



The Liability Company.

LIABILITY MATTERS

An Authorised Financial Service Provider – FSP 50828

Disclosure Notice to Short-Term Insurance Policyholders

(This notice does not form part of the insurance contract or any other document)

Particulars of Underwriting Manager

Business Name	The Liability Company (Pty) Limited
FSP Number	50828
Physical Address	35 Oxford Office Park, 3 Bauhinia Street, Highveld Techno Park, Centurion, Pretoria, Gauteng
Postal Address	PO Box 17541, Lyttelton, Pretoria, 0140
Telephone Number	084-588-8695
E-mail Address	debbie@theliabilitycompany.com
Website	www.theliabilitycompany.com

The Liability Company (Pty) Ltd has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

Compliance Officer

Company Name	Omega Compliance Services (Pty) Limited
Officer	Bryan Thomas
Telephone Number	011-568-5454
E-mail	bryan@omegacs.co.za

Your Insurers

Name	Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
FSP Number	49551

Name	Old Mutual Insure Limited
FSP Number	12

Co-insurance arrangement where Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) holds 40% of the risk and Old Mutual Insure Limited holds 60% of the risk.

Physical Address	Old Mutual Insure, Wanooka Place, St Andrews Road, Johannesburg, 2193
Postal Address	PO Box 1120, Johannesburg, 2000.
Telephone Number	011-374-9111
Email Address	info@ominsure.co.za
Website	www.oldmutual.co.za/insure
Details of the complaint's resolution procedure of your Insurer	
Email Address	complaints@ominsure.co.za
Website	www.ominsure.co.za
Telephone Number	011-374-9111

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Details of the legal compliance department of your Insurer:

Contact details	The Compliance Officer Old Mutual Insure Limited PO Box1120 Johannesburg 2000
Email Address	complaints@ominsure.co.za
Website	www.ominsure.co.za
Telephone Number	011-374-9111

Complaints

If you would like to lodge a complaint with The Liability Company (Pty) Ltd, please write to:
The Liability Company (Pty) Ltd
Complaints Officer/ Responsible Manager
Email: debbie@theliabilitycompany.com
Website: www.theliabilitycompany.com

If any complaint to your insurance broker or Insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud or Short-Term Ombudsman, details appear below.

The FAIS Ombud

Physical Address	Menlyn Central Office Building 125 Dallas Avenue Waterkloof Glen Pretoria 0010
Postal Address	P.O. Box 41, Menlyn Park, 0063
Telephone Number	012 762 500; 086 066 3274
Email Address	info@faisombud.co.za
Website	www.faisombud.co.za

National Financial Ombud Scheme:

Physical Address	110 Oxford Road Houghton Estate Johannesburg 2198 or 6th Floor, Claremont Central Building 6 Vineyard Road Claremont Western Province 7700
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Postal Address	PO Box 32334, Braamfontein, 2017
Telephone Number	0860 726 890/ 011-726-8900
Fax Number	011-726-5501
Email Address	info@osti.co.za
Website	www.osti.co.za

Commission, Binder, and Conflict of Interest Disclosure

The Liability Company may receive a fee (up to a maximum of 11.5%) of your premium for outsourced and binding services rendered by The Liability Company on behalf of Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure) and Old Mutual Insure Limited (“the Insurers”). This fee does not increase the cost of your insurance. Furthermore, regulated commission of 20% is paid to your insurance broker. The amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker / policy fee which will have to be disclosed to you by your broker and agreed by you.

The Liability Company is a mandated intermediary that intermediates insurance transactions on behalf of the Insurers. The Liability Company also shares in the profit of the underwriting arrangement.

Binder Disclosure

The Liability Company (Pty) Limited acts as a mandated intermediary for the Insurers and signed agreements to this effect. In terms of this agreement, The Liability Company may, on behalf of the Insurers:

1. enter into, vary and renew policies;
2. determine premiums;
3. determine policy benefits;
4. settle all valid Claims;
5. reject Claims;
6. cancel policies.

Other Key Conflict of Interest Disclosures

Does The Liability Company have a shareholding in any Insurer?	No
Does The Liability Company have a relationship with any Insurer that provides a financial interest other than ownership?	Yes
Does The Liability Company have a relationship with any broker that provides an ownership or financial interest?	No
Does The Liability Company have a relationship with any distribution channel that provides an ownership, financial interest or support service?	No
Does The Liability Company have a relationship with any other person that provides a financial interest or ownership?	Yes

Any combination of these relationships and/or ownership or financial interest may present a potential conflict of interest and as such we need to ensure that you are aware of these.

Disclosure of Premiums and Fees

All premium obligations and fees are disclosed in your policy schedule.

Manner of Payment of Premium, Due date, and Consequence of Non-Payment

Payment in one annual instalment:

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1. In the event that you pay the annual premium in one instalment, it shall be payable in advance to Insurers.
2. In the event of Insurers not receiving such payment, this insurance shall continue in force for a period of 30 (Thirty) days (Grace Period) to allow for payment. In the event that payment is not received within this period, this insurance shall be deemed to have been cancelled from inception.
3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.
4. In the event of any notification of any claim or notification of circumstances during the period of insurance that may lead to a claim when premium remains unpaid after the grace period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become your responsibility. Should payments have been made by Insurers on any claims then such payments may be reclaimed from you.
5. Subject otherwise to the terms, exclusions, conditions and limitations of the policy.
6. For direct annual premium payment (please confirm with your broker whether you are to make payments directly to The Liability Company (Pty) Ltd).

Account Name: Old Mutual Alternative Risk Transfer Insure Limited: Liability Matters
Branch Name and No: RMB Corporate Banking Johannesburg, 255 005
Account Number: 62813091874

This bank account is 100% owned by Old Mutual Alternative Risk Transfer Insure Limited.

Payment in monthly instalments:

In consideration of the Insurers having agreed, at your request, to allow you to pay the annual premium by monthly instalment on debit order, you accept and agree the following;

1. The monthly instalment shall be payable in advance to Insurers on the first day of each month or as otherwise agreed. There is no grace period applicable to the first instalment.
2. In the event of the Insurers not receiving the instalment, this insurance shall continue in force until the date of the next monthly debit order collection (Grace Period) to allow for payment of the missed instalment. The Insurers will present your debit again and collect it with the debit order for the following month. If both premiums are collected this insurance shall remain in force. In the event that both debit orders cannot be collected this insurance shall be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.
3. Reinstatement of this insurance shall be at the sole discretion of the Insurers.
4. In the event of any notification of any claim or notification of circumstances during the period of insurance that may lead to a claim when an unpaid monthly instalment remains unpaid after the grace period, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will then become your responsibility. Should payments have been made by Insurers on any claims then such payments may be reclaimed from you.
5. Subject otherwise to the terms, exclusions, conditions and limitations of the policy.

Other Matters of Importance

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or Insurer is not resolved to your satisfaction, you must submit a complaint to the Short-Term Insurance Ombudsman or FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a Claim and the failure thereof may not be the sole reason for repudiating the Claims.

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5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must, on your request, be supplied with a copy or written or printed record of any Transaction requirement within reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note of what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an Insurer on any Claims arising from your contract of insurance.

The Insurance Contract

The policy is a legal contract between you, the Insurers and us. The Policy Wording and Schedule make one document and must be read together. Please keep them in a safe place.

The contract is based on the information you provided when you applied for this insurance.

Our part of the contract is that we will provide the cover set out in this Policy Wording for:

- those Sections which are shown on the policy Schedule;
- the insurance period set out on the policy Schedule.

Your part of the contract is that you must:

- pay the premium as shown on the policy Schedule;
- comply with all of the conditions set out in the policy.

There are conditions of the insurance contract that you will need to meet as your part of this contract. The conditions are found in your policy wording and set out the changes in circumstance that could affect your cover and when we would cancel your policy. Please take the opportunity to read the Policy Conditions.

How to Claim

Notify your insurance broker immediately you become aware of a situation or circumstance that may give rise to a Claim under your policy. They will advise us and we in turn will communicate the procedure to follow through your insurance broker.

Claims conditions require you to provide us with any reasonable assistance and evidence that may be required concerning the cause and value of any Claim. Ideally, as part of the initial notification, we will need to know:

- Your Company's name, address and telephone numbers
- Personal details of the contact person in the Company
- Policy number
- The date of the incident
- The cause of the Loss, injury or damage
- Details of the Loss, injury or damage together with Claim value if known
- Police details where applicable
- Names and address of any other parties involved or responsible for the incident (including details of injuries) and addresses and contact details of any witnesses.

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This information will enable us to make an initial evaluation on the policy liability and Claim value. We may, however, request additional information depending on circumstances which may include the following:

- Location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item or items you are claiming for is beyond repair.
- For injuries, written confirmation from a doctor or other medical professional about any medical conditions that are relevant to this policy.

You must not settle, reject, negotiate or offer to pay any Claim you have made or intend to make under this policy without our written consent. We have the right, if we choose, in your name to:

- take over the defence or settlement of any Claim,
- start legal action to get compensation from anyone else,
- start legal action to get back from anyone else any payments that have already been made.

You must provide us with all assistance and any information we may require about any Claim. You must help us take legal action against anyone or to help us defend any legal action if we ask you to.

Sometimes we may wish to meet with you to discuss the circumstances of the Claim, to inspect the damage, or undertake further investigation.

How we Settle Claims

Deductible:

Where you must pay a Deductible, this will be taken off the amount of your Claim.

How we use your information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

You are giving your information to The Liability Company (Pty) Limited. In this information statement, “we”, “us” and “our” refers to the Insurers and The Liability Company (Pty) Limited unless otherwise stated.

Your information comprises all the details we hold about you and your transactions and may include information obtained by third parties.

If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Mutual and Federal Risk Financing Limited and Old Mutual Insure Limited group to help us and them to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customer’s requirements;
- develop and test products and services.

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We do not disclose your information to anyone outside the Group except:

- where we have your permission; or
- where we are required or permitted to do so by law; or
- to credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Insurers and The Liability Company (Pty) Limited will ensure it is kept securely and used only for the purposes for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change, we shall inform you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Protection of Personal Information Act (such as information about health and criminal convictions). We will not use such sensitive personal data about you or others except for a specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We, and other organisations, may also access and use this information to prevent fraud and money laundering, for example when:

- checking details on applications for credit or credit-related or other facilities;
- recovering debt;
- checking details on proposals and Claims for all types of insurance;
- checking details of job applicants and employees.

We, and other organisations, may also access and use from other countries the information recorded by fraud prevention agencies.

Claims history

Insurers pass information to each other from time to time. Under the conditions of your policy, you must tell us about any incident which may or may not give rise to a Claim. When you tell us about an incident, we reserve the right to pass information relating to it to another Insurer or Insurers.

Your Rights

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We will take all reasonable steps to confirm your identity when you exercise your rights.

Access to information - You have the right to request a copy of the personal information we hold about you. To review your personal information please visit our website **Error! Hyperlink reference not valid.** or click directly on <https://theliabilitycompany.com/promotion-of-access-to-information/> Please note that any such access request may be subject to a payment of a legally allowable fee.

Objection to processing - In certain cases, you have the right to object to the processing of your personal information. If you want to object, please contact us at debbie@theliabilitycompany.com or PIM@oldmutualinsure.co.za

Correction of your information - You have the right to ask us to update or correct your personal information. You may do this by contacting us at debbie@theliabilitycompany.com

Deletion of your information - You agree that we may keep your personal information until we destroy your information based on Old Mutual's destruction standards. You have the right to ask for deletion or destruction of your personal information – we will do that unless the law requires us to keep it or if we need it for legitimate business purposes. You may do this by contacting us at debbie@theliabilitycompany.com

Automated decision making - You agree that we may process your personal information by using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service and you may query the decision made about you.

Changes to this notice - Please note that we may amend this Notice from time to time. Please check this website periodically to inform yourself of any changes.

How to contact us - If you have questions about this Notice or believe we have not adhered to it, or need further information about our privacy practices, please contact us at debbie@theliabilitycompany.com

Information Regulator:

You have the right to complain to the Information Regulator, whose contact details are:

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

General enquiries: inforeg@justice.gov.za

Complaints: complaints.IR@justice.gov.za

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