



Clientèle

Terms & Conditions
May 2022

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CLIENTÈLE MOBILE TERMS AND CONDITIONS

1. Definitions:

“**Network**” means the mobile electronic communications platform utilised by Clientèle Mobile to give you access to the Services;

“**Service(s)**” means the mobile electronic communications service that we offer to you in terms of these T’s and C’s;

“**SIM card**” means the Subscriber Identity Module (“SIM”) card that will allow you to access our Services via your relevant mobile device;

“**T’s&C’s**” means the terms and conditions contained in this document which governs our Service offering to you;

“**You**” / “**Your**” means a client who makes use of the Services; and

“**We**” / “**Us**” / “**Our**” means Clientèle Mobile (Proprietary) Limited, with registration number 2007/026058/07, a duly authorised mobile telecommunications re-seller and distributor.

2. Introduction:

- These T’s&C’s constitute the terms and conditions under which the Services are offered to you.
- We reserve the right to amend these T’s&C’s at any time at our sole discretion and by way of updating the same on our website located at www.clientele.co.za.
- You expressly acknowledge that it remains your sole duty to keep abreast with the latest version of these T’s& C’s which can at all times be found at www.clientele.co.za.
- Clientèle Mobile products include the following:
 - Prepaid SIM Card
- Clientèle Mobile services include the following telecommunication network services:
 - Airtime
 - Data

3. Getting started: SIM Card Activation and Registration:

SIM cards must be purchased and fully paid for before being eligible for activation. Depending on the underlying product purchased, this fee may be waived. Please consult your product terms and conditions for the cost of the SIM card, under your specific product SIM cards may only be ordered via the Clientèle mobile application (“the App”), alternatively via a duly authorised Clientèle Mobile SIM card distribution agent (“an Agent”).

All SIM cards must be collected by you in person from a relevant Agent (i.e. no SIM card may be collected or registered by another person on your behalf).

Orders for SIM cards will expire if not collected by you:

- i. within three months from having been pre-paid for via the App; alternatively
- ii. within one month from having been ordered via the App but not yet paid for.

No refunds for SIM card orders will become due to you in instances where a SIM card order has expired due to your non-collection thereof within the stipulated time period(s).



Before activating your SIM card, an Agent will first need to physically verify your identity and proof of address by way of you having provided him/her with such documentation as listed for this purpose (i.e. RICA) on the App. Once your SIM card has gone successfully through the RICA process you may insert it into your mobile device and follow the Network prompts to receive your mobile number and get connected to our Service. Please note that SIM cards can take up to 24 hours to activate after having gone through RICA. Any airtime or data that is due to be loaded upon activation (in accordance with the underlying product you have purchased) will be loaded once the SIM card is active.

You may not cede, sell or transfer your SIM card to any third party.

We will replace any faulty or defective SIM card within 6 months from the issuing thereof in the event that we, in our sole discretion, conclude that the said defect is as a result of a manufacturer fault or defect. Any active data/airtime on such defective SIM card will be transferred to the replacement SIM card.

4. Our Services:

There may be factors beyond our control that may affect your access to the network. These may include bad weather, functionality of your mobile device, the number of networks users using the network at the same time, faults with other networks, network coverage, weak network signals, bandwidth capacity and technology speeds.

We will not be held liable for any losses or damages (if any) that you may suffer during interruption in network services.

In the event that we are required to send you any notifications or communications and the transmission of such notifications or communications are interrupted or impossible; then we will not be held liable for any losses or damages (if any) that you may suffer due to such interruption or impossibility of transmission of such notifications or communications. All data and airtime prices shall be listed on the App and we reserve the right to update or amend such prices, in our sole discretion, from time to time.

We are under no obligation to provide you with any statement and/or accounts for the usage of our Services in any manner or form.

5. Service Suspension and Termination:

We reserve the right to, without prior notice, suspend or disconnect your SIM card at any time in the event that:

- you have not recharged your SIM card with airtime and/or data to the cumulative value of R50 for a continuous period of more than 60 days;
- we are so directed by any relevant regulatory authority;
- you utilise the SIM card and/or our Services in any manner which is contrary to these Ts&Cs or any relevant law; or
- our agreement with the applicable third party Network operator is cancelled or terminated for any reason whatsoever.

In the event of your SIM card being suspended or deactivated as stated above you will automatically forfeit all unused airtime or data.



6. SIM Card swop:

You may request a SIM card swop if your original SIM card gets lost, stolen or damaged by way of contacting our customer service centre. You may be required to provide us with the details of your original SIM card and we reserve the right to charge you an additional fee (as we may determine from time to time) to perform a SIM card swop. The same mobile number will be retained and the same insurance policy number will be retained.

7. SIM Card Number Porting:

SIM cards can be ported by requesting a port via the Clientèle App. Once a port has been initiated, we are unable to retract the action from the network and therefore cannot be held liable in the event that a port has successfully gone through.

8. Device Compatibility:

You acknowledge that all our Services are App-based and your relevant mobile device will therefore need to be WAP enabled.

If you are unsure as to whether or not your mobile device can download relevant content and/or is WAP enabled, you may contact our customer service centre.

9. Queries and Disputes:

If you have any query, dispute or complaint about our Services or the Network please contact our customer service centre.

The customer service centre contacts details are:

- 135 for free from your Clientèle Mobile SIM card.
- 087 825 1155 from another network
- clientelemobile@directrewards.co.za

10. Airtime and Data:

Airtime can be purchased via the Clientèle App.

All airtime or data purchase and usage rates will be listed on the App and/or our website www.clientele.co.za and may be updated or amended at our sole discretion from time to time.

Airtime or data balance enquires can be done via the App or via USSD *140#.

Subject to due disclosure to you prior to concluding any relevant transaction, we reserve the right to levy an administration charge for each airtime or data purchase transaction concluded by you via the App.

Our performance obligation to any SIM card holder is to load the airtime or data purchased by the SIM card holder onto the respective SIM card indicated by the SIM Card holder. It is the SIM card holder's responsibility to select the correct SIM card as we shall not be responsible for any airtime or data purchased for the incorrect SIM Card.



Once the above performance obligation is performed, the SIM Card holder may use the airtime or data purchased at their will, notwithstanding, any of the other terms and conditions within this document.

Data bundles, including recurring data bundles (depending on the product chosen) are only valid for 30 days from the time of purchase. Upon expiration of the 30 day period, all unused data will be forfeited and there shall be no rollover of unused data to subsequent time periods. Out-of-bundle data rates will be charged upon the expiry or depletion of relevant data bundles and at such rates as we may determine from time to time.

Airtime is valid for 60 days from date of purchase. Upon expiration of the 60 day period, all unused airtime will be forfeited and there shall be no rollover of unused airtime to subsequent time periods.

There is a R1,000 total transaction limit per mobile number, per day.

Clientèle Mobile airtime can be converted into data at the Network Provider rates via USSD, Dial *140# and select option 2.

We will not refund any amount in respect of airtime or data purchased.

11. International Roaming:

International roaming is not available as part of our Services.

Only international dialling, SMS and MMS functionality will be available to numbers registered outside of the borders of South Africa.

By making use of our Services in respect of international numbers, you agree to being charged increased international rates (the details of which may be obtained from our customer services centre, as well as on www.clientele.co.za).

12. Indemnity and waiver:

Unless provided to the contrary in terms of any relevant law, you indemnify us against any loss or damage, of whatsoever nature, which you or any third party may suffer as a result of our Service and/or an interruption or delay therein whether or not the same was caused by any act, omission, neglect or default on our part or any third party provider.

13. Disclosure of Information

You consent that we may, to the extent permitted by applicable law, disclose inter alia your personal information, documents, and detailed call records to:

- any relevant regulatory body or law enforcement agency; and
- any credit providers, credit bureaus or credit reporting agencies.

You further consent that, subject to relevant legislation, we may disclose your personal information to any company forming part of the Clientèle Group of Companies for marketing purposes.

14. Non-insurance Offering



You acknowledge that our Services are not sold or offered as part of an insurance policy underwritten by Clientèle Life Assurance Company Limited or Clientèle General Insurance Limited nor on condition that you take out any such insurance policy. However an insurance offering is linked to this service at no additional cost to you.

15. Specials and Limited Offerings

We reserve the right to, from time to time, introduce and/or offer additional Services-related specials or limited offerings that may be subject to additional terms and conditions.

16. Launch Special

Clientèle Mobile Founder Members

The first 10,000 clients to purchase a SIM card will be classified as Founder Members and will be eligible for a 15% discount off the rate card (as published on www.clientele.co.za) for all future data purchases and 25% discount off the rate card (as published on www.clientele.co.za) for all future airtime purchases as amended from time to time.

Only SIM card purchases up to 30 November 2019 qualify for classification as Founder Members, regardless of whether the 10,000 number is reached.

Clients will receive Founder Member discounts on 1(one) mobile number only.

Founder Member discounts are only applicable on active SIM cards.

If a SIM card becomes inactive due to non-usage (in accordance with the terms and conditions contained on www.clientele.co.za), the Founder Member status will be forfeited. Any subsequent SIM card activated by the same person will not have Founder Member status attached thereto.

Clientèle Rewards members will receive discounts according to their Rewards plan, or their Founder member status, whichever is greater. The Founder Member discount will not be an additional discount over and above any discount available to Clientèle Rewards members.

The benefit is not applicable to any staff employed within the Clientèle Group.

17. Self-RICA

17.1. General

- 17.1.1. The Clientèle App enables you to Self-RICA your SIM card.
- 17.1.2. The feature is available until such time it is discontinued by Clientèle.
- 17.1.3. You must visit www.clientele.co.za regularly for notices, updates and/or changes to this feature.

17.2. Terms of Use

- 17.2.1. You must log-in to the Clientele App to Self-RICA.
- 17.2.2. Minors, i.e. customers under the age of 18, will not be allowed to Self-RICA.
- 17.2.3. Your SIM card number will be necessary in order to complete the Self-RICA process.
- 17.2.4. The Self-RICA functionality will only be available for Clientèle Mobile SIM cards.
- 17.2.5. All input fields will be automatically validated by the system for accuracy and quality.



17.2.6. The following will be acceptable identification documents:

- South Africa green ID book
- South African smart ID
- Passport

17.2.7. If you use a South African smart ID, you will be required to take a picture of the front side of the ID card.

17.2.8. Proof of address not older than 3 months:

- Original letter and/or affidavit from a School
- Original letter and/or affidavit from a Church
- Original letter and/or affidavit from a Retail Store
- Bank Statement
- Utility Bill
- Telephone or Cellular Account
- Lease or Rental Agreement
- Credit Agreement
- Insurance Policy schedule
- Motor Vehicle License document
- TV license

17.2.9. A SIM card number can only go through the RICA process once.



Clientèle Mobile Funeral Cover

Thank you for choosing Clientèle Mobile. As a valued Clientèle Mobile SIM holder, your Clientèle Mobile Funeral cover of R5,000 has been activated at no additional cost to you.

Enclosed are your Policy Schedule and your Policy Terms and Conditions. Please read them carefully and ensure that all the information relating to your policy is accurate. Please remember to choose a beneficiary for the Clientèle Mobile Funeral cover. You can do this by calling our National Contact Centre on 011 320 3000

The valuable benefits of your policy include:

- Funeral Cover Benefit: a lump sum cash benefit of R5,000 for the Insured Life.
- Approved Funeral Benefit claims will be paid within 24 hours.

For more information, please email us at services@clientele.co.za or call our National Contact Centre on 011 320 3000. Our friendly consultants are standing by to assist you.

Yours sincerely,

Hugo Louw
Clientèle Life Managing Director



Clientèle

Clientèle Mobile Funeral Cover

POLICY SCHEDULE

POLICY DETAILS

The Insurer: Clientèle Life Assurance Company Limited. FSP No. 15268

INSURED LIVES

The insured life is the Clientèle Mobile SIM holder that this Clientèle Mobile Funeral Cover is linked to.

BENEFITS

The Funeral Cover Benefit of R5,000 is available as a lump sum.

BENEFICIARY

Please contact Clientèle Life to add or change your beneficiary on 011 320 3000.



Clientèle

Clientèle Mobile Funeral Cover

POLICY TERMS AND CONDITIONS

Some words used in this document have a specific meaning which may differ from the standard dictionary definition.

In order to enjoy the benefits of this cover, you must reside in South Africa. This means that in order to claim, the Insured Life must have spent at least 9 of the preceding 12 months before the claim event inside the borders of South Africa.

SECTION A: BENEFITS

The Funeral benefits start once your Clientèle Mobile SIM card has gone through the RICA process and has been activated. It is important to ensure that you recharge airtime on a monthly basis to keep your SIM Card active and to ensure that your Clientèle Mobile Funeral Cover remains in place. Please note that waiting periods will re-start if you do not recharge for 2 consecutive months, so please read the Policy Rules carefully.

TOTAL FUNERAL BENEFIT

We will pay the Beneficiary the total Funeral benefit amount if the Insured Life dies.

What you are covered for:

Cover is dependent on monthly recharges of airtime and, if sufficient, 100% of the total Funeral benefit will be paid on death due to an Accident.

Should death of an Insured Life occur due to any reason other than as a result of an Accident, the payment will be determined in the following manner:

- 0% of the total Funeral benefit from month 1 – 6 (The waiting period).
- 100% of the total Funeral benefit from month 7 onwards.

The waiting period (i.e. 6 months) is calculated as consecutive months in which the required recharge is made. During the waiting period you receive no cover for death due to any reason other than as a result of an accident. The main reason for imposing a waiting period is to prevent clients from purposefully recharging airtime to activate the benefit, only to immediately claim.

When will you not be covered:

- Death due to a violation of an act of law.
- Death in a waiting period due to any cause other than an Accident.
- Death as a result of suicide within the first 12 months.
- Where the claim is fraudulent in any way.
- Death due to an Accident where such Accident occurred before cover commencement.

Conditions:

- In order to qualify and claim for the Clientèle Mobile Funeral cover for natural death, you need to recharge R50 airtime per month for 6 consecutive months prior to the Life Insured death event.
- Only if you continue paying monthly, will you continue to be covered.
- Should death of the Insured Life occur as a result of an Accident, the cover amount will only be paid if at least 1 airtime recharge of R50 was done in the preceding 6 months.
- Your waiting period for natural death will start again should you miss two months recharge of R50.

SECTION B: HOW TO CLAIM

Notice must be given to Clientèle Life within 60 days of the death of an Insured Life.

Tell us about the claim in one of the following ways:

- Contact our National Contact Centre on 011 320 3000
- Send a fax to 011 320 3170
- Send an email to claims@clientele.co.za



- Via the self service platform on www.clientele.co.za or by dialling *120*337# (standard rates apply)
- SMS the policy number to 31041 (standard rates apply)
- Or visit the Clientèle Head Office: Clientèle Office Park, Cnr. Alon & Rivonia Roads, Morningside

The Claimant must have the following information available when they contact us:

- The Insured Life's policy number and ID number.
- A fax or e-mail address.
- The date and cause of the claim event.

We will then provide a unique claim number, send a claim form and advise what other documents we need in order to process the claim.

Return completed claim form and other required documents in one of the following ways:

- Fax the required documents to 011 320 3170
- E-mail the required documents to claims@clientele.co.za
- Or visit the Clientèle Head Office: Clientèle Office Park, Cnr. Alon & Rivonia Roads, Morningside.

Claim payments will be made in South African Rand via the following payment options:

- Payments for the Funeral Cover will be made via direct deposit into a South African bank account or via selected South African ATMs

Important points to know regarding the claims process:

- We require a certified copy of the South African death certificate, the deceased Insured Life's ID as well as the Beneficiary(ies) ID and payment information.
- All information provided is at the Claimant's own cost.
- If the beneficiary cannot be traced after a period of 2 months from the date the claim was approved, payment will be made into the estate of the deceased insured person.
- We reserve the right to request any additional information required to validate the claim.

SECTION C: POLICY RULES

- This cover has been issued on the basis that the information provided during the Clientèle Mobile SIM Card application process was true and correct.
- The Insured Life may only qualify for this Funeral cover on 1 Clientèle Mobile SIM contract.
- The Insured Life must be between the ages of 18 and 70 to qualify for the Clientèle Mobile Funeral cover.
- If your Clientèle Mobile number is deactivated by the Network Provider due to not recharging, then your Clientèle Mobile Funeral cover will lapse. You will require a new Clientèle Mobile number and a new Clientèle Mobile Funeral cover will be created.
- We reserve the right to change the terms and conditions of this policy at any time provided there are reasonable actuarial grounds or the variation will benefit you, by providing you with 30 days' notice. Please be sure to review these terms and conditions from time to time.
- We reserve the right to cancel your cover with immediate effect if a claim is found to be fraudulent in any respect. This means that you will no longer be covered.
- The Insured Life may change the Beneficiary nominated at any time prior to a claim event, by notifying us. Where a minor Child is a Beneficiary, payment will be made into a trust fund and will only be paid out when the minor Child attains the age of majority.
- This cover acquires no surrender, loan or paid up values.
- The cover will remain active as long as the airtime recharges are up to date.
- This cover is free from all restrictions on occupation or travel of an Insured Life unless otherwise stated.
- Any question of law arising shall be decided according to the laws of the Republic of South Africa.

SECTION D: DEFINITIONS

Words used in this document have a specific meaning, as stipulated below, which may differ from the standard dictionary definition.



Accident	Means a sudden and unexpected event, which is caused solely and directly by violent, physical means and resulting in an external, visible injury confirmed by clinical examination and appropriate testing. Please note that the following is specifically excluded: <ul style="list-style-type: none">• Any event occurring before policy commencement or resale date (whichever occurred last) and,• Suicide or Self-Inflicted Injury.
Administrator	Means the company responsible for administering the Clientèle Mobile Funeral Cover, in this case, Clientèle Life Assurance Company Limited.
Beneficiary	Is the person(s) entitled to the proceeds of the death benefits of the Insured Life.
Claimant	Is the person that notifies us of a claim and may or may not be the Beneficiary.
Date of Commencement	Is the first day of the month during which your Clientèle Mobile SIM Card is activated.
Insured Life	The person who owns the Clientèle Mobile SIM Card and whose name the Clientèle Mobile SIM Card is allocated to.
Us/We	Clientèle Life Assurance Company Limited. FSP Number 15268.
VAT	Value Added Tax is charged at the standard rate of 15%.



**STATUTORY NOTICE TO LIFE INSURANCE POLICYHOLDERS
IMPORTANT PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document) As a Life Insurance Policyholder, or prospective Policyholder, you have the right to the information below:

About the Insurer

Clientèle Life Assurance Company Limited ("Clientèle Life") is an authorised Financial Services Provider (FSP No. 15268) in terms of the Financial Advisory and Intermediary Services Act ("FAIS Act"), authorised to render advice and intermediary services in respect of Category I, Subcategory 1.1 (Long-term Insurance: Category A), 1.3 (Long-term Insurance: Category B1), 1.4 (Long-term Insurance: Category C), 1.20 (Long-term Insurance: Category B2), 1.21 (Long-term Insurance: Category B2-A), 1.22 (Long-term Insurance: Category B1-A). Clientèle Life is also a licensed Life Insurer in terms of the Insurance Act and the product supplier. Clientèle Life accepts responsibility for the actions of its juristic representative in rendering intermediary services to the extent that such juristic representative acts within the course and scope of its mandate.

Registration No. 1973/016606/06

VAT No. 4230/166/979

The Insurer holds Professional Indemnity Insurance

Postal address: P O Box 1316, Rivonia, 2128

Physical address: Clientèle Office Park, Cnr Rivonia and Alon Roads, Morningside

About the Juristic Representative

Clientèle Life has authorised Affordable Benefits Company (Pty) Ltd ("ABC") to act as its juristic representative by virtue of a duly concluded mandate in terms of section 13 of the FAIS Act. ABC renders intermediary services in terms of FAIS and the Insurance Act. ABC is authorised to render intermediary services in respect of Category I, Subcategory 1.1 (Long-term Insurance: Category A), 1.3 (Long-term Insurance: Category B1), 1.20 (Long-term Insurance: Category B2), 1.21 (Long-term Insurance: Category B2-A), 1.22 (Long-term Insurance: Category B1-A). The representative must indicate to you whether he/she is working under supervision for these categories/sub categories of Insurance. ABC does not receive more than the maximum regulated commission in terms of the Insurance Act for the sale of the policy.

Registration No. 2014/078033/07

Postal Address: P O Box 381, Randburg, 2125

Physical Address: Block B, 1st Floor, 204 Rivonia Road, Morningside

Telephone and Compliance Number: 011 320 3000

Nature and extent of benefits, when they are realisable or payable	Refer to policy wording
Restrictions, limitations, exclusions, or penalties for early termination	Refer to policy wording

. ABC does not directly or indirectly hold more than 10% of the Insurer's shares, or has any equivalent substantial financial interest in the Insurer. The Intermediary has not received more than 30% of its total remuneration during the preceding 12 months from the Insurer.

Details of complaints procedure and services department of Clientèle Life:

1. For any policy queries or additional information, or the details of the public officer, or should you wish to lodge a complaint please contact the National Contact Centre on 011 320 3000 or email services@clientele.co.za. Website: www.clientele.co.za.
2. In the event that your complaint is not satisfactorily resolved, then you may refer the complaint to the Office of the Independent Arbitrator at complaintsarbitrator@clientele.co.za. The Independent Arbitrator has the independence and authority to overturn the initial findings and will only consider cases having previously gone through step (1).
3. In the unlikely event that you are still not satisfied with the decision then you can forward your complaint to the FAIS Ombud on 012 470 9080/012 762 5000 and/or the Ombudsman for Long-Term Insurance on 021 657 5000.

Details of compliance department of Clientèle Life

Clientèle Life has an active Compliance Department. The Head of Compliance and the Department can be contacted on 011 320 3000.

Details of claims procedure and department of Clientèle Life

Procedures for the submission of claims are detailed in your policy and are important. If you have any difficulty in determining the correct procedures, please contact the Claims Department on 011 320 3000.

Extent and nature of airtime recharge obligations

Your policy document reflects the recharge rules, and the frequency of recharging.

Warning

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents you receive. Make notes of what is said to you. Do not be pressured into buying the product, make this decision on your own. Incorrect, or full non-disclosure of relevant information may impact any claims arising from your contract of Insurance.

Matters of importance

- 1.
2. We must give you reasons in writing for the rejection of any claim submitted by you
3. You are entitled to a copy of your policy free of charge.

Conflict of Interest

Clientèle Life has considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. A conflict of interest management policy is available to clients upon request.

Waiver of Rights

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

At Clientèle we endeavour to keep you updated with information and offers on our other products. Should you no longer wish to receive this type of marketing information please unsubscribe by going to <https://clientele.co.za/clientele-communications/> and following the prescribed process.