

LegalWise Statutory Disclosure Notice to Short-Term Insurance Policyholders

Required in terms of the Financial Advisory and Intermediary Services Act, 37 of 2002 (FAIS Act).

Important - Please carefully read this Statutory Disclosure Notice which has been issued for information purposes only. For complete terms and conditions please refer to the LegalWise Membership Agreement, contained in Your welcome pack or refer to Our website at www.legalwise.co.za

As a short-term insurance policyholder, or prospective policyholder, You have the right to the following information:

July 2024. Copyright © LegalWise 2024. All rights reserved.



LegalWise South Africa (RF) (Pty) Ltd (Reg. No 1999/003661/07) is an Authorised Financial Services Provider (FSP 50292). The LegalWise Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06), a licensed insurer conducting non-life insurance business and a licensed controlling company, and Authorised Financial Services Provider (FSP 17008).

1. About the Insurer:

a) Full business name, full trade name, registration number, physical address, postal address, telephone number and compliance function:

The LegalWise Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA) (Reg. No 1984/010574/06), a licensed insurer conducting non-life insurance business and a licensed controlling company, and Authorised Financial Services Provider (FSP 17008). Physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek, Roodepoort, Gauteng 1709. Postal Address: P.O. Box 6144, Weltevreden Park 1715. Tel: 011 670 4500.

The FAIS Compliance Officer deals with issues relating to compliance with the FAIS Act.

Contact details: Physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek, Roodepoort, Gauteng 1709. Postal Address: P.O. Box 6144, Weltevreden Park 1715. Tel: 011 534 8701. Email: faiscomplaints@leza.co.za

You will be informed of any material changes to the information above.

b) Type of Policy:

The LegalWise Membership Agreement is a Category 1 short-term personal lines legal expenses insurance policy.

c) How to institute a claim:

Details on how to institute a claim and Your responsibilities are set out in the LegalWise Membership Agreement which can be viewed on our website at www.legalwise.co.za.

d) Complaints resolution procedure:

We strive to treat our Members fairly. If You feel that You have not been treated fairly or should You wish to lodge a complaint regarding the service rendered to You, the following steps may be followed:

Step 1: Contact the LegalWise Customer Care Department on 0861 555 321 or You can email customercare@legalwise.co.za

It is important to provide enough details on your complaint and who You dealt with for Us to investigate and assist You as quickly as possible. A copy of all relevant documentation should accompany Your complaint.

Please refer to Section 14 of the LegalWise Membership Agreement if Your complaint relates to a rejection by Us of a claim.

Step 2: Contact the Insurer - Legal Expenses Insurance Southern Africa Limited (LEZA) and direct Your query to the Head – Member Experience Management: Tel: 0861 555 321.

Step 3: If Your complaint is not resolved to Your satisfaction, You may proceed to lodge a complaint with the FAIS Ombudsman or the National Financial Ombud Scheme (NFO), whichever is applicable.

The FAIS Ombudsman is an independent and impartial dispute resolution tribunal which investigates, considers and disposes of complaints by consumers against Financial Services Providers. Contact details in this regard can be found under point (e) below.

The National Financial Ombud Scheme (NFO) provides consumers with a free dispute resolution mechanism. It mediates between subscribing members, such as the Insurer, and Policyholders regarding insurance contracts and is available to advise You in the event of claim problems which are not satisfactorily resolved by the Insurer. The procedure for lodging a complaint can be found on the website of the National Financial Ombud Scheme (NFO) (<https://nfosa.co.za/how-to-complain/>) (refer to point (e) below for contact details).

e) External complaints procedure:

If You feel that your complaint has not been resolved to your satisfaction by the Customer Care Department or the Insurer (Step 2 above) You can lodge a complaint in writing to:

> The Financial Sector Conduct Authority at: FSCA, P O Box 35655, Menlo Park, 0102. Tel: 012 428 8000 Fax: 012 346 6941, Toll Free: 082 020 3722.

Email: info@fscsa.co.za Website: www.info@fscsa.co.za

> National Financial Ombud Scheme (NFO) at: JHB Physical Address: 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198, CPT Physical Address: Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7708. Tel: 0860-800-900. Email address: info@nfosa.co.za Website: www.nfosa.co.za

> The FAIS Ombud at: P.O. Box 74571, Lynnwood Ridge, 0040, Tel: 012 470 9080, Fax: 012 348 3447. Email: info@faisombud.co.za Website: www.faisombud.co.za

> Insurance fraud reporting: SAICB's toll free insurance fraud line: 0860 002 526 or alternatively SMS to 32269 and email insurance@fraudline.co.za

f) Professional Indemnity Insurance:

Legal Expenses Insurance Southern Africa Limited (LEZA) has professional indemnity cover in place.

2. About the non-mandated intermediary

a) Full business name, full trade name, registration number, physical address, postal address, telephone number and compliance function:

LegalWise South Africa (RF) (Pty) Limited (Registration number 1999/003661/07), is an Authorised Financial Services Provider (FSP licence number 50292). Physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek, Roodepoort, Gauteng 1709. Postal Address: P.O. Box 6144, Weltevreden Park 1715. Tel: 011 670 4500.

The FAIS Compliance Officer deals with issues relating to compliance with the FAIS Act.

Contact details: Physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek, Roodepoort, Gauteng 1709. Postal Address: P.O. Box 6144, Weltevreden Park 1715. Tel: 011 534 8701. Email: faiscomplaints@leza.co.za

b) Legal status and any interest in the Insurer:

LegalWise acts as an authorised non-mandated intermediary for the LEZA and does not hold any interest in LEZA.

c) Professional Indemnity Insurance:

LegalWise has professional indemnity cover in place.

d) Fees payable and shareholding:

No shareholding in LEZA. LegalWise, as intermediary, received more than 30% remuneration, including binder, outsourcing fees and intermediary commission during the preceding 12-month period from LEZA. LegalWise receives a maximum fee of 55% of the gross written premium. A maximum fee of 20% of the gross written premium is paid out in commissions for intermediary fees.

e) Conflict of Interest Policy:

In line with the requirements of the FAIS Act, LegalWise has adopted a policy to avoid and mitigate any potential conflicts of interest. This policy can be viewed on our website at www.legalwise.co.za

f) Independent Contractors:

Please note that the Independent Contractor is not authorised to give financial or legal advice, or perform an affordability assessment, or compare any LegalWise products or other Insurer products in order to recommend the most suitable product, or substitute an existing product.

Note further that the Independent Contractor is only authorised to introduce and provide factual information about the products.

3. Other matters of importance

a) LEZA and LegalWise and its employees and Independent Contractors are committed to protecting Your privacy. By signing the application form, You consent to Your information being collected by LegalWise in order to gain access to Our products and services. Your information will be used properly, lawfully, securely and transparently for the purpose for which it is intended, namely, the administration and further maintenance of Your insurance product/s. LEZA and LegalWise has implemented appropriate technical and organisational information security measures to help keep your information secure, accurate and current. You are also consenting that LEZA and LegalWise may use Your information to contact You regarding changes or updates about Your insurance product/s and that LegalWise may use Your information in improving our product offering. If You do not want to receive any future product or service offerings from LegalWise, then inform Us by contacting Member Administration on 0861 555 654.

b) LegalWise will within 31 days of You joining, send you written confirmation of terms and conditions in Your welcome pack - which consists of Your Membership card, Schedule of Insurance and Your Membership Agreement. Kindly ensure that all Your contact details are accurate at all times as this may affect the delivery of Your welcome pack. Please contact Member Administration on 0861 555 654 if You have not received Your pack.

c) You remain responsible for the accuracy and completeness of all answers / information provided by You.

d) You are requested not to sign any blank or partially completed documents. All documents must be completed in ink. Should the application be completed by way of electronic application form, You are requested to ensure that all sections of the application have been completed in full and that You sign and confirm Your signature.

e) All cancellations must be in writing or telephonically.

> If You pay by cash you can simply stop paying the premium or ask your bank or employer to cancel Your debit or stop order deduction.

> You may also cancel this Membership by providing the Insurer with Your request for cancellation in writing.

> LEZA can cancel Your Membership without notice to You, if they do not receive a premium by 24:00 hours on the last day of the month in which it is due (31 days grace period).

> If LEZA does not cancel, You agree that they may collect the number of unpaid premiums shown in Your Schedule of Insurance, and any increases that may have occurred subsequent to Your Schedule of Insurance having been issued:

- If they collect unpaid premiums, You will be treated as if you paid all your premiums on due date.

- If they failed to collect unpaid premiums, your Membership will be cancelled with effect from the 1st of the month that the premium was not collected.

- If the Insurer has cancelled as above and collects or receives a premium at any time after that, it amounts to entering into a new agreement.

f) The premium payable depends on the Membership option You have chosen. Premiums are payable monthly. Premium increases will be communicated to You in advance. It is very important to pay Your premium monthly to ensure that Your Membership stays in-force. For more information, refer to Your welcome pack.

g) Note that no person or provider may request or induce You in any manner to waive any right or benefit conferred on You in terms of any provisions contained in the FAIS General Code of Conduct and the Short-term insurance Policyholder Protection Rules.

h) You are entitled to a full copy of the LegalWise Membership Agreement within 31 days of LegalWise issuing the Membership.

i) LEZA will not cancel Your Membership without first giving you 31 days written notice of its intention. Any variations to Your existing LegalWise Membership Agreement will be communicated to You in writing. Should LEZA cancel Your Membership on 31 days' notice to You, for any other reason at Our discretion and if We inadvertently collect or receive a premium after such a cancellation, it does not amount to entering into a new Agreement and We will refund that premium.

j) You have 3 months from the date of first issue of the Membership to peruse the Membership terms and conditions. Should You feel that the Membership is not suitable for Your needs, you may cancel and request a refund in writing within 30 days of the expiry of the 3 months. If You cancel your Membership during the Waiting Period and request a refund in writing, We will refund the premiums You have paid only if You have not received any assistance under this Membership Agreement.