



Terms of Use (General, Email & SMS)

By using the African Rainbow Life website these Terms of Use apply to you and you agree to comply with the terms of Use. Please read these Terms of Use before using the African Rainbow Life website.

Important information

African Rainbow Life (PTY) LTD 2018/329171/06 is a registered financial services provider (FSP) 49802.

The terms of use set out below apply to this and all other websites owned, operated, or sponsored by African Rainbow Life – unless such other website specifically provides otherwise.

By using the African Rainbow Life website these Terms of Use apply to you and you agree to comply with the terms of Use. Please check the website regularly for changes to the Terms of Use. The Terms of Use may change from time to time and the terms displayed at the time that you use the website will govern your use of the website. Please address any comments or inaccuracies contained in the website to African Rainbow Life marketing@africanrainbowlife.co.za

Nature of website contents

Information contained on the website is intended to serve as general information on the chosen subjects and not as an exhaustive treatment of those subjects.

Calculations which may be displayed on the website are intended for the convenience of clients, may be approximations, and are intended only as guidelines. Should you wish to rely on any calculation you are advised to check the calculations before using them as African Rainbow Life will not be liable for any inaccuracy in the calculation.

Subscribing to any service or buying any product through the website is subject to African Rainbow Life's contractual terms and conditions, and applicable legislation.

Links to third party websites are provided for convenience only and may be discontinued at any time. The fact that African Rainbow Life provides a link to a third-party website does not necessarily mean that African Rainbow Life endorses, authorises, or sponsors that website, or that African Rainbow Life is affiliated to such website's owners or sponsors.

If any third party website, which is not under the direct control of African Rainbow Life, can be accessed from a link displayed on the African Rainbow Life website, African Rainbow Life shall not be responsible or liable for any content displayed on the third-party website.

The content or information displayed on an African Rainbow Life website or any third party website which may be accessed through links provided on the African Rainbow Life website is not intended as advice but merely as information. Before making any decision or taking any action based on any information displayed on the African Rainbow Life website or any such third party website that may affect your personal finances or business, it is recommended that you first obtain appropriate professional advice.

1. Visitors from foreign countries

Use of the African Rainbow Life website or the purchase of services or products from the country from which you may access the website may be illegal in that country. Your use of the website for any purchase that you may make is entirely at your own risk. It is recommended that you ensure that use of the African Rainbow Life website for any purchases made by you are not in violation of the laws of any country by which you may be governed.

African Rainbow Life's services and products may not be available in your country. Contact African Rainbow Life or your local financial or legal adviser to find out whether, and if so which of, African Rainbow Life's services and products may be available to you.



2. Invitation to do business

Unless indicated in writing by African Rainbow Life, nothing on the African Rainbow Life website shall constitute an offer for sale of any service or product.

The information provided on the African Rainbow Life website is not, nor must you regard it as financial or investment advice.

If you wish to use the information displayed on the website to purchase any service or product or procure financial or investment advice from African Rainbow Life, your request to do so shall be regarded by African Rainbow Life as an offer to do business with African Rainbow Life, which may be accepted by African Rainbow Life if it chooses.

The acceptance of your offer will be subject to terms and conditions governing the service, product, or advice at the time of the acceptance of the offer.

The responsibility for ensuring compliance with any laws or regulations which may apply to you, remain exclusively yours and in making an offer you are deemed to have indemnified African Rainbow Life (held African Rainbow Life harmless and agree to reimburse African Rainbow Life) against any loss or damage that it may suffer arising from your breaking any laws applicable to you.

3. No warranties

While African Rainbow Life will take care to provide accurate information on the African Rainbow Life website, the information displayed on the African Rainbow Life website is provided without any express or implied warranty (guarantee that the information is correct) of any kind whatsoever. In particular, African Rainbow Life does not warrant that it is appropriate or suitable for any particular purpose, that it is complete or accurate, or that it or any hardware on which it is stored is virus-free.

4. Restricted use

Unless otherwise indicated in writing, all information, products, and services displayed on or accessed through the African Rainbow Life website are for your personal and non-commercial use only. You may not -

- Reproduce, modify, or create derivative works from; publish, distribute, transmit, or display; or license or transfer any of the content displayed on the website - unless you have African Rainbow Life's prior written authorisation;
- Decompile, reverse engineer, or disassemble the website, a linked website, or any software employed in the display or operation of the website;
- Post on or transmit to the website content of an unlawful nature, for example: (a) content that is threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane; or (b) content that could damage African Rainbow Life's image or impair its ability to do business;
- Use the website in a manner that could damage, disable, overburden, or impair any African Rainbow Life server (computer), or network connected to any African Rainbow Life server, or interfere with any other party's use of the African Rainbow Life website;
- Interfere with any content displayed on the African Rainbow Life website or attempt or gain unauthorised access (without African Rainbow Life's written consent) to the information displayed on the website to which you may not be authorised, or to any secure area on the website, a African Rainbow Life server or any other part of the African Rainbow Life information system. Any attempt, whether successful or unsuccessful, to interfere with the information displayed on the African Rainbow Life website or to gain access to information or any part of the African Rainbow Life information system to which you are not authorized, is unlawful and is an offence in terms of the provisions of Section 86 of the Electronic Communications and Transactions Act No. 25 of 2002, for which you may be prosecuted and, if found guilty, punished.



- Create a link from another website to the African Rainbow Life website, or any of the web pages which constitute the African Rainbow Life website, without African Rainbow Life's prior written consent;
- Frame the website or any of its pages without African Rainbow Life's prior written consent.

5. Electronic transactions, communications, and records

When you communicate with African Rainbow Life by electronic communication provided or as may be directed on this website, you consent to receiving responses to your communications by electronic communication addressed to you by African Rainbow Life. You thereby agree that all electronic agreements, notices, disclosures, and other communications sent by African Rainbow Life satisfy any legal requirement that such communications should be in writing.

You accept the risks inherent in electronic communication in whatever form.

You consent to African Rainbow Life acting on the information communicated to African Rainbow Life electronically. You are responsible to ensure that African Rainbow Life has received the information communicated electronically.

You acknowledge and consent that African Rainbow Life, in its discretion, may retain and store your electronic communications as may be lawfully required. You agree that the electronic records stored by African Rainbow Life will constitute rebuttable proof (it may be challenged) of the content of the records.

Any email communication sent to you will be regarded for the purposes of this agreement to have been received by you when it enters an information system outside of the control of African Rainbow Life.

6. User ID and password

If you subscribe to a service or product provided on the African Rainbow Life website you may be required to choose a user id (an identifying name) and a password. You are entirely responsible for –

- Maintaining the confidentiality of your password (you must not give the password to anyone else);
- All activities that occur in your account (using your user id and, if required, your password), either with or without your knowledge;
- Notifying African Rainbow Life immediately of any unauthorised use (use that you did not consent to) of your user id and/or password or any other breach of security that you know of;
- For losses suffered by African Rainbow Life or a third party due to someone other than you using your user id and/or password.

7. Mobile access and use

You may access the African Rainbow Life website using a mobile device (including a mobile telephone).

The Terms of Use apply with equal force and effect regardless of the manner of your access and browsing of the African Rainbow Life website.

The African Rainbow Life website is designed and configured for use by Internet browsers which are typically used on computers and not mobile devices. African Rainbow Life is not responsible for the wireless services used by mobile devices, and disclaims any responsibility for the lack of functionality or capability or reliability of any mobile device or software used to access the African Rainbow Life website.

While the use of the African Rainbow Life website is free of charge, you will be responsible for any fees which may be charged by your service provider which may be associated with your browsing of the African Rainbow Life website.



African Rainbow Life is also not responsible for the communication of any person or confidential information between you and the African Rainbow Life website or any electronic communications mechanisms facilitated by the African Rainbow Life website and disclaims any liability for deficiencies in privacy or security of any communications made or received between the mobile device and the African Rainbow Life website.

The functionality and use of your mobile device is outside of the control of African Rainbow Life and African Rainbow Life will not be responsible for interference with the integrity, transmission, delays, limitation of network coverage, outages or interruption in the services supplied supporting the mobile device.

8. Secure payment system

If any payments are to be made by you to African Rainbow Life you will be required to use a payment system authorised (consented to in writing) by African Rainbow Life. African Rainbow Life shall only use a payment system that is sufficiently secure considering nature of the payment to be made and the risk inherent in making the payment electronically. African Rainbow Life accepts liability for any damages that may be suffered to you due to a failure in a payment system authorised by African Rainbow Life.

9. Privacy policy

Your privacy is important to African Rainbow Life. Personal information transmitted to African Rainbow Life will be treated in accordance with African Rainbow Life's Privacy Policy.

10. No liability

African Rainbow Life will not be responsible for any loss incurred or damages suffered (whether direct, indirect, special, or consequential) to you or any third party that may be attributable, directly or indirectly, to the use of, or reliance upon, any content displayed on the African Rainbow Life website by you.

Except as provided in 7, African Rainbow Life will not be responsible for any interruption, delayed or failed transmission, loss of programs or other data, or the storage or delivery of information resulting from whatever cause.

11. Warranties provided by you

For all purposes, and in particular for purposes of 6 above, you warrant (confirm) –

- Your identity (that is, you are who you say you are), and that you can prove your identity should African Rainbow Life require you to do so;
- That all information you provide at any time to African Rainbow Life using the African Rainbow Life website, in writing, or to African Rainbow Life Call Centre staff, will in all respects be current, complete, and accurate;
- That you will provide to African Rainbow Life all material and relevant facts required by African Rainbow Life as may be appropriate to any dealings you have with African Rainbow Life. If you do not provide the information, or provide information that is incorrect, African Rainbow Life may, at its choice, cancel the agreement or transaction arising from your dealings with African Rainbow Life.

12. Intellectual property rights

The website and all its content (including software, text, graphics, icons, hyperlinks, private information, and designs) are owned by or licensed to African Rainbow Life.

As the intellectual property rights in the content referred to immediately above are protected against infringement by local and international legislation and treaties, it may not be used in any way without African Rainbow Life or the licensor's prior written consent.



The image used on all banner visuals as part of the Budget speech campaign is governed under the Creative Commons Licence (Attribution 3.0 unported) and has not been modified.

13. Breach

African Rainbow Life reserves the right to -

- Refuse you further access to the website if (a) you breach any of the terms of use applicable from time to time; (b) African Rainbow Life is unable to verify or authenticate any information you provide to it;
- or (c) African Rainbow Life believes that you are conducting activities that are illegal, abusive, threaten the integrity of the website, or may place African Rainbow Life in disrepute;
- Refer any breach to the police if such breach constitutes a crime;
- Claim damages for all loss and damage it suffers, and expenses it incurs, as a result of your breach.

14. Indemnity

You agree to indemnify and hold harmless African Rainbow Life, any member of the African Rainbow Life Group and its respective directors, officers, employees, agents, licensors, suppliers, and any third party information providers from and against all losses and expenses (including attorney-and own client costs), resulting from any failure to adhere to these terms of use by you.

15. Jurisdiction and applicable law

Your use of the African Rainbow Life website will for all purposes relating to its use, constitute your consent and submission to the jurisdiction of the High Court of South Africa (Cape of Good Hope Provincial Division).

Any claim arising from –

- The use or inability to use the website;
- An application for, and the rendering of a service or providing of a product;
- is subject to the laws of the Republic of South Africa - in respect of both the basis of the claim [contract, delict (tort), or any other], and the law relating to procedure and evidence.

All proceedings will be held in English and the unsuccessful party will be liable to pay all costs incurred by the successful party, including costs as between attorney and own client.

African Rainbow Life's Consent

To obtain African Rainbow Life's consent as provided for in these Terms of Use, please address the request marketing@africanrainbowlife.co.za

SMS Terms of Use

Important notes

Please note the terms of use set out below. They are binding for all SMS's.

Please check this web page regularly for changes. The terms of use may change from time to time and without notice. The changed terms are also binding.



Please address disputes and complaints arising from the use of SMS's to the African Rainbow Life Client Protection & Compliance department at compliance@africanrainbowlife.co.za

Please read the Terms of use carefully before using any of our other web pages.

1. Copyright

Copyright 2019 © African Rainbow Life Insurance Ltd ("African Rainbow Life"), 1 Sturdee Ave, Rosebank, Johannesburg, 2196 South Africa. African Rainbow Life owns this web page and its content. All rights not expressly granted are reserved.

2. Privacy policy

Your privacy is important to us.

Always ensure that we have your latest cell phone number, and alert us immediately if your cell phone has been lost or stolen.

Personal information sent to us will be treated in accordance with our Privacy policy.

3. Disclaimer

African Rainbow Life will in no event be responsible for any direct, indirect, special or consequential loss or expense that may be attributable, directly or indirectly, to the use of SMS's.

African Rainbow Life won't be responsible for any interruption, delayed or failed transmission, loss of data, storage or delivery of information resulting from any cause.

All the information sent by us via SMS is provided without any representation or warranty whatsoever, whether express or implied. In particular, African Rainbow Life makes no representation or warranties about the correctness of any information contained, the suitability of any products or services mentioned or the soundness of any general advice offered in a SMS.

In the event of SMS's sent by XXX on behalf of its client(s), XXX /African Rainbow Life accepts no obligation to verify the correctness of any information received from the clients and contained in such SMS's, and disclaims liability for any errors.

4. Applicable law

The use of, and information appearing in SMS's is governed and interpreted in accordance with the laws of the Republic of South Africa.

5. Intellectual property rights

Nothing on any SMS should be construed as granting (by implication, estoppel, or otherwise) any license or right to use any intellectual property rights envisaged in the previous paragraph without our written permission. You may not use the name of African Rainbow Life or our logo in any way without our prior written permission.

6. Breach

African Rainbow Life reserves the right to refuse to provide any SMS service if: (a) you breach any of these terms of use; (b) we're unable to verify or authenticate any information you provide to us; or (c) we believe that you're conducting activities that are illegal or abusive, or put African Rainbow Life in disrepute.

7. Indemnity

You agree to indemnify and hold harmless any member of the African Rainbow Life group – and our respective directors, officers, employees, agents, licensors, suppliers and any third party information providers – from and against all losses and expenses (including attorney and own client costs), resulting from you violating any of these terms of use.



Email Terms of Use

The content of an email – which may include one or more attachments – is strictly confidential and is intended solely for the use of the named recipient(s). If you've received this email in error, you're not permitted to disclose, distribute or retain it – you're requested to notify the sender immediately by return email and then delete it.

Email isn't necessarily secure or error-free; information could arrive late or contain viruses, or be incomplete, intercepted, corrupted, lost, or destroyed. It's the responsibility of the named recipient(s) to ensure that emails are virus-free. African Rainbow Life does not accept any liability for damage caused by any virus or other malware transmitted by this email.

No employee, contractor, or intermediary is authorised to conclude an agreement on behalf of any member of the African Rainbow Life group by email, without express written confirmation by a duly authorised representative of that member.

The use or content of email is intended for the African Rainbow Life group's business. If it's used for any other purpose, the views expressed are those of the sender and no liability will attach to any member of the African Rainbow Life.

African Rainbow Life (PTY) LTD reserves the right to monitor, access, intercept or block emails addressed to all African Rainbow Life (PTY) LTD addressees, in accordance with our email policy, as it applies from time to time.

African Rainbow Life, 1 Sturdee Ave, Rosebank, Johannesburg 2196 South Africa
Tel: +27 (0) 878221806

African Rainbow Life Limited registration 2018/329171/06 is a Licensed Financial Services Provider (FSP) 49802