

## Santam Corporate Property (Pty) Ltd

# Disclosure Notice

Regarding Santam Corporate Property (Pty) Ltd (Reg No. 1998/025512/07) (Hereinafter referred to as "The Company") and/or "SCP", in terms of the Financial Advisory and Intermediary Services Act No. 37 of 2002 ("FAIS Act")

Company information:	Santam Corporate Property (Pty) Ltd
FAIS licence number:	13893
Physical address:	The Oval, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2196
Postal address:	Suite 354, Private Bag X51, Bryanston, 2021
Telephone:	+27 11 658 8200
E-mail:	Info.CorporateProperty@santam.co.za
Website:	<a href="http://www.santam.co.za">www.santam.co.za</a>
Compliance and Complaints Department:	+27 11 658 8207

Santam Corporate Property (Pty) Limited is registered for the following license category:

- Short Term Insurance – Commercial Lines

Details of guarantees and insurance covers held by Santam Corporate Property:

- Professional Indemnity Insurance
- Commercial Crime Insurance

## 1. The financial services provider

- 1.1 The Company (FSP No. 13893), is a duly authorised Financial Service Provider, represented by registered Key Individuals and/or representatives – please refer to Annexure A for comprehensive detail of the Key Individuals and/or representatives. The Key Individuals and/or representatives are employed by the Company in terms of a written agreement.
- 1.2 The Company accepts responsibility for the functions performed by the Key Individuals/representatives in the ordinary course and scope of the Key individuals/representatives' duties in respect of the financial products registered for.
- 1.3 The Key Individuals and/or representatives can be contacted at:  
The Oval, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2196  
Telephone: 011 658 8200,  
E-mail: Info.CorporateProperty@santam.co.za.
- 1.4 The Company is a wholly owned subsidiary of the Santam Group. The Company only has an agreement with one product supplier, namely Santam Limited, and our representatives are authorised to place business with such product supplier. In the past 12 months this business earned more than 30% of its income from Santam Limited. The Company has no financial interest in its product supplier and only receives a fee for its services.
- 1.5 The Company aims to render financial services honestly, fairly, with due skill and diligence and in your interest and to further the integrity of the financial services industry.

- 1.6 Where the Company acts as a product supplier, you will receive a separate disclosure notice from the Intermediary and/or independent Financial Services Provider.
- 1.7 Should you experience any difficulties in obtaining required details, please contact your Intermediary and/or independent Financial Services Provider for further assistance.

## 2. Complaints

- 2.1 Should you not be satisfied with the advice and/or service rendered by the Company's Key Individuals and/or representatives, you may lodge a complaint with the Company's Legal Adviser on the following telephone number 011 658-8200 or email Paula.DoRoque@santam.co.za. The Complaints Policy and procedure is available to you upon request.
- 2.2 Upon finalisation of the investigation into the complaint, the outcome thereof shall be communicated to you in writing. Should the outcome of the investigation not be favourable to you, you may, within 6 (six) months of receiving the written advice, pursue the complaint with the relevant Ombud's office. The Ombud's contact details appear under points 4 and 5 below.
- 2.3 The Company is a product supplier in its own right and is not mandated directly or indirectly to sell the products of any other insurance product supplier.
- 2.4 The Company does not assume responsibility for the performance of investments nor for the timing of portfolio changes.
- 2.5 The details of the Company's compliance department is as follows:

Postal address: Suite 354, Private Bag X51, Bryanston, 2021

Physical address: The Oval, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2196

Telephone: 011 658 8207

E-mail: Paula.DoRoque@santam.co.za

## 3. The company's representatives

- 3.1 The Company's Key Individuals and/or representatives have been declared fit and proper to provide you with financial advice in accordance with the product categories as referred to in Annexure A.
- 3.2 The Company's Key Individuals and/or representatives shall utilise their professional knowledge and ability to provide the appropriate advice and service to you and shall take all reasonable steps to ensure your fair treatment.
- 3.3 The Company's Key Individuals and/or representatives declare that apart from the receipt of salary, commission, incentives and/or fees, no other personal interest in concluding transactions exist. Further, there are no circumstances that may give rise to an actual or potential conflict of interest.
- 3.4 The Company's Key Individuals and/or representatives declare that, should a personal interest exist (other than the receipt of commission and/or fees), he/she undertakes to inform you of the nature of the conflict and he/she will take all reasonable steps to ensure your fair treatment.
- 3.5 Regarding supervision, please refer to Annexure A.
- 3.6 Should you encounter a possible misrepresentation, non-disclosure of a material fact or the inclusion of incorrect information, please communicate this incident in writing to the Company's Compliance Department.
- 3.7 In the event that a full analysis could not be undertaken there may be limitations on the appropriateness of the advice provided. You should take particular care to consider on your own whether the advice is appropriate considering your objectives, financial situation and particular needs.

## 4. Particulars of FAIS Ombudsman

Physical address: 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010

Postal address: PO Box 41, Menlyn, 0063

Telephone: 0860 663 247, (012) 762 5000, (012) 470 9080

Telefax: 086 764 1422, (012) 348 3447

Email: info@faisombud.co.za

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

## 5. Particulars of National Financial Ombudsman Scheme South Africa (NFOSA)

### JOHANNESBURG

Physical address: 10 Oxford Road, Houghton Estate, Johannesburg, 2198

### CAPE TOWN

Physical address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Western Province, 7700

Telephone: 0860 800 900

Email address: [info@nfosa.co.za](mailto:info@nfosa.co.za)

Website address: [www.nfosa.co.za](http://www.nfosa.co.za)

## 6. Particulars of Financial Sector Conduct Authority (FSCA)

Postal address: PO Box 35655, Menlo Park, 0102

Telephone: 012 428 8000

Facsimile: 012 346 6941

Email: [info@fsc.co.za](mailto:info@fsc.co.za)

Website: [www.fsc.co.za](http://www.fsc.co.za)

## 7. Particulars of Insurer

### Certain Underwriters at Lloyd's led by Managing Agent Markel Syndicate Management Limited, Syndicate 3000 c/o Lloyd's South Africa (Pty) Ltd

Physical address: The Forum, 2 Naude Street, Sandton, Gauteng, 2196

Postal address: PO Box 787163, Sandton, Gauteng, 2146

Telephone: 011 505 000

Email: [Easvarie.Naidoo@Lloyds.com](mailto:Easvarie.Naidoo@Lloyds.com)

Website: [www.lloyds.com](http://www.lloyds.com)

Authorised financial services provider licence number: Not applicable

### SERVICE OF SUIT

### Certain Underwriters at Lloyd's led by Managing Agent Markel Syndicate Management Limited, Syndicate 3000 c/o Lloyd's South Africa (Pty) Ltd

Physical address: The Forum, 2 Naude Street, Sandton, Gauteng, 2196

Postal address: PO Box 787163, Sandton, Gauteng, 2146

Telephone number: +27 11 505 000

Contact person: For Attention: Lloyd's Representative, Easvarie Naidoo

Email: [Easvarie.Naidoo@lloyds.com](mailto:Easvarie.Naidoo@lloyds.com)

Complaints: [complaints@lloyds.com](mailto:complaints@lloyds.com)

## 8. Particulars of Financial Sector Conduct Authority (FSCA)

Postal Address: PO Box 35655, Menlo Park, 0102

Telephone number: 012 428 8000 / 0800 20 37 22

Email: [info@fsc.co.za](mailto:info@fsc.co.za)

Website: [www.fsc.co.za](http://www.fsc.co.za)

## 9. Particulars of Sasria

FSP licence number:	39117
VAT registration number:	4140119340
Physical address:	36 Fricker Road, Illovo, Sandton, 2196
Postal address:	PO Box 653367, Benmore, 2010
Telephone number:	011 214 0800
Email:	contactus@sasria.co.za
Website:	<a href="http://www.sasria.co.za">www.sasria.co.za</a>
Sasria fraudline:	0800 212 676

If you have any complaints about the product supplier/insurer regarding Sasria cover then you may contact:

### The Compliance Officer

Sasria SOC Limited

PO Box 653367, Benmore, 2010

Compliance Officer: Mziwoxolo Mavuso - mziwoxolom@sasria.co.za

Complaints email address: contactus@sasria.co.za

In the event of a claim all relevant documentation relating to your claim must be submitted to the nearest office of the product supplier/insurer.

## 10. Compliance Officer

The internal compliance is managed by Paula do Roque, who is contactable on telephone number 011 658 8207 and email address Paula.DoRoque@santam.co.za. The Compliance Practice is **ISS Compliance (Pty) Ltd**, Practice Number CO28, 140A Kelvin Drive, Morningside, Sandton. 2146, Telephone No. 011 064 1672, email address compliance@nfsgroup.co.za and website address [www.nfsgroup.co.za](http://www.nfsgroup.co.za).

## 11. Procedure for registering claims

Procedures for the submission of claims are detailed in your policy document. If you have difficulties in determining the correct procedures, please contact your Financial Services Provider and/or the Company. Generally, you are required to advise the Financial Services Provider and/or the Company, within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim, report theft to the police and provide any other details that may be required by the Financial Services Provider and/or the Company.

## 12. Important warning

- 12.1 It is very important that you are satisfied that the product or transaction meets your needs and that you have all the information you need before making a decision.
- 12.2 Where paper forms are required, do not sign any blank or partially completed application form. Complete all forms in ink, should you be required to physically complete documentation. Keep all documents handed to you. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents. Don't be pressurized to buy the product.
- 12.3 Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.
- 12.4 Remember that you may contact the FAIS Ombud should your query not be resolved in a satisfactory manner.

## 13. Name, class or type of policy

Full details about the name, class and type of policy are reflected on your policy schedules and policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, provisions, premiums, excesses (or deductibles) or any other information, please contact your financial services provider for assistance.

## 14. Extent and nature of premium obligations

- 14.1 Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (e.g. monthly or annually). When amendments are made to the policy, additional or refund premium may become due and such amounts are also reflected on the policy schedules. All premiums are inclusive of Value Added Tax at the prescribed rate.
- 14.2 The Financial Service Provider may be authorised to accept premium payment on behalf of a product supplier and should a provider be authorised to do so, then you make payment to such Financial Services Provider. Your payment should be made directly in favour of a product supplier if not operated through a Financial Service Provider.

## 15. Consequences of non-payment of premiums

The due date for payment is reflected on your policy schedule, renewal notice or premium advice as the case may be. (Your payment should be made on or before the due date reflected to avoid the cancellation of the policy at midnight on the day before the due date).

## 16. First amounts payable

It is important that you are aware of any amounts that you will be required to pay in the unfortunate event of a claim. Your policy schedule or wording contains the amounts that you pay as a portion of a claim and your Financial Service Provider or the Company can assist you with any queries you have in this regard.

## 17. Your duty of disclosure and good faith

It is your responsibility to ensure that all questions on the proposed 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 Intermediary provided to us is true and accurate as any discrepancies in the information may influence future claims.

**What information would be considered as material to an insurer?** Something would be material if:

- it would change the decision of the insurer on whether to insure the risk or not (whether to offer the insurance cover);
- It would affect the terms the insurer would apply to the insurance (e.g. how much premium to charge; whether to apply a first amount payable and how much the first amount payable would be; the maximum monetary amount of cover the insurer would be prepared to offer; what type of cover it would be prepared to give and what conditions and exclusions to apply etc);
- Such information would result in the insurer first wanting to visit the premises or risk to inspect it before offering insurance.

## 18. 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.

## 19. Other matters of importance

- 19.1 You must be informed of any material changes to the information referred to in paragraphs 1 and 2.
- 19.2 Should a complaint to the Insurer's Intermediary not be resolved to your satisfaction, you may submit your complaint to the Short-Term Insurance Ombud or the Financial Sector Conduct Authority.
- 19.3 Polygraph or similar tests are not obligatory in the event of a claim and failure thereof may not be the sole reason for rejecting a claim.
- 19.4 The Company and/or the product supplier must give you 30 (thirty) days notice in writing of its intention to cancel your policy.

- 19.5 The Company and/or product supplier and not the Intermediary must give reasons in writing for the rejection of any claim submitted by you.
- 19.6 The Company and/or product supplier must give you written notice of its intention to cancel your policy.
- 19.7 You are entitled to a copy of your policy free of charge.

## 20. Conflict of interest

- 20.1 In accordance with the Company's Conflict of Interest Management Policy, the Company places a high priority on its clients' interests. As conflicts of interest affecting clients could undermine the integrity and professionalism of our business, any instances must be identified as early as possible. If conflict situations cannot be avoided, they must be managed equitably and in the client's interest. Detecting potential or recognized conflicts of interest that could compromise the interest of its clients and managing and limiting the impact of conflicts of interest, therefore constitute an integral part of the Company's duties and obligations.
- 20.2 Potential conflicts of interest are inherent in any business and therefore it is not the aim of the Company to avoid all conflicts but rather to take steps to identify and manage conflicts of interest to ensure that our clients are not unduly prejudiced.
- 20.3 We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules, and have identified a potential conflict of interest that you should be aware of:
  - 20.3.1 Santam Corporate Property (Pty) Limited is deemed to be an associate of Indwe Risk Services (Pty) Ltd due to a qualifying shareholding in each company by Santam Limited. Indwe Risk Services (Pty) Ltd (FSP No. 3425) receives no preferential treatment as a result of this association
  - 20.3.2 We have not identified any further actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined.

## 21. POPIA: Protection of Personal Information Act, No 4 of 2013 (as amended)

### Disclosure and processing of Personal Information

In terms of the Protection of Personal Information Act, 4 of 2013, Personal Information provided and obtained is mandatory in order to issue this policy and is collected, held and processed to improve the service provided to the Insured and to provide the Insured with access to the Insurer's services and products.

The Insurer, our authorised agents, advisors, business partners and service providers/contractors may collect Personal Information from the Insured directly, from the Insured's usage of the Insurer's products and services, from the Insured's engagements and interactions with the Insurer or from public sources, shared databases and third parties. Personal Information will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the Personal Information.

The Insurer may use the Insured's information or obtain information about the Insured for the following purposes:

- Underwriting, assessing the risk, determining the premium and the policy terms;
- Assessment, investigation and processing of claims;
- Credit searches and/or verification of Personal Information;
- Claims checks;
- Fraud prevention and detection;
- Market research, statistical analysis and surveys;
- Audit and record keeping purposes;
- Verification of the Insured's identity;
- To comply with an obligation imposed by any law on the Insurer.

The Personal Information may also be shared with service providers engaged to process such information on the Insurer's behalf or render services to the Insurer. The Insurer may collect, retain, process and verify the Insured's Personal Information, insurance and/or claim information.

The Insured acknowledges that any Personal Information collected may be stored in a shared database and used for any decision pertaining to the continuance of this policy or any claim submitted. The Insured acknowledges and understands that any Personal Information may be given to any Insurer or its agent and the Insurer's authorised agents, advisors, business partners and service providers/contractors.

The Insured acknowledges that the information may be verified against legally recognised sources or databases. The Insurer will retain the Personal Information for so long as required or entitled by law, after the termination of this policy and as such, this consent clause will remain in force even after this policy has been terminated. The Insured may request details of their Personal Information that is held by the Insurer and the Insured may also request that any errors be corrected.

To view the Insurer's full privacy statement, please visit the Insurer's website on [www.santam.co.za](http://www.santam.co.za)

## DEFINITIONS

**Personal Information** means information relating to the Insured as an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, such as, gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (such as signature, fingerprint or voice) e-mail and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

## 22. Sharing of insurance information

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain 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 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 in regards to past insurance policies and claims that you have made. 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 with regards to 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, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

## 23. Use of your 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 ("POPI"). We will take all reasonable steps to protect your personal information. You authorise us to:

- a. Process your personal information to communicate information to you that you ask us for; to provide you with insurance services; to verify the information you have given us against any source or database; and to 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 our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

## 24. 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.

## 25. Waiver of rights

No financial services provider or product supplier 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 General Code of Conduct, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

## ANNEXURE A

<b>FSP no.</b>	13893			
<b>FSP name</b>	Santam Corporate Property (Pty) Limited			
<b>FSP type</b>	Company – Private			
<b>Registration no.</b>	1998/025512/07			
<b>Date authorised</b>	30 September 2004			
<b>KEY INDIVIDUAL</b>				
<b>First names</b>	<b>Surname</b>	<b>Short-Term Insurance: Commercial Lines</b>		
Linda	Dayanand	Yes		
<b>REPRESENTATIVES</b>				
<b>First names</b>	<b>Surname</b>	<b>Short-Term Insurance: Commercial Lines</b>	<b>Services under supervision</b>	<b>Advice and/or intermediary services</b>
Bryan	Willoughby	Yes		Advice and intermediary services
Candice	Bhana	Yes		Advice and intermediary services
Chester	Rambau	Yes		Advice and intermediary services
Christopher Barry	Potter	Yes		Advice and intermediary services
Constance	Sithole (nee Nkosi)	Yes		Advice and intermediary services
Curt	Meyer	Yes		Advice and intermediary services
Dhevien	Pillay	Yes		Advice and intermediary services
Gugulethu	Khumalo	Yes	Yes	Advice and intermediary services
Hans	Schollenberger	Yes		Advice and intermediary services
Jacoba Johanna	De Ridder	Yes		Advice and intermediary services
Jan Lekang	Motaung	Yes		Advice and intermediary services
Janice	Clayton	Yes		Advice and intermediary services
Johannes	Chidi	Yes		Advice and intermediary services
Kate	Gwilt	Yes		Advice and intermediary services
Lesego	Mokgara	Yes	Yes	Advice and intermediary services
Linda June	Dyer	Yes		Advice and intermediary services
Lindiwe	Kudumba	Yes		Advice and intermediary services
Mandilakhe	Madikane	Yes		Advice and intermediary services
Marthinus	Steyn	Yes		Advice and intermediary services
Muzi Reggie	Makhubela	Yes		Advice and intermediary services
Njabula Ian	Gule	Yes		Advice and intermediary services
Ofentse	Tshoeou	Yes		Advice and intermediary services
Paula	Do Roque	Yes	Yes	Advice and intermediary services
Pese Nelly	Omba	Yes		Advice and intermediary services
Renee Robyn	Handley	Yes		Advice and intermediary services
Renesh Neela	Lawrence	Yes		Advice and intermediary services
Samukele	Ngubane	Yes		Advice and intermediary services

## REPRESENTATIVES

First names	Surname	Short-Term Insurance: Commercial Lines	Services under supervision	Advice and/or intermediary services
Sarah-Lee	Seekoei	Yes	Yes	Advice and intermediary services
Shanti	Abba	Yes		Advice and intermediary services
Sipumze	Ngobo	Yes		Advice and intermediary services
Thanja	Duven	Yes		Advice and intermediary services
Theunis Stephanus	Goosen	Yes	Yes	Advice and intermediary services
Valerie	Wide	Yes	Yes	Advice and intermediary services
Vicente	Da Silva	Yes		Advice and intermediary services
Vusumuzi Renneth	Ndlovu	Yes		Advice and intermediary services
Wandile	Mkhabela	Yes		Advice and intermediary services
Zaiboon Nisha	Haffejee	Yes		Advice and intermediary services
Zwelakhe	Sibanda	Yes		Advice and intermediary services