



## **LEGAL DISCLOSURES**

### **IMPORTANT INFORMATION FOR ALL OUR CLIENTS**

<b>Company Name:</b>	Qualisure Business Trust
<b>Company Registration:</b>	IT 777/2009
<b>Registered Address:</b>	48 Walter Sisulu Street, Wilgehof, Bloemfontein, 9301.
<b>Telephone number:</b>	051-4464051
<b>E-mail Address:</b>	<a href="mailto:admin@qualisure.net">admin@qualisure.net</a>
<b>Website Address:</b>	<a href="http://www.qualisure.net">www.qualisure.net</a>

#### **Our license to transact business as a Financial Services Provider**

<b>Reference number:</b>	41198
<b>Categories of license:</b>	Personal Lines Commercial Lines
	All our Staff are currently authorised to provide advice and intermediate services. Where they work under supervision it will be disclosed to you.

#### **Mandates from insurers and/or underwriting managers**

**Standard agency agreements to represent insurers:** We have written mandate to represent various insurers and will only present terms to you where we have such an agreement.

#### **Additional authorities provided by insurers:**

We have an additional written agreement, referred to an Outsource agreement with some insurers listed below to conduct the following services on their behalf;

- i) Capture all policy data on Insurer system to allow the issuing of a policy document for clients
- ii) Capture all amendments to policy data on Insurer system to allow an updated schedule to be issued to the client
- iii) Maintain all policy holder records

Insurer: Santam (Personal and Commercial business)

#### **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 policies
- ii) Maintaining and servicing policies

The level of these commissions vary depending upon product type and range from 7.5% for SASRIA, 12.5% for Motor and to 20% for all others. In terms of our Outsource agreement/s we receive a fee from the Insurer/s concerned as follows;

Santam: 3% of gross premium in respect of Personal lines and Commercial Business.

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 instructions, this will however compromise the additional services we provide.

## **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.

**Financial Services Provider (broker)** We are an FSP and act as your Broker. There may be circumstances where we have a relationship with another Broker (FSP) that you need to be aware of.

**Product 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 of holding companies or certain natural persons such as spouse, children, and parent. Where these relationships exist you need to be made aware of them.

**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 provides us with a financial interest as part of the delivery of the financial Service.

### **What represents an Ownership of Financial Interest?**

**Ownership** Actual equity that was paid for.

**Financial Interest** Cash, or its equivalent, vouchers, gift service, advantage, benefit, discount, domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive of valuable consideration.

Any combination of these relationships and/or ownership of financial interests may present a potential conflict and as such we need to ensure that you are aware of these.

Do we have a shareholding in any Insurer and/or Cell captive arrangement? NO

Do we receive more than 30% of our income from any Insurer or cell captive? Yes. We receive more than 30% of our income from Santam.

### **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.

### **Immaterial Financial Interest**

It is generally accepted practise within our Industry that "entertainment" is provided by the Product Provider to the Financial Services Provider (Broker) and vice versa. The Rand value is limited per calendar year to R1 000 and such limitations are dealt with and managed by our Management Policy.

Full details of the following relationships and details of our policies on management of them can be obtained via our Conflict of Interest policy

Do we have a relationship with any product/supplier that provides a Financial Interest other than Ownership? No

Do we have a relationship with any other FSP that provides an Ownership of financial interest? No

Do we have a relationship with any other Distribution Channel that provides an Ownership, Financial Interest or Support Service? No

Do we have a relationship with any other person that provides an Ownership or financial interest? No

A full Copy of our overall Conflict of Interest Management Policy can be obtained from:

1. Our Offices upon written request to [admin@qualisure.net](mailto:admin@qualisure.net)

### **Our Insurances in place**

Professional Indemnity Insurer: Lombard Insurance Company South Africa (RFD) Limited  
Fidelity Guarantee Insurer: We are not required to hold this type of insurance  
Intermediaries Guarantee Fund Insurer: We are not required to hold this type of insurance

### **Our Compliance Officer**

Name: Craig Omrod  
Company: Associated Compliance Pty Ltd  
Contact details: Telephone: (011) 6782533 Fax: (011) 475 0096  
E-mail: [info@associatedcompliance.co.za](mailto:info@associatedcompliance.co.za)

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:

Name: Frikkie van Wyk  
Address: 48 Walter Sisulu Street, Wilgehof, Bloemfontein, 9301.  
E-mail address: [frikkie@qualisure.net](mailto:frikkie@qualisure.net)

### **We undertake:**

To keep all information you tell us about yourself confidential.

Qualisure Besigheidstrust has a commitment to protecting its client's privacy and ensuring that their personal information is used appropriately, transparently, securely and in accordance with applicable laws.

The Client's Personal Information will only be used for the purpose for which it was collected and as agreed

Not to alter any documents you provide us with when submitting them 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 and correct details.

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, or UMA if appointed to do so, undertakes:**

To be the one who provides the reason for any claim that is repudiated.

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 paying 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 any way 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 by 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, so we need to advise them of any changes that could affect their view of you and your policy.

### **Other contact details:**

**The following offices can be contacted via one central number: 0860 662 837**

#### **Short term Ombudsman**

PO Box 32334  
Braamfontein  
2017

#### **FAIS Ombudsman**

PO Box 74571  
Lynwood ridge  
0040

#### **Registrar of Insurance**

Financial Services Board  
PO Box 35655  
Menlo Park  
0102

**The following direct contact numbers also apply:**

Telephone Number: (011) 726 8900

Telephone number: (012) 4709080

Telephone number: (012) 428 8000