

**INTERMEDIARIES GUARANTEE FACILITY LIMITED**

(Reg No 89/07489/06)

Willowbrook House, Constantia Office Park, Weltevreden Park, 1709 • PO Box 5098,  
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FULCRUM COLLECTIONS (PTY) LTD  
GAVIN LILL  
PO BOX 849  
RIVERCLUB  
2149

Date: 29 November 2017  
Ref No: IGF002977  
FSP License Number: 17795

Dear Sir / Madam

**GUARANTEE APPROVAL**  
**REGULATION 4, SECTION 45 OF THE SHORT TERM INSURANCE ACT, 1998**

We are happy to advise you that your guarantee has been approved at R 100,000,000.

Further please note that your present guarantee number IGF002977, supersedes all previous guarantees which were issued by the Intermediaries Guarantee Facility Limited.

If you have any queries, please do not hesitate to contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Naomi Du Toit', is written over the typed name.

NAOMI DU TOIT  
IGF Supervisor

## RV6

FORM OF GUARANTEE

[Section 45 of the Short-term Insurance Act of 1998 read with the regulation 4 thereto]

## DEMAND GUARANTEE

Issued by:

**INTERMEDIARIES GUARANTEE FACILITY LIMITED (Reg No. 89/07489/06)**

in favour of:

**THE SOUTH AFRICAN INSURANCE ASSOCIATION**

## 1. INTRODUCTION

- 1.1 Section 45 of the Short-term Insurance Act No. 53 of 1998 ("the Act") read with the regulations made in terms of Section 45(b) of the Act governs the receipt by independent intermediaries of monies in respect of premiums on behalf of short-term insurers and Lloyd's underwriters ("insurers") and relating to short-term insurance business carried on in the Republic of South Africa ("premium monies").
- 1.2 **FULCRUM COLLECTIONS (PTY) LTD, (1997/015535/07)** ("independent intermediary") of **1ST FLOOR, Lacey Oaks House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2195** receives premium monies and is required by Section 45(b) of the Act to furnish a guarantee to The South African Insurance Association ("the Association") for the benefit of insurers.
- 1.3 We, **INTERMEDIARIES GUARANTEE FACILITY LIMITED** ("the guarantor") of **Ground Floor, Willowbrook House, Constantia Office Park, C/O 14th Avenue & Hendrik Potgieter Street, Weltevreden Park, 1709** being a (nature of business) **INSURER REGISTERED AS A GUARANTEE BUSINESS** represented by **C W HITCHCOCK (6206255172089)** and **NJ DU TOIT (7411240135089)** in their capacity as **MANAGING DIRECTOR** and **SUPERVISOR** (respectively) and duly authorised in terms of a written authority dated **4 NOVEMBER 1997** (a copy of which is either annexed hereto or has been previously lodged with the Association) have agreed to furnish such guarantee.

## 2. GUARANTEE

We undertake that upon receipt by us of a written demand from the Association for payment by us to the Association of a specified sum of money ("the demand amount") not exceeding **R 100,000,000 [-1 Rand]** ("the guarantee amount"); to pay the demand amount to the Association, for the benefit of the insurers, at **Ground Floor, Willowbrook House, Constantia Office Park c/o 14<sup>th</sup> Ave & Hendrik Potgieter Street, Weltevreden Park, 1709** provided that the demand is signed by the Chief Executive Officer of the Association and that the demand records that:

- 2.1 the Independent intermediary has failed to pay the demand amount to insurers within the period required in terms of regulation 4(3)(1) of the Act; and
- 2.2 the Association has issued a notice to all insurers of the possibility of a claim by an insurer in respect of the Independent intermediary; and
- 2.3 more than 12 (twelve) months have elapsed since the date appearing on such notice and the demand amount is not more than the aggregate of all claims in respect of premium monies due by the Independent intermediary to the insurers received by the Association up to the date of the demand.

3. If the aggregate of the claims received by the Association in terms of clause 2.3 exceeds the guarantee amount then the guarantee amount will be apportioned between the insurers which have lodged claims in terms of clause 2.3 on the following basis:
- 3.1 the amount of premium monies received by the Independent intermediary on behalf of insurers within a 120 day period commencing 60 days prior to and including the date of the notice in terms of clause 2.2 above and terminating 60 days after such date will be determined and the guarantee amount will be apportioned between such insurers in proportion to the premium monies so determined as owing to each of them; and
- 3.2 if the guarantee amount exceeds the total of the premiums referred to in clause 3.1 above, the balance of the guarantee amount will be apportioned between insurers in proportion to the outstanding amount of premium monies received by the Independent intermediary on behalf of each of such insurers outside the period referred to in clause 3.1 above.

4. **DOMICILIUM**

We choose our address set out in clause 1.3 above as our *domicilium citandi et executandi*.

5. **EXPIRY**

This guarantee will terminate upon the earliest of the following dates:


- 5.1 the date of payment of the guarantee amount; or
- 5.2 on 30 June 2018; or
- 5.3 the date of expiry of at least 60 days' written notice of termination given by us to the Association and to the Independent intermediary or their respective addresses mentioned above; or
- 5.4 the date of expiry of at least 60 days' written notice of termination given by the Independent intermediary to the Association and to us at its and our respective addresses mentioned above.

Notwithstanding such termination, this guarantee will remain of full force and effect in regard to any liability which arose prior to the date of such termination provided that a written demand in terms of clause 2 above is received by us in respect of such liability within 3 (three) years of the date of termination.


6. **GENERAL**


- 6.1 This guarantee is limited to the payment of money only and is neither negotiable nor transferable and must be returned to us upon its termination.
- 6.2 Payment of the guarantee amount to the Association under this guarantee will constitute a final discharge of our obligation hereunder to the Association and the insurers.

**SIGNED at ROODEPOORT this 29 November 2017**

  
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(For and on behalf of the Intermediaries  
Guarantee Facility Ltd (Reg No. 89/07489/06)

**AS WITNESSES:**

1.   
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2.   
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