



**DISCLOSURE NOTICE REGARDING EMERALD RISK TRANSFER (PTY) LIMITED (REG NO. 1998/025512/07) (HEREINAFTER REFERRED TO AS “ERT”), 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

Emerald Risk Transfer (Pty) Limited (FSP Nos. 13893), is a duly authorised Financial Service Provider (hereinafter referred to as “FSP”), represented by a registered Key Individual and/or representative – please refer to Annexure A for comprehensive detail of the Key Individual and/or representative. The Key Individual and/or representative are employed by ERT in terms of a written agreement.

ERT accepts responsibility for the functions performed by the Key Individual/representative in the ordinary course and scope of the Key individual’s/representative’s duties in respect of the financial products registered for.

The Key Individual and/or representative 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@emerald.co.za](mailto:info@emerald.co.za).

Emerald Risk Transfer (Pty) Limited, is a wholly owned Santam Group Company. ERT 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. ERT has no financial interest in its product supplier. ERT receives a fee for its services.

## 2. Complaints

2.1 Should you not be satisfied with the advice or service rendered by ERT’s Key Individual and/or representative, you may lodge a complaint with ERT’s Corporate Legal Adviser on the following number Tel: (011) 658-8200 or fax 086 633 9915. The complaints policy and procedure is available to you upon request.

2.2 Upon finalisation of the investigations into the complaint, the outcome thereof shall be communicated to you in writing. Should the outcome of the investigations 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 ERT 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 ERT does not assume responsibility for the performance of investments nor for the timing of portfolio changes.

2.5 The details of ERT’s compliance department are 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 ERT representative**

- 3.1 The ERT Key Individual and/or representative has 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 ERT Key Individual and/or representative shall utilise his or her 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 ERT Key Individual and/or representative declare that apart from the receipt of salary, commission, incentives and/or fees, no other personal interest in concluding this transaction exists. Further, there are no circumstances that may give rise to an actual or potential conflict of interest.
- 3.4 The ERT Key Individual and/or representative 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 ERT 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  
Block B, Ground Floor, Sussex Office Park, 473 Lynnwood Road (cnr Lynnwood Road & Sussex Avenue), Lynnwood Ridge, 0081.  
Postal address: P O Box 74571, Lynnwood Ridge, 0040  
Telephone No. +27 (0) 12 470 9080  
Facsimile No. + 27 (0) 86 611 7589/+27 (0) 12 348 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  
The Short-Term Ombudsman  
Sunnyside Office Park, 5<sup>th</sup> Floor, Building D, 32 Princess of Wales Terrace, Parktown  
P O Box 32334, Braamfontein, 2017  
Telephone No. +27(0) 11 726 8900  
Facsimile No. +27 (0) 11 726 5501  
Email: [info@osti.co.za](mailto:info@osti.co.za)  
Website: [www.osti.co.za](http://www.osti.co.za)



6. **Particulars of SASRIA**

36 Fricker Road, Illovo, Sandton, 2196  
P O Box 653367, Benmore, 2010  
Telephone No. +27 (0) 11 214 0800  
Facsimile No. +27 (0) 11 447 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.

7. **Compliance Officer**

The internal compliance is managed by Paula do Roque, who is contactable on 011 658 8207 and [paulad@emeraldsa.co.za](mailto:paulad@emeraldsa.co.za). The Compliance Officer is Marina Jooste of EAS-E COMPLY (PTY) LTD, 80 The Valley Road, Parktown, 2193, P O Box 940, Houghton, 2041, Telephone No. +27 0861 266 759, Facsimile No. +27 086 615 3281, email address [marina@easecomply.com](mailto:marina@easecomply.com).

8. ERT 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.

9. Where ERT acts as a product supplier, you will receive a separate disclosure notice from the intermediary and/or independent Financial Services Provider.

10. Should you experience any difficulties in obtaining required details, please contact your intermediary and/or independent Financial Services Provider for further assistance.

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 ERT. Generally, you are required to advise the Financial Services Provider and/or ERT, 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 ERT.

12. **Important warning**

12.1 It is very important that you are quite sure 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.
- 12.3 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 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, 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 (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.
- 14.2 The Financial Service Providers 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 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 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 ERT can assist you with any queries you have in this regard.

17. **Other matters of importance**

- 17.1 You must be informed of any material changes to the information referred to in paragraphs 1 and 2.
- 17.2 If any complaint to the intermediary of insurer is not resolved to your satisfaction, you may submit your complaint to the Short-Term or FAIS Ombud.
- 17.3 Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.



- 17.5 ERT and/or the product supplier must give you 30 (thirty) days notice in writing of its intention to cancel your policy.
- 17.6 ERT and/or product supplier and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.
- 17.7 ERT and/or product supplier must give you written notice of its intention to cancel your policy.
- 17.8 You are entitled to a copy of your policy free of charge.

18. **Conflict of interest**

In accordance with ERT's conflicts of interest management policy, ERT 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 ERT's duties and obligations.

Potential conflicts of interest are inherent in any business and therefore it is not the aim of ERT 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.



**ANNEXURE A**

FSP No.	13893			
FSP Name	EMERALD RISK TRANSFER (PTY) LTD			
FSP Type	Company – Private			
Registration No.	1998/025512/07			
Date Authorised				
<b>KEY INDIVIDUAL</b>				
First Names	Surname	Short-Term Insurance: Commercial Lines		
<b>Bernard Eden</b>	<b>Ray</b>	<b>Yes</b>		
<b>Carla Louise</b>	<b>Jordan</b>	<b>Yes – Managerial Role</b>		
<b>REPRESENTATIVES</b>				
First Names	Surname	Short Term Insurance: Commercial Lines	Services under supervision	Advice and/or intermediary service
Jacoba Johanna	De Ridder	Yes		Advice and intermediary services
Renee Robyn	Handley	Yes		Advice and intermediary services
Christopher Barry	Potter	Yes		Advice and intermediary services
Linda June	Dyer	Yes		Advice and intermediary services
Zaiboon Nisha	Haffejee	Yes		Advice and intermediary services
Desmond Alexander	Watson	Yes		Advice and intermediary services
Linda	Dayanand	Yes		Advice and intermediary services
Hans	Schollenberger	Yes		Advice and intermediary services
Tanielle	Nasser	Yes		Advice and intermediary services
David	Van der Merwe	Yes		Advice and intermediary services
Marthinus Jacobus Dewald	Steyn	Yes		Advice and intermediary services
Mary	Driscoll	Yes		Advice and intermediary services
Michaela	Phillips	Yes		Advice and intermediary services
Amarnath	Manilal	Yes		Advice and intermediary services
Elaine Rosemary	Payne	Yes		Advice and intermediary services
Thanja	Duven	Yes		Advice and intermediary services
Glenn Richard	Stoneham	Yes		Advice and intermediary services
Richard	Lay	Yes		Advice and intermediary services
Lindiwe	Dube (Nkomazana)	Yes		Advice and intermediary services
Shanti	Abba	Yes		Advice and intermediary services
Vicente	Da Silva	Yes		Advice and intermediary services
Partridge	Brian	Yes		Advice and intermediary services