



SERVICE LEVEL AGREEMENT

BETWEEN

(CLIENT ID NUMBER)

AND

(REPRESENTATIVE REPRESENTING FINANCIAL SERVICES PROVIDER)

The Client appoints the Intermediary to provide ongoing advice and intermediary service in line with the terms and conditions outlined in this agreement in terms of The Client's Short-term Insurance Cover. Specific requirements and practical arrangements on the part of each party are stipulated in Annexure A to this agreement. This agreement will remain in force regardless of any possible change of Short-term Insurer.

A. THE APPOINTMENT:

The Client hereby officially appoints the Intermediary representing the Financial Services Provider to render ongoing advice and intermediary service to The Client in terms of his/her Short-term Insurance requirements.

B. THE ADVISOR UNDERTAKES & AGREES TO THE FOLLOWING:

The Intermediary agrees to:

1. provide the Client/s with all **statutory disclosure** information, and including his/her authorization to render financial services on behalf of the FSP **advice records**;
2. determine the Short-term Insurance **goals and objectives** of the Client/s and give effect to them in his/her written recommendations;
3. explain product features, restrictions, exclusions, **terms and conditions** to the best of his/her ability;
4. offer expertise and advice to enable the Client/s to **make informed decisions**;
5. **notify the Short-term Insurer** of this appointment in order to adjust their records accordingly;
6. render **ongoing intermediary service** to the Client in terms of the Clients' Short-term Insurance needs and action and complete any instructions by the Client speedily and effectively;
7. assist the Client in order to ensure effective and successful submission and **settlement of claims** according to the terms of the insurance contract;
8. provide ongoing advice and assistance, whether by phone, internet, appointment or the distribution of policy renewals by the Intermediary, when the annual policy **renewal** is due;
9. **renegotiate** the best possible cover and premium annually during renewal stage, within his/her ability amongst the Short-term Insurance providers where the Intermediary holds contracts;
10. keep an accurate **record of the minutes** of each discussion with the Client – whether telephonic or in the presence of the Client;
11. treat the Clients' information with the utmost **confidentiality** and under no circumstances divulge such information to third parties without permission;
12. ensure that under no circumstances the Client is induced to **waive any right** that he/she may have in terms of any law;
13. notify the client in writing should he/she wish to **terminate** this agreement.

C. THE CLIENT AGREES TO THE FOLLOWING:

The Client agrees to:

1. offer his/her full cooperation by acknowledging that he/she is **ultimately responsible** to make informed decisions regarding his/her Short-term Insurance Cover;
2. **disclose all information** that is factually true, accurate, material in terms the nature of the contract and comprehensive;
3. **endorse the minutes** kept of each contact by the Intermediary should he/she be satisfied that such minutes are an accurate account of the discussion held;
4. instruct the Intermediary in writing when the Client wishes to effect any **changes or additions** to the insured items and/or categories in terms of his/her Short-term Insurance schedule;
5. honor its obligation to **study the policy schedule, policy wording and accompanying documentation** as soon as received and to ensure that all uncertainties are clarified by the advisor and that **any faulty information or errors are reported and rectified**. The FSP will assume that the information is correct, should the client not provide any **feedback** in this regard within 30 days of receipt of the documents;
6. notify the Intermediary of any **change of contact details** or banking details in writing;
7. ensure that **premiums** and applicable **fees** are paid timeously;
8. **study the information, newsletters and notices** that is distributed by the Intermediary/ Financial Services Provider and Short-term Insurer to ensure that he/she obtains a reasonable understanding thereof as well as an awareness of any deadlines stated therein;
9. respond timeously to the request for **cooperation** when the annual review is due in order to execute any recommended adjustments and/or changes;
10. notify the Intermediary in writing should he/she wish to **terminate** this agreement.

D. INTERMEDIARY APPOINTMENT PRIOR TO REVIEW OF POLICY:

In the event that the appointment of the Intermediary takes place before he/she has conducted a review of the Client's Short-term Insurance portfolio, the following interim stipulations will be in force:

- The Client cannot hold the Intermediary liable for any repudiation or loss suffered as a result of possible bad advice by prior intermediation;
- The Intermediary will ensure that a comprehensive review is conducted within a number of days not exceeding 90 days of the appointment of the Intermediary;

E. TERMINATION OF AGREEMENT & IMPLICATIONS:

1. Any party desiring to terminate this agreement may do so by 30 days' written notice to the other party.
2. The Financial Services Provider and the Adviser are from such date no longer responsible to provide the Client with any services or annual reports/statements regarding the products/transactions concluded giving effect to this agreement.

F. REMUNERATION:

The Intermediary/Financial Services Provider is remunerated directly by the Short-term Insurer by way of recurring commission. Any other fees are disclosed in the Record of Advice.

G. DECLARATION BY THE ADVISOR:

I, the Intermediary, declare to abide by the terms and conditions of this agreement. I further declare that I will act with due care, diligence and skill as can be reasonably expected.

H. DECLARATION BY THE CLIENT:

I, The Client, declare that I understand and acknowledge my commitment to the terms and conditions of this agreement. I further declare that I am duly authorized to appoint the Intermediary to act as agent on my behalf for the purposes of intermediary services and advice regarding my Short-term Insurance requirements.

Signed at _____ on this _____ day of _____ 20 _____

Signature (Insured) _____ Signature (Representative) _____

POPIA

Protection of Personal Information Act "POPIA" deals with your constitutional right to privacy and the right to access of information which was signed into law by the President on 1 July 2020 to be effective by 1 July 2021

1. **PURPOSE OF COLLECTING PERSONAL INFORMATION**

Your personal information will be processed for the following reasons in order to perform our mandate as your broker and as a financial intermediary including:

- Assisting you to enter into an insurance agreements with insurers :
- Providing you with financial advice, quotes on financial products and financial services;
- To verify your identity and to conduct credit reference searches;
- To issue, administer and manage your insurance policies;
- To obtain insurance quotations from various insurers;
- To deal with premiums;
- To process insurance claims and to take recovery action;
- To notify you of new products or developments that may be of interest to you;
- To confirm, verify and update your details;
- To carry out any instructions that pertain to your insurance policy and requests and requirements;
- To comply with any legal and regulatory obligations.

2. **PROCESSING OF PERSONAL INFORMATION**

The act of processing information includes any activity or any set of operations, whether or not by automatic means, concerning personal information and includes: the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as any restriction, degradation, erasure or destruction of information.

The following Personal Information may be processed by your broker for the purpose set out above, are:

full names and surname; identity and or Passport number; Home and or business address; Proof of Income such as your payslip; Bank Statements; marital status; contact details; banking details; assets; race; gender; liabilities, occupation; birth date; gender; title; insurance history; claims history; company name and company registration number; where the policyholder and or data subject is a company; main place of business and contact details where the policyholder or data subject is a company including liabilities, assets, information on how the business trades or their main trade of business; name, surname, address, and identity number of directors and/or members.

The above personal information will be supplied by you or by third parties for the purposes stated above.

The personal information may also be accessed through third parties such as Companies and Intellectual Property Commission portal, credit bureaus, and other insurance companies. The supply of the above information is required for you to be able to enter into and maintain insurance agreements with the Insurer.

3. **RECIPIENTS OF PERSONAL INFORMATION:**

The following persons may be recipients of the personal information that is being processed (the list is not intended to be complete):

- a) Our staff members;
- b) Insurance and reinsurance companies;
- c) 3rd party compliance officer / consultant;
- d) Industry bodies;
- e) regulatory bodies;
- f) state institutions;
- g) Service providers such as specialist investigators and loss adjusters;
- h) Premium collection agencies;
- i) Insurance operating systems operators

The recipients and third parties are also required to take precautions to treat your personal information confidentially and with the required security measures and protocols. Your personal information may be hosted on servers and processed by recipients and third parties, which may be located outside of South Africa

4. **RIGHT TO ACCESS PERSONAL INFORMATION**

You can request access to the personal information that Sapcor holds about you and if you think that we have incorrect or outdated information, please request us to update or correct it. Please contact our Information officer.

5. **RIGHT TO RECTIFY PERSONAL INFORMATION**

You have the right to request that your personal information must be corrected or deleted where the Sapcor is no longer authorised to retain the personal information.

6. **RIGHT TO OBJECT TO THE PROCESSING OF PERSONAL INFORMATION**

If on reasonable grounds you object to the processing of your personal information. We will give due consideration to the request and the requirements of POPIA. We may cease to use or disclose your personal information and may, subject to any statutory and contractual information retention rights or requirements, also destroy the personal information no longer lawfully required.

7. **SECURITY PROTOCOLS**

All personal information collected will be stored and maintained on secure servers with only authorised persons allowed to view the personal information for purposes of maintaining and processing your policy, claims or complaints you may have. Sapcor will take appropriate, reasonable technical and organisational measures to avoid loss of or unlawful access to personal information.

8. **COMPLAINTS**

Should you have any complaints, please email the Insurer at complaints@neverrest.co.za or if not satisfied the Information Regulator at complaints.IR@justice.gov.za where we are unable to resolve your complaint to your satisfaction you have the right to complaint to the Information Regulator:

The Information Regulator:

Physical Address: SALU Building, 316 Thabo Sehume Street, Pretoria

Email: inforreg@justice.gov.za

Website: <http://www.justice.gov.za/inforeg/index.html>