Quadrant 4, The Centenary Building,
30 Meridian Drive, Umhlanga New Town,
Umhlanga, South Africa, 4031

www.techsured.co.za | support@techsured.co.za
Tel: +27(0)860 109 529 | Fax: +27(0)866 393 910

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STATUTORY NOTICE

IMPORTANT INFORMATION – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS IN TERMS OF THE SHORT-TERM INSURANCE ACT, THE POLICYHOLDER PROTECTION RULES (SHORT-TERM INSURANCE), 2017 AS AMENDED AND THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT.

As a non-life Insured, or prospective Insured, you have the right to the following information:

Financial Advisory & Intermediary Services Act No. 37 2002 "FAIS Act"
The FAIS Act requires compliance by Product Suppliers (Insurers) and Financial Services Providers (Intermediaries or Brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier and Financial Services Provider render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

This Disclosure Notice contains certain information about your Product Supplier (Guardrisk Insurance Company Limited) and Financial Services Provider/your Intermediary (Viva Cover (Pty) Ltd) that you are entitled to together with information about the Ombud and the Registrar. Viva Cover (Pty) Ltd is currently also the Administrator who performs certain functions of Product Supplier in terms of a binder agreement. If you require any further assistance, please contact your Intermediary on the appropriate numbers provided below for your query.

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1. ABOUT YOUR FINANCIAL SERVICES PROVIDER (INTERMEDIARY & ADMINISTRATOR)	
Name	The Intermediary is Viva Cover (Pty) Ltd. Viva Cover (Pty) Ltd is also the Administrator who performs certain administration functions on behalf of the Product Supplier (Guardrisk).
Company Registration Number	2007/018990/07
FSP Number	42787
Postal Address	PostNet Suite 33, Private Bag X75, Bryanston, 2012
Physical Address	The Centenary Building, 30 Meridian Drive, Umhlanga New Town, 4319
Tel Number	0860 109 529
Fax Number	0866 786 300
Email	support@techsured.co.za
Website	www.techsured.co.za
Legal status of your financial services provider	We are an authorised Financial Services Provider in terms of the FAIS Act and may render advice and Intermediary services in respect of Category 1, Subcategories 1.1; 1.2; 1.3; 1.4; 1.6; 1.22 & 1.23 relating to non-life and certain life insurance products. All representatives have been mandated by us in terms of section 13 (1) (b) of FAIS We accept liability for all financial advice and or Intermediary services provided by our representatives within the scope of their mandate.
Whether services are rendered under supervision	The names of our representatives are available upon request, most of whom are under supervision. We have policies and procedures to ensure that they remain fit and proper.
Whether more than 10% of Insurer's shares are held and whether more than 30% of total remuneration was received from the Insurer in the preceding year/last 12 months	Viva Cover (Pty) Ltd and Guardrisk Insurance Company Limited does not have any shareholding in one another.
Whether professional indemnity insurance and fidelity guarantee is held	Viva Cover (Pty) has Professional Indemnity cover.
Conflicts of Interest	We have a conflicts of interest management policy which is available on our website. In terms of the revised General Code of Conduct, Viva Cover (Pty) Ltd (FSP 42787) is defined as not rendering "Independent" financial services as its' "Associate", Ignition Telecoms Investments (Pty) Ltd, is a significant owner of Viva Life Insurance Limited (FSP 39697), a product supplier. Viva Life Insurance Limited is however only one of the product suppliers in respect of whose products Viva Cover renders financial services and Viva Cover and Viva Life Insurance Limited are separate FSP's which function independently of one another.
Details of financial services provider's complaints procedure	Complaints Department Tel: 0860 109 529 Fax: 0864 599 605 Email: complaints@techsured.co.za
Details of financial services provider's claims procedure	Claims Department Tel: 0860 109 529 Fax: 0866 393 910 Email: claims@techsured.co.za
Details of financial services provider's compliance arrangements	Harry Pretorius of Cyclopedic Consulting Services (Pty) Ltd Tel: 0860 109 529 Email: info@cyclopedic.co.za
Rand amount of fees, commissions etc. payable	We act as an Intermediary and thereby enjoy up to, but not exceeding, the regulated commission in terms of the Insurance Act, which varies from product to product. We also receive fees for the administrative/binder functions we perform. This is detailed in your schedule of insurance.

Contractual arrangements with product suppliers including any restrictions or conditions	This FSP has both an Intermediary agreement and a binder agreement with the Insurer.
2. ABOUT THE PRODUCT SUPPLIER (INSURER)	
Name	Guardrisk Insurance Company Limited
Company Registration Number	1992/001639/06
FSP Number	75
Postal Address	PO Box 786015, Sandton, 2146
Physical Address	The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196
Tel Number	011 669 1000
Website	www.guardrisk.co.za
E-mail address of Compliance Officer	compliance@guardrisk.co.za
Details of the compliance department	The compliance officer, 011 669 1000
Details of claims department	Please refer to the details in the Intermediary disclosures
Tel number of complaints department	0860 333 361
Email address of the Complaints department	complaints@guardrisk.co.za
3. ABOUT THE SERVICE	
The Product Policy If the policy was sold to you by the Intermediary's telemarketer, the same details as those of the Intermediary are applicable. Recordings of the telephone discussion with the telemarketer can be made available to you on request. The Intermediary must have an agreement with the Insurer in terms of which the following remuneration is payable for the insurance business, a collection fee to the Administrator; commission to the Intermediary; an underwriting fee to the Insurer and binder fees where applicable. This is disclosed in your schedule of insurance.	
4. PARTICULARS OF FAIS OMBUD	
Name	The FAIS Ombud
Postal address	PO Box 41, Menlyn Park, 0063
Physical Address	Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria 0010
Tel Number	086 066 3274
Email	info@faisombud.co.za
Website	www.faisombud.co.za
5. PARTICULARS OF NATIONAL FINANCIAL OMBUD SCHEME	
Name	The National Financial Ombud
Physical Address	6th Floor, Claremont Central Building, 6 Vineyard Road, Claremont, Cape Town, 7708; or 110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198
Tel Number	0860 800 900
WhatsApp	076 574 8055
Website	www.nfosa.co.za
6. PARTICULARS OF THE AUTHORITY	
Name	The Financial Sector Conduct Authority
Postal address	PO Box 35655, Menlo Park, 0102
Physical Address	Riverwalk Office Park, 41 Matroosberg Road, Ashlea Gardens, Extension 6, Pretoria, 0081
Tel Number	012 428 8000/ 0800 203 722
Fax Number	012 346 6941
Website	www.fsca.co.za
7. PARTICULARS OF THE INFORMAITON REGULATOR	

Quadrant 4, The Centenary Building,
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Name	The Information Regulator
Postal address	PO Box 31533, Braamfontein, Johannesburg, 2017
Tel Number	010 023 5200
Email	enquiries@inforegulator.org.za

8. PROCEDURES FOR REGISTERING CLAIMS OR COMPLAINTS

Procedures for the submission of claims and complaints are detailed in your policy and are important. If you have difficulties in determining the correct procedures, please contact your Intermediary/Administrator. All complaints must be reduced to writing and generally, you are required to advise your Intermediary/Administrator within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim, report the theft to the police and provide any other details that may be required by the Intermediary/Administrator. Should you remain dissatisfied with the assistance provided, then you may contact 0860 109 529. In addition, the addresses of both the Registrar of Short-term Insurance and the FAIS Ombud are provided in this Disclosure Notice and your policy should your complaint still not be satisfactorily resolved.

9. NAME, CLASS OR TYPE OF POLICY

Full details about the name, class and type of policy involved are reflected on your policy schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Intermediary/Administrator for assistance on 0860 109 529.

10. EXTENT AND NATURE OF PREMIUM OBLIGATIONS

Your policy document reflects the premiums payable, the due date of payment and the frequency of payment (e.g., monthly, or annually). All premiums are inclusive of Value Added Tax at the prescribed rate.
The Administrator is authorised to accept premium payments on behalf of the Product Supplier, and you may make payment to the Administrator. This is also the case with monthly premiums by debit order.

11. CONSEQUENCES OF NON-PAYMENT OF PREMIUMS

The due date for the 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.

12. 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 contain the amounts that you pay as a portion of a claim and your Financial Services Provider or Product Supplier can assist you with any queries you have in this regard.

13. OTHER MATTERS OF IMPORTANCE

(a) You must be informed of any material changes to the information referred to in paragraphs 1, 2, 3, 4, 5 and 6.

(b) You must be informed in writing, on 31 days' notice of any material changes to your policy wording.

(c) If any complaint to the Intermediary, Insurer or Administrator is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud.

(d) Polygraph or similar tests are not obligatory, and claims may not be rejected solely on the basis of a failure of such a test.

(e) If your premium is paid by debit order, the debit order must be in favour of either the Intermediary or the Product Supplier (Insurer) and may not be transferred without your approval.

(f) The Product Supplier (Insurer) must give you 31 days' notice in writing of its intention to cancel your debit order.

(g) The Product Supplier (Insurer) and not the Intermediary must give reasons in writing for the rejection of any claim submitted by you.

(h) The Product Supplier (Insurer) must give you 31 days' written notice of its intention to cancel your policy.

(i) You are entitled to a copy of your policy free of charge.

14. WARNING

(a) Complete all forms in ink.

(b) Keep all documents you receive.

(c) Make notes as to what is said to you.

(d) Ask for a letter of representation from your advisor.

(e) Do not be pressured into buying a product.

(f) Failure to provide correct or fully relevant information may influence an Insurer on any claims arising from your contract.

(g) Do not sign any blank or partially completed application forms.

15. 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 by Trans Union 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 regarding 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 recognized 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.

16. WAIVER OF RIGHTS

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognize, accept, or act on any such waiver by a client. Any such waiver is null and void.