

**POLICYHOLDER PROTECTION INFORMATION****SANTAM LIMITED (Santam)****(Your Insurer)**

FSP Number 3416  
 Physical Address 1 Sportica Crescent  
 Tyger Valley  
 Bellville  
 7530  
 Postal Address PO Box 3881  
 Tyger Valley  
 7536  
 Telephone (021) 915 7000  
 Fax (021) 914 0700  
 Email [contactus@santam.co.za](mailto:contactus@santam.co.za)  
 Website [www.santam.co.za](http://www.santam.co.za)

Compliance Department  
 PO Box 3881, Tyger Valley, 7536  
 (021) 015 7149

[SantamGroupCompliance@santam.co.za](mailto:SantamGroupCompliance@santam.co.za)

Santam is authorised to provide financial advisory and intermediary services in respect of commercial and personal lines short-term insurance business and has professional indemnity insurance in place.

Santam has a management policy which regulates conflict of interest when rendering financial services. For details visit [www.santam.co.za](http://www.santam.co.za)

**Fraud Service**

Santam Fraudline:

If you become aware of any irregularity on any policy you can contact Santam's Fraudline on 0860 600 767, where your call will be received in confidence.

**How to Submit a Complaint**

Should you wish to lodge a Complaint regarding the services rendered to you by the SHA division, you may address your complaint to the Santam Client Care office:

Telephone: 0860 102 725  
 Email: [complaints@santam.co.za](mailto:complaints@santam.co.za)

Alternately, the Santam Internal Arbitrator (IA) is appointed to provide impartial adjudication of any complaints escalated to his/her office at:

[internal.arbitrator@santam.co.za](mailto:internal.arbitrator@santam.co.za)

If your Complaint is not satisfactorily resolved within 6 weeks from the date that you have lodged it, you may proceed to lodge a complaint with the appropriate Ombudsman (details as per below).

**SHA Risk Specialists (SHA)****A Division of Santam Limited**

Physical Address The Wanderers Office Park  
 52 Corlett Drive  
 Illovo  
 2196  
 Postal Address P O Box 55347  
 Northlands  
 2116  
 Telephone (011) 731 3600  
 Website [www.sha.co.za](http://www.sha.co.za)

**How to Submit a Claim**

Claims against your Insurance Policy must be reported to your Insurer in accordance with the claims Notification Condition contained in your Policy and should be notified via your Broker. However, please note that notice to your Broker will not constitute notice to your Insurer and if notice of the claim is not received timeously by your Insurer your claim could be repudiated due to breach of your Policy Conditions.

**Your Duty of Disclosure and Good Faith**

It is your responsibility to ensure that all questions on the proposal form are completed fully and truthfully AND to disclose ALL material information which could affect the Insurer's decision to accept the risk or impose conditions for acceptance or what premium to charge.

If you fail to disclose information which is material or misrepresent information provided to the Insurer, the Insurer could declare your Policy void as of inception. If in doubt, rather err on the side of caution and disclose the information.

Please also ensure that the information you and/or your broker provided to us is true and accurate as any discrepancies in the information may influence future claims.

**Information that Affects the Risk**

You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change. If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk. In this instance the term "you" includes any person acting on your behalf.

### Extent of your monetary obligations

The details regarding the premiums payable by you are included in the Quote or Policy Schedule (as the case may be) to which this Disclosure Notice is attached.

Your broker should provide you with a detailed statement indicating the total monetary obligation in respect of your insurance policy (once incepted), including details of any commission payable to your broker by the Insurer and/or any other fees that may be payable by you to your Broker.

### Consequence of non-payment of Premium

The due date for the payment of premium is reflected on your policy schedule, certificate of cover, renewal notice or premium advice as the case may be. Should you fail to make payment on or before the due date / payment date, you have a period of grace for the payment of premiums. You will be notified of the non-payment and given a grace period of at least 15 days to pay the outstanding premium which (in respect of a monthly payable policy, will be effected by way of a double debit at your next debit order date). Your policy will remain in force for a period of 15 days after that due date / payment date.

### POPI Purpose Specification and Sharing of Information

When applying for an Insurance Policy you will need to disclose certain information to us that could be deemed personal information in terms of the Protection of Personal Information Act 2013 (POPI) and we will accordingly take all reasonable steps to ensure that your information is processed / used / stored in accordance with POPI and only for the following purposes:

- To verify the information disclosed herein against any other source;
- To communicate with you directly should you request us to and in accordance with relevant regulatory requirements;
- To compile non-personal statistical information to assist in assessing similar risks;
- To assess the risk to be underwritten and, if a Policy of Insurance is issued pursuant to and based upon such information, that said information may be used at a later stage to assess any future claims that I/We may have against any such Insurances issued by SHA on behalf of Santam Ltd;
- To transmit your personal information to any affiliate, subsidiary, service provider or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, reinsurance and credit control;
- In order to combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing information of policyholders on which we will store your information in order to verify it against legally recognised sources and databases.

### Your Right to Privacy

Your right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

### Consent Statement

To enable Santam to underwrite risks fairly and to combat insurance fraud, you consent that Santam may verify and share policy information. You therefore authorise us:

- to share any underwriting and claims information for any insurance policy or claim made by you or on your behalf as we regard necessary;
- to store this information in a shared database and use it in the public interest;
- to give this information to any insurer or its agent;
- to verify and share any underwriting information with legally recognised sources or databases.

### Waiver of Rights

No one may request or induce you in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the FAIS General Code of Conduct, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

## STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

### IMPORTANT – PLEASE READ CAREFULLY

#### Disclosures and other Legal Requirements

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

- All contact details of your Insurer and your Broker should be disclosed
- You are entitled to a copy of the policy free of charge.
- Subject to the application of this cooling-off right, if this policy has a duration of 31 days or more, no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy, via written notification, within 14 days after the receipt of this policy or from a reasonable date on which it can be deemed that you received this policy. Santam will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself. Santam will comply with your request for cancellation within 31 days after Santam receives your cancellation notice.
- Any excesses/deductibles for which you will be responsible in the event of a claim are indicated in your Quote and your Policy Schedule along with an explanation of when the excess may be payable and what the consequences of non-payment may be (if any).
- You must be informed of any material changes to the information relating to the Insurer and the Broker.
- If any information was given orally, it must be confirmed in writing within 31 days.
- If any complaint to your Broker or your Insurer is not resolved to your satisfaction, you may submit the complaint to the Financial Sector Conduct Authority.
- 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 a claim.
- If premium is 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 31 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- The insurer and not the intermediary must give reasons for repudiating your claim.
- Your insurer may not cancel/terminate your insurance merely by informing your intermediary. There is an obligation to make sure that the notice has been sent to you.

#### Institutions for Referral of Complaints not resolved to your satisfaction

##### Short-term Insurance Ombudsman

Postal Address	P.O. Box 32334 Braamfontein 2017
Physical Address	1 Sturdee Avenue, First Floor Block B, Rosebank 2196
Telephone	(011) 726 8900
Fax	(011) 726 5501

##### FAIS Ombudsman

Postal Address	P.O. Box 74571 Lynnwood Ridge 0040
Physical Address	Kasteel Park Office Park, Orange Building, 2 <sup>nd</sup> Floor 546 Jochemus Street Erasmus Kloof Pretoria
Telephone	086 066 3247
Fax	086 764 1422
Email address:	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Web site	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

##### Financial Sector Conduct Authority

Postal Address	P.O. Box 35655 Menlo Park, 0102
Telephone	(012) 428 8000
Fax:	(012) 346 6941

##### Sasria SOC Ltd

Postal address	PO Box 653367 Benmore 2010
Physical address	36 Fricker Road Illovo 2196