

**STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS  
IMPORTANT PLEASE READ CAREFULLY**

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

**Contact Details of the Insurer:**

**SANTAM LTD**

**Authorised financial services provider (FSP 3416)**

Registration Number 1918/001680/06

PO Box 3881, Tyger Valley, Cape Town, 7536

1 Sportica Crescent, Tyger Valley, Cape Town

**021 915 7000 (T) 021 914 0700 (F)**

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

**Compliance Department:**

The Compliance Officer, Compliance Department,

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

**Complaints**

Should you have a complaint regarding SANTAM'S alleged contravention of, or failure to comply with the FAIS Act and/or the wilful or negligent rendering of a financial service that has or may cause prejudice or damage or if you feel you have been treated unfairly, please send full details of your complaint to Santam Client Care at:

Tel: 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)

**The Insurer's Policy Administration Department**

**ECHELON PRIVATE CLIENT INSURANCE a Division of Santam**

**Ltd (Echelon)**

Registration Number 1918/001680/06

3rd Floor, Sunclare Building,

Dreyer Str, Claremont

Cape Town.

021 657 1100 (T)

**About the intermediary (insurance broker):**

1. Name, physical address and postal address and telephone number.
2. Legal status and any interest in the insurer.
3. Whether or not in possession of professional indemnity insurance.
4. Detail of how to institute a claim.
5. Rand amount of fees and commission payable.
6. Written mandate to act on behalf of insurer.

Your insurance advisor should provide this information to you when you are provided with a quotation or take out a policy. If your advisor does not do so after you have requested it please contact ECHELON who will assist in obtaining it.

**Claims**

Procedures for the submission of claims and your responsibilities are detailed in the policy document in the section of the policy headed **GENERAL CONDITIONS**.

In the event of a possible claim, you must notify an office of **ECHELON** most convenient to you as soon as reasonably possible and submit a completed claim form as soon as practicable but within 30 days. The contact details of the office administering your policy are contained in all letters to you. At the time of quoting, details of the **ECHELON** Branch structure will be provided to you upon request.

When we are dealing with any claim you must give us any information and help, we reasonably ask for. If we ask for it, you must provide us with your current car documents including the registration document, installation of security certificate, receipt and servicing documents and any other documents we need to deal with your claim.

You must make no admission or statement of liability or make any offer to any third party. Claims resulting from theft or other criminal acts or where persons are injured must be immediately reported to the police.

You must notify ECHELON without delay if you become aware of any impending prosecution. In the event of a claim, you may become responsible for a first amount payable [excess] in respect of a claim. Details of such responsibility are shown in the policy and the amount is shown in the policy schedule.

## Premiums and your monetary obligations

You have agreed to pay the premium. The amount of the premium due, the frequency of payment and the date on which the premium is due is contained in the schedule. If you do not pay the premium within 15 days of the due date **cover will be cancelled from midnight on the day before due date.** Where premium is payable monthly by bank debit order or by transmission account this 15-day extension only applies from the second month after your policy is issued and will be enforced by way of a double-debit in the next month.

## 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.

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.

## 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.

## 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 Echelon 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.

## Waiver of Rights

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

## 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.
- 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