

**LEGAL DISCLOSURES MADE IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) Act, No. 37 OF 2002**

**IMPORTANT - PLEASE READ CAREFULLY - FAIS DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

**As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information: -**

**Underwriting Manager (This is us): Captive Business Consultants (Pty) Ltd**

We are appointed by a Product Provider (Insurer) to manage a specific type of product on their behalf. This is due to the specialist knowledge of the staff of Underwriting Managers and our ability to deliver a very focused and cost effective service to insurance brokers and ultimately to you, the client. Our details are as follows;

Business Name : Captive Business Consultants (Pty) Ltd  
Registration number : 2001/010007/07  
Physical address : 31A Arterial West Road Oriel Bedfordview 2007  
Postal address : P.O. Box 654 Bedfordview 2008  
Telephone : 011 615 3640  
Website : www.captive.co.za  
FAIS registration (FSP No) : 9359

In terms of the FSP license, **Captive Business Consultants (Pty) Ltd** is authorised to give Intermediary Services for products under:

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

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Captive Business Consultants (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 : None  
Professional Indemnity and/or Fidelity Cover : Lombard Insurance Co. Ltd Intermediary Guarantee  
Facility : Not applicable

**How do we get paid for what we do: Mandate :**

We have a written mandate to represent the insurers and will only present terms to you where we have such an agreement.

We have a written agreement, referred to as a Binder agreement with the insurer listed below to conduct the following services on their behalf;

- i) enter into, vary or renew a policy;
- ii) determine the policy wording/s;
- iii) determine the premium under a policy;
- iv) determine the value of policy benefits;
- v) settle claims under a policy

The Underwriting Manager / Binder Holder is paid a Binder fee by the Insurer.

Where we provide services to you in addition to the services for which we already receive a fee from insurers as detailed above, we are required to disclose these services to you and receive your written consent to the payment of these fees (your acceptance thereto as signed by you in our quotation accepted by you).

Such fees can be stopped by you at any time upon your written instruction. This will however compromise the additional services we provide.

The level of broker commissions varies depending upon product type and range from 12.5% motor and 15% non-motor for SASRIA, 12.5% for motor and 20% for all others.

**Product Provider / Supplier (This is your Insurer)**

Each of the above may well have companies that are associated with them with whom we have a relationship. These could be subsidiary or holding companies or certain natural persons such as a spouse, children, parent. Where these relationships exist, you need to be made aware of them.

## Premium Collection:

The mandate to collect premiums in respect of commercial insurances via debit order is provided directly by a premium collection agency for the insurer concerned. This demands that they be correctly licensed to do so. Their details are as follows:

Company Name : Q Sure (Pty) Ltd  
Registered Address : IOM House, 6 St Gales Street, Randburg, 2194  
Telephone : 011 449 6800  
Facsimile : 011 781 7811  
Email Address : [marketing@qsure.co.za](mailto:marketing@qsure.co.za)  
FSP License No : 50552

Compliance Department of the collection Agent  
Compliance officer : Mr. Allan Holton  
Compliance Company : Compliance Monitoring Systems cc  
Compliance email : [alan@cmsys.co.za](mailto:alan@cmsys.co.za)  
Compliance telephone : 044 356 2649

If you have any complaints about their service, please contact the following person in writing with full details of the problem you have encountered

Contact name : Mr Grant Davids  
E-mail address : [grantd@qsure.co.za](mailto:grantd@qsure.co.za)  
Tel : 082 823 2614

## Our Compliance Officer:

Name : Bryan Thomas  
Company : Omega Compliance Solutions (Pty) Ltd  
Contact details : Tel: 011 678 2533  
Fax : 011 678 7731  
E-mail : [bryan@omegacs.co.za](mailto:bryan@omegacs.co.za)  
Practice number : 7375

## Your Insurer:

Business Name : Guardrisk Insurance Company Limited  
Registration number : 1992/001639/06  
Physical address : The Marc, Tower 2, 129 Rivonia Road, Sandton 2196  
Postal address : PO Box 786015, Sandton, 2146  
Switchboard telephone : 011 669 1000  
General email enquiries : [info@guardrisk.co.za](mailto:info@guardrisk.co.za)  
Website : [www.guardrisk.co.za](http://www.guardrisk.co.za)  
FAIS registration : 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  
Short-term Insurance: Personal Lines A1

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

## Definition of a complaint:

Complaint means an expression of dissatisfaction by a person to an insurer or, to the acknowledgement of the insurer, to the Insurer's

- a) The insurer or its service provider has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding on the insurer or which it subscribes;
- b) The Insurer or its service provider's maladministration or wilful or negligent action or failure to act, has caused the person harm, prejudice, distress or substantial inconvenience; or
- c) The insurer or its service provider has treated the person unfairly

## How to Institute a complaint?

your Intermediary and/or Underwriting Manager noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a Cell captive 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 and/or your underwriting manager, or your complaint remains unresolved, feel free to contact the **Guardrisk Complaints Department:**

Telephone : 011 669 1000  
Email : complaints@guardrisk.co.za

#### **Guardrisk Compliance Details**

Telephone : 011 669 1039  
Fax Number : 011 669 2792  
Email : compliance@guardrisk.co.za

Guardrisk Insurance Company Limited has a conflict of interest management Policy in place and is available to clients on the web site:  
www.guardrisk.co.za

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Particulars of the Short-term Insurance and the FAIS Ombudsman who are available to advise you in the event of claim problems that are not satisfactorily resolved by the Underwriting Manager and or Insurer.

#### **Particulars of the Short-Term Ombudsman**

(For claims/service related matters)

Postal address : PO Box 32334, Braamfontein, 2017  
Telephone : 011 726 8900  
Fax number : 011 726 5501  
Email : info@osti.co.za

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#### **Particulars of the Registrar of Short-Term Insurance**

(For market conduct matters)

Postal address : PO Box 35655, Menlo Park, 0102  
Telephone : 012 428 8000  
Fax number : 012 346 6941  
Email : info@fsca.co.za

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#### **Particulars of FAIS Ombudsman**

(For advice/policy related matters)

Postal Address : PO Box 74571, Lynnwood Ridge, 0040  
Telephone : 012 470 9080  
Fax number : 012 348 3447  
Email : info@faisombud.co.za

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#### **Particulars of the Financial Sector Conduct Authority (FSCA)**

Postal Address : PO Box 35655, Menlo Park, Pretoria,0102  
Telephone : 012 428 8000  
Fax number : 012 346 6941  
Email : info@fsca.co.za

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#### **SASRIA SOC LIMITED**

If SASRIA (Riot) Insurance has been taken out by you or is included in the policy automatically, you need to know the following information about SASRIA:

Insurer: SASRIA Limited

P.O. Box 653367, Benmore, 2010. 36 Fricker Road, Illovo, Sandton,2196.

Tel: 011 214-0800 ; Fax: 011 447-8630 ; E-mail: [contactus@sasria.co.za](mailto:contactus@sasria.co.za); Compliance Officer: The Manager: Technical and Claims

Claims notification Procedures:

In the event of a SASRIA claim, all relevant documentation relating to your claim must be submitted to the Nominated Insurer (Underwriting Manager), the name and address of which appears below.

Complaints in respect of SASRIA The

Manager: Technical and Claims:

SASRIA Limited, P.O. Box 653367, Benmore, 2010, 36 Fricker Road, Illovo, Sandton, 2196

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#### **Important Additional Information for all our Clients: Conflicts of Interest:**

We make every effort to ensure that at all times we act in your best interests and in no way allow our own interests, potential or actual, to influence our objective performance and the delivery of unbiased and fair financial service to you. In furtherance of this objective, we want to ensure you fully understand the various interests we have, be they Ownership, Financial or Relationships with Third Parties. There are a number of entities with whom we can have a relationship of this nature and a summary of these is provided below.

## What represents an Ownership or financial Interest?

Ownership: Actual equity that was paid for.

Financial: Cash, or its equivalent, vouchers, gift service, advantage, benefit, discount domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration.

**Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.**

Do we have a shareholding in any insurer and/or cell captive arrangement NO

Do we receive more than 30% of our income from this insurer or cell captive? YES

Do we have a relationship with any product provider/supplier that provides a Financial Interest other than Ownership? NO

Do we have a relationship with any other FSP that provides an Ownership or Financial Interest? NO

Do we have a relationship with any other Distribution Channel that provides an Ownership, Financial Interest or Support Service? NO

## Immaterial Financial Interest:

It is generally accepted practice within our Industry that entertainment and gifts and incentives collectively referred to as an immaterial financial interest in the Conflict of Interest regulations, are often provided by the Product Provider to the Financial Services Provider (broker) and vice versa and potentially from and to other financial service providers. The Rand value of such interests are limited, by legislation, per calendar year, to R1,000 in respect of any one individual be they the provider of or beneficiary of such immaterial financial interest. Such limitations are dealt with and managed by our management policy. A full copy of our overall Conflict of Interest Management Policy can be obtained from: [Chris@Captive.co.za](mailto:Chris@Captive.co.za)

## What else should you know?

### We undertake: -

To keep all information, you tell us about yourself confidential

Not to alter any documents you provide us with when submitting to any insurer. Where we feel an error has been made we will advise you prior to submission;

To never ask you to sign blank documents - wherever possible all documents, be they proposals or claim forms should be completed by you to ensure full detail:

Never to take away any rights you have in terms of any legislation that governs the way we transact business;

To supply a copy of any documents used in the preparation of your insurances, when required.

### If you are paying your premiums by debit order:

The debit order may only be in favour of one person / entity; It may not be transferred without your approval; you are entitled to 30 days' notice of cancellation of the debit order.

### If you are paying for personal insurances:

you are entitled to a period of 15 days' grace in which to pay the premium (other than in the first month of Insurance).

### If you are paying for your premiums in any way other than monthly:

you are only entitled to a 15-day grace period if the insurances are in respect of your personal insurances, Otherwise, all premiums must be paid at inception or renewal date for the policy to be in force.

### If you have a claim or are involved in an incident that could lead to a claim:

- you must advise us immediately, preferably in writing. your policy will contain conditions that relate to the early reporting of potential claims and it is important that you do not breach this responsibility.
- you must also contact the company's call centre (0860 CAPTIVE) to assist with the recovery of your vehicle.

### If any of the information you gave us changes:

you must advise us immediately. Policy cover, premiums and terms are based on what you told the Insurer (Underwriting Manager)/UMA or your intermediary.

## Information Sharing:

In accepting this document, I declare that, I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between Insurers is in the public interest as it enables Insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums. On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I provide or that is provided by another person on my behalf in respect of any insurance policy or claim made or lodged by me.

I acknowledge that the insurance information provided by me, may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of my policy or the meeting of any claim I may submit.

I consent to such information being disclosed to any other Insurance Company or its agent.

I acknowledge that the information may be verified against legally recognized sources or databases

**Data Protection:**

The Company's goal is to ensure that our strategic partners', clients' and third-party services providers' personal information is only used and accessed for the purposes of providing financial services (i.e. underwriting and claims) and ensuring that adequate security measures are in place to protect this personal information from unauthorised access and use throughout our value chain.

As the privacy of our clients' personal information is of utmost importance, we take our responsibility to protect the security and confidentiality of the personal information we collect very seriously.

For a more detailed explanation, please read our official Privacy Statement on our website."

**Other Matters of Importance:**

General:

- (a) you must be informed of any material changes to the information provided above
- (b) If the information above was given to you verbally, it must be confirmed to you in writing within 31 days.
- (c) 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 the claim.
- (d) The Insurer (Underwriting Manager) and not the Intermediary must give reasons for repudiating your claim.
- (e) The Insurer (Underwriting Manager) may cancel your insurance by merely informing your intermediary. There is an obligation to make sure the notice has been sent to your Intermediary and your Intermediary is therefore obliged to inform you accordingly.
- (f) you are entitled to a copy of the policy free of charge.

**WARNING:**

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents handed to you.