



**DISCLOSURE NOTICE REGARDING EMERALD RISK TRANSFER (PTY) LIMITED (REG NO. 1998/025512/07) (HEREINAFTER REFERRED TO AS “THE COMPANY”), IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT NO. 37 OF 2002 (“FAIS ACT”)**

Company Information:	Emerald Risk Transfer (Pty) Limited
FAIS Licence Number	13893
Physical address	Emerald House, 8 Waterford Office Park, Waterford Drive, Fourways, 2055
Postal address	Suite 354, Private Bag X51, Bryanston, 2021
Telephone	+27 11 658 8200
Fax	+27 11 658 8230
E-mail	paulad@emeraldsa.co.za
Website	www.emeraldsa.co.za
Compliance and Complaints Dept	+27 11 658 8207
Emerald Risk Transfer (Pty) Limited is registered for the following license category:	
	Short Term Insurance – Commercial Lines
Details of guarantees and insurance covers held by ERT:	
	Professional Indemnity Insurance
	Directors & Officers
	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:

Emerald House, 8 Waterford Office Park, Waterford Drive, Fourways, 2055



Tel: 011 658-8200, Fax: 011 658-8230, E-mail: [info@emeraldsa.co.za](mailto:info@emeraldsa.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.

## 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 telefax number 086 633 9915. 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:** Emerald House, 8 Waterford Office Park, Waterford Drive, Fourways, 2055

**Telephone No.:** 011 658 8207

**Telefacsimile No.:** 086 633 9915

**E-mail:** [paulad@emeraldsa.co.za](mailto:paulad@emeraldsa.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 OMBUD**

The FAIS Ombudsman  
125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria, 0010  
Postal address: P O Box 74571, Lynnwood Ridge, 0040  
Telephone No. 0860 663 247  
Facsimile No. 012 348 3447  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

5. **PARTICULARS OF SHORT TERM INSURANCE OMBUD**

Short-Term Insurance Ombudsman  
1 Sturdee Avenue, 1<sup>st</sup> Floor, Block A, Rosebank, 2196  
P O Box 32334, Braamfontein, 2017  
Telephone No. 011 726 8900  
Facsimile No. 011 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)  
Website: [www.osti.co.za](http://www.osti.co.za)

6. **PARTICULARS OF REGISTRAR OF SHORT-TERM INSURANCE**

Registrar of Short-Term Insurance  
P O Box 35655, Menlo Park, 0102  
Telephone No. 012 428 8000  
Facsimile No. 012 347 0221  
Email: [info@fsb.co.za](mailto:info@fsb.co.za)

7. **PARTICULARS OF INSURER**

Santam Limited  
FSP Licence No. 3416  
No. 1 Sportica Crescent, Tyger Valley, Belville, 7530  
P O Box 3881, Tyger Valley, 7536  
Telephone No. 021 915 7000  
Facsimile No. 021 914 0700  
Email: [contactus@santam.co.za](mailto:contactus@santam.co.za)  
Website: [www.santam.co.za](http://www.santam.co.za)



**Santam's Compliance Department**

As per above details  
Telefax No. 021 915 7149

8. **PARTICULARS OF FINANCIAL SECTOR CONDUCT AUTHORITY**

P O Box 35655, Menlo Park, 0102  
Telephone No. 012 428 8000  
Facsimile No. 012 346 6941

9. **PARTICULARS OF SASRIA**

36 Fricker Road, Illovo, Sandton, 2196  
P O Box 653367, Benmore, 2010  
Telephone No. 011 214 0800  
Facsimile No. 011 447 8630  
Email [info@sasria.co.za](mailto:info@sasria.co.za)  
Website: [www.sasria.co.za](http://www.sasria.co.za)

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

The Compliance Officer  
SASRIA SOC Limited  
P O Box 653367  
Benmore  
2010

Compliance Officer: Mziwoxolo Mavuso [mziwoxolom@sasria.co.za](mailto:mziwoxolom@sasria.co.za)  
Complaints E-mail address: [contactus@sasria.co.za](mailto: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 [paulad@emeraldsa.co.za](mailto:paulad@emeraldsa.co.za). The Compliance Practice is **ISS Compliance (Pty) Ltd**, Practice Number CO28, 140A Kelvin Drive, Morningside, Sandton. 2146, Telephone No. 011 064 1670, email address [compliance@nfsgroup.co.za](mailto:compliance@nfsgroup.co.za) and website address [www.nfsgroup.co.za](http://www.nfsgroup.co.za).

11. 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.
12. Where the Company acts as a product supplier, you will receive a separate disclosure notice from the intermediary and/or independent Financial Services Provider.
13. Should you experience any difficulties in obtaining required details, please contact your intermediary and/or independent Financial Services Provider for further assistance.



14. **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.

15. **IMPORTANT WARNING**

15.1 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.

15.2 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.

15.3 Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

15.4 Remember that you may contact the FAIS Ombud should your query not be resolved in a satisfactory manner.

16. **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.

17. **EXTENT AND NATURE OF PREMIUM OBLIGATIONS**

17.1 Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (eg 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.

17.2 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.



18. **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).

19. **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.

20. **OTHER MATTERS OF IMPORTANCE**

20.1 You must be informed of any material changes to the information referred to in paragraphs 1 and 2.

20.2 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.

20.3 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.

20.4 The Company and/or the product supplier must give you 30 (thirty) days notice in writing of its intention to cancel your policy.

20.5 The Company and/or product supplier and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.

20.6 The Company and/or product supplier must give you written notice of its intention to cancel your policy.

20.7 You are entitled to a copy of your policy free of charge.

21. **CONFLICT OF INTEREST**

21.1 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 recognised 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.

21.2 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.



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. **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**

FSP No.		13893		
FSP Name		EMERALD RISK TRANSFER (PTY) LTD		
FSP Type		Company – Private		
Registration No.		1998/025512/07		
Date Authorised		30 September 2004		
<b>KEY INDIVIDUAL</b>				
First Names		Surname	Short-Term Insurance: Commercial Lines	
Carla Louise		Jordan	Yes	
<b>REPRESENTATIVES</b>				
First Names	Surname	Short Term Insurance: Commercial Lines	Services under supervision	Advice and/or intermediary service
Shanti	Abba	Yes		Advice and intermediary services
Johannes	Chidi	Yes		Advice and intermediary services
Vicente	Da Silva	Yes		Advice and Intermediary services
Linda	Dayanand	Yes		Advice and intermediary services
Jacoba Johanna	De Ridder	Yes		Advice and intermediary services
Mary	Driscoll	Yes		Advice and intermediary services
Thanja	Duven	Yes		Advice and intermediary services
Linda June	Dyer	Yes		Advice and intermediary services
Kate	Gwilt	Yes		Advice and intermediary services
Zaiboon Nisha	Haffejee	Yes		Advice and intermediary services
Renee Robyn	Handley	Yes		Advice and intermediary services
Wandile	Mkhabela	Yes		Advice and Intermediary services
Tanielle	Nasser	Yes		Advice and intermediary services
Noma Afrika Nombongo	Ndlovu	Yes		Advice and Intermediary services
Vusumuzi Renneth	Ndlovu	Yes		Advice and intermediary services
Samukele	Ngubane	Yes		Intermediary services
Pese Nelly	Omba	Yes		Advice and intermediary services
Christopher Barry	Potter	Yes		Advice and intermediary services





Keneilwe Glory	Prins	Yes		Advice and intermediary services
Faith Masego	Pule	Yes	Yes	Advice and intermediary services
Chester	Rambau	Yes		Advice and intermediary services
Hans	Schollenberger	Yes		Advice and intermediary services
Constance	Sithole	Yes		Advice and intermediary services
Zwelakhe	Sibanda	Yes		Intermediary services
Marthinus	Steyn	Yes		Advice and intermediary services
Desmond Alexander	Watson	Yes		Intermediary services