



DONALDSON  
ADVISORY GROUP

## STANDARD TERMS & CONDITIONS

### 1. Introduction

1.1. These standard terms and conditions of business set out the terms and conditions of business in respect of the relationship between us and our Clients and will apply where we render Services to the Client or place insurances on behalf of our Clients, irrespective of whether or not there is a signed agreement in place.

1.2. These standard terms and conditions of business together with any Confirmation of Services constitute the entire agreement between us and the Client and supersedes all prior communications, agreements and understandings of the parties.

### 2. Definitions

In these standard terms and conditions of business, the words used shall bear the meaning assigned to them below:-

2.1. "Additional Services" means services which do not constitute Intermediary Services.

2.2. "Advice" means advice as defined in the FAIS Act.

2.3. "Affiliate" means, with respect to a party, an entity that is Controlled by, Controlling or in the common Control with that party, where "Control" means the power to direct or cause the direction of the management of policies of an entity, whether through the ownership of voting shares, by contract or otherwise.

2.4. "Donaldson Group/us/we/our" means the Donaldson Group entity listed in the table above providing the Services to the Client and includes its Affiliates.

2.5. "Beneficiaries" means all of your Affiliates and agents and/or natural persons (including employees) that are beneficiaries or recipients of the Services provided by us and/or our Affiliates.

2.6. "Client/you/your" means the party to whom we render the Services.

2.7. "Confirmation of Services/Confirmation" means an agreement and/or letter which confirms that we render certain Services to the Client.

2.8. "ECT Act" means the Electronic Communications and Transactions Act, 25 of 2002 and any amendments thereto from time to time.

2.9. "Electronic Signature" means, notwithstanding any definition contained in the ECT Act, an electronic signature generated via a reputable platform with a unique security ID code together with a summary generated by the platform.

2.10. "FAIS" means the Financial Advisory and Intermediary Services Act, No 37 of 2002, as amended from time to time.

2.11. "General Data Protection Regulation" or "GDPR" means the Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data (Regulation (EU) 2016/679), which came into force in the European Union on 25 May 2018, along with the codes of practice, codes of conduct, binding regulatory guidance and standard clauses and other related legislation, as updated from time to time.

2.12. "Insurance Act" means the Insurance Act 18 of 2017 and any amendments thereto from time to time.

2.13. "Insurer(s)" means an insurer licensed in South Africa or elsewhere to provide non-life insurance.

2.14. "Insurance Policy/ies" means a non-life insurance policy as defined in the Insurance Act.

2.15. "Intermediary Services" means "services as intermediary" as defined in the STIA.

2.16. "Parties" means us and you together and "Party" means us or you

2.17. "Personal Information" means any information relating to (i) an identified or identifiable natural person as defined in the GDPR and/or POPIA and, (ii) an identified or identifiable legal entity as defined in POPIA.

2.18. "POPIA" means the Protection of Personal Information Act, 4 of 2013 (as amended from time to time) and all regulations promulgated in terms of it.

2.19. "Representatives" means all or any of our Affiliates, our employees or agents and our Affiliates' employees or agents.

2.20. "Services" means the services to be rendered by us to you, as set out below and in the Confirmation of Services or any other agreement under which Services are provided.

2.21. "STIA" means the Short term Insurance Act 58 of 1998 as amended from time to time and all regulations promulgated in terms of it.

2.22. "VAT" means value added tax. The words "execute," "execution," "signed," "signature," and words of like import shall be deemed to include Electronic Signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the ECT Act. "Writing" includes emails and voice recordings.

### 3. Services



DONALDSON  
ADVISORY GROUP

3.1. In our capacity as a licensed Financial Services Provider we provide Intermediary Services in respect of Insurance Policies provided by Insurers and Additional Services which are generally set out in the Confirmation of Services.

3.2. We will render the Services in accordance with these standard terms and conditions of business. The Services provided in respect of a Client are such Services which have been agreed between us and the Client.

#### 4. Duties of the Client

##### 4.1. General:

###### 4.1.1. You undertake to:

4.1.1.1. notify us of any change of your contact details in writing;

4.1.1.2. ensure that premiums and fees are paid timeously;

4.1.1.3. provide complete and correct information whenever required;

4.1.1.4. act in good faith towards us;

4.1.1.5. respond timeously to any requests in respect of your Insurance Policies in particular when they are due for renewal;

4.1.1.6. carefully read all confirmations of cover, schedules, policies and other documents as soon as received to ensure that they meet your requirements and that any errors are reported and rectified as soon as possible. We will assume that the information is correct should you not provide any feedback in this regard within 14 (fourteen) days of receipt of the documents. Correction of errors may not always be backdated to inception of the Insurance Policy.

4.1.2. If you are a juristic person, you warrant that the director or officer or partner or employee who represents you in your dealings with us, is duly authorized to do so.

##### 4.2. Duty of Disclosure:

4.2.1. You are obliged to disclose, before the Insurance Policy is concluded, each "material" circumstance or information which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk, as well as determining the appropriate premium. The obligation of disclosure is not limited to material circumstances or information of which you are aware but also extends to those circumstances of which you ought to be aware of in the ordinary course of your business. This obligation continues throughout the duration of your Insurance Policy.

4.2.2. If there is any breach of duty to act with utmost good faith or failure to disclose any material circumstance or information to Insurers, Insurers may be entitled to void the Insurance Policy from inception or repudiate claims.

4.2.3. The duties of utmost good faith and full disclosure are applicable to the renewal, extension, amendment of any policy or replacement of cover with a new Insurer as well as to the making of claims or wherever you are required, under the terms of the Insurance Policy to provide information to Insurers.

4.2.4. You must take care to ensure that all the information provided to us is timeous, accurate and complete.

4.2.5. You agree that you will not hold us liable and you waive any claim against us for any loss or damages suffered by you as a result of incorrect/incomplete information being furnished to us.

4.3. Proposal forms for Insurance Policies: Certain classes of insurance require you to complete a proposal form or questionnaire. We will provide Advice and assistance you may reasonably require, but we cannot complete or sign the form on your behalf. In completing a proposal, claim form or other document relating to an Insurance Policy, the provision and accuracy of all answers, statements and/or information is your sole responsibility.

##### 4.4. Risk Information:

4.4.1. You will be required to immediately advise us of any material change which may in any way affect the assessment of the risk and the decision of the Insurer to insure the risk and to determine the premium at which such risk to be insured. You are required to provide updated risk information to us including but not limited to claims information which will be used for the purposes of obtaining renewal or updated terms from Insurers.

4.4.2. All insured values / sums insured provided or accepted by you are deemed to be adequate for your purposes and to include VAT at the prevailing rate (unless otherwise stated).

4.4.3. If insured values / sums insured are too low and you are under-insured, then the term known as average ("Average") will apply. Average means that if the value of the property is greater than the sum insured, you shall bear the risk of the difference in value. You bear the responsibility to ensure the adequacy of sums insured, and we shall not be liable in any way in the event that you are underinsured and Average applies.

4.4.4. 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 Insurance Policy, the Insurer must be given prior written notice to enable it to either continue to provide cover on an unchanged basis or impose additional terms and conditions and/or an additional premium. Failure on your part may lead to Insurers rejecting any claim in respect of the increased risk. Where the subject matter of the insurance is so altered as to make it a different risk (as opposed to increasing the risk), Insurers may consider themselves not to be on risk.

#### 5. Global Accounts / International Insurance Programmes:

Donaldson Group (Pty) Ltd T/A Donaldson Advisory Group is an Authorised Financial Services Provider FSP 53166

Company Registration 2023/517543/07

Directors: Roger David Donaldson



DONALDSON  
ADVISORY GROUP

In the event that we arrange insurance coverage for you and you are part of a group of companies / entities that falls under an international insurance programme arranged outside of South Africa by one of the other Donaldson Group companies, then you agree that:

- 5.1. you will have no claim against us, whether in contract or in delict, relating to such programme and that our contractual or delictual liability only relates to the insurance coverage arranged by us for you in South Africa;
- 5.2. if you or one of your related companies, employees or agents claims against us, in relation to such international insurance programme, then you agree to indemnify and hold us harmless in respect of such claim, as well as all related liabilities in respect of such claim, including costs and expenses incurred in resisting such claim.

## 6. Provision of Insurance Premium Costings

- 6.1. We will, when providing a quotation for the placement of your insurances, use our best efforts to ensure its accuracy and that we can place it at the quoted price.
- 6.2. In cases where we are requested to provide estimated terms without approaching the market, we cannot confirm the final premium until we have agreed the costing and terms with Insurers.
- 6.3. We will inform you of the premium payable to Insurers as well as when the payment is due together with the terms and conditions and of the scope of coverage which has been agreed with them.

## 7. Renewal of Cover

- 7.1. Unless otherwise agreed or stated by your insurer or in your Insurance Policy, we will renew your cover in accordance with expiring sums insured and/or limits. We will advise you in writing of the proposed renewal terms including any amendments. All proposed amendments to your Insurance Policies will be deemed to take effect on the renewal date. It is your responsibility to advise us of your renewal requirements before the expiry of any period of insurance cover and should you not accept the proposed amendments, you will be obliged to immediately inform us in writing.
- 7.2. We will not be held liable for any loss and/or damages where you have failed to provide written instructions regarding the renewal of Insurance Policies.

## 8. Confirmation of Cover

We will confirm that we have placed cover or effected your required changes as soon as reasonably possible.

## 9. Donaldson Group Products

We design, develop and own Donaldson Group products for specific risks or niche market requirements and appoint selected Insurers to underwrite the Insurance Policies that form part of such Donaldson Group products. Where appropriate, we may recommend a Donaldson Group product when we are of the view that it is appropriate for your needs. Insurers may pay us additional remuneration in recognition of the additional work required to develop, design and manage these Donaldson Group products. Extra remuneration paid to us by Insurers will be disclosed to you. These Donaldson Group products are only available to our clients. If our appointment as your broker is terminated, you will no longer be able to access these Donaldson Group products. This means that if you go directly to the Insurer that underwrites the Donaldson Group product or another Insurer or obtain cover via another broker, you will not be able to access the Donaldson Group product.

## 10. Payment of Premium and Fees

- 10.1. You are responsible for the payment, in full, of the premium. Your Insurance Policy will state that all premiums are payable on or before the inception of cover. If you do not pay your premiums timeously, cover under the Insurance Policy may be jeopardised.
- 10.2. Premiums paid to us are treated as having been received by the Insurer when received in our bank account and claims payments and premium refunds are treated as having been received by you when the money leaves our bank account to a bank account nominated by you.
- 10.3. Your acceptance of the standard terms and conditions of business and Confirmation of Services constitutes explicit acceptance of all fees, charges and other remuneration for our Services. You will be deemed to have accepted the standard terms and conditions of business and Confirmation of Services whenever we provide any Services to you.



DONALDSON  
ADVISORY GROUP

10.4. Where we collect premiums from you for your Insurer, any fee that we may agree with you is payable to us and will appear either on a separate fee invoice or on our premium notification document as a separate charge from the premium, for combined payment by you.

10.5. Except by specific agreement from Insurers or ourselves, part payment of premium and our fees, is not acceptable.

10.6. In the event of premiums being paid by monthly debit order, you will be required to provide us with a debit order authorisation.

10.7. No cash payments will be accepted by us.

10.8. You agree and acknowledge that if you fail to comply with any premium payment warranty or condition, the Insurer may have the right to refuse to pay any claims in respect of losses that occur before the premium payment warranty or condition has been complied with.

10.9. You agree that we will not be obligated to make any payment of premium on your behalf where we have not received cleared funds from you. This includes, for the avoidance of doubt, where a debit order lapses.

10.10. In return for us providing the Services, we will be entitled to be paid a fee and/or commission. Fees are earned in full at the time of the placement of the relevant Insurance Policy and we will be entitled to all fees in respect of the full Insurance Policy period (even where you terminate the Insurance Policy and/or our appointment and/or these terms). Our fees are not conditional upon the successful conclusion of an insurance policy and we reserve the right to be paid on a pro rata basis for Services provided prior to placement, on our prevailing hourly rate.

## 11. Claims

11.1. Claims, losses or any circumstances which could give rise to a claim must be notified immediately and within any time limit specified in your Insurance Policy. Such notifications can be made either through us or direct to your Insurer and must include all material facts concerning the claim, loss or circumstances. Where circumstances require, we will advise you how to proceed with the quantification and submission of your claim. We will on request monitor and support you through the claim settlement process and advise you of any special requirements advised by your Insurers.

11.2. 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 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 position to provide such advice or services and what the cost of that advice or services should be if we agree to provide same. In such a case we will enter a separate fee arrangement with you.

11.3. In certain circumstances as defined in some insurance policies, Insurers will include pre-agreed claims preparation costs in addition to any loss or benefit payable under the policy. These costs may include, administrative costs, including but not limited to, legal advice, police reports, tracing agents, travelling incurred during the claims negotiation. Where you ask us to assist in such claims preparation work we will charge a fee commensurate with the cost of the work performed for you. You will be liable to us for such costs even if your Insurer declines to admit them under the claim.

11.4. Should our appointment as your broker be terminated, any outstanding claims, including copies of records and files pertaining to such claims will be handed over to any new intermediary appointed by you. Should you not appoint a new intermediary or for any other reason require us to continue to handle such unfinalized claims through to closure, we reserve the right to charge you a fee for this claims run-off service.

## 12. Financial Security of Insurers

12.1. It is our policy to place your cover with reputable and creditworthy Insurers. We do not accept responsibility for, or guarantee, the solvency of Insurers or their ability to pay claims.

12.2. If you require us to place all or part of your insurance cover with an Insurer that is not on our approved list of Insurers, we will require your written authorisation to do so and you agree to indemnify and hold us harmless against any loss and/or damages that may arise in this regard.

## 13. Remuneration

13.1. Our remuneration in terms of legislation, comprises of commission for intermediary services, binder and outsource fees received directly from the Insurers for any functions they may outsource to us as well as fees we agree with our clients.

13.2. We are part of a financial and professional services group of companies, the Donaldson Group. There are other entities of the Donaldson Group that may provide services and earn remuneration in connection with insurances we



DONALDSON  
ADVISORY GROUP

place for you. These services are kept separate and distinct from the Services that we provide to you to prevent any conflict of interest.

#### 14. Confidentiality of Information

- 14.1. "Confidential Information" is any information provided by one party to these standard terms and conditions (the "Disclosing Party") to the other party (the "Receiving Party") which is non-public, confidential or proprietary in nature.
- 14.2. Except as set out below, the Receiving Party agrees to keep all Confidential Information received from the Disclosing Party confidential and to take appropriate measures to protect the privacy and confidentiality of Confidential Information as well as comply with all applicable laws and regulations.
- 14.3. This obligation of confidentiality will not apply to the extent that:
- 14.3.1. the Disclosing Party has given prior approval to disclose;
  - 14.3.2. disclosure is normal broking industry practice or required for the purpose of providing the Services (for example to Insurers or prospective Insurers);
  - 14.3.3. we have assigned, sub-contracted or outsourced any of the Services and it is necessary for us to disclose to our assignee, sub-contractor or outsource provider, provided that such persons agree to respect the confidentiality of your Confidential Information;
  - 14.3.4. Confidential Information is, or becomes, available in the public domain without breach of these standard terms and conditions;
  - 14.3.5. Confidential Information is independently developed by the Receiving Party;
  - 14.3.6. Confidential Information is rightfully in the Receiving Party's possession other than as a result of a breach of any obligation of confidentiality of which the Receiving Party is aware; or
  - 14.3.7. 5 years have passed since the date we ceased to provide the Services to you.

#### 15. Protection of Personal Information

- 15.1. We agree and record that in performing the Services, we process your Personal Information and that we will adhere to applicable provisions of POPIA and the GDPR (where applicable) that pertain to processing and transfer of Personal Information.
- 15.2. You acknowledge and understand that we gather data (including Personal Information) from you for (i) the delivery of the Services; (ii) the management of our relationship with our clients, including the marketing of products or services to you which may be of interest to you, invoicing, the settlement of disputes and associated business administration; and (iii) the development of Donaldson Group's products and services (for example conducting benchmarking, market research, data analysis).
- 15.3. In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, we may disclose your Personal Information to the extent that it is required 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.
- 15.4. We will immediately notify you on becoming aware of any unauthorised or unlawful access, loss, destruction, damage or unlawful encryption of your Personal Information by any unauthorised third party.
- 15.5. You have:
- 15.5.1. the right of access to and the right to rectify the Personal Information collected by us.
  - 15.5.2. the right to object in whole or in part, on legitimate grounds, to the processing of the Personal Information by us as referred to in section 11(3) of POPIA.
  - 15.5.3. the right to lodge a complaint to the Information Regulator:  
Address: ALU Building, 316 Thabo Sehume Street, PRETORIA  
Tel: 012 406 4818  
Fax: 086 500 3351  
Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)
- 15.6. You acknowledge that we may need to disclose your Personal Information to Insurers, their agents and consultants, other third parties and due to the global nature of services provided by us, Personal Information may be transmitted, used, stored and otherwise processed outside of the country in which it was submitted. You acknowledge that we may transfer your Personal Information outside the borders of South Africa for the purposes of rendering the Services. You hereby consent to the disclosure and transfer of your Personal Information as set out in this clause

#### 16. Ownership and Intellectual Property

- 16.1. During the term of our appointment we may provide or produce reports, data, information, materials, software and other goods in connection with the provision of the Services (collectively "Deliverables").





DONALDSON  
ADVISORY GROUP

16.2. We own all intellectual property rights in all Deliverables, and in all systems, techniques, methodologies, ideas, concepts, information and intellectual property (IP) developed during our appointment (collectively "Donaldson Group IP"). No right or licence is granted to you in relation to Donaldson Group Know-How. We may develop or use Donaldson Group IP for other clients.

16.3. Deliverables are provided solely for your use and are intended only for the specific purpose for which they are provided. Deliverables may not be disclosed by you or used or relied upon for any other purpose and may not be copied, given or made available to any third party without our prior written consent.

## 17. Restriction of our Liability

17.1. We confirm that we have professional indemnity insurance and fidelity guarantee cover.

17.2. In no event will we be liable to you for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits).

17.3. To the fullest extent permitted by law, and except for damages resulting solely and directly from fraud or intentional misconduct by us, our liability to you for any and all damages, costs, and expenses (including but not limited to attorneys' fees), whether based on contract, delict (including negligence), or otherwise, in connection with or related to all the services (including a failure to provide a service) and all the products we may provide you from time to time shall be limited to a total aggregate amount of R2 000 000.00 (two million Rand) (the "Liability Cap"). For the avoidance of doubt, the Liability Cap applies in aggregate to all products and services that we may provide to you from time to time and does not apply per product and/or service provided.

17.4. The Liability Cap also applies to claims and liabilities asserted by you/your Beneficiaries against:

17.4.1. us;

17.4.2. any employee or agent of us; and

17.4.3. our Representatives, in each case, in connection with or related to the Services, so that the total of all such claims combined cannot exceed the amount set out in clause

17.4.4. That amount shall not be deemed varied due to any written confirmation provided by us concerning our professional indemnity insurance coverage.

17.5. We and/or our Representatives shall have no liability for any claim or liability arising out of an error or omission by you, your Affiliates or your Beneficiaries.

17.6. You expressly agree that if any of the Services are provided by our Representatives, any claim you or your Beneficiaries may have in respect of any acts or omissions of our Representatives may only be brought against Donaldson Group and not the individual or Affiliate concerned, each of whom shall have the right to rely on and enforce these standard terms and conditions.

17.7. If you engage, or instruct us to engage, a placing broker, co-broker, sub-broker, correspondent broker or other person or entity which is not an Donaldson Group Affiliate, then you agree that, unless we expressly agree otherwise in writing, we will bear no responsibility for any actual or alleged errors, omissions or other failure of performance by any such broker, entity or person, nor will we be responsible for their compensation.

17.8. If you or any of your Affiliates or Beneficiaries claim or make demands against us, our Affiliates and our Representatives for a total amount in excess of the Liability Cap, then you agree to indemnify us, our Affiliates and our Representatives for all liabilities, costs and expenses incurred in excess of the Liability Cap.