

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 policyholder, or prospective policyholder, you have the right to the following information: -

Whilst we make every effort to ensure you fully understand the insurance product, we have supplied there are certain facts we are obliged in terms of legislation to ensure that you not only know about but understand. The most notable being the Financial Advisory and Intermediary Services Act (FAIS) and in the case of clients purchasing policies in their personal capacity, the Policy Holder Protection Rules.

The most important objective of these obligations is to ensure You, our client, have full knowledge about the organisations involved in delivering the service to You as well as full understanding of the product You have purchased. Whilst every effort has been made to ensure we have achieved this objective, if at any time You feel we have not provided You with the information required or You do not understand the information we have given you, please ask us – do not assume! Whilst this information is important it does not form part of Your actual policy wording.

So, what is it that we need to tell you? Let us start by explaining some of the terminology you may have heard about or may encounter in Your dealings with us:

Financial Service Provider: This is generally us, Your Insurance Broker, sometimes referred to as an Intermediary.

Underwriting Manager / Administrator:

They are appointed either by a Product Provider (Insurer) or the broker to manage a specific type of product on their behalf. This is due to the specialist knowledge of the staff of Underwriting Managers and their ability to deliver a very focussed and cost-effective service to ourselves as insurance brokers and ultimately You the Client.

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 spouse, children, parent. Where these relationships exist, you need to be made aware of them.

Financial Advisory and Intermediary Services Act (FAIS):

This piece of legislation was introduced to ensure there are minimum standards set within the Financial Services sector, to ensure You the client receive the highest possible level of service and protection. It governs, amongst other things, the following:

1. The financial stability of the Financial Service Provider;
2. The Honesty and Integrity of the Financial Service Provider;
3. The ability of the Financial Service Provider to look after the client;
4. The formal qualifications required by the key staff of any Financial Service Providers who give You advice;
5. The methods and technical content of the advice given to You;
6. The need for each Financial Service Provider to be licensed before they can give You advice;
7. Standards for dealing with any complaint that You may have;
8. Penalties for breaches of any of the regulations required in terms of the Act; these include fines, imprisonment and loss of the ability to carry on business; and
9. The need for us to have a Compliance Officer to assist us with meeting all our obligations in terms of the Act.

Policy Holder Protection Rules:

These require some additional duties to be adhered to by Insurers in respect of clients purchasing personal insurances. Where applicable to You these will be pointed out in this document.

Ombudsman:

The independent body created to further protect the client and deal with any disputes between insurers and clients. There are currently two such Ombud's:

- The Short-Term Insurance Ombud deals with disputes on personal insurance matters e.g. Your personal motor or household insurances;
- The FAIS Ombud deals with all disputes for all types of clients that arise out of the provision of advice as dealt with by the FAIS Act.

The Financial Services Conduct Authority:

Is the body that administers the FAIS Act and other legislation relevant to insurance.

Details about US, your financial Services Provider (FSP) Intermediary / Broker:

Company Name Sensible Risk Solutions (Pty) Ltd
Registration No 2014/00204790/07
Registered Address: Wild Fig Business Park, 1494 Cranberry Street, Block A, 1st Floor, Honeydew, 2040

Postal Address: Suite 178 Private Bag X3 Strubens Valley 1735

Telephone Number: 010 0017590

E-mail Address: christell@thesensiblecrowd.com

Website: www.sensiblerisk.com

Our Licence to transact business as a Financial Services Provider:

Licence Number: 48159

Categories of Licence: Advice and Intermediary services in respect of: Short Term Insurance – Personal Lines, Commercial Lines, Long Term Insurance Cat A, Cat B1, Cat B2, Cat 3 Cat C, Retail Pensions, Pension Funds and Participatory Collective Investment Schemes.

Mandate:

We have written mandates to represent various insurers and underwriting managers and will only present terms to you where we have such an agreement.

We also have written agreement, with companies that provide insurance-related services that may provide services and products to you:

FSP Number 49838 - 1 RIEKERT STREET, ONTDEKKERSPARK, FLORIDA, 1709 Tel 083 397 0092

We also have written agreement, with companies that provide non-insurance services that may provide services and products to you:

Sensible Legal Services (Pty) Ltd – Old Mutual Precinct, Pinelands, Cape Town, 7700. Tel 010 612 0379 (This is a related party)

How do we get paid for what we do?

In terms of our standard agency agreement, we receive a commission from the Insurer with whom we place your insurances. This commission allows us to provide the following services to you:

- i) Selling and renewing policies.
- ii) Maintaining and servicing policies.
- iii) Collecting or accounting for premiums.
- iv) Receiving, submitting or processing claims

The level of these commissions varies depending upon product type and range from 1% to 2% for Certain Long-Term Products, 10% for SASRIA, 12,5% for Motor and 20% for all others.

In terms of our Outsource agreement/s we receive a fee from the Insurer/s concerned of up to 5 % of the gross premium of your policy

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

Details of any insurer providing more than 30% of our annual earnings:

Nil

Our Insurances in place that provide protection to our clients:

Professional Indemnity: Insurer: Leppard and Associates underwritten by Lombard Insurance Limited.

Limit: R 10 000 000.00

Fidelity Guarantee: Insurer: N/A

Limit: N/A

IGF Guarantee: Insurer: N/A

Limit: N/A

Our Compliance Officer:

Name: Mr Craig Ormrod

Company: Associates Compliance

Contact details: Tel: 011 678 2533

E-mail: craig@associatedcompliance.co.za

Premium collection other than by the insurer or their underwriting manager, or ourselves:

The mandate to collect premiums in respect of personal and/or commercial insurances via debit order is provided directly to a premium collection agency by the insurer concerned. If the collection is done by the insurer themselves, please contact the insurer should you have any concerns.

Should the collection be done by a collection agency, their details are as follows;

Company Name: Insure Group Managers (Pty) Ltd
Registered Address: 6 St Giles Street Randburg 2194
Telephone Number: 011 449 6800

E-mail Address: ernstp@insuregroup.co.za

Their license to transact business as a Financial Services Provider. **Licence Number:** 45351

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

Name: Mr Ernst Potgieter

Address: 6 St Giles Street Randburg 2194

E-mail Address: ernstp@insuregroup.co.za

How to Institute a complaint:

If You have a complaint about our service, staff or products sold to you please contact the following person in writing with full details of the problem You have encountered.

The Complaints Manger Sensible Risk Solutions:

E-mail: Henry@thesensiblecrowd.com

Should the complaint not be resolved to your satisfaction, the particulars of the Short-term Insurance Life 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 National Financial Ombudsman Scheme (NFO):

Short Term, Long Term, Banking & Credit Ombudsman:

Physical Address (Johannesburg): 110 Oxford Rd, Houghton Estate, Johannesburg, Gauteng, 2198

Physical Address (Cape Town): Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Western Province, 7700

**Email Address: info@nfosa.co.za
Telephone Number: 0860-800-900
Website: www.nfosa.co.za**

Particulars of the FAIS Ombudsman:

FAIS Ombudsman

**Physical Address: Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010.
Postal Address: P.O. Box 41, Menlyn Park, 0063.
Tel: +27 12 762 5000
Email Address: info@faisombud.co.za**

Particulars of the Financial Services Conduct Authority FSCA:

**41 Matroosberg Road Ashlea Gardens Pretoria 0002.
Tel: (012) 428 8000**

SASRIA:

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 7380, Johannesburg, 2000. 47 Wierda Road West, Wierda Valley, Sandton, 2196. Tel: (011) 881 1300 / 0861 727742; Fax: (011) 783 0781 / 0861 727329; E-mail: info@sasria.co.za

Compliance Officer: The Manager: Technical and Claims Claims notification Procedures:
In the event of a claim, all relevant documentation relating to your claim must be submitted to the Nominated Insurer, the name and address of whom appears below.

Complaints in respect of a The Manager: Technical and Claims representative:

Sasria Limited, P.O. Box 7380, Johannesburg, 2000.

POPI Protection of Person Information Act

Please read Sensible Risk Solution's Privacy notice at: www.sensiblerisk.com

Important Additional Information for all our Clients:

Distribution Channel:

These are arrangements with any of the above or combination of these that provides support or services to us in our role of providing a financial service to you.

Any other person:

If there are any other persons that provide us with a financial interest as part of the delivery of the financial service.

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.

We also confirm that no staff are incentivized to give preference to any specific insurer and/or product and where incentives based on volumes of business are in place, these are supported by an assessment of the quality of the business sold and procedures followed.

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? **No**

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? **Yes**

Staff incentives

We also confirm that none of our Staff are incentivised to give preference to any specific Insurer and/or product and where incentives based on volumes of business are in place, these are supported by an assessment of the quality of business sold and procedures followed.

POPI

We are also responsible to ensure proper record keeping procedures are in place in terms of purpose, lawful processing, storage and destruction in terms of the Protection of Personal Information Act, Act 4 of 2013 (POPI).

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 anyone 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: (insert email address)

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, free of charge.

Your Insurer, via the Underwriting Manager, undertakes:

To be the one who can provide the reason for any claim that is repudiated is the Insurer even if your policy is administered by a Underwriting Manager;

To ensure that they write to You should they wish to cancel Your policy and to give You at least 30 days' notice of their intention to do so.

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 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 Your premiums in anyway 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.

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, we need to advise them of any changes that could affect their view of You and Your policy.

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 recognised sources or databases.

Other Matters of Importance:

- (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 30 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 may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (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.**