

**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.

### 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: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Web site [www.faisombud.co.za](http://www.faisombud.co.za)

### 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

## PROTECTION OF PERSONAL INFORMATION ACT

We understand that the certain information/documentation provided to us may be deemed to be personal information in terms of the Protection of Personal Information Act 2013 (the POPI Act) and we will accordingly take all reasonable steps to ensure that your information is processed / used / stored in accordance with the POPI Act and in accordance with Santam's Privacy Policy and Privacy Statement (available on request) 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, to use the disclosed information at claims stage to assess any claims that may be made against any such Insurances;
- To transmit your personal information to any affiliate, subsidiary, service provider/consultant/advisor 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;
- To combat insurance fraud and properly evaluate risks, we will store your personal information on a shared database created by the South African Insurance Association (SAIA) in order to verify it against available sources and databases on the system.

Please note that there may be instances where we will be required to transfer your personal information outside South African borders, generally for purposes of furthering the Insurer's legitimate interests regarding reinsurance or for the processing of any claim that arises outside South African borders. However, before transferring your personal information, we will ensure that the entity to whom the information is being transferred is subject to similar data protection conditions as those imposed by the POPI Act failing which we will advise you accordingly and request your consent to transfer information as required.

Note that the provision of the information required/requested by us at underwriting/claims stage is mandatory as it is necessary for us to accurately underwrite the insurances or access claims (as the case may be) and if any information is withheld or is misrepresented the Insurer may be entitled to void any insurances issued as a result thereof or to reject any claim related thereto.

Although any insurance issued pursuant to this application will be reviewed annually (where appropriate) it is your responsibility to ensure that the information provided to us remains accurate and up to date, we therefore encourage you to contact us at any time to advise us of changes to the information provided.

In addition, you may contact us at any time to exercise the following rights that you have in terms of the POPI Act (subject to any regulatory obligations placed on us/Santam Ltd):

- To request that we provide you with access to your personal information held/processed by us;
- To request that we erase or correct your personal information that we hold (where appropriate/possible);
- To request that we transfer any personal information held by us to you or to any other person/system selected by you in a structured, commonly used and machine-readable format;
- To request that we restrict the processing of your personal information for reasons provided for in the POPI Act.

Should you wish to lodge a complaint regarding our compliance with the POPI Act or in respect of the processing of your personal information, please contact the Santam Client Care department (contact details as provided on pg 1).

Alternately, you also have the right to approach the South African Information Regulator (contact details below) should the above process not adequately address your concerns.

Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

Postal address: PO Box 31533  
Braamfontein  
Johannesburg  
2017

Physical address: JD House  
27 Stiemens Street  
Braamfontein  
Johannesburg  
2001