# **DISCLOSURE NOTICE**

# Infinite Credit Underwriting Managers (Pty) Ltd Registration Number 2007/018079/07 FSP 46366

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

#### Introduction

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for

- Registration of brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as
  academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty,
  competency, and solvency.
- The disclosure to you as the client of material information regarding:
  - details of the product supplier (Insurer).
  - o details of the FSP.
  - o details of the financial service.
- Your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

#### **Insurers Disclosure**

Name: Infiniti Insurance Limited

Physical Address: Block F, Upper Grayston Office Park, 152 Ann Crescent, Strathavon, Sandton

Postal Address: PO Box 23, Strathavon, 2031

Telephone: 011 718 1200 FAIS License: 35914

Email compliance@infinitiafrica.com

Website <u>www.infinitiafrica.com</u>

#### **FAIS License Information**

Services: Advice and Intermediary Services

Categories: Personal and Commercial – Non-Life Insurance.

FSP Number: 35914

Email address: <a href="mailto:compliance@infinitiafrica.com">compliance@infinitiafrica.com</a>

Complaints: Direct your complaint to the above address or by email to complaints@infinitiafrica.com
Professional Indemnity: Our Professional Indemnity policy is underwritten by Brit, underwritten by Lloyds.

# Infiniti Insurance Limited is a licensed Non-Life Insurer, Company Registration Number: 2005/029823/06 and an authorised Financial Services Provider I FSP No. 35914

## **Compliance Officer Details of the Insurer**

Name: Peet Pieterse

Authorised to outsource their service under licence CO 6897

Telephone: 011 718 1200

Postal Address: PO Box 23, Strathavon, 2031 Email address: compliance@infinitiafrica.com

Your Intermediary: Also referred to as your broker or Financial Service Provider (FSP). The name of your

broker is reflected on your policy schedule.

Legal Status: Your broker is authorised by us in terms of an agency agreement to render advisory and

Intermediary services regarding our financial products in the categories they are licensed

for.

Your broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited

accepts no responsibility for their actions.

Your broker must disclose to you whether they hold professional indemnity insurance or not.

# **Underwriting Manager**

Underwriting on behalf of Infiniti Insurance Limited

Name: Infinite Credit Underwriting Managers Proprietary Limited

Reg No 2007/018079/07

Physical Address: Unit 8, Suite 3, First Floor, Old Trafford Office Park

186 Leith Road, Bartlett, Boksburg, 1459, South Africa

Postal Address: Suite 178 Private Bag X3

Strubens Valley

1735

Telephone: 010 300 6291
Email: info@i-credit.co.za
FAIS License: FSP Number 46366

#### **FAIS License Information**

Services: Advice and Intermediary Services

Categories: Category 1 Personal and Commercial – Non-Life Insurance

FSP Number: 46366

Email address: <a href="mailto:complaints@i-credit.co.za">complaints@i-credit.co.za</a>

Complaints: Direct your complaint to the above address or by email to <a href="mailto:complaints@i-credit.co.za">complaints@i-credit.co.za</a>
Professional Indemnity: Our Professional Indemnity policy is underwritten by Lombard Insurance Limited. The Underwriting Manager does hold a fidelity guarantee and does not collect premium. The Underwriting Managers is not owned by any Insurer and receive 100% of it's total

income from the Insurer.

Written Mandate: This certifies that the Insurer has granted a mandate to the Underwriting Manager to represent the

Insurer to accept business and issue policies on behalf of the Insurer.

Infinite Credit Underwriting Managers only acts on behalf of Infiniti Insurance Limited.

Premium: Your premium is collected by Infiniti Insurance Limited.

# **Compliance Officer Details of Underwriting Manager**

Name: Craig Ormrod

**Associated Compliance** 

Telephone: 011 678 2533 Cell: 082 418 8844

Postal Address: PO Box 9655 Devon Valley 1709 Email address: craig@associatedcompliance.co.za

## **FAIS Ombudsman**

All complaints relating to product advice given or intermediary services performed or not performed, claims and repudiations can be referred to the FAIS Ombud.

Physical Address: 125 Dallas Avenue Menlyn Central, Waterkloof Glen, Pretoria 0010

Postal Address: P O Box 41, Menlyn Park, 0063

Telephone: 012 762 5000 Share call: 086 066 3274

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

## **Customer Contact Division**

Telephone: 0860FAISOM (0860324766) / 012 470 9080

Fax: 012 348 3447

Email address: <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website: <a href="mailto:https://www.faisombud.co.za/">https://www.faisombud.co.za/</a>

## **NFO (National Financial Ombud Scheme)**

Physical Address: 110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198

 Telephone:
 086 080 0900

 WhatsApp:
 066 473 0157

 Email:
 info@nfosa.co.za

 Website:
 https://nfosa.co.za/

# **Financial Services Conduct Authority (FSCA)**

Physical Address: 41 Matroosberg Road, Ashlea Gardens Pretoria, 0010.

Postal Address: PO Box 35655 Menlo Park 0102

 Telephone:
 012 428 8000

 Toll Free
 0800110443

 Website:
 www.fsca.co.za

## **Your Policy**

Type of Policy: Personal / Commercial Lines – Non-Life Insurance

Premium: Premium is the amount you pay us for the cover under the policy. The premium payable and

frequency is reflected on your policy schedule or endorsement issued by the Underwriting

Manager.

The premium is payable before inception or renewal of the policy, subject to a 15-day period of grace.

Non-payment of the premium will result in contractual lapsing of the policy. Please ensure that your Broker

has explained the consequences of non-payment of premium to you.

Fees: Any fees payable by you to the Broker are separately disclosed on your policy schedule. Broker

Fees are separately disclosed on the policy.

Any binder fee payable to the Underwriting Manager (UMA) by the Insurer is separately disclosed on your policy schedule where applicable. The binder fee is paid by the Insurer to

the UMA for fulfilling binder functions on the Insurer's behalf.

Any additional fee charged by the intermediary (Broker) for additional services must be

specified and agreed to by the policyholder.

Commission: Any commission payable to the Broker by us is separately disclosed on your policy schedule

and may not exceed the maximum stated in the regulations for the specific class of business.

Conflict of Interests: Our conflict of interest's policy and procedure is available on our website.

## **Complaints Resolution Procedure**

## Summary

The objective of the complaint's procedure is to ensure that policyholders are treated fairly. In certain instance you the policy holder may approach the Ombudsman for Short Terms Insurance, where the complaint constitutes a monetary claim up to R800 000, without incurring legal expenses. The steps need to be followed by you that enable you to approach the Ombudsman for Short Terms Insurance (OSTI) and or FAIS Ombud or the Financial Services Sector Conduct Authority (FSCA) for a determination on a complaint are set out below.

# What is a complaint?

A complaint can only arise if:

- Infinite Credit Underwriting Managers (Pty)Ltd and its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- e or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- · we treated you unfairly.

# How do you lodge a complaint?

Inform Infinite Credit Underwriting Managers (Pty) Ltd in writing that you have a complaint and if possible complete our client complaint form.

# What happens after this?

- We have 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within 6 weeks.

## What other rights do you have?

If after 6 weeks, we have not resolved the complaint, or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 months of the resolution by Infinite Credit Underwriting Managers (Pty) Ltd. You must complete a complaints registration form that you can download from the FAIS Ombud website.

A FULL COPY OF THE COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES

## **Complaints**

If you would like to lodge a complaint regarding your Insurer or your Intermediary, please contact Infiniti Insurance Limited on 011 718 1200 or write to <a href="mailto:compliance@infinitiafrica.com">compliance@infinitiafrica.com</a>

The Protection of Personal Information Act ("POPIA") is effective 1 July 2021. POPIA regulates how we use, store, and destroy personal information and special personal information of individuals and juristic persons.

Please visit our website <u>www.i-credit.co.za</u> for more information around how we utilise, store, and destroy your personal information.

# Other matters of importance

- (a) You must be informed of any material changes to the information provided above
- (b) If the information above was given to you verbally, it must be confirmed to you in writing within 30 days.
- (c) If any compliant to the Intermediary or Insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman.
- (d) Polygraph or any lie detector test is not obligatory in the event of a claim and failure thereof may not be the sole reason for rejecting the claim.
- (e) The Insurer and not the Intermediary must give reasons for rejecting your 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. The Insurer must inform you at least 31 days before the cancellation of the policy.
- (g) You are entitled to a copy of the policy free of charge.
- (h) If premium is paid by debit order it may only be in favour of one person and may not be transferred without your approval; and the Insurer must inform you at least 3 days before cancellation thereof, in writing, of its intention to cancel such debit order.

# Warning

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents handed to you.
- (d) Make note of what is said to you.
- (e) Don't be pressurised to buy the products.
- (f) Incorrect or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

# **Sharing of Insurance Information**

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders.

The sharing of information includes but is not limited to information sharing via the Information Data Sharing System operated TransUnion ITC on behalf of the SAIA. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent.

You also give consent to the sharing of information regarding to the previous insurance policies and claims that you have had. You also acknowledge that information provided by yourself, or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing your insurance, you hereby not only consent to such information sharing but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided, or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included and made available to the other insurers participating in the Information Data Sharing System.

## Waiver of Rights

Section 21 of the Code of Conduct provides that no provider may request or induce in any manner a client to waive any rights or benefit conferred on the client by any provisions of this code, or recognise, accept, or act on any such waiver by the client and any such waiver is null and void.

## Fraud and Complaints Services

## Fraud & Irregularity Reporting:

Confidential reporting by employees, intermediaries or policyholders of concerns, shortcomings, or potential non-compliance in respect of the insurer's policies, legal or regulatory obligations, or ethical considerations. Any suspicious or irregular activity can be reported to irregularityreporting@infinitiafrica.com.

## **Conflict of Interest Disclosure**

We have considered the conflict-of-interest provision in terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflict of interest, either ownership interest, financial, third-party relationships, associates, or distribution channels as defined. We adopt a value base approach where the spirit of the legislation is embraced. This is reviewed at least once a year in consultation with an external independent compliance practitioner and reported to the FSCA. A conflict-of-interest management policy is available to the clients upon request.

# **Treating Customers Fairly (TCF)**

Treating Customer Fairly (TCF) is a regulatory initiative which requires companies to consider how they treat their clients through all stages of the relationship and product life cycle. This has encouraged us to align our company culture and to reinforce the customer-centred services deliverable on which we base all our operations. Our approach has always been client-focussed, however, to always embrace TCF, we place good market conduct principles at the centre of our interactions with intermediaries and policyholders in meeting the needs of all stakeholders and bringing customer service to the forefront of our operations. We have implemented a TCF framework according to the guidelines provided by the Financial Sector Conduct Authority and contained in the Policyholder Protection Rules to ensure that we consistently deliver fair outcomes to our clients and enhance the services quality to clients.