

# Disclosure and all other Legal Requirements

Important: Please read carefully.

(This notice does not form part of the Insurance Contract or any other document)

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, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interest and the integrity of the financial services 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.

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

## About the Financial Services Provider (Broker)

Name :Pleroma Brokers (Commercial) (Pty) Ltd.

Registration Number :1989/002941/07

VAT Number :4620142119

Postal Address :PO Box 9857, Centurion 0046

Physical Address :121 Sovereign Drive, Route 21 Corporate Park, Irene X30,

Centurion

Telephone Number :0123455052

E-mail Address :info@pleroma.co.za

Contact Person :Heinrich Smit

Authorised Financial Services Licence No.: 10609

## Intermediary Compliance Officer

Name :Simply Comply

Postal Address :PO Box 1767, Rooihuiskraal, 0154

Telephone Number :012 998 7938

E-mail Address : <u>Gaylene@simplyfais.co.za</u>

#### Other Matters of Importance

- You must be informed of any material changes to the information relating to changes in the Financial Services Providers and/or Risk Carrier (Insurer) and it must be confirmed in writing within 30 days.
- If any complaint to the Intermediary/Broker or the Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short- Term Insurance or to the FAIS Ombudsman.
- Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of the failure of such a test.
- If your premium is paid by debit order, it may only be in favour of either the Intermediary or the
- Product Supplier (Insurer) and may not be transferred without your approval.
- The Product Supplier (Insurer) must give you 30 days 'notice in writing of its intention to cancel your debit order or policy.
- The Product Supplier (Insurer) and not the Intermediary (Broker) must give reasons in writing for the rejection of any claim submitted by you.
- You are entitled to a copy of the policy free of charge.
- If premiums paid by debit order it may only be in favour of one person and may not be transferred without your approval; and
- The Insurer must inform you at least 30 days before the intention to cancel of such debit order, in writing.

#### Written Mandate to act on behalf of the Insurer

Broker whereby they are authorised to act as Independent Intermediary for all policyholders. The above mentioned Broker has no interest and do not own any shares in any Insurance Company or any Insurer. In the preceding year, the Broker placed more than 10% of their business with an Insurer. They are not an associated company of any Insurer.

Pleroma Brokers Commercial (PTY) Ltd has entered in to intermediary agreements with the following product suppliers and may therefor transact with them in an independent capacity under a regulatory authority.

Auto & General Itoo

AUMA (Santam Marine) Fire Dart

Camargue King Price

CIA Lombard

Discovery Insure Old Mutual (Omni Sure)

Guardrisk Santam

H&L SHA

Hollard Thatch Risk Underwriters (Compass)

Ream (Western Insurance)

Bryte Insurance

#### Legal status

The above mentioned Broker is an authorised Financial Services Provider in terms of the FAIS Act and may render advice and/or intermediary services in respect of Category 1, Subcategory 2 & 6, relating to short-term insurance products. The Broker accepts liability for all financial advice and/or intermediary services provided by the representatives, whose services may be provided under supervision.

#### Professional Indemnity and Guarantee

The above mentioned Broker holds a Professional Indemnity Insurance.

The above mentioned Broker does not earn more than the regulatory commission. In terms of the Short-Term Insurance Act, an Independent Intermediary may earn up to 12.5% commission on Motor Insurance and 20% for Non-Motor business on the gross written premium shown. All fees are shown in the attached Policy Schedule.

## Name, Class or Type of Policy

Full details about the name, class and type of policy are more specifically described in the attached Policy Schedule and incorporated in the Policy Wording. The Policy Schedule and Policy Wording must always be read as one document.

### Premium Payments

Premium as specified in the attached Policy Schedule is to be paid by debit order, in advance on the first working day of each month, unless otherwise agreed between the 1<sup>st</sup> and 28<sup>th</sup> day of each month.

## 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. The failure to pay the reflected premium on or before the due date will result in your insurance cover being cancelled.

#### First Amount Payable (Excess)

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 Policy Wording contain the amounts that you pay as a portion of a claim and your Financial Services Provider/Broker can assist you with any queries you have in this regard.

#### Claims Procedure

Procedures for the submission of claims are detailed in the Policy Wording in the sections of the policy headed GENERAL.

In the event of a possible claim you must notify your personal broker as soon as possible. The contact details of your broker is detailed on the accompanying policy schedule.

In the event of a claim you will be required to supply the following:

- Details of other insurance covering the same event
- Written details of the event unless otherwise instructed
- Information and proof in support of the claim
- Documents or details of any communication in connection with the claim.
- Any other relevant documentation that is required

You must make no admission or statement of liability or make any offer to any third party. Claims resulting from loss, theft or malicious damage must be reported to the South African Police. You must notify the insurer immediately, once you become aware of any impending prosecution. In the event of a claim you may become responsible for a first amount payable in respect of a claim. A detail of any such responsibility is shown in the Policy Wording and the amount is shown in the Policy Schedule.

#### 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 policy holders.

The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by Trans Union on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented here in gives consent to the said information and is closed to any other insurance company or its agent.

You are similarly giving consent to the sharing of information in regard 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 data bases.

By insuring or renewing your insurance, you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regard 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 Data Sharing System.

## How we use your information:

- a. You can refer to our Privacy Policy [located on www.pleroma.co.za] for more information on our privacy practices.
- b. Pleroma Brokers Commercial (PTY) Ltd. collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.

- c. Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.
- d. Pleroma Brokers Commercial (PTY) Ltd. may process your information. information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints, your signature or voice) and your name.
- e. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- f. Pleroma Brokers Commercial (PTY)Ltd. may process your information for the following reasons (amongst others):
  - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - To detect, prevent and report theft, fraud, money laundering and other crimes.
  - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
  - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
  - To develop, test and improve products and services for you.
  - For historical, statistical and research purposes.
  - To process payment instruments (like a cheque) and payment instructions (like a debit order).
  - To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
  - To do affordability assessments, credit assessments and credit scoring.
  - To manage and maintain your accounts or relationship with Pleroma Brokers Commercial (PTY) Ltd.
  - To disclose and obtain information from credit bureau regarding your credit history.
  - To enable you to participate in the debt review process under the National Credit Act, where applicable.

- To enable Pleroma Brokers Commercial (PTY) Ltd. to deliver goods or documents or notices to you.
- For security, identity verification and to check the accuracy of your information.
- To communicate with you and carry out your instructions and requests.
- For customer satisfaction surveys, promotional and other competitions.
- g. Pleroma Brokers Commercial (PTY) Ltd. may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:
  - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
  - Debt counselors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
  - Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
  - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that Pleroma Brokers Commercial (PTY) Ltd. under the law have to share your information with.
  - Credit bureau.
  - Pleroma Brokers Commercial (PTY) Ltd. 'service providers, agents and subcontractors like couriers and other persons Pleroma Brokers Commercial (PTY) Ltd. uses to offer and provide products and services to you.
  - Persons to whom Pleroma Brokers Commercial (PTY) Ltd. cedes their rights or delegates their obligations to under agreements.
  - h. Pleroma Brokers Commercial (PTY) Ltd. can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
  - i. Pleroma Brokers Commercial (PTY) Ltd. may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

- j. You have the right to access the information Pleroma Brokers Commercial (PTY) Ltd. has about you by contacting us at info@pleroma.co.za or 012345052
- k. You have the right to request us to correct or delete the information Pleroma Brokers Commercial (PTY) Ltd. has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.
- I. You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at info@pleroma.co.za
- m. You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.
- n. You have the right to file a complaint with Pleroma Brokers Commercial (PTY) Ltd. or the Information Regulator, once established, about an alleged contravention of the protection of your information.

#### POPI

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.

#### 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 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.

#### Section 21 of The Code of Conduct

The Code of Conduct provides that no provider may request or induce in any manner a client to waiver any right or benefit conferred on the client, by or in terms of, any provisions of this code, or recognize, accept or act on any such waiver by the client and any such waiver is null and void.

#### Fraud and Complaints

Fraud: If you become aware of irregularity on any policy you may contact your Insurer where your call will be treated in confidence. Complaints: If you would like to lodge a complaint regarding the service that you have received please contact your Insurance Broker and failing satisfactory result please contact your Insurer.

#### Declaration by FAIS Representative

I hereby confirm that I am aware that I am authorised to provide advice and/or intermediary services only in respect of the product sub-categories and product suppliers recorded in the Tables above, and in accordance with all applicable requirements of the Financial Advisory and Intermediary Services Act 37 of 2002. Should I fail to provide financial services in accordance with the restrictions of the Insurer mandate and/or should I provide financial services in a manner which may be regarded as material non- compliance with the FAIS Act, I am aware that disciplinary action may be taken against me, which could lead to a sanction of dismissal and/or debarment.

I acknowledge that I know and understand the contents of this declaration; and that I have no objection in attesting hereto.

# Waiver of Rights

The General Code of Conduct stipulates that no Financial Services Provider may request or induce in any manner a client to waiver 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 the client. Any such waiver is null and void.