



**IMPORTANT INFORMATION – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS (THIS NOTICE DOES NOT FORM PART OF THE INSURANCE CONTRACT OR ANY OTHER DOCUMENT)**

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

**FINANCIAL ADVISORY & INTERMEDIARY SERVICES ACT NO. 37 2002 “FAIS ACT”**

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier and Financial Services Provider render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Services Provider for further assistance.

1. About your financial services provider and binder holder (intermediary)	
Name	Legal & Tax Services (Pty) Ltd
Company Registration Number	2001/011518/07
FSP Number	28566
Postal Address	P.O. Box 95275, Grant Park, 2051
Physical Address	3rd Floor, Acacia Grove, Houghton Estate Office Park, 2 Osborn Road, Houghton, 2196
Tel Number	0860 587 587 or 011 242 5000
Fax Number	011 728 0910
Email	info@legalandtax.co.za
Website	www.legalandtax.co.za
Legal status of Financial Services Provider <i>This information must make it clear which entity accepts responsibility for the actions of the broker or representative who advised you.</i>	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 financial advice and or intermediary services provided by our representatives and confirm that services may be rendered whilst under supervision.
Whether more than 10% of insurer’s shares are held and whether more than 30% of total remuneration 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 did not receive more than 30% of our remuneration from the insurer in the last 12 months.
Details of complaints procedure <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>	Department: Legal and Tax Customer Care Tel: 0860 587 587 Fax: 011 728 0910 Email: info@legalandtax.co.za <i>If your complaint is not resolved to your satisfaction, you may refer it to Centriq Life Insurance Company Limited at the contact details provided under section 2 below.</i>
Details of financial services provider’s compliance arrangements	Contact Person / Department: Marina Jooste EAS-E Comply (Pty) Ltd Tel: 0860 587 587 Fax: 011 728 0910 Email: basheera@legalandtax.co.za Physical address: Ground floor, Building 3, Albury Office Park, Albury Lane, Dunkeld West, Johannesburg, 2196. PO Box 940, Houghton, 2041
Contractual arrangements with product suppliers including any restrictions or conditions <i>* mandate to act on behalf of the insurer</i>	We act as an 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 40% of the gross written premium for performing certain binder functions which include claims settlement.

T 0860 587 587 | F +27 12 346 6941 | E info@legalandtax.co.za  
3rd Floor | Acacia Grove | Houghton Estate Office Park  
2 Osborn Road | Houghton | Johannesburg | 2196

[legalandtax.co.za](http://legalandtax.co.za)



**2. About the product supplier (insurer)**

Name	Centriq Insurance Company Limited
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
Tel Number	011 268 6490
Fax Number	011 268 6495
Email	info@centriq.co.za
Website	www.centriq.co.za
Details of the compliance department	The Internal Compliance Officer is assisted by Compli-Serve (Pty) Ltd, and is contactable at the numbers above. Email: compliance@centriq.co.za
Details of claims department	The Claims Specialist is contactable at the numbers above. Email: claims@centriq.co.za
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: faiscomplaints@centriq.co.za / claimscomplaints@centriq.co.za

**3. About the service**

*The Product Legal Expenses Insurance Policy*  
*The Intermediary has an agreement with the insurer in terms of which the following remuneration is payable for the insurance business:*

Party	Description	Remuneration	Frequency
Intermediary (Financial Services Provider)	Commission	20%	Monthly
Intermediary (Binder Holder)	Binder Holder Fee	40%	Monthly

*Recordings of the telephone discussion with the FSP can be made available to you on request.*

**4. Particulars of fais ombud**

Name	The FAIS Ombud
Postal address	PO Box 74571, Lynwood Ridge, 0040
Physical Address	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave, Lynnwood, 0081
Tel Number	012 470 9080
Fax Number	012 348 3447
Email	info@faisombud.co.za
Website	www.faisombud.co.za



**5. Particulars of short-term insurance ombud**

Name	The Ombudsman for Short-Term Insurance
Postal Address	PO Box 32334, Braamfontein, 2017
Physical Address	Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown, 2193
Tel Number	011 726 8900 / 0860 726 890
Fax Number	011 726 5501
Email	info@ombud.co.za
Website	www.ombud.co.za

**6. Particulars of registrar of short-term insurance**

Name	Registrar of Short-Term Insurance
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
Tel Number	012 428 8000
Fax Number	012 346 6941
Website	www.fsb.co.za

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

*Procedures for the submission of claims are detailed in your policy and are important. If you have difficulties in determining the correct procedures, please contact your Financial Services Provider 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 on the Statutory Notice. In addition, the addresses of both the Registrar of Short-Term Insurance and the FAIS Ombud 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 schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.*

**9. Extent and nature of premium obligations**

*Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (e.g. monthly or annually). When amendments are made to the policy an additional or refund premium may become due and such amounts are also reflected on the policy schedules. All premiums are inclusive of Value Added Tax at the prescribed rate. Financial Services Providers are authorised to accept premium payment on behalf of Product Suppliers and should your Financial Services Provider be authorised to do so, then you may make payment to such Financial Services Provider.*

**10. Consequences of non-payment of premiums**

*The due date for the payment is reflected on your policy schedule, renewal notice or premium advice as the case may be. 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 period of grace for the payment of premiums of not less than 15 days after the relevant due date. In the case of a monthly policy, this provision will apply with effect from the second month of the currency of the policy.*

**11. First Amounts Payable**

*It is important that you are aware of any amounts that you will be required to pay in the unfortunate event of a claim. Your policy schedule or wording contain the amounts that you pay as a portion of a claim and your Financial Services Provider or Product Supplier can assist you with any queries you have in this regard.*

## 12. Other Matters Of Importance

- a) You must be informed of any material changes to the information referred to in paragraphs 1, 2, 3 and 4.
- b) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud.
- c) Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.
- d) If your premium is paid by debit order, the debit order must be in favor of either the intermediary or the Product Supplier (insurer) and may not be transferred without your approval.
- e) The Product Supplier (insurer) must give you 30 days' notice in writing of its intention to cancel your debit order.
- f) The Product Supplier (insurer) and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.
- g) The Product Supplier (insurer) must give you written notice of its intention to cancel your policy.
- h) You are entitled to a copy of your policy 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 representation from your advisor.
- 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 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 insuring or renewing you insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality 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.

## 15. Waiver of rights

The General Code of Conduct stipulates that no financial services provider 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.

## 17. Conflict of interest

We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 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 Services Board. A conflict of interest management policy is available to clients upon request.