

**DISCLOSURES REQUIREMENT IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISERS AND INTERMEDIARY SERVICES (FAIS) ACT, NO 37 OF 2002**

The purpose of this document is to provide you with the key information that you should know before proceeding with the policy. As a short-term policyholder you have the right to the following information: For the purposes of this document, FSP = Financial Services Provider as defined in the FAIS Act, being the insurance broker or intermediary.

**Name of Insurer:** **Guardrisk Insurance Company Limited** (Registration Number: 1992/001639/06)

Physical Address: 102 Rivonia Street, Sandown, Sandton, 2146 (entrance in Johan Street)  
Postal Address: PO Box 786015, Sandton, 2146  
Telephone Number: + 27 11 669 1000  
Facsimile Number: + 27 11 669 1931  
FAIS Registration: Guardrisk Insurance Company Limited is an Authorised Financial Service Provider in terms of the FAIS Act - FSP 75

Compliance Officer: The Compliance Manager  
Telephone Number: + 27 11 669 1039  
Facsimile Number: + 27 11 669 2792  
E-mail Address: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

Complaints: You can access the Complaints Resolution Policy at:  
[www.guardrisk.co.za](http://www.guardrisk.co.za) or e-mail [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

**Products Authorised:** Category 1 – Short-Term Insurance: Commercial Lines.  
**Product:** Professional Indemnity and/or Public Liability for Chartered Accountants

**Underwriting manager:** **General and Professional Liability Acceptances (Pty) Limited (GPLA)**  
Authorised Financial Services Provider No. 3664

Physical Address: One Building, 12 Culross Road, Bryanston, Sandton, 2191  
Postal Address: Postnet Suite 221, Private Bag x 75, Bryanston, 2021  
Phone Number: 011 069 0744

**Compliance Officer:**

Contact Person: Ms Glynnis Styles  
Email: [Glynnis.s@one.za.com](mailto:Glynnis.s@one.za.com)  
Phone Number: 011 063 0563

**Complaints Contact Person**

Contact Person: Gary La Grange  
Email: [Gary.LaGrange@gpla.co.za](mailto:Gary.LaGrange@gpla.co.za)  
Phone Number: 011 069 0745

General and Professional Liability Acceptances (Pty) Limited (GPLA) provides financial services on behalf of Guardrisk Insurance Company Limited and does not have more than 10% direct or indirect shareholding in Guardrisk Insurance Company Limited. General & Professional Liability Acceptances (Pty) Ltd trading as GPLA receives a binder fee and profit commission in terms of its Binder Agreement with Guardrisk Insurance Company.

**Contractual relationships between General and Professional Liability Acceptances (Pty) Ltd and Insurers**

1. In terms of its current status as an Authorised Financial Services Provider, GPLA is authorised to provide Commercial Insurance
2. GPLA does hold Professional Indemnity Insurance and Fidelity Guarantee Insurance
3. GPLA does not receive more than 30% of its total remuneration from the stated Insurer.

**CONFLICT OF INTEREST POLICY**

The Company has a comprehensive Conflict of Interest policy in place and can be accessed via the internet on [www.one.za.com](http://www.one.za.com). There are no conflicts in terms of the FAIS Act identified at present in any of the following areas of operations:-

1. Associated Companies
2. Third Party relationships
3. Ownership interests with these relationships
4. Financial Interests or Immaterial Financial Interests paid or received from any of the above entities

## **IMPORTANT INFORMATION FOR YOU, THE INSURED**

Do not sign any blank or partially completed forms regarding this policy or benefit provided by this policy.

No-one may induce/request you to waive any right or benefit provided by this policy. Do not be pressured into this contract.

Any documentation completed and requested will form part of the insurance contract between the Proposer and the Insurer. Should any information which is material to the underwriting criteria of your insurance contract not be disclosed we (the Insurer) reserve the right to void a risk from inception or change the terms with immediate effect should the risk appear or deem to be unacceptable or uninsurable.

Where the term of the policy exceeds 31 days and no benefit has been paid or claimed and no insurable event has yet occurred, you can within 14 days of receiving the policy document cancel the cover by way of written notification to the Underwriting Manager and the premium paid, less the cost of any risk cover enjoyed, will be refunded to you.

Premium is payable on or before the inception date or renewal date or instalment date as the case may be. The Insurer and Underwriting Manager shall not be obliged to accept premium tendered to them more than 15 days after such date but may do so upon such terms as they in their sole discretion may determine.

Monthly paid policies contain a provision for a period of grace for the payment of premiums of not less than 15 days after the relevant due date being the 1<sup>st</sup> day of the month, however this grace period only applies from the 2<sup>nd</sup> month.

This contract may be cancelled by the Underwriting Manager if a fraudulent claim is made and/or the premium is not paid. If the premium is subject to an instalment payment facility then, a pro rata refund will be payable by the Insurer to the instalment payment facility provider. However, in the event of a claim having been notified to the Underwriting Manager, prior to cancellation of this contract there will be no pro rata refund payable.

There is a tax consideration applicable to the products in the form of Vat

### **Claims Procedure**

Notice of the intention to lodge a claim must be provided to the Underwriting Manager in terms of the policy conditions. The required documentation must be provided as soon as possible.

If you are dissatisfied with any aspect of your insurance contract you may, after stating your case to our Complaints Department or that of the Insurer and not received a satisfactory response, you may make a complaint to The Ombudsman's Office which can be contacted as follows: -

### **FAIS Ombudsman**

Postal Address: P O Box 74571, Lynwood Ridge, 0040  
Telephone Number: 012 470 9080 Fax Number: 012 348 3447  
E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)

### **Short Term Insurance Ombudsman**

Postal Address: P O Box 32334, Braamfontein, 2017  
Physical Address: Sunnyside Office Park, 5<sup>th</sup> Floor, Building D, 32 Princess of Wales Terrace, Parktown  
Telephone Number: 011 726 8900 Fax Number: 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)

### **Financial Sector Conduct Authority (FSCA)**

Postal Address: P.O. Box 35655, Menlo Park, 0102  
Telephone number: 0800 20 37 22 Fax Number: 012 346 6941  
Email: [info@fsc.co.za](mailto:info@fsc.co.za) Website: [www.fsc.co.za](http://www.fsc.co.za)

### **About the Broker:**

As a short-term insurance policyholder, or prospective policyholder, your Insurance Intermediary / Insurance Broker has to provide you with the following information of their Company:

- Their name, physical address and postal address and telephone number.
- Their legal status and any interest in the Insurer or Underwriting Manager
- Whether or not they / their company is in possession of Professional Indemnity Insurance.
- Details of how to institute a claim.
- The South African Rand amount or percentage of fees and commission payable to them
- Confirmation of their written mandate to act on behalf of Insurer or Underwriting Manager