



Terms and conditions

## Refer and earn



By referring someone to us via our website, app or contact centre, you agree to the terms and conditions explained below. These terms and conditions will apply to all referrals submitted for personal, business or life cover with OUTsurance.

### 1. Definitions

- 1.1 The referrer is you, the client who has an active policy with us and who wants your friends and family to be quoted by us, and who has accepted these terms and conditions, [Privacy Policy](#) and the [Disclaimer](#).
- 1.2 The referee is the person that you referred to OUTsurance who is interested in taking out insurance cover with us and who do not already have an active quote, i.e. where the person has been quoted with us in the last 30 days.
- 1.3 The words 'us', 'we' or 'our' refer to the OUTsurance Holdings Group.
- 1.4 In order to qualify for a discount on your premium, you will need to have a qualifying product already on cover with us. If you have the following products on cover only, you will not be entitled to the discounted premium for any referrals:
  - Any fleet products,
  - Home loan products,
  - Funeral products,
  - The old credit life products (please note the current credit protection product is deemed to be a qualifying product),
  - Pet products
- 1.5 Qualifying products are: personal products (excluding the home loan product), commercial products (excluding the fleet products), underwritten life products, credit protection products (excluding the old credit life products) and essential life products.
- 1.6 This brochure is an agreement between you and us. The agreement sets out the terms and conditions governing the referral services that are available through the service channels and should therefore be read in conjunction with the Privacy Policy and the Disclaimer that appear below.

### 2. Discounted Premium

- 2.1 Once you have successfully referred a referral to us, the referee must accept an insurance policy with us. Once we have successfully collected the full discount premium amount from the referee's bank account and 15 days have passed since the full discount premium amount has been cashed, we will then allocate an amount to your premium discount balance. If you successfully refer someone via our app or MyOUTsurance client portal, we will allocate R1000 to your premium discount. Should you successfully refer someone through our contact centre, we will allocate R400 to your premium discount. Should the referee's premium reject or reverse before the 15-day period, you will not be entitled to the discount.
- 2.2 Once the full discount premium amount is in your discount balance, the discount will be allocated to your subsequent insurance premium collection/s. The discount is applicable to both monthly and annual premium policies. We will do a search to see where you are noted on an insurance policy. The search will be done in the following order:
  - policy holder
  - contact person
  - member/director
  - regular driver
  - Life OUTsured, beneficiary or risk owner.
- 2.3 The discount in your discount balance will be applied to the policy/ies where we first find you noted as per the order provided for above.
- 2.4 The discount applied to the premium on your policy might include discount that is applicable to other people who are covered on your policy and who have submitted successful referrals.

- 2.5 If you are noted as a contact person, member/director, regular driver, risk owner, Life OUTsured or beneficiary on a policy where the policy holder is a staff member of ours, any discount available in your discount balance will not be allocated to that policy. If we do not trace you within 30 days from date of discount allocation as one of the people noted above on another active policy, which is not a staff policy, you will lose all discount available in your discount balance.
- 2.6 **You will be allowed to submit a maximum of 10 referrals per day, and in total a maximum limit of 30 referrals per month.**
- 2.7 Should your available discount amount be more than your premium which is due to be collected on your policy, the amount of premium to be collected will be R0 and any remaining discount will remain in your discount balance for allocation to the following premium collections on your policy/ies.
- 2.8 Should your discounted premium not be collected on the premium collection date due to insufficient funds or incorrect banking details, the discount will not apply to the resubmission of that premium.
- 2.9 The full monthly or annual premium will therefore be resubmitted without any discount allocated to the collection/premium. The discount will however go back to your discount balance to be allocated on subsequent premium collections.

### 3. Tax

- 3.1 The discount allocated to your premium is subject to VAT.
- 3.2 The VAT will be charged once the discount has been allocated to your premium collection. The VAT calculation applies to all short-term insurance premiums.
- 3.3 VAT will not be calculated on life insurance premiums as life insurance premiums are not subject to VAT.
- 3.4 The discounted insurance premium will have no impact on your OUTbonus amount and will therefore not impact your projected amount.
- 3.5 A Statement of Discount may be provided to you on request.

### 4. Cancellation of policy or risk and the effect on discounted premium

Should you cancel your policy or a risk on your policy or should you be covered on someone else's policy and the cover is cancelled, the discount that you have in your discount balance will be available for 30 days from date of cancellation. If you do not reinstate your cover or sign up new cover with us within 30 days, you will lose your discount balance.

### 5. Refund of premium in respect of cancellation of policy or risk on cover

Should you cancel your policy or a risk from your policy, we will only refund premiums that we have collected per product. Therefore, should we have collected no premium or only a part of the premium for that insurance product after the referral discount was applied, you will only receive a refund in the amount that we collected from you subject to any pro rata adjustment that is applicable. Any discount amount that needs to be pro rated, if applicable, will be placed back into the discount balance to be applied in the event that you decide to reinstate cover within 30 days from the date of cancellation.

### 6. General rules

- 6.1 The FAIS Act states that a person who is not an authorised Financial Services Provider (FSP), accredited or is not a mandated representative of a FSP, is not permitted to give advice on financial products or provide any financial intermediary services to any other person.
- 6.2 Insurance law prohibits inducement and therefore no referrer may offer a referee an incentive to become a policy holder with us. Therefore a referrer may not bring any prospective policy holder under the impression that he/ she may be obliged in any way to take out a policy with us.
- 6.3 You must always act in accordance with the terms and conditions as set out above.
- 6.4 We will not be liable for any illegal or unlawful actions or misrepresentations made by the referrer to the referee in respect of this service or any OUTsurance product. The referrer is not mandated to act as a representative, agent or authorised to incur any obligations or liabilities on our behalf or to give any warranties, representations or undertakings of any nature on our behalf.
- 6.5 The Protection of Personal Information Act (POPIA) prohibits the contacting of persons who have requested not to be contacted. For this reason, if the referred is on our Do Not Contact (DNC) list, we will not contact the referee for this referral. Please ask your referral to contact OUTsurance directly on 08 600 70 000 for a quote and request them to provide your policy number for you to be linked as the referrer.

### 7. Monitoring of information

We may monitor and record communications or traffic on the referral service channels in order to maintain the proper functioning of the referral services as well as to detect any unauthorised use, or when the law requires us to do so.

## 8. Amendment of agreement

We have the right to amend or add new terms and conditions for the use of the referral service channels at any time. Whenever we change this agreement, we will electronically update this agreement, the Privacy Policy, the Disclaimer and the other annexures that are applicable.

You agree to review the terms and conditions of this agreement, Privacy Policy, Disclaimer and all other annexures whenever you access the referral channels for any such amendments. Save as expressly provided to the contrary in this agreement, the amended version of the agreement shall supersede and replace all previous versions thereof.

## 9. Termination of agreement

- 9.1 Friends and family must be aware of the referral, and if we see that you continually refer leads to us where the person did not know you or that we were going to contact him/her, we have the right to terminate the agreement.
- 9.2 We can terminate your right to referrals at any time or end your right to make referrals through any of the available service channels, upon providing you with reasonable notice. This will not affect referrals loaded whilst using the services available before the agreement has ended.
- 9.3 In instances where we establish that the referrer commits fraud or miscommunicates any information in respect of advice, we reserve the right to cancel the agreement with immediate effect and any referral discount, subject to the particular fraudulent conduct or miscommunication, will not be payable.
- 9.4 We reserve the right to terminate your right to submit referrals should any one or more of the following events occur:
  - You commit fraud or we suspect that you have done so.
  - Where we are under the impression that your behaviour was inappropriate or constitutes misconduct or prohibited conduct as fully detailed under 'General rules' above;
  - If you breach this agreement
  - If the law requires us to do so.

## 10. Severability

Every clause of this agreement is severable from the others including the clause headings. The clause headings have been inserted for convenience and will therefore not be taken into consideration in its interpretation. If one or more of the clauses are invalid, it will not mean the entire agreement is invalid and as such the rest of the clauses contained in the agreement will still be valid and apply.

## 11. Privacy

We respect your privacy and therefore any information obtained through the referrals process is subject to the terms and conditions as set out in our Privacy Policy.

## 12. Privacy policy

**By using the referral service channels to submit your referrals, you therefore acknowledge and agree to the Privacy Policy as set out below.**

- 12.1 The Privacy Policy relates to the collection and use of personal information you may supply to us through the referral process and such policy therefore governs the manner in which your personal information will be dealt with.
- 12.2 Personal information for the purposes of this document means all information specific to you, which is provided to us as a result of the referrals. In other words, information that identifies you. This includes but is not limited to the following personal information that you may provide to us when submitting the referrals:
  - your name and surname
  - RSA identity number or date of birth
  - contact numbers
  - email address
  - your policy number.
- 12.3 Your privacy is important to us. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties for their independent use, without your consent.
- 12.4 If at any stage, after you have given us your consent, you no longer wish that we use your personal information, you may at any stage withdraw your consent by notifying us of the withdrawal of your consent.
- 12.5 We have the highest regard for the privacy of the personal information obtained when submitting referrals, and therefore will only use the personal information obtained subject to the terms and conditions of this agreement and for the purpose for which it was collected.
- 12.6 We value the information you chose to provide and which we collect from you and will take reasonable steps to protect your personal information from loss, misuse or unauthorised alteration.
- 12.7 The information we maintain concerning you is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

- 12.8** In this regard however, we cannot guarantee the security of any personal information that you disclose when submitting referrals through any of the referral service channels. You therefore accept the inherent risk of providing information when submitting referrals and will not hold us, our directors, employees or agents responsible for any breach of security and any damages which may arise directly or indirectly as a result of such a breach of security irrespective of whether such breach of security was as a result of negligence (including gross-negligence) by us, our directors, employees or agents.
- 12.9** The following are the instances when we will be entitled to disclose the personal information obtained from you:
- When any regulatory authority for the various financial sectors requests same
  - To comply with any regulation passed under relevant legislation, or any legal process
  - To enforce and protect our rights and property (including intellectual property)
  - When you have expressly authorised us to do so
  - When required by law to do so to satisfy an order and/or a subpoena issued by a court of competent jurisdiction
  - When entitled to do so by law.
- 12.10** Please ensure that you have read and understood the terms and conditions of this Privacy Policy before you proceed with referrals through any of the referral service channels available.
- 12.11** We reserve the right in our sole discretion to amend this Privacy Policy from time to time. You agree to review the Privacy Policy whenever you submit any referrals through any of the referral service channels for any such amendments. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

## 13. Disclaimer

### By using the referral service channels, you further acknowledge and agree to this disclaimer.

- 13.1** Use of the app, website and the related products and/or services shall be governed by, and construed in all respects in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts. The referral services through the available referral service channels are not provided for or intended for the use of customers and/or users outside the jurisdiction of South Africa.
- 13.2** Use of the app or website to submit referrals and/or the information, products and services available through these referral service channels are at the user's own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, OUTsurance Limited accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information available on these referral service channels, your use of these referral service channels or any actions or transactions resulting there from, even if OUTsurance has been advised of the possibility of such loss, expense, claim or damages.
- 13.3** When submitting referrals through any of the referral service channels, these channels may allow you to view or access or make reference to third party's products or services. Even though we make reference to third party's products and services on these channels, we do not endorse or recommend the third party's products and services. You are responsible for deciding whether these third party's products or services meet your requirements. You are responsible for obtaining the terms and conditions that are applicable to the third party's products or services.
- 13.4** We also do not endorse, warrant or make any representations about the content, products, services, security or reliability of such other products and services.
- 13.5** Please note we have no control over such third parties products or service. We are therefore not responsible for any loss or damage you suffer, whether directly or indirectly because of a third party's products or services or the use of such products or services. You hereby agree to indemnify us and hold us harmless for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from or that you may suffer, or cause in this regard.
- 13.6** We are not responsible for any error or delay that may arise as a result of you being unable to access the referral channels due to error on your equipment, software or services provided to you by third parties.
- 13.7** Whilst we will at all times use our best efforts to ensure that the referral service channels operate as it was designed by us, we cannot warrant that the services are compatible with, or will operate with your mobile device or any software/hardware that you have on your mobile device.
- 13.8** We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of the referral service channels or as to the accuracy, completeness or reliability of any information obtained from these channels.
- 13.9** We also make no warranty or representation, whether express or implied, that the products, information or files available on these channels are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.
- 13.10** We accept no responsibility for any errors or omissions that appear either on our app or website.
- 13.11** We may, in our sole discretion, at any time, suspend or terminate the service referral channels or any of the products or services provided for on these channels, without prior notice. We may also at any time discontinue or disable certain parts of the referral services available, for the purposes of maintenance or upgrades or other causes beyond our control. In the event that these referral service channels are unavailable as stated, we request that you call our contact centre in order to make referrals.
- 13.12** All rights remain reserved. Notwithstanding, any valid referral to us, you acknowledge that, we are under no obligation to offer any insurance policy to the referee, and we at all relevant times and in our sole and absolute discretion, reserve our right in that respect.