

SOUTHERN CROSS RISK MANAGEMENT (PTY) LTD

Reg no: 2003/013245/07
Authorised FSP Licence No: 14874

Unit 42, 43 & 44 Sandton View Office
Park, Conduit Street, Lyme Park
Randburg 2194, South Africa



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PROFESSIONAL INDEMNITY QUOTATION

INSURER	AIG South Africa Ltd Registration No: 1962/003192/06 Vat No: 4390116939
BROKER	Southern Cross Risk Management (Pty) Ltd
INSURED	SA BROKERS INSURE CC
PERIOD OF INSURANCE	01 January 2021 to 31 December 2021
RETROACTIVE DATE	01 January 2017
BASIS OF COVER	Claims Made (costs inclusive)
POLICY PERIOD	Monthly Policy. Failure to meet payment obligations will result in cancellation of cover.
WORDING	SCRM/AIG Professional Indemnity Insurance Intermediaries Wording
SUBJECTIVITIES	Insurance Broking activities as listed in the proposal form Signed no claims declaration below
EXCLUSIONS	All NEW Property Syndication Business including Sharemax / PICVest and any of the sorts.
ENDORSEMENT	All policies transferred from SA Brokers CC, FSP 44349 will be covered under this policy with a retroactive date of 01 May 2014

DECLARATION

It is hereby declared and agreed that there are **no circumstances or any allegations or contentions of any incident which may result in a claim being made against the applicant** or any of its past or present partners, directors, employees or any predecessors in business.

.....
Signature of Insured

30.11.2020

.....
Date

KINDLY INDICATE THE SECTIONS OF COVER YOU WISH TO ACCEPT

LIMIT OF INDEMNITY Annual Aggregate VAT Excl	DEDUCTIBLE Each and Every VAT Excl	SECTION PREMIUM AMOUNT PAYABLE MONTHLY (VAT Incl)
SECTION 1 – PROFESSIONAL INDEMNITY		
10,000,000	Long Term Cat A – 10,000 eec	1958.00
	Long Term Cat B1 & Collective Investment Schemes – 50,000 eec	
	Retail Pension Benefits – 20,000 eec	
	Long Term Cat C – 50,000 eel	
	Personal & Commercial Lines – 20,000 eel	

COVERAGES

- Professional Indemnity
- Defamation
- Intellectual Property
- Defence Costs
- Legal Liability following Staff Dishonesty

EXTENSIONS

- Computer Crime (Liability arising from Computer Crime)
Sub Limited to R1,000,000 in the Annual Aggregate with a R10,000 deductible
- Loss of Documents
Third Party Documents sub limited to R1,000,000 in the Annual Aggregate with a R10,000 excess
- Court Attendance:
Rate per day for Principal / Partner / Director – R2,000
Rate per day for Employees – R1,000
Extended Reporting Period - 30 days

1 X Reinstatement Applicable

SECTION 2 - CYBER LIABILITY		
Only provides cover for Data Breach and Notification Costs. Enhanced standalone Cyber Liability terms are available on request		
1,000,000	50,000	85.00
COVERAGES	- Data Protection & Breach - Notification Costs	

SECTION 3 – COMMERCIAL CRIME		
Only provides cover for loss of 1 st party funds due to employee dishonesty. Enhanced standalone Fraud cover is available on request		
1,000,000	50,000	172.00
COVERAGES	- Fidelity Guarantee (Direct Financial Loss)	



SECTION 4 – PRIVATE EDGE		
1,000,000	As per below	172.00
COVERAGES - Labour Practices Liability – Deductible R25,000 - Trustee Liability – Deductible R25,000 - Company Management Liability (Company) – Deductible R0.00 - Personal Management Liability (Director) – Deductible R0.00 - Crisis Containment – Deductible R25,000		

SECTION 5 - KIDNAP AND RANSOM		
500,000	0.00	85.00
COVERAGES - Kidnap Response Costs		

LIMIT OF INDEMNITY

The Limit of Indemnity is exclusive of VAT and is on an aggregate basis including 1 x reinstatement. Any legal costs and expenses are included in this limit.

DEDUCTIBLE

This is required by the Insured at time of settlement where Insurers will pay less the deductible as agreed above. The Deductible applies to each and every claim.

CLAIMS MADE COVER

This means that the policy in force on the day a claim is made or when you become aware of a circumstance that could give rise to a claim, will be the policy that will respond to such a claim and not the policy that was in force at the time the work was done. (Subject to the retroactive date stated on the schedule page of the policy). If the policy is allowed to lapse or be cancelled, no further claims can be brought against this insurance as there will be no cover in force. If a lower limit of indemnity than that of the expiring policy is chosen, the new limit will apply to claims going forward.

RETROACTIVE COVER

Retroactive Cover is essentially backdated cover for work that you have performed in the past. If you allow your policy to lapse or be cancelled, you will lose all your retroactive cover resulting in a gap / break in this Insurance. As a market standard only a maximum of 2 or 3 years retroactive cover can be purchased at an additional premium. – Refer to the Proposal Form.

- New Business
If you are a start-up, please be certain that you are covered from the time of trading business.
- Existing Renewals with SCRM
Renewal notices are sent minimum 8 weeks prior to expiry of your PI policy to ensure that this Insurance is renewed on time avoiding the risk of being without cover.
- Clients moving their Insurance from one Insurer to another
Whether you decide to move your insurance mid-term or at expiry of your policy, be certain that you do not lose your retroactive cover as this can be carried over by the new Insurer provided that there is no gap / break in cover and upon prove of the retroactive date.
- Lapsed / Cancelled Policies
As PI Insurance is claims made policies, it is imperative to ensure continuous cover is in place. If your policy is lapsed or cancelled, you will need to purchase this backdated cover again for all work performed in the past. Should this cover not be purchased, your retroactive date will be as per the inception date of your policy covering you only for the work done from that date going forward.

RUN-OFF COVER

Run-Off Cover is strongly recommended if you cease trading. Your Business as well as yourself in your personal capacity will remain liable to Third Parties for claims even once you have ceased trading, which is why we recommend a run-off policy in these circumstances. Run-Off policies are only issued if you have completely ceased trading and are no longer earning any income, this cover can also be purchased if you have retired. The policy will cover claims arising out of work prior to the date that you ceased trading and is generally based on your expiring policy terms, conditions and exclusions.

TERMS & CONDITIONS WITH REGARDS TO CLAIMS:

- It is important that all Representatives and Key Individuals are FAIS Compliant and acts within the FSP Licence as insured on this policy.
- You may not enter into any settlement agreements or incur any legal costs without the consent of the Insurers.
- As soon as you become aware of a circumstance, complaint or potential claim, it is imperative that you report this to your Insurer so that they may be aware of the matter should it materialize into an actual PI claim.
- NEVER ADMIT LIABILITY

The application form shall be the basis of the contract should a policy be issued and it will be attached to and made a part of the policy. Kindly sign to confirm acceptance hereof

Signed for and on behalf of SA Brokers Insure CC at Mount Edgecombe

On this 11th day of November 2020

BANKING DETAILS / DEBIT ORDER CONFIRMATION

I hereby authorise Southern Cross via I.O.M, to debit my account on a monthly basis for the premium specified from the following bank account:

Account Holder:	SA Brokers Insure CC		
Bank:	FNB		
Branch name and code:	Umhlanga Crescent		
Account number:	62629955686		
Type of account:	CURRENT	SAVINGS	TRANSMISSION
Date of Debit Order:	1 st	7 th	10 th
Inception Date of Policy:	01.01.2021		

Client Mitchell Biggas / SA Brokers Insure CC

ID Number 7203085150087



CLIENT ADVICE RECORD

We urge you to contact us if there is anything in the above quote you don't understand.

Advice

The policy of our business is to provide objective and comprehensive advice to all our clients. The advice summarized in this document is a record of your instructions as per the proposal form regarding your Risk Requirements. The financial product/s we offer & recommend has been identified as being appropriate to your Risk Profile based on the information gathered in the proposal form.

Important Information

You should also ensure that you understand the terms and conditions applicable to any product offered, including those pertaining to the nature and extent of benefits provided, monetary obligations assumed by you and special terms and conditions/exclusions that may be applicable. Give special consideration to product / cover extension that may be provided.

As per the information declared on the proposal form we have identified the following need and the reason why the particular product was suggested.

Needs Identified	Product(s) Recommended	Reason
Yes	Professional Indemnity	
	Section 1	X Professional Indemnity
	Section 2	X Cyber Liability
	Section 3	X Commercial Crime
	Section 4	X Private Edge

Declaration by client

1. I confirm that I received a disclosure letter in respect of the above Financial Services Provider (FSP) or its representative which is attached to this document.
2. I confirm that this client Advice record and all other forms/ documentation furnished to me by the FSP or authorized representative for purposes of my signature, were completed in full before I signed them.
3. I was given a final quotation for the product recommended and listed in this Client Advice Record, and furnished with full and comprehensive information regarding the relevant terms and conditions – inclusive of the nature and extent of benefits provided, monetary assumed by me, the extent to which the product is readily realizable, applicable special terms and conditions/exclusions.
4. We are required to advise you of our earnings in relation to your insurances which is on a statutory commission percentage [12.5% for motor and 20% for non-motor] of the premium, and is included in the total amount payable quoted. In addition to this we receive a risk management and legal support fee of 10% which is also included in the total amount payable. This is for services that we offer over and above the definition of advice and intermediary services.

Client Signature:

Date: 30.11.2020

Nicole Kern**Account Executive****Head of FSP Facility**

Southern Cross Risk Management (Pty) Ltd

Reg No: 2004/013245/07

Authorised FSP License No: 14874

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I am an Independent Financial Advisor and have been in practice since 2009. I have training and experience to advise our clients on short term insurance. I am a Representative of the above-mentioned financial services provider. Southern Cross Risk Management (Pty) Ltd does not own more than 10% of issued shares directly or indirectly of any Life Insurer or Financial Product Provider. We are not an associated company of any Life Insurer or Product Provider. We have earned more than 30% of our total commission from AIG South Africa Limited. The Company, by whom I am employed, is the holder of a category I Financial Services Provider License with Financial Service Provider number 14874, is an independent intermediary and earns an income from commission and fees that the Product Provider pays over to them on the products purchased by our clients and I in turn earn a salary. The company accepts responsibility for my activities in so far as I act within the scope of my contract. They have Professional Indemnity Insurance cover of R100 Million in the annual aggregate. The FAIS Act also requires the Company to set up a comprehensive complaints management procedure for the business. A document has been drawn up to this effect giving a detailed description of your rights and duties when you want to lodge a complaint if you feel we did not give you appropriate advice or that we were negligent in the service we provided to you. We invite you to view this document we will provide you with a copy for your information should you require one.

Compliance Department Details:

Compliance Practice: Moonstone Compliance

Physical Address: Valeria Centre, Piet Retief Street, Stellenbosch, 7600

Phone No.: (021) 883 8000

Fax No.: (021) 883 8005

Website: www.moonstone.co.za**Directors:**

**L Forssman Dip Com Dir (Joint Managing Director) | J W D Austen CIS (Int), Dip Com Dir (Joint Managing Director) |
Jame Skuse BCom (Hons), ACMA, CFA (Director) | Jimmy Blake NQF 5 Sport Management, NQF 6 Financial
Management (Director)**