



# 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](http://www.legalwise.co.za)

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

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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 Group Scheme Membership Agreement is underwritten by Legal Expenses Insurance Southern Africa Limited (LEZA) (Registration number 1984/010574/06), a licensed Insurer conducting non-life Insurance Business and a licensed Controlling Company and authorised Financial Services Provider (FSP licence number 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 LEZA FAIS Compliance Officer deals with issues relating to compliance with the FAIS Act.

Contact details and physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek Roodepoort, Gauteng, 1709. Tel: 011 534 8701. Email: faiscomplaints@leza.co.za

The Policyholder and Main Member will be informed of any material changes to the information above.

b) Type of Policy:

The LegalWise Group Scheme Membership Agreement is a Category 1 short-term (non-life) personal lines legal expenses insurance policy.

c) How to institute a claim:

Details on how to institute a claim and the Member's responsibilities are set out in the LegalWise Group Scheme Membership Agreement which can be viewed on Our website at [www.legalwise.co.za](http://www.legalwise.co.za)

d) Complaints resolution procedure:

We strive to treat Our Members fairly. If the Policyholder and the Member feels that they have not been treated fairly or should the Policyholder and the Member wish to lodge a complaint regarding the service rendered to them, the following steps may be followed:

**Step 1:** Contact the LegalWise Customer Care Department on 0861 555 321 or You can email [customer@legalwise.co.za](mailto:customer@legalwise.co.za)

It is important to provide enough details regarding the complaint and who the Policyholder and / or the Member dealt with for Us to investigate and assist them as quickly as possible. A copy of all relevant documentation should accompany all complaints.

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

**Step 2:** Contact the Insurer - LEZA and direct the query / complaint to the Head - Member Experience Management: Tel: 0861 555 321.

**Step 3:** If the complaint is not resolved satisfactory, the complainant 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 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 the complainant feels that their complaint has not been resolved to their satisfaction by the Customer Care Department or the Insurer (Step 2 above) they 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](mailto:info@fscsa.co.za) Website: [www.info@fscsa.co.za](http://www.info@fscsa.co.za)

> The 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](mailto:info@nfosa.co.za) Website: [www.nfosa.co.za](http://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](mailto:info@faisombud.co.za) Website: [www.faisombud.co.za](http://www.faisombud.co.za)

> Anonymous whistleblowing reporting: Please refer to the complaints section of the LegalWise website [www.legalwise.co.za](http://www.legalwise.co.za)

f) Professional Indemnity Insurance:

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.

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Contact details: Physical address: Somerset Office Estate, 604 Kudu Street, Allen's Nek Roodepoort, Gauteng, 1709. Tel: 011 534 8701. Email: [faiscomplaints@leza.co.za](mailto:faiscomplaints@leza.co.za)

b) Legal status and any interest in the Insurer:

LegalWise acts as an authorised non-mandated intermediary for 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](http://www.legalwise.co.za)

f) Independent Contractors and Brokers:

Please note that the Independent Contractor or Broker 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 or Broker 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 and Brokers are committed to protecting the Policyholder and Member's privacy. When joining LegalWise and accepting the terms and conditions of the Membership Agreement, the Policyholder and the Member consents to their information being collected by LegalWise in order to gain access to Our products and services. This information will be used properly, lawfully, securely and transparently for the purpose for which it is intended, namely, the administration and further maintenance of the Member's insurance product/s. LEZA and LegalWise has implemented appropriate technical and organisational information security measures to help keep the information secure, accurate and current. This consent includes that LEZA and LegalWise may use the information to contact the Policyholder or the Main Member regarding changes or updates about the insurance product/s and that LegalWise may use their information in improving Our product offering. If the Policyholder and / or the Main Member does not want to receive any future product or service offerings from LegalWise, then they must inform Us by contacting Member Administration on 0861 555 654.

b) LegalWise will within 31 days of joining, send written confirmation of terms and conditions in the Main Member's welcome pack - which consists of a Schedule of Insurance and the Main Member's Membership Agreement. Kindly ensure that all the Main Member's contact details are accurate at all times as this may affect the delivery of the Main Member's welcome pack. Please contact your human resources representative/Broker if the Main Member has not received the pack.

c) The Policyholder and the Member remains responsible for the accuracy and completeness of all answers / information provided by them.

d) The Policyholder and the Member are requested not to sign any blank or partially completed documents. All documents must be completed in full.

e) All cancellations by the Policyholder must be in writing.

> The Policyholder may cancel this Membership by providing the Insurer (LEZA) with its request for cancellation in writing.

> LEZA can cancel the Membership without notice to the Policyholder and the Main Member, if LEZA does 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 do not cancel, the Policyholder agrees that LEZA are due all unpaid premiums calculated with reference to the premium rate as indicated on the Policyholder's Schedule of Insurance and the number of Main Members as communicated by the Policyholder:

- If LEZA receives all unpaid premiums, the Membership will be treated as if the Policyholder paid all the premiums on the due date.

- If LEZA has not received the unpaid premiums, the Membership will be cancelled with effect from the 1st of the month that the premium was not collected.

f) The premium payable depends on the Membership option the Policyholder has chosen and as quoted for by LEZA. Premiums are payable monthly. Premium increases will be communicated to the Policyholder in advance. It is very important that the Policyholder pays premium monthly to ensure that the Membership stays in force. For more information, refer to the LegalWise Group Scheme Membership Agreement and Schedule of Insurance.

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

h) The Policyholder and the Main Member are entitled to a full copy of the LegalWise Group Scheme Membership Agreement within 31 days of LegalWise issuing the Membership.

i) LEZA will not cancel Membership without first giving the Policyholder and the Main Member 31 days' written notice of its intention. Any variations to the existing LegalWise Group Scheme Membership Agreement will be communicated to the Policyholder and the Main Member in writing. Should LEZA cancel the Membership on 31 days' notice to the Policyholder and Main Member, 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) The Policyholder has 1 month from the date of first issue of the Membership to peruse the Membership terms and conditions. Should the Policyholder feel that the Membership is not suitable for their needs, the Policyholder may cancel and request a refund in writing within 31 days of the expiry of the 1st month. If the Policyholder cancels the Membership during the Waiting Period and requests a refund in writing, We will refund the premiums the Policyholder has paid only if the Member has not received any assistance under the Membership Agreement.