



ASSOCIATED COMPLIANCE

FOR A COMMON PURPOSE

# Contents

*- Click on text to navigate to the page -*

**From AC**

**Page 4**

**From the FSB**

**Page 15**

**From the FAIS ombud**

**Page 18**

**Interesting things we have read**

**Page 19**



## From AC

### 2013 annual compliance reports

By the time you are reading this work will be well under way on your 2013 reports. We did complete, with the majority of you, a draft of this report over the last monitoring quarter (March – June) and will be using this draft as the basis of the final report, updated of course with any changes and input from you since we met.



Once we have drafted your report on the FSB system you will receive from us:


- A PDF copy of the final report,
- A signature page for the Key Individual to sign, and
- A covering mail that identifies what additional information and/or documents that will be needed (if applicable).

You need to check the report, especially the variable data in the statistical information section of the report, to ensure the detail is correct as at 31 May 2013.

Then you send the signature page and applicable additional documents to us. We will then submit the full completed report to the FSB.

We have a large number of reports to submit in a relative short period of time and we really need your assistance to ensure we have a smooth flow of information and would ask that whatever you need to return to us is sent by return mail if at all possible.

All of our staff have a role to play in the report process and the work is over and above their usual workloads so please bear with them if responses to mails and calls takes a little longer than usual.



Our standard monitoring visits will start again towards the end of June and you will receive the usual reminders along with your new the draft AC Service Level Agreement (unless you have already received yours). Please do not wait for your visit to provide the annual report documents – send those, as we asked, just as soon as you get the report.

## **The new AC draft compliance manual**

Work is almost complete on the “alpha” version of the new manual. This, as the name suggests, is the initial version of the manual as it is our intention to review and further upgrade the offering over the coming months but we were conscious of the need to make a manual available to you as soon as possible. It is a combination of the various offering previously provided by Pretium and ICE and has been constructed around the format to be used for our new monitoring tools ACT and ACT Lite – further details of which will be provided shortly.

The ACT manual will be available via our website. We will shortly provide each client with a specific password to enable you to access the ACT manual section of the website.

We hope to have this facility available by no later than the end of June.

## **Linking compliance officers at the FSB**

By the time you read this, the linking of the Compliance Officers at the FSB will be complete. You will be advised on the team of compliance officers linked to your FSP at the next monitoring visit.

## **SAUMA conference**

Suzette, our Insurer/UMA divisional manager attended the recent SAUMA conference. Here is a brief overview of the key aspects as she saw them;

*“On 17 May 2013 we had the pleasure of attending the annual SAUMA conference. We will not spend time rehashing every detail of the conference but we would like to spend some time on two aspects. Firstly the exemption in terms of BN 102 of 2012 for our Underwriting Manager clients to write the RE exams and secondly, the highly topi-*

*cal subject of Treating Customers Fairly.*


*The RE exemption, mentioned at the conference does not mean that you no longer have to worry about writing your RE exams, it simply refers to an exemption that you could have applied for prior to the deadline of 30 June 2012 as a UMA. In this regard please refer to the actual Board Notice as well as Circular 9 of 2012. In short, if by now, as a representative or Key Individual of an existing Underwriting Manager, you have written and failed your*

*level 1 RE Exams or have not written it at all, you are in breach of the law. If, however, you did apply for the exemption, that means that you do not have to write the first level RE exams. This exemption does not apply to level 2 RE Exams. At this point, we are assuming that this exemption would apply to new start up UMAs who would like to be exempt from these exams.*



*Treating Customers Fairly was presented by Leanne Jackson from the FSB. She warned that nobody is exempt from TCF. If you are somehow involved in the value chain of providing a product to a consumer, TCF will need to be incorporated into your business. In this regard we strongly recommend that you complete the TCF self-assessment tool, which is available for completion on the FSB website. Please be warned that as with any self-assessment tool, you would naturally need to be absolutely honest with yourself when completing this to get to true result. Once you have completed this self-assessment tool it would give you a clear indication of where your areas are for improvement.*

*Ms Jackson also stressed the importance of clarifying the responsibilities in the value chain of the insurer, the underwriting manager and the broker, for instance who will take responsibility for the consumer receiving his policy wording – ultimately, this is the insurer's responsibility and the consumer is their client, but who will actually send the document out and take responsibility for ensuring that the consumer receives it, as*



*promised. Further to this, is the consumer clear on who takes responsibility for what in the value chain, in other words, are your disclosures clear enough in explaining what happens during the course of his relationship with you?*

*In closing, Ms Jackson re-iterated that if you are wondering when TCF will be rolled out, this has already taken place; there is no need to wait for some 'big event' to take place to signal this roll out. Further, not all TCF elements will require regulatory or supervisory framework legislative amendments. A number of the TCF elements have already been incorporated into the existing regulatory framework like the Binder Regulations and Directive 159.*

*Looking to the immediate future of TCF, Ms Jackson confirmed that the results of the Baseline study will be published as soon as this is ready and the FSB is in the process of developing TCF reporting requirements and indicators.”*

## **Juristic Representatives**


We did obtain a copy of the presentation from the recent workshop. The main theme throughout was the issue of a juristic representative not being able to contract in its own name post the new regulations. Thus all current arrangements will require the Juristic Rep to:

- Amend its trading arrangements so that they are all transferred to the licence holder. This has practical implications for all concerned, especially on issues such as managing commission flows, OR
- Apply for a licence in their own name, which in the majority of cases would seem to be the most logical option.

It is not clear when the legislation will be gazetted and once done it is likely there will be a period of time for entities to adjust their model to comply with the requirement however we would suggest that for those of you with these structures in place and who will be affected that you apply your minds to the changes now.

## **CPD as it applies to the compliance officer**

The Compliance Institute of SA (CISA) has just launched its own CPD program and



for members, which a few of us at AC are, there is a requirement of 60 hours over a 2 year period, which will be pro-rata from the time of its introduction (March 2013) to the members next renewal date.

For those of us who hold a professional designation at the IISA, which again a couple of us do, we have 30 hours every year.

And the FSB standard for us? Nothing released as yet.

There will be some level of overlap of events that will qualify for both institutes (and the FSB) but a say 2 hours event at the IISA may only be a 1 hour event for CISA.

Oh – and CISA members need to complete a board exam (unless they qualify for an exemption which costs R 3,500) to maintain and/or improve their professional designation. The exam itself also cost R 3,500 – sort of makes the R980 for an RE look a little more realistically priced doesn't it? And we don't yet know whether this exam will be accepted in lieu of the FSB's planned RE for the compliance officer.

Anyone care to be on our side of the fence?

For those of you members of the FPI or looking for CPD events look at the FPI annual convention in June – 12 CPD points are up for grabs. Will they help you with your IISA or CISA requirements? Best you ask first.

And the IISA has an engineering workshop on the 4 June (Cape Town) 5 June (Durban) and 6 June (Johannesburg) – see [www.iisa.co.za](http://www.iisa.co.za) for further details.

If you are keen for more designations then how about Chartered Director? This is a new initiative from the Institute of Directors. This is an extract from their recent announcement. Note the need for CPD here as well.

*“To apply for admission as a CD (SA), candidates must first have their skills evaluated against the Director Competency Matrix created by the IoDSA. If they meet these criteria, they then write an examination and submit to a peer review as specified by the CD*



*(SA) governing body. (Experience may exempt certain candidates from the need to sit the examination.)*

*Annually, Chartered Directors need to affirm that they are practicing as directors, renew their membership of the IoDSA, log at least 30 hours of continuing professional development and reaffirm their subscription to the code of conduct.”*

If you try hard enough you may be able to have a job with enough designations to allow you to do CPD instead of work – well except for your annual leave periods that is.

## **Hold Covered Agreement or Binder?**

As compliance officers we are often asked to explain the difference between a hold covered agreement and a binder agreement.

For example, if a client contacts an intermediary to provide additional insurance cover when an insurer is closed for business, such as over weekends and public holidays, to enable the intermediary to confirm that cover is in place it is necessary for the intermediary to have the authority to ‘bind’ the insurance company immediately.

A binder agreement must be entered into between an insurer and an intermediary when an intermediary has the authority to perform one or more of the binder functions referred to in Section 48A of the Short-term Insurance Act; the first function being “enter into, vary or renew a policy”.

On the face of it, it would mean that to accommodate a client in the example above, an intermediary would need to have entered into a binder agreement with the insurer.

However, the FSB recognised this problem when drafting the Regulations and Section 6.5 states:

Despite regulation 6.2(1), an insurer may conclude a hold-covered binder agreement with a mandated intermediary or a non-mandated intermediary, if-

*(i) that agreement provides for the entering into policies on an interim and limited-in-*





*time basis only; and*

*(ii) the legal liability of the insurer under such policies lapses after a maximum period of 96 hours in respect of personal lines business and 30 days in respect of commercial lines business, unless the insurer, in respect of each policy, confirms its legal liability under that policy in writing prior to the expiry of such period; and*

*(iii) no fee for the services rendered under the hold-covered binder agreement is payable to the mandated intermediary or non-mandated intermediary by the insurer.*

In analysing this, it will be seen that there are some distinct differences between hold covered agreements and binder agreements, and these we explain hereunder:


1. A hold covered agreement attracts no fee from the insurer. It stands to reason that if the insurer is paying a fee to the intermediary, it will be necessary for the intermediary to have a full binder agreement.

However, if that fee payable to the intermediary (such as for outsourced services) has no bearing on the activity of granting cover to a client, this will not prohibit the issue of a hold covered agreement.

A problem arises when the insurer pays a fee purely for the issuing of a policy which is linked to a hold covered agreement, but this is not dealt with here.

2. A hold covered agreement does bind the insurer, but on terms to be agreed by the insurer in respect of each particular case. It therefore stands to reason that the insurer may decline cover after it has had the opportunity to assess the risk.

Where terms are decided upon ‘upfront’ for a portfolio of clients, such as when an intermediary has a ‘scheme’, the intermediary will have to enter into a full binder agreement with the insurer. This will allow the intermediary to add clients at any time, as well as renew policies on expiry.



If a scheme of this kind includes conditions whereby the intermediary has to obtain approval from the insurer for each individual risk prior to policy or certificate issue, it can fall within a hold covered agreement, but this type of condition is unusual. The most common practise is for the intermediary to issue a certificate or policy on pre-agreed terms and conditions, and to advise the insurer of new clients at a given future date.

3. There are some very restrictive time constraints imposed on hold covered agreements. In respect of personal lines policies, the insurer has to be informed within 4 consecutive days. There is no provision for ‘business days’ or ‘business hours’, so this allows for long weekends only. If a longer period is required, an intermediary will have to enter into a binder agreement.

A 30 day time constraint applies to commercial lines business, the longer period being required because commercial risks are generally more complex in nature than personal lines risks.

There are a number of definitions used in the various pieces of legislation relating to the rendering of financial services. For the purpose of hold covered agreements, personal lines insurances means “short-term insurance business in respect of which the policyholder is a natural person”. All other policies will be deemed to be commercial lines business.





The final consideration is whether or not a hold covered agreement has to be in writing, and if so what would have to be included.

Although it is not specifically mentioned in the Regulations, nevertheless all FSPs are subject to the requirements of Section 8 of Board Notice 106 of 2008 which states “An FSP that utilises any third party to render administrative or system functions in relation to the rendering of financial services on its behalf must have in place a detailed service level agreement, specifying the agreed services, time standards, roles and responsibilities and any penalties that might be applicable.”

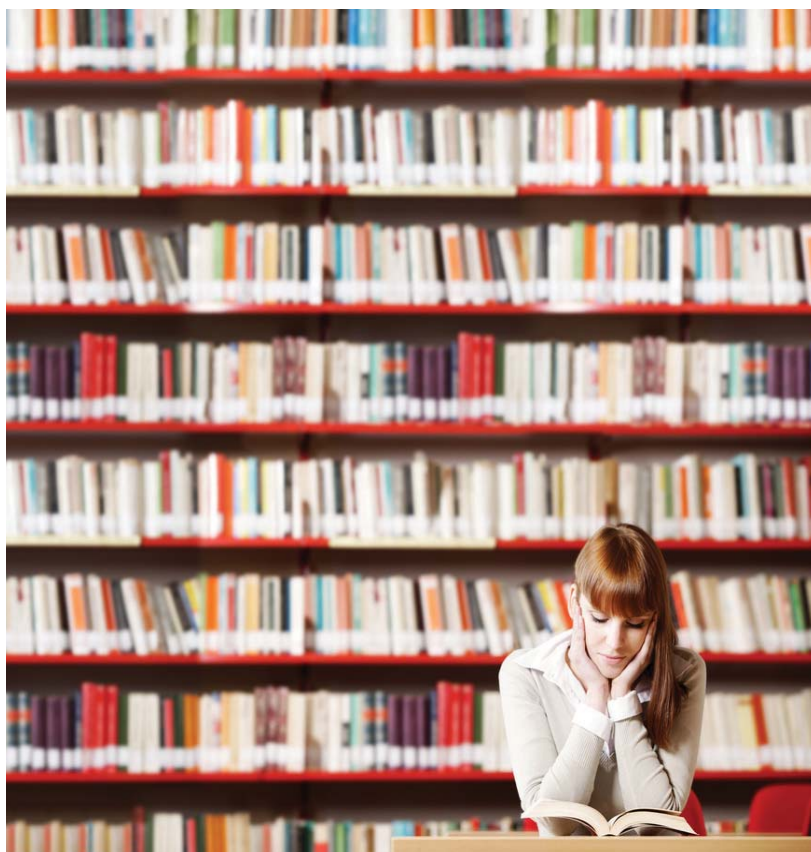
Consequently, there can be no doubt that a hold covered agreement must not only be in place, but must address every aspect of the authority including limits, procedures and the timeframes involved.


## **Here are a number of issues discussed at the most recent Compliance Officer FAIS forum:**

### **TCF – likely implications for brokers?**

A discussion was held on the implications of TCF for brokers – given that brokers form the bulk of our client base and brokers are not always seen to be affected by TCF - hence the discussion. The general consensus is that there will be some direct effects on the broker which are summarized below:

- The need for increased product knowledge and the understanding of market places by the broker are likely to be the initial areas of focus.
- Shared responsibility with





insurers is also felt to be a consequence – which will be a positive one for the broker as they will no longer be the ultimate person to blame.

- On-site visits by the FSB are already asking questions around how well prepared are the brokers.
- From those that have been involved already it was suggested that the assessment tool be used to start developing a structure to deal with it. It should however be tailored to the brokers own profile as the standard document won't work "as is."
- The FIA have been told that the regulators will be taking a soft approach with TCF at broker level.
- If FAIS standards are embedded in an organization then TCF should not be a major issue.


So how does the compliance officer feature in the TCF regime? There is an FSB meeting on 20 June 2013 focused on TCF and which we were invited to. The forum agreed that once we have attended this meeting we would convene a specific forum meeting to look at the impact on the compliance officer's role within TCF and we would be applying that in working with FSP clients within the TCF framework. Watch this space.

To read a related article from FANews ([Click here to read the full article which continues on our website](#)).

### **Qualifications: Specific (S), Specific (SP) and Generic (G) – can a previously applied rating be amended?**

This is proving to be a practical issue with many clients due to the time lines that make the same qualifications S then G depending upon when a Rep was appointed and/or the qualification was completed. The IISA did submit a motivation to FSB in August last year to do away with the changed status but there has been no formal response to date although there have been various intimations from them that they realize the effects of the changed status can be seen as unfair.

The FSB have been asked for some feedback.



## **Can a UMA charge fees for i) issuing proof of insurance letters/certificates ii) set up costs for specialised facilities e.g. guarantee business?**

The consensus was that no fees can be charged at all to clients. If there are legitimate costs involved at UMA level to set up facilities and policies then these need to be reimbursed by the insurer (if the costs are encountered at inception stage) If costs are incurred for services provided to a third party e.g. proof of insurance to banks/municipalities then these can be reimbursed by the third party to whom the service is provided.

## **Claims assessors – when do they need to be an FSP?**

One of our clients has raised this issue with both the FSB and FIA. The services offered by some organisations in this space, they felt, were an intermediary service. These services were:

- Handle and manage large claims.
- Interpret Short-term Insurance Policies and advise the Insured accordingly.
- Liaise with and negotiate claims with Insurers and Loss Adjusters.
- Calculate and present quantum documentation.
- Communicate verbally and in writing, with Insurers / Brokers.
- All on behalf of an Insured.
- These advisory and intermediary services, relate directly to Financial Service Products provided by the Short-term Insurance Industry.

The FIA, via a response from the FSB, replied as follows:

*“We had an executive meeting with the FSB yesterday where it was confirmed that these actions (as listed above) fall within the definitions of advisory and intermediary services.”*

When using companies that perform these functions for you ensure they are correctly licensed under Section 7(3) of the FAIS Act.

## From the FSB

Draft information letter 3/2013 Binder Regulations: Guidance on activities that constitute binder functions and remuneration payable as a binder fee.

To quote from the draft letter:

*The purpose of this Information letter is to provide guidance to insurers on –*

*activities that constitute binder functions within the meaning of sections 49A of the Long-term Insurance Act No. 52 of 1998 (“LTIA”) and 48A of the Short-term Insurance Act No.53 of 1998 Act (“STIA”), respectively, read with the Binder Regulations; and*


*remuneration contemplated under Regulation 6.4 of the Binder Regulations payable by the insurer to the binder holder in respect of binder functions performed.*



*The guidance set out in this Information Letter reflects the manner in which the Registrar of Long-term and Short-term Insurance (“Registrar”) will interpret the Binder Regulations for regulatory purposes.*

*The Registrar has noted that divergent interpretations have been applied by different industry participants to various functions performed under the Binder Regulations resulting in some instances of unintended application and implementation.*

*The Registrar is further concerned with the observed wide range of fees that have been*



*negotiated by insurers with binder holders performing similar binder functions, in particular because of the potential for this practice to influence the decisions of binder holders in a way that is in conflict with the interests of policy holders.*

*Guidance is therefore provided to ensure the consistent interpretation and application of the Binder Regulations and to facilitate and enhance the effective implementation of and compliance with the Binder Regulations in the interest of the policyholders.*

This is a detailed document and from the above it is clear the intentions of the FSB. If you require a copy of the document please submit a request to [info@associatedcompliance.co.za](mailto:info@associatedcompliance.co.za).

In simple terms the document seeks to list the functions the FSB sees as a binder function and importantly it includes functions it sees as being ancillary to the binder function and thus is of the opinion that such ancillary functions are not functions that should not attract a specific fee. For example the following tasks are seen as ancillary to the binder function of “enter into, vary or renew a short term policy...”

- Issuing a policy,
- Maintenance of accurate accounts,
- Reconciliation of all premiums,
- Maintaining an appropriate policy management system,
- Keeping records,
- Updating insurer data,
- Maintaining software service contracts,
- Having an appropriate risk management system,
- Maintaining back-ups,
- Formulating a disaster recovery plan,
- Advertising and marketing.

Similar analysis of the other binder functions are also provided.

We have seen many binder agreements that specify some of the above and attach a spe-

cific value to them so it seems the structure of the agreement will need to change.

The draft document also sets out a standard for the way fees payable are to be reported to the FSB, which is likely to result in same format within agreements. It is clear that the wide range of fees paid for similar functions are going to become more standard although the FSB has stopped short in suggesting specific fees for specific functions. Expect changes to the current agreements. We will also need to adapt our binder agreement monitoring to follow the same format of recording services and fees.

We have yet to see any of the responses to this draft so it is not clear what stance the market is going to take on the proposed structures. We do know the FIA will be challenging the issue of policy issuing but the substance of their total response has not been seen.

One thing the document does not look at is outsource agreements and similar issues that arise under those agreements. Hopefully the final version will address issues in each area to avoid the problems simply being moved from one area to another.




The big question is will the insurers pay the same or a different fee for a different agreement?

### **FSB events for 2013**

A series of events has been put together on a range of FAIS related subjects. The events run from June to December. We have booked to attend all the key subjects and will report back to you each month as the events are held.





If you would like details so you can decide if you would like to attend any of the sessions yourself then just send us a mail: [info@associatedcompliance.co.za](mailto:info@associatedcompliance.co.za).

## Latest licence stats

An update on the latest withdrawn, suspended and reinstated licences has been released. If you need a copy requests to [info@associatedcompliance.co.za](mailto:info@associatedcompliance.co.za) please.

## From the FAIS Ombud

### **MARTHA DE BRUYN (69 years old) vs. MARIANDA PHILICIA CRONJE GERT CRONJE BROKERS CC (FSP 13952)**

We have the full determination if you would like a copy but it involves providing a (lack of) advice on the sale of an investment in a housing development that subsequently did not deliver. Plus there were issues over who the advisor was actually representing.

One interesting comment arising from this was;

*“The risk profile was conducted merely as a procedural step to feign the appearance of legitimacy and no consideration of it was borne in mind when selecting to invest in Blue Zone. The respondent acted more like a sales marketer for Blue Zone instead of a financial advisor who bore the responsibility of properly advising her client.”*

This could be used in so many instances where the FSP goes through the motions and gets various “FAIS documents” signed by the client in the hope that they are “compliant” but the Ombud will (and should) look beyond the paperwork done to establish if the real objectives of the client have been identified and addressed. Proof that “tick box compliance” is not a solution.

## From SASRIA

They moved address so their contact details will need updating on your disclosure docu-



ments. New details as follows;

New address: 36 Fricker Road, Illovo.

New telephone numbers have also changed as follows:

Reception: 011 214 0800 / 086 172 7742

Fax: 011 447 8630 / 086 172 7329

## Interesting articles we have read

The following is a news letter received from one of our clients who was in the unfortunate position of having been in a building that burnt down during May. We took the liberty of highlighting the section that we appreciated the most.

### **IMPORTANT ANNOUNCEMENT: UNINTERRUPTED DISASTER RECOVERY GONE DOWN IN FLAMES, BUT TODAY IS BUSINESS AS USUAL!**

“ Ibiliti Underwriting Managers moved our offices to Broadacres Shopping Centre (a very popular shopping complex in Fourways) on the 1st February 2013.

On Friday night the 17th May 2013 a massive fire ripped through a large section of the Broad Acres Shopping Centre, leaving only ashes of the remains of our physical address. Black smoke filled the air and massive flames melted our computers into puddles of plastic. Firefighters were battling to contain the rage. Emergency services officers ran out of water to extinguish the blaze and had to leave the site for about 30 minutes to find a fire hydrant. Police and forensics are still trying to ascertain the cause of the fire.

We have learnt a couple of very important lessons on Friday night.

1. Never think it cannot happen to you!
2. Compliance is there for a reason and the spine of any financial services provider should be built around disaster recovery, business continuity, risk-management, back-up and record keeping procedures.

We are very fortunate that from the outset of our venture in 2011 we invested in our IT Infrastructure to ensure that we have the flexibility to work from anywhere and that we have adequate data protection to ensure that data is not lost and that it can be recovered in the event of disaster. The scope of our data protection applies to all equipment and data operated by the organisation.

3. Our policy, collection, claims and underwriting administration are all processed and stored on One Web Systems (Pty) Ltd which is hosted and backed up by Hetzner less than hourly in multiple locations across the country.
4. Outlook emails, dropbox files and data stored on local computers and voice recorded calls are hosted by our outsourced IT Company Go4IT and backed up in real-time on a remote server.



In terms of the General Code of Conduct for Authorised Financial Services Providers and their Representatives sections 11 to 13 deal with the FSP's responsibilities in the respect of Risk Management. I can confidently confirm that we have effectively employed the resources, procedures and the appropriate technological systems to eliminate as far as reasonably possible, the risk that clients, product suppliers and other providers or representatives could be exposed to.

*I want to thank my team, our principles and outsourced suppliers that made sure that our policies and procedures were actioned over the weekend.*

*Thank you to Andrew Harvey who has not hesitated for a second to make a private and secure luxury temporary office space available to us to ensure that we can quietly re-*



*sume our duties until we have managed to find ourselves a new office closer to home.*

*A big thank you to Associated Compliance (formerly also known as Pretium Services) for being so strict with us over the years when it comes to business continuity, risk management, back-up procedures and record-keeping. All the effort and long nights drafting and designing procedures has paid off.*

*After a laptop shopping spree and a few computer screens and keyboards later, I can honestly confirm that our Company have lived the true test and is an example for the industry in terms of disaster recovery and risk management. Been there, done that, deserve this recovery T-shirt!*

*To our brokers and the policyholders, we know that we are not always perfect but after Friday we can give you our utmost assurance that your information is safe and that we have access to all your client records. We are back in business a couple of hours later.*


*Our VOIP telephone number will remain unchanged and we are just waiting for our new phones to be delivered and plugged into the wall, in order to assist you telephonically. In the interim please don't hesitate to contact us on our cellphones. Your emails will be answered and attended as if nothing happened.*

*Never in my career did I ever imagine that my first big fire claim would be my own and that I would not be the Underwriter but find myself in the position of the Consumer. Thankfully the building does not belong to us. Our sympathy and best wishes goes to Broadacres Centre Management and all our neighbours who were also impacted by this unfortunate incident.*

*Our short-term insurance policy should respond shortly which will enable us to get desks and chairs to match our new computer equipment. We thank you for your support and we will keep you informed until we have comfortably settled into our new offices.“*

*Kind Regards*

*Yolande van Niekerk  
Managing Director*



**Moonstone Monitor 2 May** – a summary of an interesting FAIS Ombud case involving disclosure of terms to a client by a broker. [Read more.](#)

Their articles on 13 and 16 May talk of the Hippo fine and make a justifiable comment when comparing what Hippo did with the results of the Arthur Brown case.

The 23 May edition summarises a recent court case where the definition of what is and what is not an intermediary service was core to the legal battle – well worth a read – once again given the current discussions around fees and services and what is and is not included in commission. [Read more...](#)

**Cover Connect 2 May** – an article by Professor R Vivian on the Financial Services General Laws amendment bill. [Financial Services Laws General Amendment Bill. By Professor Robert W Vivian, University of the Witwatersrand](#)

**FANews of 23 May** - has a related article on this piece of legislation. [Click here to read the full article which continues on their website.](#)

**FANews 8 May** – an article on how unprepared financial advisors are on the possible changes to their remuneration model going forward – read this so you are not one of them. [Click here to read the full article which continues on their website.](#)

**On the 22 May** - they ran an article on Sanlam that reached a conclusion, based on input from consumers, that the consumer would not be happy to pay for financial advice. Given the current debate on broker fees and commissions an interesting article indeed. [Click here to read the full article which continues on their website.](#)

**Fin Week 21 May** – an article on the Registrar of Long-term Insurance taking action against Old Mutual on breaches of the binder regulations – the first big name (as is usually the case) to be “nailed”. [Get your copy today..](#)

**Cover Magazine April 2013** – an article on “UMA’s under SAM by Sumarie Greybe



and Ernest North of Ernst & Young. [Get your copy today..](#)

FANews magazine April 2013 – another article on POPI by Yurika Pistorius of Centriq.  
[Get your copy today..](#)

---



ASSOCIATED COMPLIANCE

## ***CONTACT:***

***Johannesburg Address:***

***Ground and First Floor Building B,  
RPA Centre,  
180 Smit Street,  
Fairlands, Johannesburg***

***Email:***

***info@associatedcompliance.co.za***

***Tel:***

***011 678 2533 and 011 431 1183/4***

***Fax:***

***011 678 7731***