

Terms of Use

About this portal

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Subject to any applicable law which cannot be excluded, dotsure.co.za makes no warranties or representations:

regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Websites; or

that Third Party Material does not infringe the intellectual property rights of any person.

dotsure.co.za is not authorising the reproduction of Third Party Material by linking Material on this Portal to Third Party Material.

When following a link on the dotsure.co.za Portal, material at a Third Party Portal may be displayed in your browser framed by Material on this Portal. This material is also Third Party Material for the purpose of these Terms of Use.

Privacy

Your privacy and security are very important to dotsure.co.za. We collect certain information from you, which include your personal information and payment information, and it's used by the dotsure.co.za Portal in order to provide insurance quotations, insurance cover and other online services. The dotsure.co.za Portal will record and track how you use this portal. The use of your personal data is subject to our Privacy Policy. Please read our Privacy Policy in full.

Consent

By submitting your personal information for purposes of a quote to be generated, you specifically consent to the collection, collation, processing or disclosure of any of your personal information submitted in such a way for the purpose of generating a quote and possibly entering into an insurance contract with you.

You furthermore agree that all the personal information provided by you is necessary for the purpose of providing a quote.

You hereby give permission to dotsure.co.za to disclose your personal information to companies within our own group of companies for research, market analyses and marketing purposes.

dotsure.co.za product information and insurance purchase and renewal

dotsure.co.za Portal content

The dotsure.co.za Portal contains both information of a general nature about dotsure.co.za and dotsure.co.za's products and services, and also enables you to purchase and pay for insurance products and services online.

Completing transactions on the dotsure.co.za Portal

When entering into a transaction via the dotsure.co.za Portal, whether it be the issuance of an insurance contract, until an "Electronic Instruction" (being any electronic instruction, information, message, request or communication issued or transmitted to dotsure.co.za via the dotsure.co.za Portal) containing the acceptance from you to dotsure.co.za's offer, or the confirmation of payment from you, whichever is applicable, has been received and processed by dotsure.co.za, and any specific steps or requirements as set out in this clause 4, have been complied with.

You acknowledge that the transmission of your acceptance or the confirmation of any payment, made through an Electronic Instruction may not be received by dotsure.co.za in accordance with this clause 4 for reasons beyond either parties' reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems. You further acknowledge that, to the extent permitted by law, dotsure.co.za is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an Electronic Instruction through the dotsure.co.za Portal, or any failure to receive an Electronic Instruction for whatever reason.

Purchasing insurance policies

Where the dotsure.co.za Portal enables you to purchase insurance products or services online:

The parties may enter into an insurance policy using the dotsure.co.za Portal by dotsure.co.za making an electronic offer via the dotsure.co.za Portal and you electronically communicating your acceptance of that offer via the dotsure.co.za Portal to dotsure.co.za;

dotsure.co.za may act on and process all completed Electronic Instructions transmitted or issued through the dotsure.co.za Portal without further consent from or reference to you; and

dotsure.co.za may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instructions, or to verify the accuracy and completeness of such Electronic Instructions.

Creating a binding insurance contract with dotsure.co.za via the dotsure.co.za Portal is a two-step process:

The first step is to create a quick quote for the insurance product you are interested in and have selected. Upon completion by you of all required details, the dotsure.co.za Portal will provide you with a quick quote. A quick quote can be saved and will remain valid and accessible on the dotsure.co.za Portal for up to 7 days; and

If you wish to take out insurance in accordance with a quick quote provided to you by dotsure.co.za via the dotsure.co.za Portal, then, upon successful completion by you of all additional required details, step two enables you to accept that quick quote and create a binding insurance agreement with a corresponding dotsure.co.za policy number.

When entering into a contract via the dotsure.co.za Portal, you will be taken to have communicated your acceptance to an offer of insurance from dotsure.co.za only when:

the Electronic Instruction containing the acceptance from you enters and is recorded in the main dotsure.co.za database;

a record is created and stored in the dotsure.co.za database;

a dotsure.co.za policy number is generated by the dotsure.co.za database; and

dotsure.co.za receives all required details of a current and valid bank account which you are authorised to use, which is of a type accepted by dotsure.co.za, and to which dotsure.co.za is able to charge a premium.

A binding insurance contract is conditional on dotsure.co.za being able to successfully charge against your nominated bank account and dotsure.co.za receiving timeous payment of your applicable premium by way of debit order from your bank account.

Where a transaction is entered into between dotsure.co.za and you via the dotsure.co.za Portal, a policy number will be issued by dotsure.co.za via the dotsure.co.za Portal. However, a binding insurance agreement is not conditional on the issuance or receipt by you of a policy number. Therefore, the failure by you to receive a policy number via the dotsure.co.za Portal does not invalidate or otherwise prejudice the existence of an insurance contract or transaction entered into using the dotsure.co.za Portal.

dotsure.co.za may or may not issue a paper confirmation of the insurance policy. The existence of a binding contract is not conditional on dotsure.co.za issuing, or you receiving, a paper confirmation of the transaction.

You are responsible for ensuring that you receive a policy number and should contact dotsure.co.za if one is not received within 24 hours.

Where you only complete a quick quote on the dotsure.co.za Portal a binding insurance agreement is not created. A binding insurance agreement will only be created once dotsure.co.za receives your full premium payment by debit order on the dotsure.co.za portal, upon receipt of which you will be covered.

The insurance policy will endure for a period of one month and is subject to your renewal thereof for further periods of one month each by paying the premium.

Renewal payments

The dotsure.co.za Portal only offers an online facility for renewal payment with selected bank accounts.

The policy renewal notice will indicate how online renewal payment can be made.

Online renewal payment can be made by following the "Pay your renewal" link on the dotsure.co.za Portal.

When making a payment for a policy renewal via the dotsure.co.za Portal, you will be taken to have renewed that policy only when:

the Electronic Instruction containing the policy number, premium amount due and banking account details, and an instruction from you to renew the policy, enters and is recorded in the relevant payment database;

dotsure.co.za receives all required details of a current and valid bank account which you are authorised to use, which is of a bank account type accepted by dotsure.co.za, and to which dotsure.co.za is able to charge the renewal premium;

a record is created and stored in the payment database;

a dotsure.co.za receipt number is generated by the payment system; and

the main dotsure.co.za database is updated with information from the payment database.

A binding insurance contract is conditional on dotsure.co.za being able to successfully charge against your nominated bank account and dotsure.co.za receiving payment for all applicable renewal amounts due for the policy (or policies) being renewed.

dotsure.co.za, at its discretion, may or may not issue a confirmation of the renewal payment. The existence of a valid payment is not conditional on dotsure.co.za issuing, or you receiving, a paper confirmation of the transaction.

Cancelling of insurance contract: You may at any time cancel the insurance policy and claim back any pro rata premium already paid for the month in which you cancel the policy.

Payments

All payments for any insurance products or other services purchased via the dotsure.co.za Portal must be paid in full by clear funds by the due date specified in the relevant confirmation.

Unless provided for otherwise, all payments referred to in (1) above are to be made by selected bank accounts. You must therefore provide to dotsure.co.za details of your current and valid bank account, including:

bank account type;

name of bank;

bank branch;

branch number;

bank account number; and

account holder's name

Valuation tools, calculators, games and other features

The dotsure.co.za Portal may contain or make available various tools, calculation devices, software programs, games or other features which assist you in calculating the optimal insurance policy, premium, or level of excess for you. The dotsure.co.za Portal may also contain other useful information.

Whilst dotsure.co.za has undertaken reasonable steps to ensure that any such features or information as described in (1) above are accurate and free from defect, dotsure.co.za does not warrant the accuracy, adequacy, correctness or completeness of these features, which are provided on an "as is" basis. The use by you of any of these features or any information provided is entirely at your own risk.

The monetary figures used by these features in any calculations are estimates only and do not take account of your particular circumstances.

dotsure.co.za's standard terms and conditions apply

All applications for insurance or other products made via this dotsure.co.za Portal are subject to and must comply with dotsure.co.za's normal approval criteria and are governed by the normal terms and conditions applying to each product or service requested. Full terms and conditions are contained within dotsure.co.za's policy documents (which include a policy schedule or certificate of insurance, policy wording and Disclosure Statement and Important Information about Us). These can be at any time accessed on the dotsure.co.za Portal.

Warranties

Whilst reasonable steps have been undertaken to ensure that information is free from error, dotsure.co.za does not warrant the accuracy, adequacy or completeness of Material on this Portal. All information is subject to change without notice. dotsure.co.za does not guarantee that the dotsure.co.za Portal or Third Party Websites will be free from viruses, or that access to the dotsure.co.za Portal or Third Party Websites will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, dotsure.co.za, and its directors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to Material on this Portal, to Third Party Material, third party services, or to access of the dotsure.co.za Portal by you, howsoever caused, whether in contract, delict, statute or otherwise.

Indemnity

You indemnify dotsure.co.za in respect of any liability incurred by dotsure.co.za for any loss or damage, howsoever caused, suffered by dotsure.co.za as a result of your breach of these dotsure.co.za Portal Terms of Use, or your use of the dotsure.co.za Portal.

No financial or investment advice

The dotsure.co.za Portal does not purport to provide you with financial or investment advice of any kind. The information available via the dotsure.co.za Portal does not take account of your particular financial or insurance position or requirements. dotsure.co.za suggests that you seek independent advice before acting upon Material on this Portal or Third Party Material.

Availability of the dotsure.co.za Portal

As electronic services are subject to interruption or breakdown, access to the dotsure.co.za Portal is offered on an "as is" and "as available" basis only.

dotsure.co.za may impose limits or restrictions on the use you may make of the dotsure.co.za Portal. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use, dotsure.co.za may withdraw the dotsure.co.za Portal at any time and without notice to you.

Use of the dotsure.co.za Portal

The information and material contained in this dotsure.co.za Portal is provided solely for bona fide personal or commercial customers only. By accessing, viewing or otherwise using this dotsure.co.za Portal, you agree to abide by the terms and conditions of use contained in this clause and clause 14.

You agree that you will not (either yourself or through any third party):

use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("Automated Process") to process, monitor, copy or extract any web pages on the dotsure.co.za Portal, or any of the information, content or data contained within or accessible through the dotsure.co.za Portal, without dotsure.co.za's prior written permission;

use any Automated Process to aggregate or combine information, content or data contained within or accessible through the dotsure.co.za Portal with information, content or data accessible via or sourced from any third party;

use any information on or accessed through the dotsure.co.za Portal for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;

use any device, software, process or routine to interfere or attempt to interfere with the proper working of the dotsure.co.za Portal or any transaction or process being conducted on or through it;

take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the dotsure.co.za Portal;

reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the dotsure.co.za Portal; or

copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from the dotsure.co.za Portal without dotsure.co.za's prior written permission.

No use of dotsure.co.za Portal for unrelated persons

You must only use the dotsure.co.za Portal to:

obtain insurance quotes;

obtain other information relating to the price of insurance cover from dotsure.co.za; or

conduct insurance related transactions (including using any self-service function to manage your insurance policy) or queries, in respect of insurance cover for you or a member of your immediate family (with their prior consent) or for a commercial enterprise for which you seek bona fide insurance cover.

You agree not to otherwise use the dotsure.co.za Portal to obtain insurance quotes, or to obtain other information relating to the price of insurance cover from dotsure.co.za or conduct insurance-related transactions or queries.

You also agree to indemnify dotsure.co.za in respect of any liability incurred by dotsure.co.za for any loss, cost damage or expense, howsoever caused, suffered by dotsure.co.za as a result of your breach of this clause 14.

Third party providers

Parts of this dotsure.co.za Portal, or the provision of payment processing or other services offered via this dotsure.co.za Portal, may be outsourced to third party providers. These Terms of Use apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

Copyright and Trademarks

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Termination

These Terms of Use and your access to the dotsure.co.za Portal may be terminated at any time by either party without notice to the other. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of dotsure.co.za, will survive any termination. Upon termination, you must not directly or indirectly access or use the dotsure.co.za Portal or any Material on this Portal.

Acceptance and changes to Terms of Use

You acknowledge and accept that your use of the dotsure.co.za Portal indicates your acceptance of these Terms of Use and the Security and Privacy Statement.

These are the current Terms of Use. They replace any other terms of use for the dotsure.co.za Portal published on the dotsure.co.za Portal to date. dotsure.co.za may at any time vary the Terms of Use for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of the dotsure.co.za Portal, by publishing the varied Terms of Use on the dotsure.co.za Portal. dotsure.co.za will indicate on the dotsure.co.za Portal that these terms of use have changed, however, dotsure.co.za is under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, dotsure.co.za has provided you with sufficient notice of the variation. By your use of the dotsure.co.za Portal after any variation, you are taken to have accepted the new Terms of Use.

General

We only offer and provide insurance within South Africa.

The law applicable to the dotsure.co.za Portal and to disputes arising out of the dotsure.co.za Portal is the law of the Republic of South Africa.

Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

Linking to dotsure.co.za

Linking to the dotsure.co.za Portal is only permitted when authorised in writing by dotsure.co.za. Please contact dotsure.co.za if you would like to link to any part of the dotsure.co.za Portal.

Grant of Licence

dotsure.co.za grants you the right to use the software accessed by this portal, for the purposes of providing you with dotsure.co.za's insurance products and services. You may not sell, licence or distribute this software. A licence fee is included in the premium dotsure.co.za charges, entitling you to use the software for the period of your policy.

Grant of Licence

In accordance with the Electronic Communications and Transactions Act (“ECTA”) we make the following information available to you as a result of any agreement entered into and between us which constitutes an electronic transaction as defined in ECTA:

Name: Dotsure Limited

Registration number: 2006/000723/06

VAT Registration Number: 4120254349

FSP Number: 39925

Regulated by: Financial Sector Conduct Authority

Physical Address: Hurteria Building, 127A York Street, George, 6529

Telephone number: 0861 001 041

Website: <https://www.dotsure.co.za/>

E-mail address: u2us@dotsure.co.za

We accept all legal proceedings and legal documents at the following address:

Dotsure Limited

127A York Street

George

6529

Western Cape, South Africa

These Portal terms and conditions were last amended on 04/05/2021