

POLICY DOCUMENT

Classic Family Cover

1) INTRODUCTION

The Lawyer's Voice is an intermediary licensed by the Financial Services Board (FSB) as a Financial Services Provider in terms of Section 8 of the Financial Advisory and Intermediary Services Act 2002.

We commit to continuously provide our policyholders with excellent personalized client services. This we will do by offering unique products tailor made to address our policyholders' unique needs.

The Insurer agrees to pay the benefits in accordance with all provisions provided by this legal fees and expenses Policy. This Policy is issued in consideration of the application made by the Policyholder and continued payment of monthly premiums by the Policyholder. The information provided by the policyholder in his/her Application Form serves as an integral part of this policy document.

This is your Legal Costs and Expenses Policy. It is the evidence of the contract you have with us. In return for payment of a premium, we insure you during the period of Insurance as set out in this policy document

This Policy document and the application form you completed when taking up the policy with us are all part of your Policy and should be read together to avoid misunderstanding. They contain details of your cover.

2) DECLARATION

This is to certify that **Guardrisk Insurance Company (Pty) Ltd** hereby agrees to the extent and in the manner herein provided to indemnify the Insured Person against legal fees and expenses subject to the terms, limits to the terms, limits of indemnity, exclusions and conditions following the Defined Events which occur within the territorial limits and during the period of Insurance.

3) DEFINITIONS

- **INSURER** -means **Guardrisk Insurance Company (Pty) Ltd**.
- **SERVICE PROVIDER** – means The Lawyer's Voice (Pty) Ltd.
- **POLICY HOLDER/ INSURED** - means the person to whom this policy is issued provided that he/she resides within the territorial limits.
- **INSURED PERSON** – means **Policy Holder, Insured, Child (ren), Spouse, and nominated person(s) cohabitating with the policy Holder/ Insured.**
- **YOU/YOUR/YOURS** – means the person named as a policyholder in this document.
- **POLICYHOLDER'S CHILD** – means his/her biological child or legally adopted child up to the age of 21 years. Children above 21 years old are covered up to the age of 25 years if they are at school or institution registered with the relevant Department of Education. If the policyholder's child is married such child is excluded from the policyholder's policy regardless of such child's age. The Policyholder's child is covered up to the age of 25 years. The child's school must be registered with relevant department of education.
- **POLICYHOLDER'S FAMILY** – means his/her immediate family, comprised of one lawfully married spouse

and children as defined in this policy document.

- **POLICY** – means the documents consisting of this Legal Expenses Policy Document, our application form, and any endorsements.
- **LAWYER** - means a professional in the private practice who has been admitted by the High Court of South Africa and the Law society of South Africa to practice as an Attorney, Notary, Conveyancer, or Advocate and is appointed by us to represent you in terms of this policy document.
- **INCEPTION DATE** - means the date on which we started to receive the required monthly premiums. This could either be the date of the first cash/ stop order payment or the date of the first deduction.
- **GRACE PERIOD** - means the 30 days following a premium due date.
- **LEGAL COSTS AND EXPENSES** – mean legal costs and fees reasonably and justifiably incurred and which are in line with our fixed tariffs on the standard basis and agreed in advance by us. Such cost and expenses shall include consultation fees, legal advice fees and lawyers' fees.
- **REASONABLE PROSPECTS OF SUCCESS** – means in civil, labour, and alleged criminal claims, where the policyholder has reasonable chance of successfully pursuing or defending the covered event. If the policyholder is seeking damages or compensation, there must also be a reasonable chance of enforcing any judgment that might be obtained. In all claims involving an appeal, where the policyholder has a reasonable chance of being successful. Our appointed Lawyer has a final say in determining such chances of success.
- **TERRITORIAL LIMIT** – means South Africa only.
- **PERIOD OF INSURANCE** – From Inception Date of the Policy and the date the first premium has been received and monthly thereafter.
- **WAITING PERIOD** – 3 (three) months from date of inception of Policy in respect of all matters requiring representation in court. All other consultations have no waiting period.
- **PROPERTY LAW CASES**
Property law in itself deals with protection of real rights (i.e. protection of ownership) and personal rights(i.e. landlord –tenant rights).Property law cases therefore entail but is not limited to protection of ownership over property, sub-lease agreements, and disputes over servitudes.
- **CRIMINAL LAW CASES**
The Lawyer's Voice appoints legal representation where a Policyholder is alleged to have committed a crime. Criminal law cases include, but is not limited to, murder, assault, theft, sexual offences, stock theft.
- **CIVIL LAW CASES**
Civil law cases arise where an individual believes his/her rights have been infringed or violated in some way by another person. These can involve disputes over property, dispute resulting from injury to person or his property, breach of contract, and defamation.
- **DRAFTING OF WILLS LAW CASES**
Wills are legal declaration by which the owner of property names a person or persons to whom he/she bequeaths his/her property.
- **LABOUR LAW CASES**
Labour is a field of law which regulates the relationship between an employer and employee. This field of law deals with cases related to unfair dismissal, discrimination and retrenchments at the workplace.
- **CONTRACTS LAW CASES**
Law of contracts deals with all sorts of agreement between persons who have intention to enter into legally binding agreement. Law of contract cases are disputes arising from breach of such contracts (i.e. a breach of a contract of sale).
- **INSURANCE LAW CASES**
These are cases based on dispute concerning insurance policies, insurance contracts and claims. These cases may arise, for example, from refusal by insurance company to pay insurance claim.

- **CONSTITUTIONAL LAW CASES**

Constitutional law provides for the fundamental human rights, hence constitutional law matters may, for example, relate to the infringement of the basic human rights.

- **DEBT COLLECTION LAW CASES**

These are cases which involves recovery of debts from defaulting debtors. Therefore if money is owed to our policyholder such money may be recovered by issuing summons against the debtor.

- **MOTOR VEHICLE ACCIDENT CASES**

These are cases relating to motor vehicle accidents, that is, clients will be assisted to claim damages flowing from motor vehicle accidents, excluding personal injuries.

- **FAMILY LAW CASES**

Family law regulates relationship within families or domestic relations and matters thereto, for example, includes uncontested divorce, adoption, custody of minor children, access to minor children.

- **DEBT COUNSELLING CASES**

These are cases that deal with the affordability and the payment of debts. Debt Counselling offers protection against legal action from creditors and the long term effect of being placed under administration. The policyholder get 30% discount on debt counselling fees provided we have referred the matter to our listed debt counsellors.

- **PROPERTY TRANSFER CASES**

These cases involve the transfer of ownership of property. The policyholder gets 25% discount on property transfer fees provided that he/she makes use of the services of the attorneys that are listed in our panel of attorneys.

4) LIMIT OF INDEMNITY

Your legal cover under policy is R100 000.00 (One Hundred Thousand) per annum and is not accumulative.

5) INSURED EVENTS- LEGAL EXPENSES COVERED EVENTS

Legal Costs and Expenses incurred by policyholders and their families only, following Property Law Cases, Criminal Law Cases, Drafting Of Wills Law Cases, Labour Law Cases, Contract Law Cases, Insurance Law Cases, Constitutional Law Cases, Debt Collecting Law, Family Law Cases, or Motor Vehicle Accident Cases during the Period of Insurance

7) GENERAL EXCLUSIONS

The policy does not cover claims resulting directly or indirectly from the following:

- 7.1 Case which occurred before Policy inception Date and during the Waiting Period. However policyholder qualifies for legal advice from the inception date.
- 7.2 Drunken driving cases and traffic fines.
- 7.3 Bail Money is not covered by the policy. Where bail has been applied for and granted by the court, Policyholder shall pay his bail money.
- 7.4 Fees payable for newspaper advertisements for summons to be served by way of substituted service.
- 7.5 Children above 21 year of age are not covered. However if the child is still at school he/she is covered up to the age of 25 year and the child's school must be registered with the relevant Ministry of Education.
- 7.6 Cases of general public interest i.e. cases which involve a community or society at large.
- 7.7 Any criminal offence or charge in respect of which a policyholder had been found guilty for a similar

offence within 3 (three) years from the date of the charge in question. These are charges like murder, rape, child molestation, car hijacking and armed robbery.

- 7.8. Any case which resulted from any act which is calculated or directed to overthrow any state or government, and local or tribal authority with force or by means of fear, terrorism or violence.
- 7.9. Cases relating to driving of a motor vehicle where the policyholder did not hold or was disqualified from holding a relevant license to drive.
- 7.10. Any matter capable of resolution through an administration authority/agency without the need of legal representation, however legal advice will be provided to that effect.
- 7.11. An offence for which an admission of guilt fee is payable, i.e. traffic fines, public drinking.
- 7.12. If you are engaged in a legal dispute against us or any of our panel of lawyers appointed by us to assist you.
- 7.13. Any shareholding, directorship, partnership or claims involving your commercial interest.
- 7.14. Any claims made after ninety (90) days from the date of the occurrence of the Insured Event will not be covered.
- 7.15. A policyholder who reports the Insured Event to an attorney's firm or makes use of another policy without first reporting the Insured Event to us shall be deemed to have waived his or her right to claim in respect to a Insured Event.
- 7.16. Matters related to Patents, Copyrights, Trademarks, Intellectual and Artist's property, Computer Software and Country Planning Law.
- 7.17. Property Conveyancing matters are excluded.
- 7.18. If the policyholder wants to use a lawyer from a different region to the one where the covered Insured Event occurred, travelling costs incurred by such a lawyer will not be covered. The policyholder will be personally responsible for such lawyer's travelling costs.

8) USE OF PRIVATE LAWYERS

- 8.1. In the event the Policyholder wants to use the services of his or her private lawyers other than those who are on the panel of The Lawyer's Voice then the Policyholder must first consult with The Lawyer's Voice and furnish reasons for requiring the services of a private lawyer. Note, however, that the use of our panel of lawyers takes first preference to your own chosen lawyers. Our decision is binding and final in this regard should there be a dispute between you and us.
- 8.2. Where The Lawyer's Voice deems it necessary to allow representation by private lawyer, the policyholder will appoint such private lawyer of his/her choice subject to final approval by The Lawyer's Voice. However, the Lawyer's Voice shall not be construed to have given instructions to the private lawyer appointed by the policyholder. The Lawyer's Voice will only provide a guarantee of payment of fees to such private lawyer only to the extent provided in our fixed tariffs.
- 8.3. A policyholder's private lawyer will have to agree with Lawyer's Voice's fixed tariffs and if such lawyer disagrees, The Lawyer's Voice will only pay to the extent of the provided tariffs (Note: the client will pay the difference thereto).
- 8.4. The Lawyer's Voice has the right to refuse to have direct or indirect dealings with any private lawyer appointed by the policyholder.
- 8.5. The Lawyer's Voice will pay only after the completion of the litigation and payment will be given to the lawyer appointed by the policy holder upon presentation of invoice and itemized bill of costs by such lawyer. The insurer shall never pay you directly for your legal fees; such fees shall be paid directly to the appointed firm of lawyers.
- 8.6. The Insurer will only pay if it is satisfied that the matter has been completed or reached finality.

9) PREMIUM PAYMENTS

- 9.1. Policyholder's policy is a monthly policy and you must pay the monthly premium in advance on the chosen date of deduction.
- 9.2. If the company does not receive the premium for the policy on the prescribed date, you will be given a grace period of 30 (thirty) days in which to make payment.
- 9.3. After two consecutive months of your failure to make premium payments, the policy shall be lapsed.
- 9.4. It is the policyholder's duty and responsibility to ensure that monthly premiums are paid when it falls due. If the policyholder's policy is interrupted because the company did not deduct the policyholder's premium, the company may debit the policyholder's account in order to re-instate the policy.

10) COVERAGE OF THE DEPENDANTS OF THE DECEASED CLIENT

In the event where a policyholder dies and leaves his/her children or legally adopted dependants, such children/ or legally adopted dependants who are below 21 years will remain covered under the policy until they become 21 years old. However, their cover by the policy is only confined to matters relating to the policyholder's deceased estate.

11) POLICYHOLDER'S DUTIES AND RESPONSIBILITIES

- i. The Policyholder's correspondence address for the purposes of this policy shall be the address provided by him/her in the application form during the time of applying for the policy.
- ii. It is the Policyholder's obligation and duty to inform and update the Service provider of any changes on his or her residential and postal address and other personal particulars.
- iii. It is the Policyholder's obligation and duty to inform and update the Service Provider of any changes to his or her banking details, employment and marital status.
- iv. It is the Policyholder's responsibility to ensure that his/her monthly premiums are duly paid .
- v. The Policyholder is obligated to cooperate fully with the lawyer appointed by us and to keep us informed of progress and to attend to all hearings and such meetings as they may be required at your own expense.

12) LEGAL COSTS AWARDED BY COURTS

- 12.1. The policyholder is not allowed to claim legal costs awarded in his/her favour against the third party. Such costs will be claimed by the appointed firm of Attorneys and any amount in excess of the Policy Holders/ Insured Persons actual costs shall be set off against the claimed benefits.
- 12.2. The policyholder shall be obliged to sign the forfeiture form in this regard (i.e. Right of subrogation).

13) IN THE EVENT OF CLAIM

- 13.1. A policyholder should present himself/herself to the nearest Lawyer's Voice's office or telephonically.
- 13.2. Under no circumstances should you instruct a lawyer as we will not pay the costs incurred and it could invalidate the cover.
- 13.3. Provided we accept a claim, we will refer your legal matter to an approved attorney from our panel to quickly attend to your legal case.
- 13.4 **Note:** In the event where the family of the Policyholder is claiming other than the principal (Client), proof of relationship shall be required thereof, for example-marriage certificate, birth certificate.

14) REQUIREMENT FOR CLAIMING

Proof of identity (e.g. ID Book, Birth Certificate, Marriage Certificate, Driver's Licence, Passport)

15) APPOINTMENT OF LAWYERS

Your attention is drawn to the following circumstances under which a lawyer to represent you may be appointed:

- 15.1. We shall only appoint a lawyer to represent you in the event of our legal advisor being of the opinion that there are prospects of you succeeding with your claim or defence.
- 15.2. The Lawyer's Voice shall not be liable to appoint a lawyer for the purpose of appearing in an internal disciplinary hearing.
- 15.3. The Lawyer's Voice shall only appoint lawyers to institute action or defend a matter if our legal advisors are of the opinion that prospects of success, the recoverability of capital and costs are acceptable to us.

16) POLICY CANCELLATION

- 16.1 Should the Policyholder wish to cancel his/her policy, he/she should do so by giving immediate notice to The Lawyer's Voice and signed written notice.
- 16.2. The Policyholder should fill a cancellation form and provide reasons for cancellation.
- 16.3. A Policyholder should also write a letter to his/her employer/treasury/accounts department informing them of the cancellation (in the case of Policyholders paying via company stop order). It should be noted that such a letter should be forwarded to the employer by the Policyholder.
- 16.4. Premiums paid during the period of cover are non-refundable.

17) OUR RIGHT TO CANCEL THE POLICY

The Insurer may cancel this policy by sending you 1 calendar month notice in writing to your last known address. You will not be entitled to a refund of your premiums.

18) FRAUDULENT CLAIMS

If the Policyholder makes any fraudulent or false claim, the policy shall become void and all benefit under it will be forfeited including the premium.

19) RESOLUTION OF DISPUTES

If there is a dispute between you and us about the handling of a claim, or in the event of a claim being rejected for any reason and legal action against us has not being commenced within 12 months after such rejection, all benefit under this insurance in respect of such claim shall be forfeited

20) GOVERNING LAW

This policy will be governed by the Short-term Insurance Act 53 of 1998, Financial Advisory and Intermediary Services Act, 37 of 2002 ('FAIS Act').

21) CONFIDENTIAL HANDLING OF YOUR PERSONAL INFORMATION

We commit to hold your personal data as confidential as possible. We hold personal data relating to you in connection with insurance products and services you have asked us to provide. Except to the extent we are required or permitted by law, personal data provided to or obtained by us will be used for the purposes of providing you with the products and services you have requested. It may also be shared within the Lawyer's Voice (Pty) Ltd Group of Companies, full details are available on request, as well as carefully selected third parties who have products and services that we think may be of interest to you. We may wish to contact you from time to time by post, telephone or e-mail about other products and services that may be of interest to you. If at any time you do not wish to receive this information then please write to the Company's Head office address.

22) FAIS DISCLOSURE NOTICE: DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002

1. YOUR INTERMEDIARY

i	Company name:	The Lawyer's Voice (Pty) Ltd		
	Physical Address:	Office 502, 5th Floor, Elephant House, 107 Albertina Sisulu Street, Johannesburg, 2001	Postal Address:	P.O. Box 30920, Braamfontein, 2017
	Telephone Number:	011 336 1573	Facsimile Number:	011 336 1578
ii	The Lawyer's Voice (Pty) Ltd does not own 10% of the insurer and does not derive more than 30% of its total remuneration over the preceding 12 months from the insurer:			
	The Lawyer's Voice (Pty) Ltd has been appointed by the insurer to act as an Intermediary			
iii	The Lawyer's Voice (Pty) Ltd has Professional Indemnity Insurance Cover in force			
vi	Financial Advisory and Intermediary Services (FAIS) Registration Number is : 32782			
vii	Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, The Lawyer's Voice (Pty) Ltd accepts responsibility for the lawful actions of their Representatives (as defined in the Financial Advisory and Intermediary Services Act) in rendering financial services within the course and scope of their employment.			
viii	Claims Procedure:	Completed claims forms and all required documents to be submitted to The Lawyer's Voice (Pty) Ltd .		
ix	Complaints Procedure:	Complaints relating to any advice given to you by the intermediary may be notified in writing to: customercare@lawyersvoice.co.za		
x	Compliance Officer:	Nicky Maseko – Ncamane Consultants Practice Number: 5433 Tel: 011-056-7190 Cell: 076 832 7190 E-mail: nicky@nccconsultants.co.za Physical Address: 130 4th Street Parkmore, Sandton.		
xi	Policy Wording:	A copy of the policy wording can be obtained from our website.		

2. YOUR INSURER

2.1 ABOUT THE INSURER

(INSURER'S CONTACT DETAILS)

Name:	Guardrisk Insurance Company Limited ("Guardrisk") Co. Reg No. 1992/001639/06		
About Guardrisk Insurance:	<p>Guardrisk Insurance Company Limited, company registration number 1992/001639/06 ("Guardrisk Insurance") is a public company established in 1992 and a registered short-term insurer in terms of the Short-Term Insurance Act 53 of 1998 as amended ("STIA").</p> <p>Guardrisk Insurance is a wholly owned subsidiary of Guardrisk Holdings Limited ("Guardrisk Holdings") and is therefore a member of the Guardrisk Group of companies. Guardrisk Holdings is itself a wholly owned member of the Alexander Forbes Group of companies.</p>		
Legal Status:	Guardrisk is an Authorised Financial Services Provider in terms of FAIS. Financial Services Provider number is 75.		
Status of Representatives:	All Representatives of Guardrisk Insurance that are authorised to provide financial services are issued with mandate letters in terms of Section 13(1)(b) of the FAIS Act setting out their personal details and the products for which they're authorised to provide financial services.		
FAIS Registration:	In terms of its FSP license, Guardrisk Insurance is a Category I FSP authorised to render advice and intermediary services in respect of the product categories: Short-Term Insurance Personal Lines and Short-Term Insurance Commercial Lines.		
Physical Address:	2 nd Floor, 102 Rivonia Road, Sandton 2196	Postal Address:	PO Box 786015, Sandton, 2146
Telephone Number:	+27-11-669-1000	Facsimile Number:	+27-11-669-1931/2
PI and FG Cover:	Guardrisk has Professional Indemnity Cover and a Fidelity Guarantee Cover in place.		
Compliance Officer:	The Compliance Manager: Tel: +27-11-669-1039, Fax: +27-11-669-2792, e-mail : compliance@guardrisk.co.za		
Complaints:	You can access our Complaints Resolution Policy at : www.guardrisk.co.za or e-mail : complaints@guardrisk.co.za		
Conflict of Interest:	You can access our Conflict of Interest Mangement Policy at : www.guardrisk.co.za		

2.2 PREMIUMS

(DETAILS OF THE PREMIUMS PAYABLE)

Product:	Total Payable :	Net Premium :	Commission :	Administration Fee :
<i>Classic Family Cover</i>	R120.00	R120.00	20%	20%
Due Date of Payment:	The premium is payable monthly and is due on the payment date specified on your signed application form.			
Consequence of Non-Payment:	If the premium is not received in two consecutive months then the policy shall be deemed to have lapsed.			
Method of Payment:	Premiums may be paid by debit order, bank stop order, EFT or by cash deposit on or before the Due Date.			

4. MATTERS OF IMPORTANCE

i	You will be informed of any material changes to the information about the intermediary and or insurer provided above.
ii	If any of the information reflected above was given to you orally, this disclosure notice serves to provide you with the information in writing. Should you not be satisfied with the policy, you are entitled a period up to 30 days within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy.
iii	If we fail to resolve your complaint satisfactorily, you may submit your complaint to the Ombudsman of Short-Term Insurance.
iv	You will always be given a reason for the repudiation of your claim.
v	If the insurer wishes to cancel your policy, this will be done in writing, to your last known address.

vi	You will always be entitled to a copy of your policy at no extra charge.																				
5. WARNING																					
i	Do not sign any blank or partially completed application form.																				
ii	Complete all forms in ink.																				
iii	Keep notes of what is said to you and all documents handed to you.																				
iv	Don't be pressurised to buy the product.																				
v	If you fail to disclose facts relevant to your insurance, this may influence the assessment of a claim by the insurer.																				
<table border="1"> <tr> <th colspan="2">6. PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN</th></tr> <tr> <td>Postal Address:</td><td>P O Box 32334 Braamfontein, 2017</td></tr> <tr> <td>Telephone Number:</td><td>+27-11- 726- 8900</td></tr> <tr> <td>Facsimile Number:</td><td>+27-11- 726- 5501</td></tr> <tr> <td colspan="2">The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary and Insurer.</td></tr> </table> <table border="1"> <tr> <th colspan="2">7. PARTICULARS OF THE FAIS OMBUDSMAN</th></tr> <tr> <td>Postal Address:</td><td>Financial Services Board PO Box 74571, Lynnwood Ridge, 0040</td></tr> <tr> <td>Telephone Number:</td><td>+27 12 470 9080</td></tr> <tr> <td>Facsimile Number:</td><td>+27 12 348 3447</td></tr> <tr> <td colspan="2">If any complaint with regard to advice given or intermediary services rendered to you was not resolved to your satisfaction, you can contact the FAIS Ombudsman.</td></tr> </table>		6. PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN		Postal Address:	P O Box 32334 Braamfontein, 2017	Telephone Number:	+27-11- 726- 8900	Facsimile Number:	+27-11- 726- 5501	The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Intermediary and Insurer.		7. PARTICULARS OF THE FAIS OMBUDSMAN		Postal Address:	Financial Services Board PO Box 74571, Lynnwood Ridge, 0040	Telephone Number:	+27 12 470 9080	Facsimile Number:	+27 12 348 3447	If any complaint with regard to advice given or intermediary services rendered to you was not resolved to your satisfaction, you can contact the FAIS Ombudsman.	
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6. GENERAL DESCRIPTION OF THE GUARDRISK INSURANCE'S CELL CAPTIVE BUSINESS MODEL																					
i	Guardrisk Insurance is a corporate, wholesale specialist cell captive and rent-a-captive insurance company that primarily provides self-insurance and risk financing solutions to commercial and corporate clients.																				
ii	In terms of the business model, Guardrisk Insurance provides cell captive structures, long-term risk management and provides risk financing partnerships to its corporate clients.																				
iii	As a cell captive insurer, Guardrisk provides these corporate clients ("cell owners") with underwriting, reinsurance, claims management and accounting expertise. Individual cells are capitalized by their respective corporate owners and each cell covers only its own risks. Similarly, the economic benefits belong directly to the individual cell and in some instances; Guardrisk Insurance may participate in the profits to the extent of the net risk that it may retain in a particular cell.																				
iv	Guardrisk Insurance provides first party insurance structures for clients' own risks and in addition it also provides third party insurance structures to clients that want to on-sell insurance to their own customers or third parties who in such instances would be the ultimate insured's.																				
v	Guardrisk Insurance is a cell captive insurer and in this respect there are a number of cell owners with cell facilities that as a consequence have subscribed to and have been issued with a certain class of shares within Guardrisk Insurance for the purposes of incepting their cell facilities. In instances where some of these cell owners are authorised by Guardrisk Insurance to distribute insurance products out of their cell facilities to the ultimate insured's or product consumers these cell owners would in some instances themselves be licensed FSPs in the event that they perform any financial services involving advice and or intermediary services.																				
vi	By virtue of their ownership of cell facilities, cell owners may be remunerated in different ways out of the cell facilities subject to the solvency requirements.																				
7. OTHER GENERAL MATTERS OF IMPORTANCE																					
i	In providing advice in relation to its financial products, Guardrisk Insurance is required to analyse clients' requirements and needs. The financial advice provided is based on the information provided by clients and or intermediaries acting on behalf of clients and Guardrisk Insurance shall not be held liable for financial advice on the basis of incorrect, inaccurate or incomplete information provided by the clients or intermediaries.																				
ii	Guardrisk Insurance has an independent board of directors and it also has a management team that is responsible for the Guardrisk Group of companies. Appropriate governance structures are in place including the existence of a mix of executive, non executive and independent directors on the board.																				
iii	Guardrisk Insurance subscribes to a gifts and entertainment disclosure policy that applies to all employees and requires that they conduct their duties and functions with integrity, objectivity and honestly in accordance with the highest standard of ethics. Furthermore, the policy aims to prevent situations that could compromise the company's independence or create an impression of conflict concerning a client's interest or impairment of judgment in the decision-making processes.																				
iv	In the event of a potential conflict of interest in any financial advice offered to its clients, Guardrisk Insurance shall at all times place the interest of its clients before its own. In the provision of financial services to clients, Guardrisk Insurance may be one of a number of FSPs within the Alexander Forbes Group of companies that are part of the financial service offering to a particular client. An organogram of the Alexander Forbes Group of companies is provided at the end of this document which depicts the relationships between the various companies and identifies the various FSPs and Guardrisk Insurance's proximity to these FSPs. Guardrisk Insurance has developed a Conflict of Interest Management Policy ("COIM Policy") which has been adopted by the Board of Directors. The COIM Policy is available on our website www.guardrisk.co.za under the "Compliance" menu item or alternatively, we can supply you with a hard copy upon request.																				
v	Certain staff members employed by Guardrisk Insurance may receive annual performance bonuses that recognize their contribution to the overall financial performance of Guardrisk Insurance and or the Guardrisk Group. However to the extent that any such bonuses are paid, in all instances they will be based on the net profit performance and not that of either sales or revenue.																				