### You accept that your Personal Information collected by the 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
4. or fraudulent activity in terms of the Applicable Laws; and
5. reporting to the relevant Regulatory Authority/Body in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by yourself, the 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 Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should Guardrisk not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

#### 26. SPECIFIC EXCLUSIONS:

1. Cover is excluded for all pre-existing conditions.
2. Guardrisk will not be liable to pay the Accident Benefit (for a Chipped Tooth, Knocked Tooth, Fractured tooth) if a claim for such benefit arises directly or indirectly from or is traceable to engaging in hazardous sports such as (but not limited to): aviation sport, paragliding, underwater diving, hang-gliding, game hunting, spear fishing, rock climbing, cycle racing, mountaineering, racing of any kind (whether as passenger or as driver) involving the use of any power driven vehicle, vessel or craft, skydiving / parachuting, para-sailing, go-carting, drag racing, rally driving, bungi-jumping, winter sports involving snow or ice, polo or horseback, steeple-chasing, or professional football or rugby.
3. If Guardrisk alleges that by reason of any of the provisions of this Policy, it is not liable to pay any of the benefits, the burden of proving the contrary rests on the Principal Insured.

#### 27. GENERAL EXCLUSIONS:

##### Guardrisk will not be liable to pay any benefit under this Policy if:

1. The Principal Insured is over 65 (sixty-five) years of age at the time of the Claim Event.

2. There has not been a Diagnosis by a registered Dentist of the Claim Event.
3. A claim for such benefit arises directly or indirectly from or is traceable to:

- ▶ wilful self-injury or the Principal Insured is affected temporarily, influenced or otherwise, by alcohol, narcotics, insanity or drugs.
- ▶ any bodily injury, physical defect, illness, sickness, medical condition, injury or other infirmity that has its origin (irrespective of whether there has been a Diagnosis) in the twelve (12) month period immediately prior to the Commencement Date. This exclusion will continue to apply during the twelve (12) month period immediately following the Commencement Date and does not apply to the Oral Cancer benefit.
- ▶ traveling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon.
- ▶ ionizing radiations or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For of this exception only, combustion shall include any self-sustaining process of nuclear fusion.
- ▶ the result of the Insured's deliberate exposure to exceptional danger (except to save human life);
- ▶ a need to change existing fillings for reasons including headaches, fatigue or other conditions not directly related to a tooth structure and/or for cosmetic reasons.
- ▶ war, mutiny, riot, military rising, military or usurped power, martial law or state of siege, or any event which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities, warlike operations (whether declared or not), armed international conflict (whether war be declared or not), terrorist or insurgency activities, uprising, civil commotion or war, rebellion, sedition, sabotage or any activity associated with the a foregoing, any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force, terrorism or violence, or the defence, quelling, investigation or containment thereof by any security force, or any attempt to perform any act aforementioned, or the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in the aforementioned;
- ▶ Participation in criminal activities.



# Disclosure Notice

## Short-term Insurance Policy holder Protection Rules 2017 (PPRs)

### Financial Advisory and Intermediary Services (FAIS)

#### General Code of Conduct 2003

#### Your Intermediary

Business Name:	Essential Employee Benefits (Pty) Ltd
Registration number:	2015/130742/07
Physical address:	15 Wellington Road, Parktown, Johannesburg, Gauteng, 2000
Telephone:	010 593 7158
Email address:	<a href="mailto:enquiries@eeb.co.za">enquiries@eeb.co.za</a>
Website:	<a href="http://www.eeb.co.za">www.eeb.co.za</a>
VAT:	4920273853
FAIS registration (FSP No):	46244

In terms of the FSP license, Essential Employee Benefits (Pty) Ltd (Pty) Ltd is authorised to provide intermediary services for products under CATEGORY I:

- ▶ Short-Term Insurance Personal Lines
- ▶ Short-term Insurance Personal Lines AI
- ▶ Short term insurance Commercial Lines

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Essential Employee Benefits (Pty) Ltd (Pty) Ltd 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.

#### Legal and contractual relationship with the Insurer:

Essential Employee Benefits (Pty) Ltd (Pty) provider performs services as an intermediary and binder functions in terms of a binder and intermediary agreement, for which statutory commission of 20% is received and 3.5% binder fees for performing binder functions.

**Professional Indemnity:** Essential Employee Benefits (Pty) Ltd (Pty) Ltd holds Professional Indemnity Insurance.

#### Complaints Procedures:

Should you have any complaint about your policy or the service you have received, please contact Essential Employee Benefits. Complaints procedure: Contact our complaints facilitator, on [enquiries@eeb.co.za](mailto:enquiries@eeb.co.za) or on 010 020 9008 and follow the prompts to lodge a complaint. All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request. If the enquiry is not dealt with satisfactorily, contact the appropriate Ombudsman listed below.

For all complaints, please first address your complaint with us, as we would like to try and resolve it. If we have not been able to assist satisfactorily, then you may elevate your complaint to Guardrisk. See below for Guardrisk's full contact details.

If the complaint to Guardrisk is not resolved to your satisfaction, you may submit the insurance complaint to the relevant Ombudsman, whose details appear below.

**Compliance Officer:** external compliance officer –Mrs. C van Wyk, telephone number 011 794 1189

**Conflict of Interest:** We are pleased to report that there are no Conflicts of Interest or potential Conflicts of Interest identified within our organisation. A copy of our Conflict of Interest management policy is available on our website.

#### Your Underwriting Manager

Business Name:	Denis Insurance Administrators (Pty) Ltd
Registration number:	2008/006234/07
VAT:	4380274151
Physical address:	Block D, The Forum, Northbank Lane, Century City, 7441
Postal address:	P O Box 114, Century City, Canal Walk, 7446
Telephone:	0860 104 940
Fax number:	0866 737 336
FAIS registration (FSP No):	36026

In terms of the FSP license, Denis Insurance Administrators (Pty) Ltd is authorised to provide intermediary services for products under

#### CATEGORY I:

- ▶ Short-Term Insurance Personal Lines
- ▶ Short-term Insurance Personal Lines AI

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Denis Insurance Administrators (Pty) Ltd 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.

**Legal and contractual relationship with the Insurer:** Denis Insurance Administrators (Pty) Ltd has a binder agreement with the insurer to perform binder functions Denis does not receive any binder fees.

**Professional Indemnity and/or Fidelity Cover:** Denis Insurance Administrators (Pty) Ltd holds Professional Indemnity Insurance and Fidelity Insurance cover.

**Claims Procedure including prescription period:** please contact Denis Insurance Administrators (Pty) Ltd's Customer Services on 0860 104 940 for a copy of Denis Insurance Administrators (Pty) Ltd's Claims Process.

**Complaints Procedures:** Should you have a complaint, or if you would like a copy of the Denis Insurance Administrators (Pty) Ltd's Complaints Policy, call Customer Services on 0860 104 940.

**Compliance Officer:** external compliance officer – Siriuslex (Pty) Ltd, telephone number 010 822 2680 or email [germa@siriuslex.co.za](mailto:germa@siriuslex.co.za).

**Conflict of Interest:** please call Customer Services on 0860 104 940 for a copy of Denis Insurance Administrators (Pty) Ltd's Conflict of Interests Policy.

#### Your Insurer

Business Name:	Guardrisk Insurance Company Limited
Registration number:	1992/001639/06
VAT:	4250138072
Physical address:	The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196
Postal address:	P O Box 786015, Sandton, 2146
Telephone:	+27-11-669-1000
Web:	<a href="http://www.guardrisk.co.za">www.guardrisk.co.za</a>
FAIS registration:	FSP 75

In terms of the FSP license, Guardrisk Insurance Company Limited is authorised to give advice and render financial services for products under:

#### CATEGORY I:

- Short-term Insurance: Personal Lines
- Short-term Insurance: Commercial Lines

#### Professional Indemnity and/or Fidelity Cover:

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

#### Compliance Details

**Telephone:** +27-11-669-1104  
**Email:** [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

#### Complaints Details

**Telephone:** 0860 333 361  
**Email:** [complaints@guardrisk.co.za](mailto:complaints@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.

#### Name, class or type of policy involved:

Non-Life Personal Lines (Accident and Health)

#### Policy details

The Policy document and Welcome Letter detail the type of policy, risk covered and the policy benefits.

#### Premiums

The Policy document and Welcome Letter detail the frequency of premium payments and the amount which is due. The Policy document and Welcome Letter also detail the manner of payment of the premiums, their due date and consequences of non-payment.

#### Fees

The Policy document and Welcome Letter detail fees which are payable under the policy.

#### Other matters of importance

You will be informed of any material changes to the information about the intermediaries or insurer.

If we fail to resolve your complaint satisfactorily, you may submit your complaint to the relevant Ombudsman (see details of the Ombuds below).

You will always be given a reason for the repudiation of your claim.

You will always be entitled to a copy of your policy at no extra charge.



Information provided to you prior to the policy incepting, must be confirmed to be correct and accurate within 31 days of the policy incepting.

### Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep notes of what is said to you and all documents handed to you.

A copy of call recordings will be made available to you on your request.

Don't be pressurised to buy the product. You have the right to refuse the offer of this insurance.

Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance. If you lie or hide relevant facts,

You do not have to take a polygraph or lie detector test. Guardrisk cannot refuse to pay your claim only because you did not take a lie detector test.

You must monitor the cover to ensure it remains adequate and appropriate.

### Waiver of Rights

No insurer and/or intermediary 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 said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

### Particulars of the National Financial Ombud (NFO") (claims related matters)

**Address:** 110 Oxford Road, Houghton Estate,  
Johannesburg, Gauteng, 2198

**Telephone:** 0860 800 900  
**Website:** [www.nfosa.co.za](http://www.nfosa.co.za)

### Particulars of the Registrar of the Financial Sector Conduct Authority

**Postal address:** PO Box 35655, Menlo Park, 0102  
**Telephone:** +27-12-428-8000  
**Fax number:** +27-12-347-0221

### Particulars of FAIS Ombudsman

The FAIS Ombudsman is available to deal with complaints about advice related matters

**Postal Address:** PO Box 74571, Lynnwood Ridge, 0040  
**Telephone:** 012 762 5000 / 086 066 3274  
**Email address:** [info@faisombud.co.za](mailto:info@faisombud.co.za)

### Particulars of the Information Regulator (For personal information related matters)

**Address:** Woodmead North Office Park, 54 Maxwell  
Drive, Woodmead, JHB, 2191  
**Telephone:** +27- 010- 023- 5200  
**Email address:** [POPIAComplaints@info regulator.org.za](mailto:POPIAComplaints@info regulator.org.za)

Relationship between **Dental Information Systems (Pty) Ltd** and Guardrisk

Please note that this Policy is subject to a cell captive relationship between Guardrisk and Dental Information Systems (Pty) Ltd because of a shareholder and subscription agreement concluded between Guardrisk and Denis Information Systems (Pty) Ltd, whereby Dental Information Systems (Pty) Ltd is entitled to share in the profits and losses generated by the insurance business.

Therefore, this is an arrangement whereby Guardrisk shares equity with Dental Information Systems (Pty) Ltd through a shareholding arrangement and provides Dental Information Systems (Pty) Ltd a vehicle through which to write Dental Information System Pty Ltd's insurance risks."

