Policy Schedule



PI & LIABILITY UNDERWRITING MANAGERS



People you can talk to.

A C and E PI & Liability Underwriting Managers (Pty) Ltd

7th Floor Office Tower, Bedford Centre, Smith Street, Bedfordview P O Box 752189, Gardenview, 2047, Republic of South Africa

Tel: 011 615 7529 Fax: 011 615 9360 Website: www.engineeringace.co.za

Company Registration Number: 2013/145635/07

VAT registration Number: 4090266018

Licensed FSB Financial Service Provider (FSB License No. 45553)

Insurer: New National Assurance Co Ltd

Broker: CN Brokers (Pty) Ltd

Marketer: Jabeen

Policy No: ACE122606PPI File No: PPI22/JH42724

Frequency: Monthly

Payment Method: **Debit Order**

Wording: PPI - Priority Professional Indemnity

The Insured: SA Brokers Insure CC

Address: 3 Dumat Place Nkwazi Office Park 6

MOUNT EDGECOMBE

PHOENIX 4300

Business Description: Financial Services Providers as authorised by the FSCA Cat I business activities only and for

no other purposes

Period of Insurance: (a) From 01 January 2023 to 31 December 2023 (both dates inclusive)

(b) Any subsequent period for which the Insurer agrees to renew this policy or any section

thereof.

Policy Renewal Date: 01 January 2024

Endorsement Date: 01 January 2023

Endorsement Reason: Renewal

In Force **Policy Status:**

> (All Premiums are inclusive of V. A. T. @ 15% - New National Assurance Co Ltd VAT No. 4380101289). In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

Signed on behalf of New National Assurance Co Ltd at Johannesburg on 02/12/2022



Client Name: SA Brokers Insure CC Policy No: ACE122606PPI

PREMIUM SUMMARY			
Section	Cover included	Amendments	Monthly Premium
Priority PI	Yes	R	R 2,113.00
	Total premium	R	R 2,113.00
	Total 15% VAT Included)	R	R 2,113.00

This Schedule becomes a tax invoice after inception of the cover when payment of the amount due has been made. The TOTAL PAYMENT includes V.A.T. and Commission of R 422.60, VAT at the rate of 15% is included in the total premium.

This document is compliant with the Commissioner's direction in terms of section 20(7) or 21(5) (as the case may be) of the Value Added Tax Act No 89 of 1991. Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.

Premium obligations and consequences of non-payment of premiums:

This Policy is subject to premium payment payable in terms of the Short-Term Insurance Act (No. 53 of 1998). The Policyholder Protection Rules under section 55 of the Short-Term Insurance Act (No.53 of 1998) affords the insured a grace period of 15 days from the payment due date as per the Policy Schedule. The grace period does not apply to the month of inception and only comes into effect the month following the inception of a policy.

It is hereby noted that premiums are payable in advance either on the first of the month or as agreed and indicated by your payment method on the policy schedule.

The implications of a failure to pay the policy premium as per the regulations will result in a provision of this policy to be voided to the extent that the Act provides expressly or by implication that the Underwriter on behalf of the Insurer may repudiate a claim because the premium was not paid on the due date even though payment was made during the grace period referred to in Rule 15 of the Policyholder Protection Rules (Short-Term Insurance), Section 55 of Short-Term Insurance Act of 1998, whether or not the payment was made prior to the event giving rise to the claim. The Act further allows an insurer to terminate a policy with immediate effect due to non-payment of a premium. If premium payment is not received by the end of the aforementioned grace period, then your policy shall be deemed as cancelled. The cancellation will be dated the 1st day following the last month for which premiums were received.

Client Name: SA Brokers Insure CC Policy No: ACE122606PPI

AC & E PI and Liability Underwriting Managers (Pty) Ltd

TREATING CUSTOMERS FAIRLY

MISSION STATEMENT

We place customer interests at the heart of everything we do and commit to treat customers with honesty, fairness and respect at all times.

Treating Customers Fairly (TCF) and customer service is a significant part of our philosophy and we know that good customer service equates to good business

About TCF

TCF stands for Treating Customers Fairly. TCF was implemented by the Financial Services Conduct Authority (FSCA) to ensure that the fair treatment of customers is embedded within the culture of all financial services providers and representatives.

The goal of TCF is:

- Improving customer confidence
- Ensuring appropriate products and services
- Enhancing transparency and discipline.

There are six key Treating Customers Fairly (TCF) outcomes in terms of the regulators aim. This document sets out our commitment to Treating Customers Fairly. We understand the fiduciary relationship between the Policyholder and the Broker. However, anyone dealing with *A C and E PI & Liabilities Underwriting Managers (Pty) Ltd* is entitled to hold us to account and challenge us to perform as we have detailed in the pages that follow. This is a valid document and the contents may change from time to time. Any alteration or changes will only be made where the result is an improvement and enhancement to Treating Customers Fairly.

The SIX OUTCOMES

A C and E PI & Liabilities Underwriting Managers (Pty) Ltd and all its employees subscribe to all six outcomes of TCF which are as follows:

- **Outcome 1:** Customers are confident that they are dealing with providers where the fair treatment of customers is central to the provider's culture.
- **Outcome 2:** Products and services marketed and sold in the retail market are designed to meet the needs of identified customer groups and are targeted accordingly.
- **Outcome 3:** Customers are given clear information and are kept appropriately informed during the entire process.
- **Outcome 4:** Where customers receive advice, the advice is suitable and takes account of their circumstances.
- **Outcome 5:** Customers are provided with products and the associated services that perform at an acceptable standard as specified by the provider.
- **Outcome 6:** Customers do not face unreasonable post-sale barriers when they want to change a product, switch providers, submit a claim or make a complaint.

Client Name: SA Brokers Insure CC Policy No: ACE122606PPI

Our PROMISE

We are committed to ensuring the following:

- 1. Deliver prompt, friendly, efficient, courteous and relevant customer service at all times.
- **2.** Provide efficient customer-driven processes.
- 3. Continuously improve and identify new technologies and endeavour to excel in the delivery of our customer service.
- **4.** Assist you in making an informed decision whether it may be a new product, claim or policy amendments, etc., always via your broker.
- 5. Only provide you with products that you need.
- **6.** Encourage and build long lasting relationships with all our customers.

Providing opportunities for feedback regarding out products and services, make the necessary changes where appropriate to ensure customer satisfaction.

Instil a culture of openness and transparency with regards to our processes and products.

What YOU can do to HELP

You can assist us with TCF by doing the following:

- 1. Providing and disclosing all the relevant information regarding your insurance needs to enable us to provide you with the most suitable products/services.
- 2. Tell your broker how we can improve our service and products.
- 3. Inform your broker of any changes to your personal or company information to ensure we keep our records up to date.
- 4. Read through all your policy wording, associated documents and any communications carefully and familiarise yourself with our processes and products.
- 5. Let your broker know if there is any aspect of our products that you do not understand or are not satisfied with.

FEEDBACK

Please note that as an underwriting manager, we are precluded from dealing with any policyholder directly. This means that all forms of correspondence and communication are exclusively through an intermediary (Broker). Should you have any complaints or queries you may submit same to your broker who will in turn convey same to us. We will in turn proceed to address such queries and complaints in a timeous manner in order to avoid any unnecessary delays.

Details of our complaints procedure can be found on our website www.engineeringace.co.za or refer to your policy wording and associated documents or call us on (011) 615 7529.

Client Name: SA Brokers Insure CC	,	Policy No: ACE122606PPI		
PRIORITY PI				
		Indemnity Limit Annual Premium		
DETAILS				
Retroactive Date	: 2022/01/01 Deductible R 25 000	R10 000 000 R25 356.00		
CLAUSES AND EXTENSIONS				

Deductible

TOTAL

R2 500

R25 000

R2 500

R250 000

R250 000

R25 356.00

Included in PP

ADDITIONAL NOTES

Territorial Limits are Worldwide (Excluding USA and Canada)

Limits of Indemnity (Excluding 15% VAT) are on an Each & Every Loss basis but not exceeding

R 20 000 000 Annual aggregate during the period of insurance.

Conditions:

Defamation

Defence Costs

Loss of Documents

1. War, terrorism, riot, strike, civil commotion, asbestos, computer losses, and gradual pollution is excluded.

Included

Yes

Yes

Yes

- 2. All Policies are on a claims made basis.
- 3. Policy Deductibles are VAT Neutral.
- 4. The quotation is inclusive of 20% Broker Commission and 15% Ancillary Fee.
- 5. Signed proposal form The premiums quoted herein are based on the information provided in the signed Proposal Form.
- 6. Sanctions Clause. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit under the policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states.
- 7. It is a condition that the Insured is suitably qualified.
- 8. Warranted that the Insured is registered and complies with the relevant Industry, Body, Association in terms of legislation, as applicable

Warranty

Warranted that there are no known claims/incidents that could lead to a claim under this policy from the date of the submitted proposal form and date of acceptance of this policy

Specific Exclusion

The Insurers will not indemnify the Insured for any claims associated with legal liability, including any liability for errors and omissions in the performance of professional duties, costs, expenses or any consequential losses arising out of and/or directly or indirectly caused by any Pandemic and/or infectious diseases, including but not limited to any virus, bacterial infection or immune deficiency diseases.

Client Name: SA Brokers Insure CC Policy No: ACE122606PPI

Defamation

The indemnity granted by this Section extends to include liability incurred as a result of defamation, excluding claims arising out of defamatory statements in any publication, journal, magazine or newspaper or on radio or television or in any electronic media.

Loss of Documents

The Insurer will indemnify the Insured for:

- a) Any Claim first made against the Insured and notified in writing to The Insurer during the Period of Insurance in respect of third-party liabilities as a consequence of any Document having been destroyed, damaged, lost or mislaid,
- b) For reasonable and necessary costs incurred with The Insurer's prior written consent in the repair, replacement or reconstitution of any Document which during the Period of Insurance is discovered and notified in writing to the Insurer to have been unintentionally destroyed, damaged, lost or mislaid (and which after diligent search cannot be found).

Excluding:

- a) any loss destruction or Damage to computer records caused by the presence of magnetic flux or due to loss of magnetism or defects in the computer records,
- b) any loss destruction or Damage to computer records unless there is physical loss of or Damage to the media on which such records were stored,
- c) any loss destruction or Damage of any Documents caused by wear tear vermin Damage or gradual deterioration.

Annual premium paid monthly:

In consideration of the Insurers having agreed, at the request of the Insured, to allow the Insured to pay the Annual Premium by monthly instalment, the Insured accepts and agrees to the following:

- i. in the event of the Insurers not receiving the instalment for any reason whatsoever, this Insurance shall, notwithstanding anything to the contrary contained in the policy, be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.
- ii. Reinstatement of this Insurance shall be at the sole discretion of the Insurers, but Insurers shall not unreasonably withhold such reinstatement provided the Insured can give explanations acceptable to the Insurers for the failed payment iii. In the event of prior notification of any claim or circumstances that might lead to a claim during the Annual Period of Insurance for which an unpaid monthly instalment applies, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will be the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

Client Name: SA Brokers Insure CC **Policy No:** ACE122606PPI

STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY - DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract) As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information :

The Intermediary (Insurance Broker)

CN Brokers (Pty) Ltd FSP No: 51206 Unit 10, 25 Monteith Place, Durban North, 4051 Unit 10, 25 Monteith Place, 4051

Tel: 0788846233

Email: info@cnbrokers.co.za

The Intermediary (Insurance Broker), when granted an agency agreement, had Professional Indemnity cover in place.

2. Details About The Underwriting Manager

AC and E PI & Liability Underwriting Managers (Pty) Ltd

Company Registration: 2013/145635/07 VAT Registration Number: 4090266018 FSP Registration: 45553

7th Floor, Office Towers, Bedford Centre, Smith Street,

Bedford Gardens, 2049

Telephone: (011) 615 7529 Fax: (011) 615 9360

EMail:info@engineeringace.co.za

AC and E PI & Liability Underwriting Managers (Pty) Ltd holds Professional Indemnity cover through Leppard Underwriting

Details of how to report a claim

- Claims are to be instituted as follows: claims@engineeringace.co.za
- Notify A C and E PI & Liability Underwriting Managers (Pty) Ltd as soon as possible after the event giving rise to the claim and must be submitted in writing with documentary proof of your loss. You will be required to notify the police in the event of a theft or where a criminal act is suspected.
- Procedures for the submitting of a claim are set out in full detail in your policy document. If you require assistance, contact AC&E PI & LiabilityUnderwriting Managers (Pty) Ltd
- If you have a dispute regarding a claim that is not resolved to your satisfaction by the broker or the insurer, you may submit the complaint to the Ombudsman for Short-Term Insurance as per the details in 8 below.
- Take all reasonable steps to prevent further damage or loss.
- Please bear the following in mind:
- Under no circumstances must liability be admitted
- * Do not destroy or discard any articles or evidence related to the claim

Type of policy involved

Please refer to your policy document which contains the name, risk description (class), policy number and type of policy involved.

General Information

- *For every financial service product marketed by our company,
- a contract exists between the Underwriter and Insurer.
- * For practical reasons, our representatives do not carry copies of the contracts on their persons.
- The necessary documentation is available for viewing at our offices.
- We have not requested, and the registrar has not granted, any specific exemptions from the FAIS Act.

- In case of any queries you may have regarding compliance to the FAIS Act, kindly contact Anne Marie Fourie on 011 615 7529
- Neither Anne Marie Fourie nor the FSP, directly or indirectly hold (s) more than 10% shareholding in any insurance companies nor do we hold any substantial financial interest in any insurance company (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)
- The FSP received more than 30% of our total remuneration from a particular insurer during the preceding 12-month period. (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)

(i)The insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and receipt thereof by or on behalf of the Insurer, and such premium is payable as declared in the policy document

Details of Contact Person at the Underwriting Manager

Name: Anne-Marie Fourie

Tel: (011) 615 7529 Fax: (011) 615 9360

Email: info@engineeringace.co.za
Legal and Contractual Status: Independent Intermediary

My Qualifications:

Because of my period of experience in the financial services industry, I am not required to render any financial services under supervision and I am authorised to give financial advice under the following auspices: I am a Representative of this licensed FSP. As I have been registered as 'Fit and Proper' and competent to give financial advice, the licensed FSP accepts full responsibility for the advice which I give to my clients. Full details of any product supplier will be given to you in writing at quotation stage. I stand to receive no personal benefit from the financial services for which I am offering advice other than my remuneration which is based on a combination of Commission & Fees.

The Insurer

- NEW NATIONAL ASSURANCE COMPANY FSP No: 2603 P.O. BOX 1610, DURBAN, 4000 5TH FLOOR, FIELD HOUSE, 25 JOE SLOVO STREET, **DURBAN, 4001**
- Telephone: 031-3342000 Fax: 031-3011166 Compliance / Complaints Officer: Vedanth Ori

Details of AC&E Compliance Officer

Address correspondence to:

Roy Banks

Compliance Trust (Pty) Ltd Practice Number: 6749 Tel: 082 575 6427

Fax: 086 636 5359

Email: roy@compliancetrust.co.za

Client Name: SA Brokers Insure CC Policy No: ACE122606PPI

6. Other matters of importance

Please note that AC&E have implemented a Conflict of interest management policy as required by the FAIS Act and General Code of Conduct. A copy of our policy may be viewed on our website at: www.engineeringace.co.za

- (a) You must be informed of any material changes to the information provided above.
- (b) If the information was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction you may submit the
- (d) The insurer and not the intermediary must give reasons for repudiating your claim.
- (e) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure of such a rest may not be the sole reason for repudiating a claim
- (f) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (g) You are entitled to a copy of the policy free of charge.
- (h) Your Broker receives commissions from your Insurer at the legislated rates. These are currently, 20% on Non-Motor Policies other than Single Project PI which is 15%. Any other amounts due by you will be included in all quotations and renewal documents given to you and will be reflected on your policy schedule.

7. Warning

- * Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- * Keep all documents handed to you.
- * Make notes as to what is said to you.
- * Don't be pressurized to buy the product.
- Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance
- * All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility. You need to be satisfied with the accuracy of any transaction submitted by your broker on your behalf
- Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.
- 8. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

P O Box 32334, BRAAMFONTÉIN 2017 Tel: (011) 726 8900 Fax: (011) 726 5501 Web Site: www.osti.co.za

9. Particulars of Registrar of Short-term Insurance.

FSCA - Financial Sector Conduct Authority

Contact number:

Call Centre: 0800 20 37 22 Switchboard: 012 428 8000 Fax: 012 346 6

Fax: 012 346 6941
Email: Info@fsca.co,za
Website: www.fsca.co.za

Postal Address: P.O Box 35655

Menlo Park 0120

Address: 41 Matroosberg Road Ashlea Gardens

Pretoria 0002

10. Particulars of the FAIS Ombud

Telephone: +27 12 762 5000 / +27 12 470 9080 Facsimile: +27 12 348 3447 / +27 12 470 9097 Postal Address: P.O. Box 74571, Lynwood Ridge, 0040

Website: www.faisombud.co.za

Sussex Office Park Ground Floor, Block B

473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave,

Lynnwood, 0081

11. Commissions and Fees

Non Motor Commission: R422.60

Motor Commission: R Nil

Non Motor Sasria Commission : R 0.00 Motor Sasria Commission : R Nil

UMA Policy Fee : R Nil Remuneration : R422.60

Page 8 of 8 2022/12/02