



Government Gazette Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Regulation Gazette

No. 7009

Regulasiekoerant

Vol. 428

Pretoria, 23 February 2001
Februarie

No. 22084



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GOVERNMENT GAZETTE

DEPARTMENT OF FINANCE
DEPARTMENT VAN FINANSIES

23 February 2001

No. 22084

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23 Feb 2001

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**GOVERNMENT NOTICE
GOEWERMENTSKENNISGEWING**

**DEPARTMENT OF FINANCE
DEPARTEMENT VAN FINANSIES**

No. R. 164

23 February 2001

**FINANCIAL SERVICES BOARD
POLICYHOLDER PROTECTION RULES
UNDER THE SHORT-TERM INSURANCE
ACT, 1998**

The Minister of Finance has under Section 55 of the Short-Term Insurance Act, 1998, made the Policyholder Protection Rules set out in the Schedule.

These Policyholder Protection Rules shall come into operation on 1 July 2001.

SCHEDULE

POLICYHOLDER PROTECTION RULES (SHORT-TERM INSURANCE), 2001

Section 55, Short-term Insurance Act, 1998

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PART I

DEFINITIONS AND PURPOSE OF THE RULES

Definitions

1. In these Rules, "the Act" means the Short-term Insurance Act, 1998 (Act No 53 of 1998), any word or expression to which a meaning has been assigned in the Act, including the regulations promulgated under section 70 of the Act, shall bear that meaning and, unless the context otherwise indicates –
 - (i) "compliance officer", in relation to an insurer, means the public officer of the insurer or a person appointed as a compliance officer by the public officer, and in the case of Lloyd's, the Lloyd's representative;
 - (ii) "effective date", in relation to the entering into or variation of any policy, means the date on which any such policy is entered into or varied;

- (iii) "ensure", in relation to a person or body and any matter mentioned in a provision of these Rules, means to take any necessary steps in order that the clear objective of the provision is achieved;
- (iv) "enter into", in respect of a policy, includes the renewal of any such policy: Provided that in the case of monthly policies only the renewal after the entering into of the policy effected during every consecutive twelfth month of the currency of the policy shall qualify as a renewal referred to in this definition;
- (v) "independent intermediary" means a person, other than a representative, who renders services as intermediary and includes a Lloyd's correspondent;
- (vi) "inspection" means any inspection contemplated in the Inspection of Financial Institutions Act, 1998 (Act No 80 of 1998);
- (vii) "insurance party involved" means any insurer or independent intermediary involved in the entering into or variation of a policy with the policyholder concerned;
- (viii) "insurer" means a short-term insurer, and includes any representative of the insurer, and any independent intermediary referred to in section 48(2) of the Act;
- (ix) "policy" means any short-term policy existing on the date envisaged in section 55(5) of the Act or entered into on or after that date, but excludes a reinsurance policy;
- (x) "policyholder" means any natural person acting otherwise than solely for the purposes of his or her own business and includes any such prospective holder of a policy or any person requesting disclosure;

- (xi) "variation", in respect of a policy, means any variation of the premiums or benefits of the policy, excluding any periodic variation in terms of a contractually determined inflation-connected formula, or otherwise in terms of fixed contractually determined provisions.

PURPOSE OF THE RULES

2. The purposes of disclosures referred to in these Rules are to enable a policyholder to make informed decisions in regard to short-term insurance products, and to ensure that the parties involved conduct business fairly and with due care and diligence.

PART II**RULES ON DISCLOSURE****3. Principles of disclosures**

3.1 The following shall apply to disclosure contemplated in these Rules:

- (a) The independent intermediary or insurer, as applicable, shall bear the onus of proving that a disclosure has been made.
- (b) Disclosure must be in plain language and must be structured so as to promote easy comprehension and to avoid uncertainty or confusion. Any written or printed disclosures, including any policy or policy variation which may be issued to policyholders, must be issued in a clear and readable print size, spacing and format.
- (c) Disclosure shall be made at an appropriate time and may be made in writing, orally, using any appropriate electronic medium or by telefax.
- (d) An insurer or independent intermediary, as appropriate, shall ensure that they confirm any disclosure to the policyholder in writing, if made orally, within 30 days after such disclosure.
- (e) Disclosures need not be duplicated or repeated to the same policyholder unless there are changes to the premiums, fees, excess payable or a change in the policy conditions and benefits which will affect that policyholder or the transactions contemplated make it desirable or necessary.
- (f) Disclosures may be validly made using standard forms or format.
- (g) Where records of disclosures are required to be kept in terms of these Rules, such records may be kept in writing or by using any appropriate electronic medium.

4. Obligatory disclosures

4.1 An independent intermediary shall ensure that at the commencement of dealings with a policyholder in respect of an insurance transaction that at least the following disclosures, where applicable, are made once to the policyholder, in writing and where made orally, to be confirmed in writing:

- (a) the Statutory Notice as contemplated in Part VII must be given without any amendment except for details that are furnished in terms of the Statutory Notice;
- (b) full names, titles and designations of independent intermediaries, postal and physical addresses of the independent intermediaries' head offices and relevant service offices, telephonic and electronic communication details of contact persons;
- (c) legal status of the independent intermediary; confirmation of the contractual relationship with the insurer or various insurers; disclosure of the fact that the independent intermediary directly or indirectly holds more than 10% of an insurer's shares (if any); has received more than 30% of his total commission and remuneration from a particular insurer in the preceding calendar year (if any), or is an associated company of the insurer (if applicable);
- (d) whether they hold professional indemnity insurance or not;
- (e) details of required claims notification procedures; and
- (f) the amount of the consideration referred to in section 48 of the Act accruing to the independent intermediary in respect of the relevant entering into or variation of the policy concerned, and of any fee contemplated in section 8(5) of the Act (if any).

4.2 An insurer shall ensure that at least the following disclosures are made to the policyholder, as soon as is practical after an insurance transaction is initiated:

- (a) the Statutory Notice as contemplated in Part VII must be given without any amendment except for details that are furnished in terms of the Statutory Notice, in cases where an independent intermediary is not involved in the insurance transaction;
- (b) full registered name and abbreviated name, postal and physical addresses of the head offices and issuing offices, telephonic and electronic access numbers and communication details of service departments;
- (c) the name and contact details of the compliance department or officer of the insurer and details of procedures (if any) for the resolution of complaints by policyholders, including complaints in respect of independent intermediaries or representatives involved;
- (d) claims notification procedures;
- (e) name, class or type of policy involved;
- (f) nature and extent of monetary obligations assumed by the policyholder, manner of payment of premiums, due date for payment of premiums and the consequences of non-payment of such premiums;

4.3 As regards the variation of a policy, an insurer shall ensure that at least the following disclosures are made to the policyholder, as soon as is practical before the variation of the policy:

- (a) name, class or type of policy involved;
- (b) nature of indemnification (benefits) for the policyholder, manner of deriving or obtaining thereof, and manner of payment or furnishing of indemnification (benefits), as the case may be;

- (c) nature and extent of monetary obligations assumed by the policyholder, manner of compliance therewith and consequences of non-compliance; and
- (d) loadings, excesses payable, exclusions or other special terms or conditions.

Other disclosures

5.1 The provisions of this Part shall not be construed as preventing any insurance party involved in any particular case from making any other or additional disclosures to a policyholder before the effective date, where such disclosures will promote the better achievement of the objects of these Rules and are deemed necessary or expedient in the circumstances of the particular case, or to comply with any other code of business conduct provisions applying lawfully to any such party.

5.2 Any subsequent changes to information referred to in Rules 4.1(b) and 4.2(b), must be communicated in writing to the policyholder.

Standardised disclosures

6. Without prejudice to the provisions of Rules 3 and 4, an insurer, or any independent intermediary with the concurrence of the insurer, may draft standardised disclosure documentation in respect of any particular class or type of policy or insurance transaction, to be used for the purpose of complying with the provisions of this Part: Provided that -

- (a) such documentation is current on any relevant effective date; and
- (b) such use does not exonerate any insurance party involved from compliance with any disclosure requirement of this Part not addressed, or not fully addressed, in such documentation.

Consequences of non-compliance

7.1 Where a policyholder considers that a provision of this Part has been contravened or not complied with by any insurance party involved in a policy held by him or her, such policyholder may lodge a written complaint to the insurance party involved

and, if such complaint is not resolved to the satisfaction of the policyholder, to the Registrar: Provided that the foregoing provisions of this subrule shall with the necessary changes also apply to any insurer, independent intermediary or any other interested member of the public who or which considers that any provision of this Part has in connection with any policy and in any particular case been contravened or not complied with.

7.2 The Registrar shall, on receipt of any such complaint, require the insurance party involved by written notice to provide the Registrar within a period determined by the Registrar with a full reply to the complaint.

7.3 (a) The Registrar may, whether an inspection has been carried out or not, and where a breach of these Rules has been established to the Registrar's satisfaction, after informing the insurance party or parties involved of the intention so to act and affording them a reasonable opportunity to respond thereto, by written notice require any insurance party involved to take particular corrective steps in accordance with a specified timetable, and the Registrar may take any other step in connection with the breach which is available to the Registrar in law.

(b) An insurance party involved to which a notice contemplated in Rule 7.2 or paragraph (a) of this subrule has been directed, shall within the period determined by the Registrar in the notice, or within any extended period determined by the Registrar on written application by the party, comply with the requirements stated in the relevant notice.

PART III**RULES ON VOID PROVISIONS AND FORMAT****Void provisions**

8.1 A provision of a policy of which the effective date of the entering into thereof is a date on or after a date 90 days after the date referred in section 55(5) of the Act, is void to the extent that it provides expressly or by implication -

- (a) that in connection with any claim made under the policy, the policyholder may be obliged to undergo a polygraph, lie detector or truth verification, or any other similar, test or procedure which is furnished or made available by the insurer or any other person in terms of an arrangement with the insurer and which is conducted under the control of the insurer or such other person;
- (b) for an inducement of any nature for a policyholder to voluntarily agree to undergo a test or procedure envisaged in paragraph (a) of this subrule where the policyholder submits a claim under the policy;
- (c) that where a policyholder under other circumstances than those contemplated in paragraph (b) of this subrule voluntarily agrees to undergo a test or procedure envisaged in paragraph (a) of this subrule where the policyholder submits a claim under the policy, and the policyholder fails to pass such test, the claim will be repudiated or the policy will become void merely as a result of such failure to pass the test or procedure;
- (d) that in the event of any dispute arising under the policy, the dispute can only be resolved by means of arbitration; and
- (e) that an insurer may repudiate a claim because a premium was not paid on due date, if payment was made during the period of grace referred to in Rule 10.5, whether or not the payment was made prior to the event giving rise to the claim.

- 8.2 Rule 8.1(d) shall not be construed as rendering void a provision of a policy that the parties may, after a dispute under the policy has arisen, voluntarily agree to submit the dispute to arbitration or, in the absence of such a provision, as voiding any agreement between the parties to that effect.

Format of policies

9. An insurer involved shall ensure that a policy of which the effective date of the entering into thereof is a date on or after a date 90 days after the date referred in section 55(5) of the Act, is only issued to a policyholder concerned if the provisions of the policy are recorded, as regards layout, letter types and spacing, in an easily readable manner and if the wording of every provision of the policy has a reasonably precise ascertainable meaning.

PART IV

GENERAL RULES

Additional duties of insurers and independent intermediaries

10.1 (a) Subject to paragraph (b) of this subrule, an insurer must, where an agreement is to be entered into with an independent intermediary for the rendering of services as independent intermediary, furnish the independent intermediary with a written mandate or authority to act on behalf of the insurer, setting out the terms and conditions of such mandate or authority.

(b) An insurer must in the case of an agreement contemplated in paragraph (a) of this subrule existing immediately prior to the date referred to in section 55(5) of the Act, and which does not contain any written mandate or authority contemplated in paragraph (a) of this subrule, within 30 days after the said date furnish such independent intermediary with such written mandate or authority.

10.2 An insurance party involved -

(a) shall ensure that any debit order to be signed by a policyholder on or after a date 30 days after the date referred to in section 55(5) of the Act, for the payment of premiums to any such party, shall not be drafted to be in favour of any other person (whether conjointly with the insurance party involved or as an alternative) but such first mentioned party; and

(b) shall not unilaterally terminate any current debit order signed by a policyholder without having informed the policyholder in writing of the intention so to terminate the debit order at least 30 days before the effective date of such envisaged termination.

10.3 (a) An insurer shall not unilaterally terminate any policy without giving notice as set out in paragraph (b) of this subrule.

(b) The insurer may give notice either-

- (i) direct to the policyholder; or
- (ii) by satisfying itself that notice has been given to the policyholder by the independent intermediary; or
- (iii) if (i) or (ii) is not possible, by publication of such notice in two editions of a newspaper circulating in all areas in which it is reasonably believed that policyholders reside; a copy of such notice shall be forwarded to the Registrar prior to publication.

10.4 An insurer shall ensure that where any decision has been made as to the repudiation of any claim under a policy, or as regards the quantum of a claim which is in dispute, the policyholder concerned is in writing informed of the reasons for the decision and that the policyholder may within a period of not less than 90 days after the date of the relevant decision make representations to the relevant insurer in respect of such decision. The 90 days referred to may not be included in any time-barring period contained in the policy for the institution of legal action.

10.5 An insurer shall ensure that a policy to be entered into on or after a date 90 days after the date referred to in section 55(5) of the Act, contains a provision for a period of grace for the payment of premiums of not less than 15 days after the relevant due date: Provided that in the case of a monthly policy, such provision must apply with effect from the second month of the currency of the policy.

10.6 The practice of signing blank or partially completed forms by a policyholder, whereby someone else fills in the details at a later stage, shall be an offence by the insurance party involved under these Rules.

Termination and alteration of certain agreements and relationships

11.1 No termination of any agreement contemplated in Rule 10.1(a) and (b) between any insurer and an independent intermediary, irrespective of whether the termination has been mutually agreed upon, or is effected by any one party by notice to the other, shall be effective unless -

- (a) all policyholders holding current policies entered into by that insurer through the intermediation of that independent intermediary, have been given prior notice of the termination in accordance with Rule 10.3(b), by either the insurer or the independent intermediary, or by both; and
- (b) both such insurance parties are beforehand satisfied that all reasonable steps have been taken for such information to reach all such policyholders.

11.2 The provisions of Rule 11.1 shall, with the necessary changes, apply in respect of any change occurring in the status or relationship, or authority or mandate, of any independent intermediary, contemplated in Rule 4.1(c).

Records, monitoring systems and annual reports

12.1 (a) An insurance party involved shall ensure that records are kept of all disclosures made, including the manner of disclosure, in respect of the entering into or variation of any particular policy. These records must be kept available for a period of at least three years for inspection by the Registrar.

(b) Copies of such disclosure documents are to be provided to the policyholder.

(c) The insurance parties involved is not required to keep the disclosure records themselves but must ensure that they are available for inspection within 7 days from the Registrar's request.

12.2 Insurers and independent intermediaries, as applicable, shall within 6 months from the date of coming into operation of these Rules, ensure that they provide:

(a) for monitoring systems to measure compliance with these Rules ;

(b) where necessary, for information or training courses for persons employed or contracted in such business, in respect of the implementation by them of these Rules;

(c) for the accreditation of independent intermediaries, within 6 months of such person becoming active, of the relevant knowledge, competency and proficiency of such persons in the products that they may market; and

(d) for the ongoing recording of the knowledge, competency and proficiency of accredited persons.

12.3 Every insurer shall, within a period of four months after the end of every financial year of the insurer, submit a written report to the Registrar, in respect of the period of every such financial year, on -

(a) all steps taken by the insurer to ensure compliance with the provisions of these Rules, and the reasons for any non-compliance which may have occurred;

(b) problems experienced by the insurer and any of its representatives with the interpretation or implementation of these Rules, and suggestions or recommendations for improvements or other amendments; and

(c) full details of any complaints received by the insurer in connection with the implementation of these Rules, and of all steps taken in connection therewith.

Special duties of Registrar

13. The Registrar -

(a) may take any step deemed necessary or expedient to inform policyholders and the public in general of the existence, ambit and meaning of these Rules and of available avenues or mechanisms for lodging of complaints;

(b) shall ensure that copies of these Rules and of any guidelines referred to in paragraph (c) of this Rule are readily available at the Registrar's office for distribution at the request of any person at a reasonable fee determined on a non-profit basis by the Registrar to cover costs and expenses;

- (c) may from time to time, with the concurrence of the Advisory Committee, issue non-binding -
 - (i) guidelines on the interpretation and implementation of these Rules; and
 - (ii) best conduct directives for independent intermediaries and representatives; and
- (d) shall -
 - (i) annually compile a compliance review summarising the import of reports referred to in Rule 12.3 and containing advice deemed necessary or expedient in connection with the achieving of the objects of these Rules, including recommendations on the amendment of these Rules or of the Act, including advice not specifically connected to such reports; and
 - (ii) submit such compliance review to the Advisory Committee for consideration.

Waiver of rights

14. No waiver by any policyholder of any right or benefit by these Rules, shall be valid.

Penalties

15. An insurance party involved who contravenes or fails to comply with a provision of these Rules shall be guilty of an offence and on conviction liable to a penalty or fine referred to in section 64(1)(c) or 65(1)(c), as the case may be, of the Act.

PART V**16. SPECIFIC ARRANGEMENTS RELATING TO LLOYD'S**

- 16.1 For purposes of these Rules a Lloyd's open market correspondent will be regarded as an independent intermediary and therefor must comply with the requirements of the Rules insofar as they pertain to independent intermediaries. Lloyd's coverholders are regarded as section 48(2) intermediaries and have to comply with the rules insofar as they pertain to insurers.

PART VI**17 SPECIAL PROVISIONS REGARDING MARKETING OF PRODUCTS
DIRECTLY TO THE PUBLIC****17.1 Telephone Sales**

Telesales personnel must disclose to the policyholder that they receive commission and the amount thereof.

17.1.1 For purposes of this Part, the sequence of Rule 4.1 and 4.2 need not be followed in the sequence presented in the Rules. The sequence may be changed provided that all the disclosures are made to the prospective policyholder before the telephone interaction comes to an end. It is a requirement that the call must be voicellogged, and full disclosure be made to the policyholder in writing after the telesale. The insurer or intermediary must be in a position to provide a copy of the voicellogging.

17.1.2 The provisions of Rule 4.2(c) need only be provided to the policyholder in the written disclosures which are provided to the policyholder after the sale. During the transaction it is sufficient to indicate that the insurer has a compliance department and to provide basic contact details e.g. telephone number or address. The direct marketers are not obliged to give the Statutory Notice if all the disclosures contemplated in the notice are made during the transaction and are recorded in writing or voicellogged. The requirements of Rule 4.2(b) need not be disclosed to the full but must be confirmed to the policyholder in writing after the sale.

17.1.3 Where use is made of an infomercial advertisement, disclosure may be made in the advertisement. For the purposes of this paragraph infomercial is defined as meaning:

"An infomercial means advertising material of more than two minutes in duration broadcast in visual and/or audio form. It is usually presented in a programme format and promotes the interest of a person, product or service. It entails a direct offer of a product or service to the public in return for payment, and usually

contains a demonstration of the use of the product or service concerned, and includes material known as tele-shopping, home shopping, direct marketing and direct sales".

17.2 Marketing by means of Direct Mailing, Media Advertisements and Inserts (with application form), does not require the printing of separate documents for disclosure in terms of the Rules or Statutory Notice. It is not required to repeat any disclosures made in the text of the offer in any specific disclosure addendum or page.

17.3 Media Advertisements including Inserts (without application form), Spot Television and Radio Advertising which are designed to generate awareness will not be considered as part of the insurance transaction and therefore no disclosure is contemplated in terms of the Rules. Any contact by prospective policyholders will require the insurance parties involved to disclose in terms of the Rules applicable to telephonic sales.

PART VII

18. STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS
IMPORTANT - PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract or any other document)

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

1. About the intermediary (insurance broker)

- (a) Name, physical address and postal address and telephone number.
- (b) Legal status and any interest in the insurer.
- (c) Whether or not in possession of professional indemnity insurance.
- (d) Detail of how to institute a claim.
- (e) Rand amount of fees and commission payable.
- (f) Written mandate to act on behalf of insurer.

2. About the Insurer

- (a) Name, physical and postal address and telephone numbers.
- (b) Telephone number of compliance department of the insurer.
- (c) Details of how to institute a claim and/or complaint.
- (d) Type of policy involved.
- (e) Extent of premium obligations you assume as policyholder.
- (f) Manner of payment of premium, due date of premiums and consequences of non-payment.

3. Other matters of importance

- (a) You must be informed of any material changes to the information referred to in paragraph 1 and 2.
- (b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term Insurance.
- (d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- (e) If premium is paid by debit order:
 - (i) it may only be in favour of one person and may not be transferred without your approval; and
 - (ii) the insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- (f) The insurer and not the intermediary must give reasons for repudiating your claim.
- (g) 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.
- (h) You are entitled to a copy of the policy free of charge.

4. Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep all documents handed to you.

Make note as to what is said to you.

Don't be pressurised to buy the product.

Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

- 5 Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.**

PO Box 30619

BRAAMFONTEIN

2017

Tel: (011) 339-6525

Fax: (011) 339-7065

- 6 Particulars of Registrar of Short-term Insurance**

Financial Service Board

PO Box 35655

MENLO PARK

0102

Tel: (012) 428-8000

Fax: (012) 347-0221

(You may be required to sign a copy of this document.)

PART VIII**TITLE****19. Title**

These Rules shall be called the Policyholder Protection Rules (Short-term Insurance), 2001 and shall come into operation on a date published in the *Government Gazette*.

No. R. 164

23 Februarie 2001

RAAD OP FINANSIËLE DIENSTE
ReëLS OP BESKERMING VAN POLISHOUERS
KRAGTENS DIE KORT-
TERMYNVERSEKERINGSWET, 1998

Die Minister van Finansies het kragtens Artikel 55 van die Korttermynversekeringswet, 1998, die Reëls op Beskerming van Polishouers in die bylae uitgevaardig.

Hierdie Reëls op Beskerming van Polishouers tree in werking op 1 Julie 2001

BYLAE**REËLS OP BESKERMING VAN POLISHOUERS (KORTTERMYNVERSEKERING),
2001****Artikel 55, Korttermynversekeringswet, 1998**

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DEEL I**OMSKRYWINGS EN OOGMERK VAN DIE REËLS****Omskrywings**

1. In hierdie Reëls beteken "die Wet" die Korttermynversekeringswet, 1998 (Wet No 53 van 1998), het enige woord of uitdrukking waaraan 'n betekenis in die Wet, insluitend die regulasies uitgevaardig kragtens 70 van die Wet, geheg is, die betekenis aldus daaraan geheg en, tensy uit die samehang anders blyk, beteken
 - (i) "afsluiting", met betrekking tot 'n polis, ook die hernuwing van enige sodanige polis: Met dien verstande dat in die geval van maandelikse polisse slegs die hernuwing na die afsluiting van die polis wat bewerkstellig word gedurende elke agtereenvolgende twaalfde maand

van die geldigheidsduur van die polis as 'n hernuwing bedoel in hierdie omskrywing kwalifiseer;

(ii) "betrokke versekeringsparty" enige versekeraar of onafhanklike tussenganger wat betrokke is by die afsluiting of wysiging van 'n polis met die betrokke polishouer;

(iii) "effektiewe datum", met betrekking tot die afsluiting of wysiging van enige polis, die datum waarop enige sodanige polis afgesluit of gewysig is;

(iv) "inspeksie" 'n inspeksie beoog in die Wet op die Inspeksie van Finansiële Instellings, 1998 (Wet No 80 van 1998);

(v) "onafhanklike tussenganger" 'n ander persoon as 'n verteenwoordiger, wat dienste as tussenganger lewer en ook 'n Lloyd's - korrespondent;

(vi) "polis" enige korttermynpolis wat bestaan op die datum beoog in artikel 55(5) van die Wet of op of na daardie datum afgesluit word, maar met uitsluiting van 'n herversekeringspolis;

(vii) "polishouer" enige natuurlike persoon wat anders optree as uitsluitlik vir die doeleindes van sy of haar eie besigheid, en ook enige sodanige voornemende houer van 'n polis of enige persoon wat openbaarmaking versoek;

(viii) "verseker", met betrekking tot 'n persoon of liggaam en enige aangeleentheid in 'n bepaling van hierdie Reëls vermeld, om enige nodige stappe te doen met die oog op die bereiking van die duidelike oogmerk van die bepaling;

(ix) "versekeraar" 'n korttermynversekeraar, en ook enige verteenwoordiger van die versekeraar, en enige onafhanklike tussenganger bedoel in artikel 48(2) van die Wet;

(x) "voldoeningsbeampte", met betrekking tot 'n versekeraar, die openbare beampte van die versekeraar of 'n persoon deur die openbare beampte as voldoeningsbeampte aangestel en, in die geval van Lloyd's, die Lloyd's verteenwoordiger;

(xi) "wysiging", met betrekking tot 'n polis, enige wysiging van die premies of voordele van die polis, met uitsluiting van enige periodieke wysiging ingevolge 'n kontraktueel vasgestelde inflasiegekoppelde formule, of andersins ingevolge vaste kontraktueel vasgestelde bepalings.

OOGMERK VAN DIE REËLS

2. Die oogmerke van openbaarmakings bedoel in hierdie Reëls is om 'n polishouer in staat te stel om ingeligte besluite met betrekking tot korttermynversekeringsprodukte te neem, en om te verseker dat die betrokke partye besigheid op billike wyse dryf en met behoorlike sorg en vlyt.

DEEL II

REËLS OOR OPENBAARMAKING

3. Beginsels van openbaarmakings

3.1 Die volgende is van toepassing op openbaarmaking beoog in hierdie Reëls:

- (a) Die onafhanklike tussenganger of versekeraar, soos toepaslik, dra die las om te bewys dat 'n openbaarmaking gedoen is.
- (b) Openbaarmaking moet in eenvoudige taal gedoen word en gestruktureer word om maklike begrip te bevorder en onsekerheid of verwarring te voorkom. Enige skriftelike of gedrukte openbaarmakings, met inbegrip van

enige polis of poliswysiging wat aan polishouers uitgereik mag word, moet in 'n duidelike en leesbare lettergrootte, spasiëring en formaat uitgereik word.

- (c) Openbaarmaking moet op 'n geskikte tyd gedoen word en mag skriftelik, mondeling, met gebruikmaking van enige geskikte elektroniese medium of by telefaks gedoen word.
- (d) 'n Versekeraar of onafhanklike tussenganger, soos toepaslik, moet verseker dat hulle enige openbaarmaking aan die polishouer skriftelik bevestig, indien mondeling gedoen, binne 30 dae na sodanige openbaarmaking.
- (e) Openbaarmakings hoef nie gedupliseer of herhaal te word aan dieselfde polishouer nie tensy daar verandering is aan premies, gelde, bybetalings of 'n verandering aan die polisvoorwaardes en -voordele wat die polishouer sal raak, of die beoogde transaksies dit wenslik of nodig maak.
- (f) Openbaarmakings kan geldiglik gedoen word met gebruikmaking van standaardvoms of -formaat.
- (g) Waar rekords van openbaarmakings ingevolge hierdie Reëls vereis word om gehou te word, mag sodanige rekords skriftelik of met gebruikmaking van enige geskikte elektroniese medium gehou word.

4. Verpligte openbaarmakings

4.1 'n Onafhanklike tussenganger moet, by die aanvang van besigheid met 'n polishouer met betrekking tot 'n versekeringstransaksie, verseker dat minstens die volgende openbaarmakings, waar toepaslik, een maal skriftelik aan die polishouer gedoen word en, waar mondeling gedoen, skriftelik bevestig word:

- (a) die Statutêre Kennisgewing soos beoog in Deel VII moet sonder enige wysiging gegee word behalwe vir besonderhede wat ingevolge die Statutêre Kennisgewing verskaf word;

- (b) volle name, titels en benamings van onafhanklike tussengangers, pos- en fisiese adresse van die onafhanklike tussengangers se hoofkantore en betrokke dienskantore; telefoniese en elektroniese kommunikasiebesonderhede van kontakpersone;
- (c) regstatus van die onafhanklike tussenganger; bevestiging van die kontraktuele verhouding met die versekeraar of verskillende versekeraars; openbaarmaking van die feit dat die onafhanklike tussenganger regstreeks of onregstreeks meer as 10% van die versekeraar se aandele hou (indien wel); meer as 30% van sy totale kommissie en vergoeding gedurende die voorafgaande jaar van 'n bepaalde versekeraar verkry het (indien wel); of 'n geassosieerde maatskappy van die versekeraar is (indien toepaslik);
- (d) of hulle professionele indenniteitsversekering hou of nie;
- (e) besonderhede van vereiste eisaanmeldingsprosedures; en
- (f) die bedrag van die vergoeding vermeld in artikel 48 van die Wet wat aan die onafhanklike tussenganger toekom ten opsigte van die relevante afsluiting of wysiging van die betrokke polis, en van enige geld beoog in artikel 8(5) van die Wet (as daar is).

4.2 'n Versekeraar moet verseker dat minstens die volgende openbaarmakings aan die polishouer gedoen word, so spoedig doenlik nadat 'n versekeringstransaksie geïnisieer is:

- (a) die Statutêre Kennisgewing soos beoog in Deel VII moet gegee word sonder enige wysiging behalwe vir besonderhede wat verskaf word ingevolge die Statutêre Kennisgewing; in gevalle waar 'n onafhanklike tussenganger nie by die versekeringstransaksie betrokke is nie;

- (b) volle geregistreerde naam en verkorte naam, pos- en fisiese adresse van die hoofkantore en uitreikingskantore, telefoniese en elektroniese toegangsnummers en kommunikasiebesonderhede van diensdepartemente;
- (c) die naam en kontakbesonderhede van die voldoeningsdepartement van die versekeraar en besonderhede van prosedures (as daar is) vir die beslegting van klagtes deur polishouers, insluitend klagtes ten opsigte van betrokke onafhanklike tussengangers of verteenwoordigers;
- (d) eisaanmeldingsprosedures;
- (e) naam, klas of tipe van betrokke polis;
- (f) aard en omvang van geldelike verpligtinge deur die polishouer aanvaar, wyse van betaling van premies, betaaldatum vir die betaling van premies en die gevolge van nie-betaling van sodanige premies.

4.3 Met betrekking tot die wysiging van 'n polis, moet die versekeraar verseker dat minstens die volgende openbaarmakings aan die polishouer gedoen word, so gou moontlik voor die wysiging van die polis:

- (a) naam, klas of tipe van betrokke polis;
- (b) aard van indemnifisering (voordele) vir die polishouer, wyse van ontlening of verkryging daarvan, en wyse van betaling of verskaffing van indemnifisering (voordele), na gelang van die geval;
- (c) aard en omvang van geldelike verpligtinge aanvaar deur die polishouer, wyse van voldoening daaraan en gevolge van nie-voldoening; en
- (d) beladings, bybetalings betaalbaar, uitsluitings of ander besondere bepalinge of voorwaardes.

Ander openbaarmakings

5.1 Die bepalings van hierdie Deel word nie uitgelê as sou dit 'n betrokke versekeringsparty in enige besondere geval verhinder om ander of bykomende openbaarmakings aan 'n polishouer voor die effektiewe datum te doen nie, waar sodanige openbaarmakings die beter bereiking van die oogmerke van hierdie Reëls sal bevorder en nodig of dienstig geag word onder die omstandighede van die betrokke geval, of om aan enige ander kode van bepalings oor besigheidgedrag wat wettiglik op enige sodanige party van toepassing is, te voldoen.

5.2 Enige daaropvolgende veranderinge aan inligting bedoel in Reëls 4.1(b) en 4.2 (b), moet skriftelik aan die polishouer bekend gemaak word.

Gestandaardiseerde openbaarmakings

6. 'n Versekeraar, of enige onafhanklike tussenganger met die instemming van die versekeraar kan, sonder afbreuk aan die bepalings van Reëls 3 en 4, gestandaardiseerde openbaarmakingsdokumentasie opstel ten opsigte van enige besondere klas of tipe polis of versekeringstransaksie, om gebruik te word met die doel om aan die bepalings van hierdie Deel te voldoen: Met dien verstande dat -

- (a) sodanige dokumentasie geldig is op die betrokke effektiewe datum; en
- (b) sodanige gebruik nie enige betrokke versekeringsparty onthef van voldoening aan enige openbaarmakingsvereiste van hierdie Deel wat nie, of nie volledig, in sodanige dokumentasie aangespreek word nie.

Gevolge van nie-voldoening

7.1 Waar 'n polishouer van oordeel is dat 'n bepaling van hierdie Deel oortree is of nie aan voldoen is nie deur enige versekeringsparty betrokke by 'n polis deur hom of haar gehou, kan sodanige polishouer 'n skriftelike klagte by die betrokke versekeringsparty indien en, indien so 'n klagte nie tot bevrediging van die polishouer opgelos word nie, by die Registrateur: Met dien verstande dat die voorgaande bepalings van hierdie subreël met die nodige veranderinge ook van

toepassing is op enige versekeraar, onafhanklike tussenganger of enige ander belanghebbende lid van die publiek wie of wat van oordeel is dat enige bepaling van hierdie Deel in verband met enige polis en in enige bepaalde geval oortree is of nie aan voldoen is nie.

7.2 Die Registrateur moet, by ontvangs van enige sodanige klagte, die betrokke versekeringsparty by skriftelike kennisgewing versoek om die Registrateur binne 'n tydperk deur die Registrateur bepaal, te voorsien van 'n volle antwoord op die klagte.

7.3 (a) Die Registrateur kan, of 'n inspeksie uitgevoer is al dan nie, en waar 'n oortreding van hierdie Reëls tot die Registrateur se bevrediging vasgestel is, na mededeling aan die betrokke versekeringsparty of -partye van die voorneme om aldus op te tree en die verlening aan hulle van 'n redelike geleentheid om daarop te antwoord, by skriftelike kennisgewing van enige betrokke versekeringsparty vereis om besondere regstellende stappe ooreenkomstig 'n gespesifiseerde tydrooster te doen, en die Registrateur kan enige ander stap in verband met die oortreding doen wat regtens vir die Registrateur beskikbaar is.

(b) 'n Betrokke versekeringsparty aan wie 'n kennisgewing beoog in Reël 7.2 of paragraaf (a) van hierdie subreël gerig is, moet binne die tydperk in die kennisgewing deur die Registrateur bepaal, of binne enige verlengde tydperk deur die Registrateur op skriftelike aansoek van die versekeringsparty bepaal, aan die vereistes gestel in die betrokke kennisgewing voldoen.

DEEL III

REËLS OOR NIETIGE BEPALINGS EN FORMAAT

Nietige bepalings

8.1 'n Bepaling van 'n polis waarvan die effektiewe datum van die afsluiting daarvan 'n datum op of na 'n datum 90 dae na die datum bedoel in artikel 55(5) van die Wet is, is nietig in die mate waarin dit uitdruklik of by implikasie bepaal –

- (a) dat die polishouer in verband met enige eis kragtens die polis verplig mag word om 'n poligraaf-, leunverklidders- of ander waarheidsverifikasie, of enige ander soortgelyke -toets of -prosedure te ondergaan, wat voorsien of beskikbaar gestel word deur die versekeraar of enige ander persoon ingevolge 'n reëling met die versekeraar en wat afgeneem word onder beheer van die versekeraar of sodanige ander persoon;
- (b) vir 'n aanmoediging van enige aard vir 'n polishouer om vrywillig toe te stem om 'n toets of prosedure beoog in paragraaf (a) van hierdie subreël te ondergaan waar die polishouer 'n eis kragtens die polis indien;
- (c) dat waar 'n polishouer onder ander omstandighede as daardie beoog in paragraaf (b) van hierdie subreël vrywillig toestem om 'n toets of prosedure beoog in paragraaf (a) van hierdie subreël te ondergaan waar die polishouer 'n eis kragtens die polis indien, en die polishouer nie sodanige toets slaag nie, die eis gerepudieer of die polis nietig sal word bloot op grond van sodanige mislukking om die toets of prosedure te slaag;
- (d) dat in die geval van enige geskil wat uit die polis ontstaan, die geskil slegs deur middel van arbitrasie besleg kan word; en
- (e) dat 'n versekeraar 'n eis kan repudieer op grond van nie-betaling van 'n premie op die betaaldatum, indien betaling gedurende die grasietydperk bedoel in Reël 10.5 gedoen is, ongeag of die betaling voor die gebeure waaruit die eis ontstaan het, gedoen is.

8.2 Reël 8.1(d) word nie vertolk as sou dit 'n bepaling in 'n polis dat die partye, nadat 'n geskil kragtens 'n polis ontstaan het, vrywillig kan ooreenkom om die geskil na arbitrasie te verwys, ongeldig maak nie of, in die afwesigheid van so 'n bepaling, om 'n ooreenkoms te dien effekte tussen die partye ongeldig te maak nie.

Formaat van polisse

9. 'n Betrokke versekeraar moet verseker dat 'n polis waarvan die effektiewe datum van die afsluiting daarvan 'n datum op of na 'n datum 90 dae vanaf die datum bedoel in artikel 55(5) van die Wet is, slegs uitgereik word aan 'n betrokke polishouer indien die bepalings van die polis uiteengesit word, met betrekking tot uitleg, lettertipes en spasiëring, op 'n maklik leesbare wyse en indien die bewoording van elke bepaling van die polis 'n redelik duidelike vasstelbare betekenis het.

DEEL IV**ALGEMENE REËLS****Bykomende verpligtinge van versekeraars en onafhanklike tussengangers**

10.1 (a) Behoudens paragraaf (b) van hierdie subreël, moet 'n versekeraar waar 'n ooreenkoms gesluit staan te word met 'n onafhanklike tussenganger vir die lewering van dienste as onafhanklike tussenganger, die onafhanklike tussenganger voorsien van 'n skriftelike mandaat of gesag om namens die versekeraar op te tree, wat die bepalings en voorwaardes van so 'n mandaat of gesag uiteensit.

(b) 'n Versekeraar moet in die geval van 'n ooreenkoms beoog in paragraaf (a) van hierdie subreël wat onmiddellik voor die datum beoog in artikel 55(5) van die Wet bestaan, en wat nie 'n skriftelike mandaat of gesag beoog in paragraaf (a) van hierdie subreël bevat nie, so 'n onafhanklike tussenganger binne 30 dae van sodanige datum van so 'n skriftelike mandaat of gesag voorsien.

10.2 'n Betrokke versekeringsparty -

(a) moet verseker dat enige debietorder wat deur 'n polishouer op of na 'n datum 30 dae na die datum bedoel in artikel 55(5) van die Wet onderteken moet word vir die betaling van enige premies aan so 'n party, nie opgestel word ten gunste van enige ander persoon (hetsy gesamentlik met die betrokke versekeringsparty of as 'n alternatief) as so 'n eersgenoemde party nie; en

- (b) mag nie enige debietorder onderteken deur 'n polishouer eensydig beëindig sonder om die polishouer vooraf minstens 30 dae voor die effektiewe datum van so 'n beoogde beëindiging skriftelik in kennis te stel van die voorneme om aldus die debietorder te beëindig nie.

10.3 (a) 'n Versekeraar mag nie 'n polis eensydig beëindig sonder om kennis te gee soos uiteengesit in paragraaf (b) van hierdie subreël nie.

- (b) Die versekeraar kan kennis gee of –
- (i) regstreeks aan die polishouer; of
 - (ii) deur sigself tevrede te stel dat kennis aan die polishouer deur die onafhanklike tussenganger gegee is; of
 - (iii) indien (i) of (ii) nie moontlik is nie, by publikasie van sodanige kennisgewing in twee uitgawes van 'n nuusblad wat sirkuleer in alle gebiede waar dit redelikerwys geglo word die polishouers woonagtig is; 'n kopie van sodanige kennisgewing moet voor publikasie na die Registrateur deurgestuur word.

10.4 'n Versekeraar moet verseker dat waar enige besluit geneem is oor die repudiering van enige eis kragtens 'n polis, of met betrekking tot die omvang van 'n eis in geskil, die betrokke polishouer skriftelik ingelig word oor die redes vir die besluit en dat die polishouer binne 'n tydperk van minstens 90 dae na die datum van die betrokke besluit vertoë kan rig aan die betrokke versekeraar oor so 'n besluit. Bedoelde 90 dae mag nie ingesluit word in enige tydsbeperkende tydperk vervat in die polis vir die instel van regsverrigtinge nie.

10.5 'n Versekeraar moet verseker dat 'n polis wat afgesluit staan te word op of na 'n datum 90 dae na die datum bedoel in artikel 55(5) van die Wet, 'n bepaling oor 'n grasietydperk vir die betalings van premies van nie minder nie as 15 dae na die betrokke betaaldatum bevat. Met dien verstande dat in die geval van 'n maandelikse polis, so 'n bepaling van toepassing moet wees met ingang van die tweede maand van die geldigheidsduur van die polis.

- 10.6 Die praktyk van ondertekening van oningevulde of gedeeltelik ingevulde vorms deur 'n polishouer, waarby iemand anders in 'n latere stadium die besonderhede invul, is kragtens hierdie Reëls 'n misdryf deur die betrokke versekeringsparty.

Beëindiging en verandering van sekere ooreenkomste en verhoudinge

- 11.1 Geen beëindiging van enige ooreenkoms beoog in Reël 10.1(a) and (b) tussen enige versekeraar en 'n onafhanklike tussenganger, ongeag of wedersyds op die beëindiging besluit is al dan nie, of deur een party by kennisgewing aan die ander bewerkstellig word, is geldig nie tensy -

- (a) alle polishouers wat steeds geldende polisse hou wat afgesluit is deur daardie versekeraar deur bemiddeling van daardie onafhanklike tussenganger vooraf ingelig is van die beëindiging ooreenkomstig Reël 10.3(b), deur of die versekeraar of die onafhanklike tussenganger of deur beide; en
- (b) beide sodanige versekeringspartye vooraf tevrede is dat alle redelike stappe gedoen is vir sodanige inligting om alle sodanige polishouers te bereik.

- 11.2 Die bepalings van Reël 11.1 is, met die nodige veranderinge, van toepassing op enige verandering wat plaasvind in die status of verhouding, of gesag of mandaat, van enige onafhanklike tussenganger, beoog in Reël 4.1(c).

Rekords, moniteringstelsels en jaarlikse verslae

- 12.1 (a) 'n Betrokke versekeringsparty moet verseker dat rekords gehou word van alle openbaarmakings gedoen, met inbegrip van die wyse van openbaarmaking, ten opsigte van die afsluiting of wysiging van enige besondere polis. Hierdie rekords moet beskikbaar gehou word vir inspeksie deur die Registrateur vir 'n tydperk van minstens drie jaar.
- (b) Kopieë van sodanige openbaarmakingsdokumente moet aan die polishouer verskaf word.

- (c) Dit word nie van die betrokke versekeringspartye vereis om die openbaarmakingsdokumente self te hou nie maar hulle moet verseker dat dit vir inspeksie beskikbaar is binne 7 dae van die Registrateur se versoek.

12.2 Versekeraars en onafhanklike tussengangers, soos toepaslik, moet binne 6 maande na die datum van inwerkingtreding van hierdie Reëls verseker dat hulle voorsiening maak:

- (a) vir moniteringstelses om vas te stel of daar voldoen word aan hierdie Reëls;
- (b) waar nodig, vir inligting of opleidingskursusse vir persone in diens geneem of gekontrakteeer vir sodanige besigheid, ten opsigte van die implementering deur hulle van hierdie Reëls;
- (c) vir die akkreditering van onafhanklike tussengangers, binne 6 maande nadat so 'n persoon aktief geword het, van die betrokke kennis, bevoegdheid en vaardigheid van sodanige persone in die produkte wat hulle bemark; en
- (d) vir die deurlopende aantekening van die kennis, bevoegdheid en vaardigheid van geakkrediteerde persone.

12.3 Elke versekeraar moet, binne 'n tydperk van vier maande na die einde van elke finansiële jaar van die versekeraar, 'n skriftelike verslag by die Registrateur indien ten opsigte van die tydperk van elke sodanige finansiële jaar, oor -

- (a) alle stappe deur die versekeraar gedoen om voldoening aan die bepalings van hierdie Reëls te verseker, en die redes vir enige nie-voldoening wat mag voorgekom het;
- (b) probleme ondervind deur die versekeraar en enige van sy verteenwoordigers met die uitleg of implementering van hierdie Reëls, en voorstelle of aanbevelings vir verbeterings of ander wysigings; en

- (c) volle besonderhede van enige klagtes ontvang deur die versekeraar in verband met die implementering van hierdie Reëls, en van alle stappe in verband daarmee gedoen.

Besondere pligte van Registrateur

13. Die Registrateur -

- (a) kan enige stap doen wat nodig of dienstig geag word om polishouers en die publiek in die algemeen in te lig oor die bestaan, omvang en betekenis van hierdie Reëls en van beskikbare kanale of meganismes vir die indiening van klagtes;
- (b) moet verseker dat kopieë van hierdie Reëls en van enige riglyne bedoel in paragraaf (c) van hierdie Reël gereedlik beskikbaar is by die kantoor van die Registrateur vir verspreiding op versoek van enige persoon teen 'n redelike geld bepaal op 'n nie-wins grondslag deur die Registrateur om kostes en uitgawes te dek;
- (c) kan van tyd tot tyd, met die instemming van die Advieskomitee, nie-bindende -
 - (i) riglyne uitreik oor die uitleg en implementering van hierdie Reëls; en
 - (ii) direkteuwe uitreik vir beste gedrag vir onafhanklike tussengangers en verteenwoordigers; en
- (d) moet -
 - (i) jaarliks 'n voldoeningsoorsig opstel wat die effek van verslae bedoel in Reël 12.3 opsom en advies bevat wat nodig of dienstig geag word in verband met die bereiking van die oogmerke van hierdie Reëls, met inbegrip van aanbevelings oor die wysiging van hierdie Reëls of van

die Wet, insluitend advies wat nie spesifiek verband hou met sodanige verslae nie; en

- (ii) sodanige voldoeningsoorsig aan die Advieskomitee vir oorweging voorlê.

Afstanddoening van regte

14. Geen afstanddoening deur enige polishouer van enige reg of voordeel verleen deur hierdie Reëls is geldig nie.

Strawwe

15. 'n Betrokke versekeringsparty wie of wat 'n bepaling van hierdie Reëls oortree of versuim om daaraan te voldoen, is skuldig aan 'n misdryf en strafbaar by skuldigbevinding met 'n straf of boete bedoel in artikel 64(1)(c) of 65(1)(c), na gelang van die geval, van die Wet.

DEEL V**16. BEPAALDE REËLS MET BETREKKING TOT LLOYD'S**

- 16.1 By die toepassing van hierdie Reëls word 'n ope mark korrespondent van Lloyd's beskou as 'n onafhanklike tussenganger en moet daarom voldoen aan die vereistes van die Reëls vir sover hulle betrekking het op onafhanklike tussengangers. Dekkingshouers van Lloyd's word beskou as artikel 48(2)-tussengangers en moet aan die reëls voldoen vir sover hulle betrekking het op versekeraars.

DEEL VI**17. BESONDERE BEPALINGS MET BETREKKING TOT BEMARKING VAN PRODUKTE REGSTREEKS AAN DIE PUBLIEK****17.1 Telefoonverkope**

Televerkope-personeel moet aan die polishouer bekend maak dat hulle kommissie ontvang en die bedrag daarvan.

- 17.1.1 By die toepassing van hierdie Deel, hoef die volgorde van Reël 4.1 en 4.2 nie gevolg te word in die volgorde voorgehou in die Reëls nie. Die volgorde kan verander word mits alle openbaarmakings aan die voornemende polishouer gedoen word voordat die telefooninteraksie tot 'n einde kom. Dit is 'n vereiste dat die oproep stemopnemend moet wees, en dat volle openbaarmaking skriftelik aan die polishouer gedoen moet word na die televerkoop. Die versekeraar of tussenganger moet in staat wees om 'n kopie van die stemopname te kan verskaf.

17.1.2 Die bepalings van Reël 4.(2)(c) hoef slegs aan die polishouer verskaf te word in die skriftelike openbaarmakings wat na die verkoop aan die polishouer verskaf word. Dit is voldoende om in die loop van die transaksie aan te dui dat die versekeraar oor 'n voldoeningsdepartement beskik en om basiese kontakbesonderhede soos telefoonnommer en adres te verskaf. Die regstreekse bemerkers is nie verplig om die Statutêre Kennisgewing te gee nie indien al die openbaarmakings in die kennisgewing beoog in die loop van die transaksie gedoen word en skriftelik of met 'n stemopname aangeteken word. Die vereistes van Reël 4.2(b) hoef nie ten volle openbaar gemaak te word nie maar moet na die verkoop skriftelik aan die polishouer bevestig word.

17.1.3 Waar gebruik gemaak word van 'n handelsinligtingsadvertensie, kan openbaarmaking in die advertensie gedoen word. By die toepassing van hierdie paragraaf word handelsinligtingsadvertensie omskryf om die volgende te beteken:

"'n Handelsinligtingsadvertensie beteken reklamemateriaal van langer as twee minute in duur wat uitgesaai word in visuele en/of oudioformaat. Dit word gewoonlik aangebied in 'n programformaat en bevorder die belange van 'n persoon, produk of diens. Dit behels 'n direkte aanbod aan die publiek van 'n produk of diens teen betaling, en bevat gewoonlik 'n demonstrasie van die gebruik van die betrokke produk of diens, en sluit materiaal in bekend as teleinkope, tuisinkope, regstreekse bemerking en regstreekse verkope."

17.2 By bemerking deur middel van Direkte Posbestelling, Media-Advertensies en Insetse (met aansoekvorm), is dit nie 'n vereiste om afsonderlike dokumente vir openbaarmaking ingevolge die Reëls of Statutêre Kennisgewing te laat druk nie. Dit word nie vereis om enige openbaarmakings gedoen in die teks van die aanbod in enige spesifieke openbaarmakingsaddendum of -bladsy te herhaal nie.

17.3 Media-Advertensies met inbegrip van Insetsels (sonder aansoekvorm), Flits-Televisie en Radioreklame wat ontwerp is om bewustheid aan te wakker word nie beskou as deel van die versekeringstransaksie nie en daarom word geen openbaarmaking ingevolge die Reëls beoog nie. Enige kontak deur voornemende polishouers sal van die betrokke versekeringspartye vereis om openbaarmakings ingevolge die Reëls wat van toepassing is op telefoonverkope te doen.

DEEL VII

18. STATUTêRE KENNISGEWING AAN KORTTERMYNVERSEKERING-POLISHOUERS BELANGRIK - LEES ASSEBLIEF SORGVULDIG

OPENBAARMAKINGS- EN ANDER REGSVEREISTES

(Hierdie kennisgewing vorm nie deel van die Versekeringskontrak of enige ander dokument nie)

U het as korttermynversekerings-polishouer, of voornemende polishouer, die reg tot die volgende inligting:

<p>1. Oor die tussenganger (versekeringsmakelaar)</p> <ul style="list-style-type: none"> (a) Naam, fisiese adres en posadres en telefoonnommer. (b) Regstatus en enige belang in die versekeraar. (c) In besit van professionele indenniteitsversekering of nie. (d) Besonderhede oor hoe om 'n eis in te stel. (e) Randbedrag van betaalbare fooie en kommissie. (f) Skriftelike mandaat om namens versekeraar op te tree. <p>2. Oor die versekeraar</p> <ul style="list-style-type: none"> (a) Naam, fisiese en posadres en telefoonnommers. (b) Telefoonnommer van voldoeningsdepartement van die versekeraar. (c) Besonderhede oor hoe om 'n eis en/of 'n klagte in te dien. (d) Tipe polis betrokke. (e) Omvang van premieverpligtinge wat u as polishouer onderneem. (f) Wyse van betaling van premie, betaaldatum van premies en gevolge van nie-betaling. <p>3. Ander belangrike aangeleenthede</p> <ul style="list-style-type: none"> (a) U moet ingelig word oor wesenlike veranderinge aan die inligting bedoel in paragraaf 1 en 2. (b) Indien die inligting in paragrafe 1 en 2 mondelings verskaf is, moet dit binne 30 dae skriftelik bevestig word. (c) Indien enige klagte aan die tussenganger of versekeraar nie tot u bevrediging opgelos word nie, kan u die klagte voorlê aan die 	
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Registrateur van Korttermynversekering.

- (d) Poligraaf- of enige leunverklikkerstoets is nie verpligtend in die geval van 'n eis nie en mislukking daarin kan nie die enigste rede vir repudiëring van 'n eis wees nie.
- (e) Indien premies deur debietorder betaal word:
- (i) mag dit slegs ten gunste van een persoon wees en mag dit nie sonder u goedkeuring oorgedra word nie, en
 - (ii) moet die versekeraar u skriftelik in kennis stel minstens 30 dae voor die kansellering daarvan, van sy voorneme om sodanige debietorder te kanselleer.
- (f) Die versekeraar, en nie die tussenganger nie, moet redes verskaf vir die repudiëring van u eis.
- (g) U versekeraar mag nie u versekering kanselleer slegs deur u tussenganger in kennis te stel nie. Daar is 'n verpligting om seker te maak dat die kennisgewing aan u gestuur is.
- (h) U is geregtig op 'n kopie van die polis sonder enige koste.

4. Waarskuwing

Moenie enige oningevulde of gedeeltelik ingevulde vorm onderteken nie.
 Voltooi alle vorms in ink.
 Hou alle dokumente aan u gelewer.
 Hou aantekening van wat aan u gesê word.
 Moenie onder druk geplaas word om die produk te koop nie.
 Onjuistheid of nie-openbaarmaking deur u van relevante feite kan invloed uitoefen op 'n versekeraar oor u eise wat uit u versekeringskontrak ontstaan.

5. Besonderhede van Ombudsman vir Korttermynversekering wie beskikbaar is om u te adviseer in die geval van eise probleme wat nie bevredigend deur die versekeringstussenganger en/of die versekeraar opgelos word nie.

Posbus 30619
 BRAAMFONTEIN
 2017

Tel (011) 339-6525
 Faks: (011) 339-7065

6. Besonderhede van Registrateur van Korttermynversekering

Raad op Finansiële Dienste
 Posbus 35655
 MENLO PARK
 0102

Tel: (012) 428-8000
 Faks: (012) 347-0221

(U mag verlang word om 'n kopie van hierdie dokument te teken.)

DEEL VIII

TITEL

19. Titel

Hierdie Reëls heet die Reëls op Beskerming van Pollshouers (Korttermynversekering),
2001, en tree in werking op 'n datum in die Staatskoerant gepubliseer.

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Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001

Publications: Tel: (012) 334-4508, 334-4509, 334-4510

Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504

Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737

Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001

Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510

Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504

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