



BERTIE BURGER
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ASSOCIATES

Terms and Conditions of Business

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- These Terms and Conditions of Business, whether signed by you or not, take effect when we provide services to you, irrespective of whether or not there is a signed agreement in place with you.
 - This important document sets out our rights and duties to each other, regardless of the type of services which Bertie Burger & Associates CC, as a Financial Services Provider in terms of FAIS, provides.
 - Read this document carefully and keep it for your records. You must contact Bertie Burger & Associates CC if you do not understand something in this document.
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1. INTRODUCTION

- 1.1 This document sets out the Terms and Conditions of Business in respect of the business relationship between Bertie Burger and Associates CC and its clients.
- 1.2 These Terms and Conditions of Business apply between Bertie Burger and Associates CC and its clients, regardless of the type of service provided.
- 1.3 To the extent that any of the services provided by Bertie Burger and Associates CC are governed by South African legislation or regulated by the Financial Sector Conduct Authority (FSCA), these Terms and Conditions cannot and do not purport to override the aforementioned, in so far as they are not allowed to be amended.

2. TERMINOLOGY

In these Terms and Conditions, the words and phrases below shall bear the meaning ascribed to them below, unless the context clearly indicates otherwise.

- 2.1 “Act” shall mean the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended from time to time.
- 2.2 “Advice” shall mean any recommendation, guidance or proposal of a financial nature regarding your financial needs and/or objectives.
- 2.3 “Appointment Letter” shall mean a separate appointment letter where you appoint Bertie Burger and Associates CC to render certain services to you.
- 2.4 “Bertie Burger and Associates CC/BBA/we/us/ours” shall mean Bertie Burger and Associates CC, an authorised financial services provider, license number 4659.
- 2.5 “Business day” shall mean any day other than a Saturday, Sunday or South African public holiday. In this agreement day and business day have the same meaning.
- 2.6 “Client” shall mean a specific person or group of persons, excluding the general public, who is or may become the subject to whom advice is given and/or intermediary services are rendered intentionally in terms of a service level agreement/appointment letter with us, or is the successor in title of such a person or the beneficiary of such service.
- 2.7 “FAIS” shall mean the Financial Advisory and Intermediary Services Act, No. 37 of 2002, as amended from time to time.
- 2.8 “Financial Sector Conduct Authority” (FSCA) shall mean the Financial Services Board, established as a statutory body on 1 October 1990 in terms of the Financial Services Board Act 1990 (Act No. 97 of 1990), transformed into the FSCA – a dedicated market conduct regulator for the South African financial services sector.
- 2.9 “FSCA” shall mean the Financial Sector Conduct Authority.
- 2.10 “Financial Services Provider” shall mean any person, other than a representative, who as a regular feature of his business – (i) furnishes advice; or (ii) furnishes advice and renders an intermediary service; or (iii) renders an intermediary service and is approved in terms of the Financial Advisory and Intermediary Services Act, No. 37 of 2002.
- 2.11 “Intermediary service” is defined in sub-section (3) (b) of FAIS as being, “any act other than the furnishing of advice, performed by a person for or on behalf of a client or product supplier – (a) the result of which is that a client may enter into, offers to enter into or enters into any transaction in respect of a financial product with a product supplier; or (b) with a view to – (i) buying, selling or otherwise dealing in (whether on a discretionary or non-discretionary basis), managing, administering, keeping in safe custody, maintaining or servicing a financial product purchased by a client from a product supplier or in which the client has invested; (ii) collecting or accounting for premiums or other monies payable by the client to a product

supplier in respect of a financial product; or (iii) receiving, submitting or processing the claims of a client against a product supplier”.

- 2.12 “Product suppliers” shall mean any collective or individual insurers, underwriting management agencies or reinsurers, administrator of investments or investment houses, as the case may be.
- 2.13 “Insurers” shall mean collectively or individually insurers, underwriting management agencies or reinsurers, as the case may be.
- 2.14 “Services” shall mean the services to be rendered by us to you as set out in a separate service level agreement and/or appointment letter.
- 2.15 “Service level agreement” shall mean a separate service level agreement entered into by and between us and you, which shall cover the various service levels agreed upon.
- 2.16 “You/your” shall mean the client, who has appointed us to render certain services on your behalf.
- 2.17 “Code of Conduct” shall mean the General Code of Conduct for Authorized Financial Services Providers and Representatives published in terms of Section 15 of FAIS.

3. REGULATION

We are authorised and regulated by the FSCA in terms of FAIS, bearing license number 4659.

4. ANALYSIS AND RECOMMENDATIONS

4.1 Appropriate information

We will seek from you the appropriate and available information regarding your financial situation, product experience and objectives in connection with the services required at date of advice.

4.2 Limited information / insufficient time

Where you have not provided all information we requested or where we have been unable to conduct an analysis because there was not sufficient time to do so, there may be limitations on the appropriateness of the advice we provide. You are responsible to carefully consider whether any product selected is appropriate to your needs, objectives and circumstances.

4.3 Not following our advice

Where you elect to conclude a transaction that differs from that recommended by us or otherwise not to follow the advice furnished, it shall be your responsibility to carefully consider whether any product selected is appropriate to your needs, objectives and circumstances.

4.4 Services / advice we do not provide

Should you require services and/or advice we do not provide, it shall be your responsibility to approach another Financial Services Provider or third party to render such service or authorise us to negotiate such specialist to provide the service required.

4.5 Where we refer you to a third party

If we refer you to a third party for advice or intermediary services all reasonable steps will be taken to ensure that the third party is licensed as an authorised financial services provider with the Financial Sector Conduct Authority. You cannot hold us responsible for the recommendations, proposals or intermediary services provided by such third party as it constitutes a separate arrangement between you and such third party.

5. OUR OBLIGATION AND SERVICES

5.1 Advice

- 5.1.1 We base appropriate advice on your current circumstances and information and instructions which you disclosed and provided to us.
- 5.1.2 We will do our best to ensure that you understand the advice and fully disclose relevant and material information appropriate to your insurance requirements, to enable you to make well-informed decisions during our professional relationship with you.
- 5.1.3 We will provide a written record of any discussion and advice to you if required by you, or if required by law.

5.2 **Binding of cover**

Cover will be placed on your specific instruction and will only be in force once it has been accepted and confirmed by the product supplier.

5.3 **Cancellation of your insurance by the product supplier**

5.3.1 If, during the period of your insurance, the product supplier tenders notice of cancellation of your insurance cover, we will do our best to replace your insurance with a suitable new product supplier. In such circumstances, our efforts may be unsuccessful, or the replacement cover may differ in cost and comprehensiveness.

5.3.2 We accept no liability for any acts or omissions arising out of the mid-term replacement of your cancelled insurance. Our duty to you is to arrange replacement cover as expeditiously as possible under the prevailing circumstances.

5.4 **Claims**

5.4.1 We will assist you to ensure effective and successful submission and settlement of claims according to the terms and conditions of the insurance contract. We will provide this service as long as we are your appointed service provider. We reserve the right to charge you a fee to handle the settlement of outstanding and/or run off claims should you terminate our appointment before such claims are finalised.

5.4.2 Any excess, deductible, or first amount payable is an uninsured part of your claim. We do not undertake to recover such amounts ourselves.

5.4.3 In the event that we are required to provide advice or services in relation to a claim that we consider to fall outside of the scope of services provided by a short-term insurance intermediary as provided for in terms of common law, any relevant legislation and/or any trade practice currently adopted by us, then we reserve the right to determine whether we are in a position to provide such advice or services and what the cost should be if we agree to provide same. In such a case we will enter into a separate remuneration arrangement with you.

5.5 **Complaints**

5.5.1 We maintain, in terms of the Code of Conduct, an internal complaints policy and procedures for the resolution of complaints by clients. A copy of our complaints policy will be provided upon written request to our offices.

5.5.2 We shall handle your complaint in a timely and fair manner and take steps to investigate and respond thereto promptly.

5.5.3 Should any complaint not be resolved to your satisfaction through our internal complaint resolution system and procedures, you may then take such further steps as you may deem fit, including the lodgement of a complaint with the Ombudsman for Financial Services Providers.

5.6 **Compliance**

We will comply with all relevant regulatory and statutory requirements, codes of conduct and common law requirements that impact on the Financial Services Provider, including but not limited to FAIS and FICA.

5.7 **Confirmation of cover / instructions**

5.7.1 We will confirm that we have placed cover or effected your required changes within a reasonable time.

5.7.2 We will confirm all instructions in writing (*by letter, e-mail or facsimile*) to avoid any misunderstandings about the cover which you have requested.

5.7.3 Written instructions may be recorded in minutes following meetings, and for administration purposes we may record our conversations with you.

5.8 **Conflicting interests**

We will treat you fairly in a situation of conflicting interests.

5.9 Effective resources

- 5.9.1 We have and employ effective resources, procedures and appropriate technological systems for the proper performance of the agreed financial services.
- 5.9.2 We may utilise the services of our own staff, another authorised service provider or other experts, if needed. We may also provide or authorise the provision of client data to our own staff, another authorised service provider or other experts in order for them to provide these services.

5.10 Effect to your requirements

- 5.10.1 We will ensure that the product supplier has given proper effect to your requirements.
- 5.10.2 We do not undertake to review the entire wording of insurance policies with you unless specifically requested.

5.11 Financial security of risk carrier

- 5.11.1 Our policy is to place your business only with reputable and creditworthy product suppliers.
- 5.11.2 We do not accept responsibility for, or guarantee, the future solvency of product suppliers or their ability to pay claims.
- 5.11.3 We are not the product supplier and cannot guarantee the availability of cover. The final choice of product supplier(s) remains with you.
- 5.11.4 If at any time the cover you require can only be provided by a product supplier that is not on our list of approved product suppliers, we will advise you accordingly and inform you of the risks of using that product supplier. You will be required to acknowledge this in writing and indemnify us in such circumstances.

5.12 Fraudulent actions

We will avoid fraudulent and misleading advertising, canvassing and marketing.

5.13 How we act

- 5.13.1 We will always act honestly, ethically, fairly and with reasonable and proper skill, care and diligence as the circumstances of each case require of us toward you and toward product suppliers.
- 5.13.2 We will further conduct our business in good faith and with integrity and act objectively when we consider the choice of product suppliers.

5.14 Mid-term amendments

- 5.14.1 We will negotiate the covers and costs of changes required as soon as possible after receiving instructions from you.
- 5.14.2 Notice to us of changes required does not mean that cover is automatically in place; the changes to cover will be effective from the date they have been accepted by the product supplier.
- 5.14.3 In view of our statutory record-keeping obligations, any instructions in this regard and/or material changes must be agreed to by both parties and be confirmed in writing.

5.15 Money laundering / financial crime

- 5.15.1 We may request you to furnish us with additional information and/or documentation to enable us to comply with the provisions of South African legislation relating to money laundering / financial crime. You must supply such information and/or documentation.
- 5.15.2 We are obliged in terms of legislation to report suspicious transactions to the relevant institutions.

5.16 Reacting to your instructions

- 5.16.1 All placement of insurance cover by us on your behalf will be implemented based on your specific written instruction(s).
- 5.16.2 We will treat your written instructions as urgent and ensure that the relevant product supplier(s) handle all instructions with the same urgency.

5.17 **Record-keeping**

- 5.17.1 We will ensure proper record-keeping of our dealings with you as prescribed by law.
- 5.17.2 Archived documents will be returned to you or destroyed at your written request.
- 5.17.3 We will maintain our own records for such period as may be required by law.

5.18 **Review your portfolio**

- 5.18.1 Unless otherwise agreed, we will review your portfolio annually, whether telephonically, per internet, by appointment or by issuing policy renewals to review the appropriateness of product(s), update sums insured, refresh your memory and discuss goals and planning.
- 5.18.2 However, we are always available: remotely, by telephone and/or by personal appointment to review your portfolio.

6. **YOUR OBLIGATIONS / RESPONSIBILITIES**

6.1 **Additional services**

We shall, if possible, provide you with additional services on request, if you agree to our proposed fees for rendering such services.

6.2 **Advice to you and third parties**

- 6.2.1 Any advice, report or information we provide is given solely for your benefit and cannot be given to or relied upon by any third party (including your related companies, employees and agents, unless expressly agreed to by us) without our prior written consent. We exclude all liability in respect of any advice, report or information provided to any unauthorised third party.
- 6.2.2 Our services are solely for your benefit and nothing herein shall be construed as conferring any rights upon or duties toward any other person or entity (including your related companies, employees and agents, unless expressly agreed to by us).

6.3 **Applications and proposal forms**

- 6.4.1 You may be required to complete a proposal form or questionnaire. We will provide any advice and assistance you may require, although we cannot complete or sign the form on your behalf.
- 6.4.2 When completing a proposal, claim form or other document, or when submitting any transaction requirement relating to an insurance policy, the accuracy of all material facts, answers, statements and/or information is your sole responsibility.

6.4 **Authorised representative**

You warrant that the Director or Officer or Partner or other employee that will represent you in your dealings with us is duly authorised to do so.

6.5 **Claims**

- 6.5.1 You should notify us or the Insurer as soon as possible but no later than thirty (30) days, or any other time limit prescribed in the policy, after you suffer loss or damage, or after any incident that could result in a claim. Such notification should include all material facts concerning the event, loss or circumstances, or any information the Insurer may require to investigate, settle or defend the claim.
- 6.5.2 You should also notify us or the Insurer within the prescribed time limits if a third party and/or their property is involved, even if you do not intend to claim for your own damage from your Insurer. Should you not notify us or the Insurer within the required period, your Insurer is not obligated to accept liability for your claim on grounds of such late notification. In such an event, you will be held liable in your personal capacity.
- 6.5.3 You must immediately report any event involving malicious damage, damage to a vehicle, theft, criminal act or suspected criminal event, loss of property to the South African Police.
- 6.5.4 You must give accurate and full details of what was lost, stolen or damaged and give proof of value and ownership for items claimed.

- 6.5.5 You must inform us or the Insurer immediately if you become aware of any possible prosecution, legal proceedings or claims against you and provide us with any documents or details of any communication received in connection with a claim.
- 6.5.6 At the occurrence of any event, loss, accident, theft or criminal act you must at your own expense take all reasonable and necessary steps to minimise and/or prevent any further loss, damage, injury or liability from occurring until such a time that the Insurers admit liability in terms of the policy.
- 6.5.7 Except for the reasonable and necessary steps mentioned above, you must get the Insurer's written approval before repairing, replacing or disposing of any damaged or destroyed item for which you have submitted or intend submitting a claim.
- 6.5.8 You must help and assist the Insurer in any recovery action against any third party responsible for the loss or damage.
- 6.5.9 You must not do any of the following:
 - 6.5.9.1 admit to or accept any form of liability;
 - 6.5.9.2 get rid of property that has been damaged or replaced so the Insurers can inspect it, should they elect to do so;
 - 6.5.9.3 authorize repairs to, or arrange replacement of, any of the insured property without the Insurers consent, except for emergency repairs to prevent further loss or damage or where safety of people is at risk;
 - 6.5.9.4 recover, negotiate or accept any money for damage or excess from a third party, or instruct your own attorney to do so on your behalf;
 - 6.5.9.5 pay or promise to pay for third party's damage or excess or settle your claim.
- 6.5.10 The settlement of your claim will depend upon acceptance of the claim by the Insurer.
- 6.5.11 If the circumstances of any claim provide for an excess or deductible to be payable to be payable by you to an Insurer then the amount claimable by you from the Insurer will be the nett amount, after such excess or deductible has been taken into account.
- 6.5.12 Any costs not included in the policy will require reimbursement directly from you. These costs may include administrative costs and all additional costs incurred during the claims negotiation, including, but not limited to, legal advice, police reports, tracing agents, travelling and the like. These costs will be agreed with you prior to being incurred.

6.6 Documentation received from us / Product provider

- 6.6.1 You must familiarise yourself with all documents provided by us and, where necessary, respond to all communications received from us.
- 6.6.2 You must study the full description of cover benefits, restrictions, conditions and clauses in the policy document and/or schedule. Also make sure that the cover benefits are appropriate and suitable for your circumstances, that you understand them and discuss anything which is not clear with us.
- 6.6.3 You must to notify us within fourteen (14) days if the meaning of any document or part thereof is unclear.

6.7 Duty of disclosure

- 6.7.1 An insurance contract imposes onerous duties upon prospective insureds and their service providers, who are obliged to act with utmost good faith towards Insurers at all times.
- 6.7.2 In particular you are obliged to disclose to Insurers, before the contract is concluded, each and every "material" circumstances or information which may in any way affect the assessment of the risk and, in turn, the decision of the Insurer to insure the risk, as well as the premium payable. The obligation of disclosure is not limited to material circumstances or information of which you are aware; it extends to those circumstances of which you ought to be aware in the ordinary course of your business. You are responsible for ensuring that we have all material documents / information and facts which should be disclosed to Insurers.
- 6.7.3 If there is any doubt as to whether or not a circumstance or information is material to the risk, we recommend you inform us thereof.

- 6.7.4 If there is any breach of duty to act with utmost good faith or failure to disclose any material circumstance or information to Insurers, they may be entitled to void the policy of insurance from inception. In effect, this means they may be entitled to act as if the policy had never existed and to seek recovery of all claims already paid under that policy, although they may be obliged to repay the premium.
- 6.7.5 The duties of utmost good faith and full disclosure arise again on renewal, extension, amendment of any policy or replacement of cover with a new Insurer. They also apply to the making of claims and to any situation during the period of the policy in which you are required, under the terms of the policy or otherwise, to provide information to Insurers.
- 6.7.6 You must take care to ensure that all the information provided to us is true, as Insurers may void a policy based on misrepresentation.
- 6.7.7 If you are unsure about any of the policy terms or conditions, please seek our advice promptly.
- 6.7.8 You agree that you cannot hold us responsible for and waive any claim against us for any loss / damages suffered by you as a result of your providing incorrect / incomplete data to us.

6.8 **Goals and needs**

It is critical that you discuss your goals, needs and problems with us frankly and immediately inform us of all changes in your circumstances which can affect the product supplier's decision to grant cover, the conditions of the cover, or the premium which the product supplier determines.

6.9 **Instructions / notices to us**

- 6.9.1 All your instructions and notices to us should be in writing. In urgent cases, oral instructions will be accepted, but you must confirm it in writing.
- 6.9.2 Electronic communication and facsimiles received after normal business hours will only be deemed to have been received on resumption of normal business hours.

6.10 **Monitor your portfolio**

You are responsible to regularly review your portfolio and ensure that it suits your circumstances.

6.11 **Not acting on our advice**

Where you elect to conclude a transaction that differs from that recommended by us, or otherwise elect not to follow the advice given, or elect to receive more limited information or advice than we are able to provide, it shall be your responsibility to carefully consider whether any product selected is appropriate to your needs, objectives and circumstances.

6.12 **Notify us of changes in details**

- 6.11.1 You must notify us in writing of any changes or additions to the insured items and/or categories of your insurance, or any change of personal information, including, but not limited to, change of address, contact details, banking details, etc.
- 6.11.2 Such notification does not mean that cover is automatically in place, but only once the product supplier has approved these changes.

6.13 **Payment of premiums and/or fees**

It is your responsibility to ensure that premiums and applicable fees are paid timeously for the duration of your insurance contract and that debit orders are collected. Non-payment of premiums will result in cover being cancelled and/or claims repudiated.

6.14 **Provide accurate information**

- 6.14.1 You must ensure that all information in instructions and supporting documentation we receive from you is true and correct.
- 6.14.2 We cannot be held responsible for:
 - 6.14.2.1 any loss that may be incurred by you or any other third party as a result of inaccurate information provided to us that is relevant to your circumstances, insurance needs and objectives;

- 6.14.2.2 financial loss as a result of any recommendation, guidance or proposal that you do not act upon or implement;
- 6.14.2.3 any recommendation, guidance or proposal that is implemented partially, or in whole, through another intermediary or product supplier.

6.15 Recommendations

You have the sole prerogative to accept or reject any recommendations.

6.16 Report errors

You have 14 (fourteen) business days after receipt of any documentation to report any errors to us. Your silence will cause it to be deemed that the content of documents received by you is correct and that you understand it.

6.17 Response to our request(s)

You must immediately, on our request (*either written or verbal*), provide all documents and/or information (*including, but not limited to, valuation certificates and/or serial numbers of insured items*) and you indemnify and hold us harmless against claims for damages suffered by you as a result of insurance claims being repudiated due to your failure to provide such documentation and/or information timeously upon request.

6.18 Risk information

- 6.18.1 You will be required annually and in the case of any material changes in the interim, to immediately upon becoming aware of such, provide updated risk information with regard to the items to be insured and claims information which will be used to obtain renewal terms from Insurers.
- 6.18.2 All insured values / sums insured provided by you are deemed by us to be adequate for your purposes and to include VAT at the prevailing rate (unless otherwise stated).
- 6.18.3 If insured values / sums insured are too low and you are therefore underinsured, the condition of an average will apply, which stipulates that if the value of the property is greater than the sum insured, you shall bear the risk of the difference in value. You are responsible to ensure that sums insured are adequate, and we shall not be liable in the event that you are underinsured.
- 6.18.4 You are reminded that should the subject matter of the insurance or the nature of the risk be altered in such a way as to increase the risk insured under the policy, the Insurer must be given prior written notice thereof and in that situation is entitled to either reject the increased risk, amend the terms of cover and/or charge an additional premium. Where the subject matter of the insurance is so altered as to make it a different risk (as opposed to increasing the risk), the Insurer will not be liable.

6.19 Suspicious financial transactions

You confirm that any investment being managed by us, or any assets we insure on your behalf, was obtained by legal means and that we are legally bound to legislation to report any suspicious financial transaction to the relevant authorities.

6.20 What to insure

The decision as to (1) what to insure, (2) the classes of insurance to be insured and (3) the values / limits to be insured are your responsibility alone.

6.21 Your data

We store your data electronically and it is protected by a password. A computer containing client data may therefore be removed from the premises if repairs or maintenance is required.

7. CONFIDENTIALITY

- 7.1 All information we receive from you will be kept confidential and not disclosed except in the normal course of business.
- 7.2 However, the information may be disclosed if it:
- 7.2.1 is required by regulation or an order of court of competent jurisdiction, or to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend our legal rights;
 - 7.2.2 is already in the public domain, or
 - 7.2.3 has been received from a third party who is not in breach of a confidentiality agreement in releasing the information to us.
- 7.3 We shall be entitled to use your personal information for all purposes relating to or arising out of the services to be provided by us to you from time to time, whether we utilise the services of our own personnel, another approved FSP or other professionals, as we deem fit.

8. OUR COMMUNICATION PROTOCOL

- 8.1 Unless otherwise directed by you, we will correspond with you by means of electronic mail. Whilst we take reasonable steps to safeguard the security and confidentiality of the information transmitted, we do not encrypt our electronic communications and cannot guarantee its security and confidentiality.
- 8.2 While we do check all outgoing correspondence with anti-virus software, we cannot guarantee that transmissions will be free from harmful code.
- 8.3 Please bear in mind that private / personal (and often confidential) mail will be sent to your email address.
- 8.4 If the Insured is a juristic person (e.g. company, close corporation, partnership, trust), we will assume that we are entitled to take instructions from any director, member, trustee or other senior employee unless you inform us in writing that we may not do so.
- 8.5 Please note that any documentation or correspondence sent to you by the Financial Services Provider, underwriter or Insurer will be legally binding via all channels of communication either by fax, mail or e-mail format.

9. REMUNERATION

- 9.1 **Remuneration for Short-term insurance business**
- 9.1.1 The product provider pays the Financial Services Provider commission for all services as intermediary as defined herein. Commission is calculated according to the statutory limits.
 - 9.1.2 The Short-term Insurance Policy Protection Rules makes provision for the Financial Services Provider (FSP) to charge a broker fee for services that are provided and agreed upon and for which the FSP is not remunerated by commission. However, if you do not require these services, you may stop this fee at any time.
 - 9.1.3 Our agreed fee, which we will disclose to you when we present our proposal, will be included in the monthly premium and debited against your designated bank account.
- 9.2 **Investments**
- 9.2.1 The Financial Services Provider is remunerated by way of fees, agreed with the investor within the scope of legislation, for financial advice and services provided.
 - 9.2.2 These fees may consist of an:
 - 9.2.2.1 initial fee which is deducted from your contribution amount before it is allocated to your investment selection, and/or
 - 9.2.2.2 annual asset-based fee which is expressed as a percentage of the value of your investment. It is charged and paid, monthly in arrears, by the product supplier.
- 9.3 **Life assurance**
- The Financial Services Provider is remunerated by way of commission payment by the relevant product supplier according to the statutory limits and/or an agreed fee or fees.

10. INTERPRETATION

- 10.1 The headings of the clauses of these Terms and Conditions of Business have been inserted for purposes of ease of reference and may not be taken into consideration in interpreting the provisions of this Terms and Conditions of Business.
- 10.2 Unless inconsistent with the context, an expression which denotes any gender includes the other genders, a person includes a natural and a juristic person and vice versa, and the singular includes the plural and vice versa.

11. TERMINATION OF OUR APPOINTMENT

- 11.1 This agreement may be terminated by either you or us giving written notice to that effect and without any obligation to furnish reasons for termination.
- 11.2 This agreement will be terminated immediately in any of the following events:
- 11.2.1 if either you or we commit a material breach of any of the terms of this agreement which is not remedied within 7 (seven) working days after the aggrieved party has served a notice calling on the guilty party to rectify the breach, except where such breach is due to a cause beyond the control of either you or us; or
 - 11.2.2 if either you or we are liquidated, become sequestrated, are subject to business rescue proceedings, make a voluntary arrangement with creditors or have a receiver or administrator appointed; or
 - 11.2.3 if we cease to be an approved Financial Services Provider for whatever reason; or
 - 11.2.4 if accreditation and/or licensing of any service or product should lapse, be cancelled or be revoked.
- 11.3 We are from such date no longer responsible to provide you with any advice, intermediary services, annual reports and statements regarding the products and/or transactions concluded. We will be entitled to retain all remuneration earned up to the date of termination, inclusive of any notice period.
- 11.4 Upon termination of our agreement we shall continue handling any outstanding claims or complete any work in progress if we are able to.
- 11.5 We shall co-operate to ensure that your insurance intermediary arrangements can be promptly and effectively continued either by you or by a third party nominated by you at the time.
- 11.6 On request we shall return to you the original or a copy of your current policy documents, your risk information and claims history. All other information and documentation remain our property.

12. GENERAL

- 12.1 If any term of these Terms and Conditions is found to be illegal, invalid or unreasonable under any applicable law, regulations or material pronouncements, or invalid or unenforceable under codes of conduct, statements of practice, directions or guidelines issued by any regulator or relevant professional body, then such term shall, in so far as it is severable from the remaining terms, be deemed to be omitted and shall in no way affect the legality, validity or enforceability of the remaining terms, which will remain in full effect.
- 12.2 These terms supersede all prior communications, agreements and understandings of the parties with regard to the subject matter. The parties agree that no rights to damages or to claim loss from the other arise from any termination of any prior agreement.
- 12.3 We are not liable for any failure or delay to perform any of our obligations where such failure or delay is due to causes outside our reasonable control.
- 12.4 A failure at any time by either you or us to enforce any right or obligation shall not be deemed to be a continuing waiver of such right or obligation.

13. FINANCIAL SERVICES PROVIDER'S CONTACT & ADDRESS DETAILS

- 100 B Outeniqua Avenue, Spitskop, Bloemfontein, 9301
- PO Box 26252, Langenhovenpark, 9330
- Tel: +27 (0) 51 451 1154 Fax: 0866 100 169
- www.bbm.co.za

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