



**PLEASE READ THIS DOCUMENT CAREFULLY. THIS DISCLOSURE IS PROVIDED IN ACCORDANCE WITH THE FINANCIAL ADVISORY & INTERMEDIARY SERVICES (FAIS) ACT 37 OF 2002, BUT DOES NOT FORM PART OF THE INSURANCE CONTRACT OR ANY OTHER DOCUMENT.**

The Financial Advisory and Intermediary Services (FAIS) Act requires Product Suppliers (Insurers) and Financial Services Providers (intermediaries or brokers) to comply with a General Code of Conduct which was implemented to assist you to make informed decisions about the insurance products that you purchase. Providers must render financial services honestly, fairly, with due skill, care, diligence, and within your interests and the integrity of the financial services industry. This Disclosure provides additional details about Centriq Insurance, and Legal&Tax, together with general information for the Ombuds and the Financial Sector Conduct Authority.

Your insurance contract is governed by, but not limited to voice-recorded calls, your Policy Document and Schedule. Legal&Tax is an approved Financial Services Provider (FSP No. 28566), who operates according to the provisions of the Act and as such, we are authorised as a non-mandated intermediary to provide advice and intermediary services on personal lines, non-life and life insurance products as underwritten by the Product Supplier (Insurer). As a non-life insurance Policyholder, or prospective Policyholder, you have the right to the following information:

1. About your Financial Services Provider (FSP) and Binder Holder (Intermediary)	
<i>Your financial services provider should provide this information to you within a reasonable time from the time you take out a policy or amend your policy. If your FSP does not do so even after you have requested it, please contact the Product Supplier (Insurer).</i>	
Name	Legal and Tax Services (Pty) Ltd
Company registration number	2001/011518/07
FSP number	28566
Postal address	PO Box 95275, Grant Park, 2051
Physical address	3rd Floor, Acacia Grove, Houghton Estate Office Park, 2 Osborn Road, Houghton, 2196
Telephone number	<a href="tel:0860587587">0860 587 587</a> or <a href="tel:+27112425000">+27 (11) 242 5000</a>
Fax number	+27 (11) 728 0910
Email	<a href="mailto:info@legalandtax.co.za">info@legalandtax.co.za</a>
Website	<a href="http://www.legalandtax.co.za">www.legalandtax.co.za</a>
Legal status of Financial Services Provider	We are an authorised Financial Services Provider in terms of the FAIS Act and may render advice and intermediary services in respect of short-term insurance personal lines. We accept liability for all advice and / or intermediary services provided by our authorised and supervised representatives.
Professional indemnity & fidelity guarantee	We hold professional indemnity insurance and fidelity guarantees.
Whether more than 10% of insurer's shares are held and whether more than 30% of total remuneration, including commission was received from the Insurer in the preceding year / last 12 months	We do not hold more than 10% of the insurer's shares and we have received more than 30% of our remuneration from the Insurer in the last 12 months.
Complaints <i>All complaints must be reduced to writing as per the Complaints Resolution Policy.</i>	Customer Service Department Telephone number: <a href="tel:0860587587">0860 587 587</a> Fax number: +27 (11) 728 0910 Email: <a href="mailto:complaints@legalandtax.co.za">complaints@legalandtax.co.za</a> <i>If your complaint is not resolved to your satisfaction, you may refer it to Centriq Insurance Company Limited at the contact details provided under section 2 below.</i>
Details of Key Individual	Name: Benjy Porter Telephone number: <a href="tel:0860587587">0860 587 587</a>



	Email: <a href="mailto:compliance@legalandtax.co.za">compliance@legalandtax.co.za</a>		
Compliance <i>All complaints must be reduced to writing</i>	Compliance Practice: ISS Compliance (Pty) Ltd Practice Number: CO28 Telephone number: <a href="tel:0860587587">0860 587 587</a> Email: <a href="mailto:compliance@legalandtax.co.za">compliance@legalandtax.co.za</a> Physical address: 140A Kelvin Drive, Morningside, Sandton		
Contractual arrangements with Product Supplier (Insurer) including any restrictions or conditions	We act as a non-mandated Intermediary and thereby enjoy up to, but not exceeding, the regulated commission in terms of the Short-Term Insurance Act. We further have a binder holder agreement with the Insurer in terms of which we receive a binder fee of 9% of the gross written insurance Premium for performing certain binder functions which include claims administration. Legal&Tax holds preference shares in Centriq and may receive a dividend.		
Claims	Telephone number: <a href="tel:0860587587">0860 587 587</a> Email: <a href="mailto:claims@legalandtax.co.za">claims@legalandtax.co.za</a>		
2. About the Product Supplier (Insurer)			
Name	Centriq Insurance Company Limited a licensed non-life Insurer and authorised Financial Services Provider		
Company registration number	1998/007558/06		
FSP number	3417		
Postal address	PO Box 55674, Northlands, 2116		
Physical address	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196		
Telephone number	<a href="tel:+27112686490">+27 (11) 268 6490</a>		
Fax number	+27 (11) 268 6495		
Email	<a href="mailto:info@centriq.co.za">info@centriq.co.za</a>		
Website	<a href="http://www.centriq.co.za">www.centriq.co.za</a>		
Details of the compliance department	The Internal Compliance Officer is assisted by Compli-Serve (Pty) Ltd, and is contactable at the numbers above. Email: <a href="mailto:compliance@centriq.co.za">compliance@centriq.co.za</a>		
Details of claims department	The Claims Specialist is contactable at the numbers above. Email: <a href="mailto:claims@centriq.co.za">claims@centriq.co.za</a>		
Details of complaints department <i>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.</i>	In the event of a complaint, please contact the Claims Specialist at the numbers above. Email: <a href="mailto:faiscomplaints@centriq.co.za">faiscomplaints@centriq.co.za</a> <a href="mailto:complaints@centriq.co.za">/complaints@centriq.co.za</a>		
3. About the insurance benefit			
<i>The Product - Non-Life Insurance Benefit. The Intermediary has an agreement with the Insurer in terms of which the following remuneration is payable for the insurance benefit:</i>			
Party	Description	Remuneration	Frequency
Intermediary (Financial Services Provider)	Commission	20% of the insurance Premium payable	Monthly
Intermediary (Binder Holder)	Binder holder fee	9% of the insurance Premium payable	Monthly
<i>Recordings of the telephone discussion with the Intermediary can be made available to you on request.</i>			
4. Particulars of FAIS Ombud			
Name	The FAIS Ombud		



Postal address	PO Box 41, Menlyn, 0063
Physical address	125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010
Telephone number	<a href="tel:0860663247">0860 663 247</a>
Email	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

#### 5. Particulars of Short-term Insurance Ombud

Name	The Ombudsman for Short-Term Insurance
Postal address	PO Box 32334, Braamfontein, 2017
Physical address	110 Oxford Road, Houghton Estate, Johannesburg, 2198
Telephone number	<a href="tel:0860726890">0860 726 890</a> / <a href="tel:+27117268900">+27 (11) 726 8900</a>
Fax number	+27 (11) 726 5501
Email	<a href="mailto:info@osti.co.za">info@osti.co.za</a>
Website	<a href="http://www.osti.co.za">www.osti.co.za</a>

#### 6. Particulars of the FSCA

Name	Financial Sector Conduct Authority
Postal address	PO Box 35655, Menlo Park, 0102
Physical address	Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria, 0181
Telephone number	<a href="tel:+27124288000">+27 (12) 428 8000</a>
Fax number	+27 (12) 346 6941
Email	<a href="mailto:info@fsc.co.za">info@fsc.co.za</a>
Website	<a href="http://www.fsc.co.za">www.fsc.co.za</a>

#### 7. Procedures for registering claims or complaints

*Procedures for the submission of claims are detailed in your Policy Document from clause 16 and are important. If you have difficulties in determining the correct procedures, please contact Legal&Tax for assistance. Generally, you are required to advise the Financial Services Provider within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim and provide any other details that may be required by the Financial Services Provider. Should you remain dissatisfied with the assistance provided, then you may contact the Compliance Officer at the address provided above. In addition, the addresses of both the Short-Term Insurance, the FAIS Ombud or FSCA are provided should your complaint still not be satisfactorily resolved.*

#### 8. Name, class or type of policy

*Full details about the name, class and type of policy involved are reflected on your policy Schedule and are also contained in the Policy Document. Policy schedules should always be read in conjunction with the Policy Document. Should you require any explanation about the terms, conditions, exclusions, provisions, insurance premiums, plan fees or any other information, please contact Legal&Tax for assistance.*

#### 9. Extent and nature of payment obligations

*Your policy Schedule reflects the amount payable, the due date of payment and the frequency of payment (e.g. monthly). When amendments are made to the policy, additional fees may become due and such amounts are also reflected in the Schedule. All Plan Fees are inclusive of Value Added Tax at the prescribed rate. Financial Services Providers are authorised to accept payment on behalf of Product Suppliers and Legal&Tax is authorised to collect your Plan Fees.*

#### 10. Consequences of non-payment



The due date for your payment is reflected in your policy Schedule. Your payment should be made on or before the due date reflected to avoid the cancellation of the policy. Should you fail to make payment on or before the due date, you have a grace period of 20 days from when you are notified that Legal&Tax did not receive payment of your Plan Fees. Should your Plan Fee remain unpaid clause 10.3 and 10.4 of your Policy Document will apply. In the case of a monthly policy, the provisions will apply with effect from the second month of the policy being active.

#### **11. Cooling-off right**

If this policy has a duration of 31 days or more, no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy within 31 days after receipt of the Policy Document or from a reasonable date on which it can be deemed that you received the Policy Document. You must give notice hereof by either calling Legal&Tax on 0860 587 587 or by sending an email to [info@legalandtax.co.za](mailto:info@legalandtax.co.za). Plan Fees paid during the cooling-off period may be refunded.

#### **12. Other Matters of Importance**

- a. You must be informed of any material changes to the information referred to in the sections above.
- b. If any complaint to the Intermediary or Insurer is not resolved to your satisfaction, you may submit your complaint to an Ombud or Authority.
- c. Polygraph or similar tests are not obligatory and claims may not be repudiated solely on the basis of a failure of such a test.
- d. If your Plan Fee is paid by debit order, the debit order must be in favour of the intermediary.
- e. The FSP must give you 31 days' notice in writing of its intention to cancel your policy.
- f. The Insurer must give reasons in writing for the repudiation of any claim submitted by you.
- g. You are entitled to a copy of your Policy Document free of charge.

#### **13. Warning**

- a. Do not sign any blank or partially completed application form.
- b. Complete all forms in ink.
- c. Keep all documents you receive.
- d. Make notes as to what is said to you.
- e. Ask for a Letter of Authority from the authorised representative.
- f. Do not be pressured into buying the product.
- g. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from your contract of insurance.

#### **14. Sharing of insurance information**

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future Premium and Plan Fee increases may be limited. This is done in the public interest and in the interest of all current and potential Policyholders. The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the Insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases. By accepting or renewing this insurance, you hereby consent to such information sharing with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf. In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System. Sharing of insurance information is done in accordance with applicable legislation, as well as a Privacy Notice which can be found on the Insurer's website: [www.centriq.co.za](http://www.centriq.co.za)

#### **15. Use of your personal information**

When you enter into this Policy you will be giving your personal information that may be protected by data protections legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information and you authorise us to process your personal information to:

- 1. Communicate information to you that you ask us for.
- 2. Provide you with insurance services.
- 3. Verify the information you have given us against any source or database.
- 4. Compile non-personal statistical information about you.
- 5. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.



6. Transmit your personal information to any third-party service provider, that we may appoint to perform functions relating to your Policy on our behalf.

You acknowledge that this consent clause will remain in force even if your Policy is cancelled or lapsed. Processing of your personal information is always done in accordance with applicable legislation, as well as the Privacy Notice which can be found on the Insurer's website: [www.centriq.co.za](http://www.centriq.co.za)

#### **16. Waiver of rights**

The General Code of Conduct stipulates that no Financial Services Provider may request or induce in any manner a customer to waive any right or benefit conferred on it by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a customer. Any such waiver is null and void.

#### **17. Conflict of interest**

We have considered the conflict-of-interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. We adopted a values-based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority. A Conflict-of-Interest Policy is available to customers on our website and upon request.