



Cover you can trust.

People you can depend on.

Dental Gap Online Application – Terms and Conditions 2024

Dental Gap Cover is underwritten by Guardrisk Insurance Company Limited, an authorised financial services provider (FSP No 75) and licensed non-life insurer.

Important Information

Cover for a child will end when the child turns 21 except if the child is physically or mentally handicapped and dependant on the parents for financial support.

SPOUSE: is the person to whom you are married by law, tribal custom, or tenets of any religion. It shall include your common law husband/wife or such person staying with you for at least 2 years, who is normally regarded by the community as your husband/wife. A person of the same gender staying with you for at least 2 years, who is regarded by themselves and the community as a common law couple shall also be regarded as a spouse. Only one spouse can be covered under this Policy.

If you miss a premium you have 31 days to pay the outstanding premium. If you pay by debit order and we are unable to collect your premium by the due date, we will try to deduct 1.5 times your monthly premium during the next monthly debit order run.

If the outstanding premium is not paid within 31 days or we are again unable to collect your outstanding premium, we will cancel your policy and your cover will end as at midnight on the day before your outstanding premium was due.

Need analysis

The Dental Gap product meets my needs as it offers a cost effective solution to fund my day-to-day dentalcare needs by paying a stated amount for day-to-day, emergency, accidental and illness related dental treatments. I understand the events that are covered by this product, the pre-existing conditions and waiting periods that applies and the policy exclusions. Cover for a child will end when the child turns 21 except if the child is physically or mentally handicapped and dependant on the parents for financial support.

I understand that there are other similar products on the market but the intermediary regards this Dental Gap Cover product as the most suitable product for me. Alternatively, the intermediary does not represent any other Dental shortfall product supplier. I confirm that a full needs analysis was done and that the monthly premium is affordable taking into account my other financial commitments

Debit order authorisation

I hereby authorise Zestlife to issue payment instructions to its bank to collect the monthly premium due by debit order from my bank account on condition that the sum of such payment instruction will never exceed my obligation in terms of this application. I acknowledge that all payment instructions issued by Zestlife shall be treated by my bank as if the instructions have been issued by me personally. The debit order will be collected every month on the debit order collection date selected.

If this collection day falls on a Sunday or recognised South African public holiday, the collection day will automatically be the following business day. I acknowledge that this debit order authority may be assigned to a third party only if the policy is transferred to another insurer or administrator. I understand that the payment instruction will be processed through a computerised system provided by the South African Banks.

I will not have the right to any refund of amounts which Zestlife has collected while this debit order authority was in force, if such amounts were legally owed to Zestlife. This debit order authority may be cancelled by giving Zestlife notice of not less than 31 days and the cancellation will not necessarily cancel my policy. Zestlife followed by a unique reference number will be reflected on my bank statement as the payment reference.

Premiums are payable monthly and if the premium is not received for two consecutive months the policy may be cancelled.

PostNet Suite 87 Private Bag X1005 Claremont 7735

Sunclare Building 2nd Floor 21 Dreyer Street Claremont Cape Town

• Tel 021 180 4220 / 0860 009 378 • Fax 021 001 0248 • Email info@zestlife.co.za • www.zestlife.co.za

Directors: Chris McCallum (Chairman) Ralph Richardson (Managing), Sebastian Zoutendyk,
Charles Lorentz, Noleen Bell, Pip Lorentz, Bruce Hodgkinson

Disclosures

- Zestlife Dental Gap Cover is underwritten by Guardrisk Insurance Company Limited (FSP number 75) a licensed non-life insurer..
- Guardrisk can be contacted at: Tel: 011 669 1000, Email: info@guardrisk.co.za.
- The product is administered by Zest Life Investments (Pty) Ltd who is an authorised financial services provider (FSP number 37485).
- Guardrisk and Zestlife have concluded a shareholder and subscription agreement that entitles Zestlife to place insurance business with Guardrisk. The shareholder and subscription agreement entitles Zestlife to share in the profits and losses generated by the insurance business. Guardrisk may distribute dividends, at the sole discretion of the board of directors, to Zestlife during the existence of the policy.
- Claims are assessed by Denis Insurance Administrators (Pty) Ltd an authorised financial service provider (FSP number 36026).
- Zestlife does not have any circumstances that could give rise to an actual or potential conflict of interest in dealing with the policyholder. Zestlife's Conflict of Interest Policy is available at www.zestlife.co.za.
- Zestlife has Professional Indemnity Insurance cover in place.
- You can lodge a complaint with Chris McCallum at Zestlife, at email: chrism@zestlife.co.za, telephone 021 180 4203.
- Zestlife's complaints procedure is available on www.zestlife.co.za/legal-and-accounting/ and can also be made available upon request.
- If you are dissatisfied with the feedback received from your Intermediary and/or Zestlife, or your complaint remains unresolved, feel free to contact the Guardrisk Complaints Department at email: complaints@guardrisk.co.za, telephone 0860 333 361. Please refer to your policy wordings for details to complain to the Ombudsman for Short-term Insurance, FAIS Ombudsman or the Financial Sector Conduct Authority.
- Intermediaries earn monthly statutory commission on premiums of 20%.
- Moonstone is Zestlife's appointed compliance officer and can be contacted at: Tel: 021 883 8000.
- Zestlife earns 9% monthly for performing binder functions in terms of the binder agreement..
- If you change your mind about taking up the policy, you may let us know in writing within 31 days of the start date of the policy and we will cancel the policy and refund you your first (and only) premium paid.
- Dental Cover is not a medical aid or a substitute for medical aid membership and the cover is not the same as a medical aid.
- You will not be requested to waive any of your rights under the Code of Conduct.

Pre-existing conditions exclusion

You will not be entitled to claim a benefit for a period of 12 months from the start date of your policy in respect of a medical condition for which in the 12 months preceding the start date of your policy medical advice, diagnosis, care or treatment was received or would reasonably have been recommended.

On Comprehensive Dental Gap Cover and Core Dental Gap Cover a waiting period of 3 months will apply to the Day-to-Day Dental Event benefit and the Oral Cancer benefit.

On Comprehensive Dental Gap Cover a waiting period of 6 months will apply to the Removable Denture benefit and the Implant or Bridge benefit.

If, immediately before the start date of this policy, you were insured under a Dental shortfall policy with similar benefits to this policy, then the pre-existing condition waiting period and the general waiting periods, will only be applied to the unexpired part of the waiting periods in the previous policy.

Policy exclusions

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

- There has not been a Diagnosis by a Dentist of the Claim Event;
- A claim for such benefit arises directly or indirectly from or is traceable to:
 - wilful self-injury or the Life Insured is affected temporarily, influenced or otherwise, by alcohol, narcotics, insanity or drugs;
 - 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 the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fusion;
 - the result of the Life Insured's deliberate exposure to exceptional danger (except in an attempt to save human life);
 - 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;
 - 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 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.

Processing and protection of information

Your privacy is of utmost importance to us. We will take the necessary measures to ensure that any and all information, including personal information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date personal information and to maintain and update such information when necessary. You accept that your personal information collected by us may be used for the following reasons:

- to establish and verify your identity in terms of the applicable laws;
- to enable us to fulfil our obligations in terms of this policy;
- to enable us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the applicable laws; and
- reporting to the relevant regulatory authority/body, in terms of the applicable laws.

We may share your information for further processing, with the following third parties, which third parties have an obligation to keep your personal information secure and confidential:

- payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions;
- law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that
- we, in accordance with the applicable laws, are required to share your personal information with;
- credit bureaus;
- our service providers, agents and sub-contractors that we have contracted with, to offer and provide products and services to any
- policyholder in respect of this policy; and
- persons to whom we cede our rights or delegate our authority to, in terms of this policy.

You acknowledge that any personal information supplied to us in terms of this policy is provided according to the applicable laws.

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

You understand that if we have utilised your personal information contrary to the applicable laws, you have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should the insurer not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the information regulator.

Principal insured declaration

I, declare that:

1. That to the best of my knowledge and belief, the information provided in connection with this application whether in my own handwriting or not, is true and I have not withheld any material facts which are known to me. NB: A material fact is likely to influence the assessment of this application by Guardrisk. (If you are in any doubt as to whether a fact is material or not, you should disclose it.)
2. That I understand that any relevant material fact omitted in this proposal form may lead to Guardrisk not meeting claims, should the omitted fact have been of such importance that the risk may not have been accepted in the first instance, in terms of the policy. This may lead to cancellation of this policy or rejecting claims, without refund of premiums if applicable.
3. I understand that Guardrisk is committed to transparency and confidentiality relating to my personal information. In order to provide your services and products to me, you are required to share, collect and process my personal information. For this purpose, my personal information is collected and processed internally by your staff, representatives or sub-contractors, and you will make every effort to protect and secure my personal information. I understand that I am entitled at any time to request access to the information you have collected, processed and shared. I also acknowledge that the sharing of claims information and underwriting (including credit information) by insurers is essential to enable the insurance industry to underwrite policies and assess risk fairly and reduce the incidence of fraudulent claims, in the public interest and a view to limiting premiums. I consent to

such information being disclosed to any other insurance company or its agent and consent to the disclosure of any information relevant to claims concerning me or any person I represent. I also acknowledge that information provided by me may be verified against other legitimate sources or databases.

4. I confirm that by signing this application form I agreed that Zestlife will hold and use the details that I have given them to enable them to give me excellent service. Zestlife will also hold my information so that they are able to look after my needs by offering me appropriate insurance products in the future via electronic communication.

**DISCLOSURE NOTICE IN TERMS OF THE
FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) GENERAL CODE OF CONDUCT 2003**

YOUR INTERMEDIARY

(BROKER WHO IS SELLING YOU THE PRODUCT)

Business name	Zest Life Investments (Pty) Ltd - Call Center Reg no: 2001/018097/07		
Physical address	Sunclare Building, 2nd Floor, 21 Dreyer Street, Claremont, Cape Town, 7708		
Postal address	PostNet Suite 87, Private Bag X1005, Claremont, Cape Town, 7735		
Telephone	021 180 4220	Email:	info@zestlife.co.za
<p>The Intermediary does not own more than 10% of issued shares directly or indirectly in any Insurer or Financial Product provider.</p> <p>The Intermediary is not an associated company of any Insurer or Product provider.</p> <p>The Intermediary has earned more than 30% of total remuneration from Guardrisk Life Ltd and Guardrisk Insurance Co Ltd within the last 12 months.</p>			
The Intermediary has Professional Indemnity and/or Fidelity Cover in force.			
The Intermediary has an Intermediary agreement with the Insurer and the representative may be selling this product under supervision.			
Statutory monthly commission of 20% (inclusive of VAT), is paid by Guardrisk Insurance Company Ltd to the Intermediary.			
FAIS registration (FSP) Number is 37485 and in terms of the FSP license, the Intermediary is authorized to give Intermediary Services and/or Advice for products under Category I Short-term Insurance: Personal Lines, Short-term Insurance: Personal Lines A1.			
<p>Products:</p> <p>Accident and health policy</p>			
Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, the intermediary accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Services Act) in rendering financial services within the course and scope of their employment.			
As an authorised Financial Services Provider the Intermediary may not request or induce in any manner a Client to waive any right or benefit conferred on the Client by or in terms of any provision of the General Code of Conduct, or recognise, accept or act on any such waiver by a Client, and any such waiver is regarded as null and void.			
Complaints	If you are dissatisfied with the feedback received from your Intermediary you can contact the Complaints department: Chris McCallum, Zest Life Investments (Pty) Ltd - Call Center, PostNet Suite 87, Private Bag X1005, Claremont, Cape Town, 7735 Email: chrism@zestlife.co.za		
Conflict of interest	The Intermediary has a conflict of interest management policy in place and you can access this policy at https://www.zestlife.co.za/legal-and-accounting/		
Compliance officer	Deon Harmse, Moonstone Compliance (Pty) Ltd, P O Box 12662, Die Boord, Stellenbosch, 7613, Tel : 021 883 8000 Fax : 021 883 8005		

YOUR INSURER

(A LICENSED NON-LIFE INSURER UNDERWRITING YOUR DENTAL COVER POLICY)

Name	Guardrisk Insurance Company Ltd (Company Registration No 1992/001639/06)		
Physical address	The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196		
Postal address	PO Box 786015, Sandton, 2146		
Telephone	011 669 1000	Email:	info@guardrisk.co.za
Website	www.guardrisk.co.za		

FAIS registration	In terms of the FSP license, 75, Guardrisk Insurance Company Ltd is a licensed non-life insurer and authorised to give advice and render financial services for product CATEGORY I: Short-term Insurance: Personal Lines Short-term Insurance: Personal Lines A1 Short-term Insurance: Commercial Lines
PI and FG cover	Guardrisk Insurance Company Ltd has Professional Indemnity Cover and Fidelity Guarantee Cover in place.
Complaints	Your Intermediary noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk Insurance Company Ltd is an Insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.
	If you are dissatisfied with the feedback received from your Intermediary, or your complaint remains unresolved, feel free to contact the Guardrisk Insurance Company Ltd Complaints Department: Tel: 086 033 3361 email: complaints@guardrisk.co.za
Conflict of interest	You can access the Insurer's Conflict of Interest Management Policy at: www.guardrisk.co.za
Compliance officer	The Compliance Manager, Tel: 011 669 1000 email: compliance@guardrisk.co.za

YOUR ADMINISTRATOR

(FOR ALL ADMINISTRATIVE QUERIES INCLUDING PREMIUM AND CLAIMS QUERIES)

Name	Zest Life Investments (Pty) Ltd Reg no: 2001/018097/07
Physical address	Sunclare Building, 2nd Floor, 21 Dreyer Street, Claremont, Cape Town, 7708
Postal address	PostNet Suite 87, Private Bag X1005, Claremont, Cape Town, 7735
Telephone	021 180 4220
Fax	021 180 4375
Email	info@zestlife.co.za
Website	www.zestlife.co.za
Complaints	You can lodge a complaint with Chris McCallum at Email: chrism@zestlife.co.za , Telephone 021 180 4203
Conflict of interest	Zest Life Investments (Pty) Ltd has a conflict of interest management policy in place and you can access this policy at https://www.zestlife.co.za/legal-and-accounting/
Compliance Officer	Deon Harmse, Moonstone Compliance (Pty) Ltd, P O Box 12662, Die Boord, Stellenbosch, 7613 Tel: 021 883 8000 Fax: 021 883 8005

Financial Advisory and Intermediary Services (FAIS) Registration Number is FSP 37485 and the category of business is: CATEGORY I to tend advice and intermediary services:

Short-term Insurance: Personal Lines
Short-term Insurance: Personal Lines A1
Health Service Benefits
Long-term Insurance: subcategory B1
Long-term Insurance: subcategory B1-A
Long-term Insurance: subcategory B2
Long-term Insurance: subcategory B2-A

The Administrator does not own more than 10% of issued shares directly or indirectly in any Insurer or Financial Product provider.

The Administrator is not an associated company of any Insurer or Product provider.

The Administrator has earned more than 30% of total remuneration from Guardrisk Life Ltd and Guardrisk Insurance Co Ltd within the last 12 months.

The Insurer and Zestlife have concluded a shareholder and subscription agreement that entitles Zestlife to place insurance business with the Insurer. The shareholder and subscription agreement entitles Zestlife to share in the profits and losses generated by the insurance business. The Insurer may distribute dividends, at the sole discretion of the Board of Directors, to Zestlife during the existence of the Policy.

The Insurer and Zestlife have concluded an Outsource Agreement that entitles Zestlife to receive an outsourced fee from the Insurer.

The Administrator has Professional Indemnity Insurance Cover in force.

The Administrator has a written mandate (binder holder agreement) to act on behalf of Guardrisk Insurance Company Ltd.

A monthly binder fee of 5% (exclusive of VAT) is paid to Zestlife by Guardrisk Insurance Company Ltd.

The Administrator has Intermediary Guarantee Facility in place and is authorized to collect premiums on behalf of Guardrisk Insurance Company Ltd.

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, the intermediary accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Services Act) in rendering financial services within the course and scope of their employment.

YOUR ADMINISTRATOR

(BINDER HOLDER)

Name	Denis Insurance Administrators (Pty) Ltd Reg No 2008/006234/07, FSP No 36026
Physical address	Block D, The Forum, North Bank Lane, Century City, Milnerton, 7446
Telephone	021 528 5300
Fax	0866 737 336
Email	zest@denisinsurance.com
Website	www.denisinsurance.com
Conflict of interest	You can request Denis Insurance Administrators (Pty) Ltd Conflict of Interest Management Policy from Yvette Schroder at email correspondence@denisinsurance.com.
Complaints	You may lodge a complaint with Yvette Schroder at email correspondence@denisinsurance.com
Compliance Officer	Germa Beukes of Siriuslex (Pty) Ltd, Telephone Number: 010 822 2680 Address: PO Box 11396, Silver Lakes, 0054

Financial Advisory and Intermediary Services (FAIS) Registration Number is FSP 36026 and the category of business is CATEGORY I to tend advice and intermediary services:

Short-term Insurance: Personal Lines

Long-term Insurance: subcategory B1

Long-term Insurance: subcategory B2

Long-term Insurance: subcategory B2-A

Long-term Insurance: subcategory B1-A

Short-term Insurance: Personal Lines A1

The Administrator does not own more than 10% of shares issued directly or indirectly in an Insurer or Financial Product provider.

The Administrator is not an associated company of any Insurer or Product provider.

The Administrator has earned more than 30% of total remuneration from Guardrisk Life Ltd and Guardrisk Insurance Co Ltd within the last 12 months.

The Administrator has Professional Indemnity Insurance Cover in force.

The Administrator has a written mandate (binder holder agreement) to act on behalf of Guardrisk Insurance Company Ltd.

A binder fee of 4% (exclusive of VAT) is paid monthly to Denis by Guardrisk Insurance Company Ltd.

The Administrator has Intermediary Guarantee Facility in place and is authorized to collect premiums on behalf of Guardrisk Insurance Company Ltd.

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, the intermediary accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Services Act) in rendering financial services within the course and scope of their employment.

PREMIUMS

(DETAILS OF THE PREMIUMS PAYABLE)

Due Date of Payment:	The premium is payable monthly on the selected Due Date.
Consequence of Non-Payment	Your premiums must be paid every month and the policy will automatically be cancelled if you do not pay premiums for 2 (two) months in a row (after the expiry of the Period of Grace of 31 days).
Method of Payment	Premiums must be paid by debit order on or before the Due Date.

OTHER MATTERS OF IMPORTANCE

You should not sign blank or partially completed application forms or other documentation. Complete all forms in ink and keep notes of what is said to you and all documentation handed to you. Don't be pressurised to buy the product.

You need to check the accuracy, correctness and completeness of information provided. Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

You will be informed of any material changes to the information about the Insurer, Intermediary and Administrator as listed above. You will always be entitled to a copy of your policy at no extra charge.

You will always be given a reason for the repudiation of a claim and you may lodge an objection with Chris McCallum at Zestlife or with the Short-Term Ombudsman (contact details are provided below). If we fail to resolve your complaint satisfactorily, you may submit a complaint to the below Ombudsman / Regulators.

Information disclosed to you prior to your policy incepting remains accurate and applicable.

Please monitor your cover to ensure it remains adequate.

PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN		PARTICULARS OF THE FINANCIAL SECTOR CONDUCT AUTHORITY	
Postal address	PO Box 32334, Braamfontein, 2017	Postal address	Financial Sector Conduct Authority (FSCA) PO Box 35655, Menlo Park, Pretoria, 0102
Telephone	011 726 8900	Telephone	012 428 8000
Fax	011 726 5501	Fax	012 346 6941
Email	info@osti.co.za	Website	visit www.fsca.co.za to lodge a complaint
For advice in the event of claims or service related matters.		If any complaint to the Intermediary or Insurer is not resolved to your satisfaction, you may submit the complaint to the Financial Sector Conduct Authority.	
PARTICULARS OF FINANCIAL ADVISORY AND INTERMEDIARY SERVICES PROVIDER (FAIS) OMBUDSMAN		PARTICULARS OF THE INFORMATION REGULATOR	
Postal address	PO Box 41 Menlyn Park, 0063	Postal address	PO Box 31533, Braamfontein Johannesburg, 2017
Toll- free	012 762 5000	Telephone	010 023 5200
Email	info@faisombud.co.za	Email	POPIAComplaints@info regulator.org.za
The Ombudsman is available to handle complaints regarding the financial services that are provided if these complaints are not handled satisfactorily by the financial services provider (intermediary).		The Information Regulator is available to handle complaints relating to the use of Personal Information.	