

# STATUTORY DISCLOSURE NOTICE TO NON-LIFE INSURANCE POLICYHOLDERS IMPORTANT

PLEASE READ CAREFULLY

## DISCLOSURE AND OTHER LEGAL REQUIREMENTS

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

As a non-life 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 (UMA or intermediary) 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, in your interests and to uphold 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 that you are entitled to together with information about the Ombudsman. Should you experience difficulties in obtaining the required details, please contact your Financial Services Provider for further assistance.

#### 1. About the Product Supplier (Insurer)

**Name:** Auto & General Insurance Company Limited, a licensed non-life Insurer & Financial Services Provider

**Registration No:** 1973/016880/06

**FSP No:** 16354

**Physical address:** Auto and General Park, 1 Telesure Lane, Riverglen, Dainfern, 2191

**Tel:** +27 11 489 4000

**Website:** www.autogen.co.za

**Compliance:** Auto and General has appointed Telesure Group Services (Pty) Ltd as their compliance officer and they may be contacted on:

**Email:** compliance@tihsa.co.za

**Tel:** 0860 999 954

Claims: The claims process is detailed in the insurance contract. The claims specialist is contactable at the numbers provided in your policy schedule.

Complaints: All complaints must be reduced to writing and sent to the claims specialist at the numbers above or email [disputeresolution@autogen.co.za](mailto:disputeresolution@autogen.co.za).

Auto and General is a licensed non-life Insurer and Financial Services Provider in terms of the FAIS Act and may render advice and intermediary services in respect of Short-Term Insurance Personal Lines and Commercial Lines.

Auto and General holds professional indemnity insurance and fidelity guarantee cover.

#### 2. About the Underwriting Management Agent (UMA)

**Name:** Total Risk Administrators (Pty) Ltd (TRA), an authorised financial services provider

**Registration No:** 1999/024507/07

**FSP No:** 40815

**Physical address:** 16 Jersey Drive, Longmeadow Business Estate (East), Longmeadow, Edenvale, 1609

**Postal address:** PO Box 8012, Greenstone, 1616

**Tel:** +27 11 372 1540

**Fax:** +27 11 372 1579

**Website:** www.totalrisksa.co.za

**Email:** info@totalrisksa.co.za

**Public Officer and Key Individual:** G Du Preez

**Tel:** +27 11 372 1540

**Compliance:** ISS Compliance (Pty) Ltd, Practice No. 28

**Tel:** +27 11 064 1672

**Email:** compliance@nfsigroup.co.za

In terms of the FSP license, TRA is authorised to render Intermediary Services for products under: CATEGORY 1: Long-Term Insurance subcategory A, Short Term Insurance Personal Lines, A1, and Commercial Lines.

Claims: The claims process is detailed in the insurance contract. Claims must be submitted to [claims@totalrisksa.co.za](mailto:claims@totalrisksa.co.za)

**Complaints:** All complaints must be reduced to writing and sent to [complaints@totalrisksa.co.za](mailto:complaints@totalrisksa.co.za)

Should we not be able to address the concerns to your satisfaction, you may wish to lodge a complaint with any of the Ombudsmen whose details appear below, but in particular with the FAIS Ombud. You are entitled to request a copy of our complaints policy and procedure.

TRA holds a written mandate in an underwriting capacity to provide binder functions on behalf of the insurer and earns a binder fee for performance of certain binder functions including claims settlement. TRA holds Professional Indemnity Insurance Cover.

#### 3. Particulars of the FAIS Ombudsman

**Name:** The FAIS Ombud

**Tel:** +27 12 762 5000

**Email:** info@faisombud.co.za

**Website:** www.faisombud.co.za

#### 4. Particulars of the Ombudsman for Short Term Insurance

**Name:** The Ombudsman for Short-Term Insurance

**Tel:** +27 11 726 8900

**Fax:** +27 11 726 5501

**Email:** info@osti.co.za

**Website:** www.osti.co.za

#### 5. 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. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excess (or deductibles) or any other information, please contact your broker or TRA for assistance.

#### 6. Extent and Nature of Premium Obligations Premium

The premium and all accompanying charges are detailed on your policy schedule. Method of payment: Monthly premiums are to be paid on the designated day of each calendar month (due date). Consequence of Non-Payment: 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 31 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.

#### 7. Warning

Do not sign any blank or partially completed application forms. Complete all forms in ink. Keep all documents handed to you. Make notes as to what is said to you. Ask for a letter of representation from your advisor. Do not be pressurised into buying the product. Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

#### 8. Conflict of Interest Policy

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 adopt 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 management policy is available to clients upon request.

In the past financial year, the UMA received more than 30% of its income from the Insurer. The UMA has a written mandate (Binder agreement) to act on behalf of the Insurer.

#### 9. Other Matters of Importance

You will be informed in the event of any material changes to the information referred to in paragraphs 1, 2 and 3. If the information in paragraphs 1 and 2 was given orally, you will receive this information in writing. A Polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim. If the insurer wishes to cancel your policy, this will be given in writing to your last known email address. If your premium is paid by debit order, the debit order must be in favour of the Product Supplier (Insurer) and may not be transferred to any other party without your approval.

#### 10. How to institute a Claim

Claims must be submitted to TRA. TRA may assist in the electronic identification and submission of qualifying claims. However, the onus remains on the Insured to ensure that relevant claims are submitted. If you receive a summons or notice of impending legal action with regards to a claim in terms of your policy, notify TRA or the product Supplier (insurer) immediately and forward any documentation to them.

#### 11. Sharing of Information

Insurers may share information with each other regarding policies and claims with a view to preventing fraudulent claims and obtaining 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 regarding past insurance policies and claims that you have made and 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 your insurance, you hereby not only consent to such information sharing but also waive any rights of confidentiality regarding 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, may be included on the system and made available to other insurers participating in the Information Data Sharing System.

#### 12. Use of Personal Information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPIA"). 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 your behalf. You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

#### 13. 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.