



# DISCLOSURE DOCUMENT

## LONG-TERM INSURANCE

### 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 long-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)	
<i>Your insurance broker should provide this information to you within a reasonable time from the time you are provided with a quotation, take out a policy or amend your policy. If your financial services provider does not do so after you have requested it, please contact the Product Supplier</i>	
Name	Legal & 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	0860 587 587 or +27 11 242 5000
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 Category A, Long Term insurance products. We accept liability for all financial advice and or intermediary services provided by our representatives.
Whether professional indemnity insurance & fidelity guarantee is held	We hold professional indemnity insurance and fidelity guarantees.
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 Telephone number: 0860 587 587 Fax number: +27 11 728 0910 Email: <a href="mailto:complaints@legalandtax.co.za">complaints@legalandtax.co.za</a> 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.
Details of financial services provider's compliance arrangements <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>	Contact Person / Department: Surprise Nkosi EAS-E Comply (Pty) Ltd Telephone number: 0860 587 587 Fax number: +27 11 728 0910 Email: <a href="mailto:compliance@legalandtax.co.za">compliance@legalandtax.co.za</a> Physical address: 49 Valley Road, Parktown, Johannesburg, 2139 PO Box 940, Houghton, 2041
Contractual arrangements with product suppliers including any restrictions or conditions	We act as an Intermediary and thereby enjoy up to, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act. We further have a binder holder agreement with the insurer in terms of which we receive a binder fee of 20% of the gross written premium for performing certain binder functions which include claims settlement.

**T 0860 587 587 | F +27 11 728 0910**  
3rd Floor | Acacia Grove | Houghton Estate Office Park  
2 Osborn Road | Houghton | Johannesburg | 2196

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

Reg No. 2001/011518/07  
Directors: I Kirsh, W Kirsh, D Kirsh\*, P Maw, B Porter\* (\*Executive)  
Legal and Tax Services (Pty) Ltd is an Authorised Financial Services Provider, FSP No. 28566  
Funeral benefits underwritten by Centriq Life Insurance Company Limited, FSP No. 7370

Document version: 01112018



## 2. About the product supplier (insurer)

Name	Centriq Life Insurance Company Limited
Company registration number	1943/016409/06
FSP number	7370
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	+27 11 268 6490
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:claimscomplaints@centriq.co.za">claimscomplaints@centriq.co.za</a>

## 3. About the service

*The Product Long Term 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% of the premium payable	Monthly
Intermediary (Binder holder)	Binder holder fee	20% of the premium payable	Monthly

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

## 4. Particulars of FAIS ombud

Name	The FAIS Ombud
Postal address	PO Box 74571, Lynnwood Ridge, 0040
Physical address	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave, Lynnwood, 0081
Telephone number	+27 12 470 9080
Fax number	+27 12 348 3447
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 long-term insurance ombud

Name	The Ombudsman for Long-Term Insurance
Postal address	Private Bag X45, Claremont, Cape Town, 7735
Physical address	3rd Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town, 7700
Telephone number	0860 103 236 / +27 21 657 5000
Fax number	+21 674 0951
Email	<a href="mailto:info@ombud.co.za">info@ombud.co.za</a>
Website	<a href="http://www.ombud.co.za">www.ombud.co.za</a>

#### 6. Particulars of registrar of long-term insurance

Name	Registrar of Long-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
Telephone number	+27 12 428 8000
Fax number	+27 12 347 0221
Email	<a href="mailto:info@fsca.co.za">info@fsca.co.za</a>
Website	<a href="http://www.fsca.co.za">www.fsca.co.za</a>

#### 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 Service Provider or Product Supplier for assistance. Generally, you are required to advise the Product Supplier or within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim, report theft to the police and provide any other details that may be required by the Product Supplier. 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 Long-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 welcome pack 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 and additional or refund premium may become due and such amounts are also reflected in the welcome pack.*

*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. Where a Financial Services Provider is not authorised to receive payment on behalf of the Product Supplier, your payment should be made in favour of the Product Supplier. Should you not operate through a Financial Service Provider, then your payment should be made directly to your Product Supplier. In the case of monthly premiums by debit order, payment is usually made to the Product Supplier directly, unless you have authorised such payment via your Financial Services Provider or other third party, who has authority to collect premium on behalf of the Product Supplier.*

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

*The due date for the payment is reflected in your welcome pack, 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 at midnight on the day of the due date. Should you fail to make payment on or before the due date, you have a period of grace for the payment of premiums which is stated in your welcome pack.*

#### 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 welcome pack contains 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 sections 1, 2, 3 and 4.
- b. If any complaint to the intermediary or insurer/UMA 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 favour of either the intermediary or the Product Supplier (insurer) and may not be transferred without your approval.
- e. The FSP must give you 31 days' notice in writing of its intention to cancel your debit order.
- f. The FSP and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.
- g. The FSP 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 authority 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 recognized sources or databases. By insuring or renewing your 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. Use of your personal information

When you enter into this policy you will be giving us 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:

- a. Process your personal information to
  - i. Communicate information to you that you ask us for.
  - ii. Provide you with insurance services.
  - iii. Verify the information you have given us against any source or database.
  - iv. Compile non-personal statistical information about you.
- b. 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.
- c. Transmit your personal information to any third-party service provide, 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.

## 16. 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 Sector Conduct Authority.

A conflict of interest policy is available to clients upon request.