

WEBSITE TERMS & CONDITIONS

Emthunzini Financial Services (Pty) Ltd
FSP Number: 54028

Last updated: 13 August 2026

1. Introduction

Welcome to the website of **Emthunzini Financial Services (Pty) Ltd** ("EFS", "we", "us", "our" or "the Company").

These Website Terms & Conditions ("Terms") govern your access to and use of the EFS website, including all webpages, content, information, digital tools, forms, applications, functionality and services made available through the website.

By accessing, browsing or using this website, you acknowledge that you have read, understood and agree to be bound by these Terms.

If you do not agree with these Terms, you should discontinue use of the website.

These Terms should be read together with EFS's other applicable legal and regulatory documents, including:

- Privacy Policy;
- PAIA Manual;
- Complaints & Disclosure;
- FAIS/FSP Disclosure;
- applicable product or policy terms and conditions; and
- any other terms, notices or disclosures applicable to a particular service.

2. About Emthunzini Financial Services

Emthunzini Financial Services (Pty) Ltd is a South African financial services provider.

FSP Number: 54028

EFS provides financial solutions and services within the scope of its regulatory authorisation.

These may include financial services relating to:

- Healthcare Solutions;
- Life Cover;
- Funeral Solutions;
- Investments;
- Income Protection;
- Disability and Critical Illness; and
- Financial Planning.

The financial services that EFS may provide are subject to the scope and conditions of its Financial Services Provider licence and applicable South African legislation and regulatory requirements.

3. Purpose of the Website

The EFS website is intended to provide information about:

- EFS and its business;
- financial services and solutions;
- products and services;

- educational information;
- general financial information;
- contact and enquiry facilities;
- claims support information;
- frequently asked questions;
- digital tools and calculators; and
- other information that EFS considers relevant to its clients and prospective clients.

The website is intended to provide general information and facilitate communication between EFS and website visitors.

4. Website Information Is General Information

Information published on this website is provided for general information, educational and marketing purposes.

The information on the website should not automatically be interpreted as:

- personalised financial advice;
- a recommendation to purchase a particular financial product;
- a financial plan;
- a quotation;
- an offer to enter into a contract;
- confirmation of insurance cover;
- a policy;
- a policy schedule; or
- a binding contractual agreement.

Where personalised financial advice is required, you should consult an appropriately authorised financial adviser or representative.

5. Financial Advice

The website may contain general information intended to assist visitors in understanding financial products and services.

However, individual financial circumstances differ.

A financial product or solution that may be appropriate for one person may not necessarily be appropriate for another.

Where EFS provides financial advice, such advice will be provided through its authorised financial services processes and in accordance with applicable legislation and regulatory requirements.

Where appropriate, EFS may consider information relating to a client's:

- financial circumstances;
- needs;
- objectives;
- existing financial arrangements;
- risk profile; and
- other relevant circumstances.

6. Financial Products and Services

EFS may use this website to provide general information about financial products and services offered, advised on or distributed by EFS.

Product information appearing on the website may include general descriptions of:

- products;
- services;
- features;
- benefits;
- eligibility;
- pricing;
- fees; and
- other relevant information.

Such information is provided for general information and marketing purposes and may be changed or updated from time to time.

Important

The information displayed on this website does not constitute the complete terms and conditions of any financial product, insurance policy or contractual agreement.

All financial products and services are subject to the applicable:

- formal quotation;
- policy documentation;
- product terms and conditions;
- eligibility requirements;
- underwriting requirements;
- contractual arrangements; and
- applicable legislation.

Where there is any difference between information displayed on this website and formal contractual documentation, the formal documentation will prevail, subject to applicable law.

7. EFS Legacy Shield

EFS may market and distribute financial solutions under the **EFS Legacy Shield** brand.

Information relating to EFS Legacy Shield may be displayed on the website for general information and marketing purposes.

The website may contain descriptions of the available solutions and their general features.

However, the website does not constitute the complete policy wording or contractual terms applicable to an EFS Legacy Shield product.

Clients and prospective clients should refer to the applicable formal policy documentation for the complete terms and conditions governing the relevant product.

8. Underwriting Relationship

EFS Legacy Shield products are distributed by:

Emthunzini Financial Services (Pty) Ltd
FSP Number: 54028

EFS works in partnership with:

Anayasure Underwriting Managers
FSP Number: 52695

Anayasure Underwriting Managers is referred to as the relevant underwriting partner or underwriting manager where applicable.

The respective roles and responsibilities of EFS, Anayasure Underwriting Managers and the applicable insurer are governed by the relevant product, underwriting, administration and contractual arrangements.

Important

The identification of Anayasure Underwriting Managers as an underwriting manager or underwriting partner **does not necessarily mean that Anayasure is the insurer carrying the insurance risk.**

The identity of the applicable insurer and the contractual parties to the relevant policy will be reflected in the formal product and policy documentation where required.

9. Product Documentation Prevails

The information contained on the EFS website is not intended to replace formal product documentation.

Where there is an inconsistency between:

- website information;
- advertisements;
- brochures;
- marketing material;
- social media content;
- digital content;
- quotations;
- benefit summaries; and
- formal contractual documentation,

the applicable formal contractual documentation will prevail, subject to applicable law.

10. Applications

Information submitted through the website may be used to initiate an enquiry or application process.

Submitting an enquiry or application does not guarantee:

- acceptance;
- approval;
- financial advice;
- insurance cover;
- a quotation;
- policy issuance; or
- any other contractual relationship.

Applications may be subject to verification, eligibility, underwriting, regulatory and other applicable requirements.

11. Quotations

Where EFS provides a quotation through the website or following a website enquiry, the quotation is subject to the terms and conditions stated in the quotation.

A quotation does not necessarily constitute acceptance of an application or confirmation of cover.

The final terms applicable to a product will be contained in the relevant formal documentation.

12. No Automatic Contract or Cover

Accessing the website, submitting an enquiry, requesting information, completing a form or communicating with EFS through the website does not automatically create a contractual relationship.

Where a financial product requires formal acceptance, policy issuance, contractual documentation or confirmation of cover, the applicable requirements must be completed before such a relationship is established.

13. Accuracy of Information

EFS takes reasonable steps to ensure that information published on the website is accurate and current.

However, EFS does not guarantee that all information will always be:

- complete;
- accurate;
- current;
- error-free;
- uninterrupted; or
- available.

Information may become outdated or may be changed without prior notice.

EFS will endeavour to correct material errors when they are identified.

14. Changes to Website Content

EFS reserves the right to update, modify or remove website content from time to time.

This may include:

- webpages;
- articles;
- educational material;
- product information;
- digital tools;
- calculators;
- forms;
- photographs;
- marketing content; and
- other website features.

Such changes may be made to reflect changes in:

- legislation;
- regulation;
- business operations;
- product offerings;
- technology;
- supplier arrangements; or
- other relevant circumstances.

15. Website Availability

EFS endeavours to keep the website available and operational.

However, uninterrupted access cannot be guaranteed.

The website may occasionally be unavailable because of:

- maintenance;
- upgrades;
- technical issues;
- hosting problems;
- telecommunications failures;
- power interruptions;
- cybersecurity incidents;
- third-party failures; or
- circumstances outside EFS's reasonable control.

16. Electronic Communications

EFS may communicate with website visitors and clients through electronic channels where permitted by law and applicable consent requirements.

These channels may include:

- email;
- SMS;
- WhatsApp;
- telephone;
- website notifications; and
- other appropriate electronic communication channels.

Electronic communication does not replace formal documentation where formal documentation is required by law, regulation or contract.

The Electronic Communications and Transactions Act 25 of 2002 provides the South African legal framework for electronic communications and transactions.

17. Online Forms and Enquiries

Information submitted through EFS website forms must be accurate and complete.

You agree not to knowingly submit:

- false information;
- misleading information;
- fraudulent information;
- information belonging to another person without authority; or
- information intended to unlawfully obtain a financial or other benefit.

EFS may contact you to verify information submitted through the website.

18. Personal Information and Privacy

EFS respects the privacy of individuals whose personal information it processes.

Personal information collected through the website will be processed in accordance with applicable South African data-protection legislation, including the **Protection of Personal Information Act 4 of 2013 (POPIA)** and EFS's Privacy Policy.

Personal information may be processed for lawful purposes including:

- responding to enquiries;
- providing financial services;
- processing applications;
- providing quotations;
- client administration;
- policy administration;
- claims administration;
- regulatory compliance;
- fraud prevention;
- record keeping;
- communication; and
- other lawful business purposes.

Please refer to the **EFS Privacy Policy** for detailed information regarding the collection, use, storage, retention and protection of personal information.

19. Direct Marketing

Where EFS engages in direct marketing through electronic or other communication channels, such activities will be conducted in accordance with applicable legislation and regulatory requirements.

Where consent is required, EFS will obtain and manage consent in accordance with applicable requirements.

Where required by law, recipients will be provided with an appropriate mechanism to opt out of direct marketing communications.

20. Website Security

EFS takes reasonable measures to maintain the security and integrity of the website.

However, no internet-based system can be guaranteed to be completely secure.

You acknowledge that internet communications carry inherent risks.

You must not:

- attempt to circumvent website security;
- gain unauthorised access;
- introduce malicious software;
- interfere with website systems;
- disrupt website functionality; or
- knowingly compromise the security of the website.

21. Prohibited Use

You may not use this website for any unlawful or unauthorised purpose.

You may not:

- commit or facilitate fraud;
- impersonate another person;
- submit false information;
- distribute malicious software;
- attempt unauthorised access;
- interfere with the operation of the website;
- scrape or systematically extract information without permission;
- infringe intellectual property rights;
- distribute unlawful or harmful content; or
- use the website in a manner that could damage EFS or its clients.

EFS reserves the right to restrict access where reasonably necessary to protect the website, its systems, clients or business.

22. Intellectual Property

Unless otherwise stated, all content on the EFS website is owned by EFS or used by EFS under an appropriate licence or permission.

This includes:

- EFS branding;
- logos;
- trademarks;
- product names;
- written content;
- photographs;
- graphics;
- illustrations;
- videos;
- website design;
- documents;
- marketing materials; and
- other original content.

Nothing on the website transfers ownership of EFS intellectual property to a website visitor.

23. Use of Website Content

You may access and view the website for lawful personal or business purposes.

You may not, without prior written permission from EFS:

- reproduce substantial portions of the website;
- modify EFS content;
- commercially exploit EFS content;
- redistribute EFS marketing material;
- reproduce EFS branding;
- copy website designs; or
- represent EFS content as your own.

Nothing in this section limits rights that cannot lawfully be restricted.

24. Third-Party Websites and Links

The EFS website may contain links to third-party websites.

These may include websites operated by:

- regulators;
- insurers;
- underwriting managers;
- financial institutions;
- suppliers;
- service providers;
- payment providers;
- social media platforms; and
- other organisations.

Third-party websites operate independently from EFS.

EFS does not necessarily control, endorse or guarantee the:

- accuracy;
- availability;
- security;
- content; or
- privacy practices

of third-party websites.

You should review the terms and privacy policies of third-party websites before using them.

25. Regulatory Compliance

EFS operates within the applicable South African financial services regulatory framework.

Depending on the service being provided, this may include compliance with:

- the **Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS Act)**;
- the FAIS General Code of Conduct;
- applicable FSCA requirements;
- the **Consumer Protection Act 68 of 2008**;
- the **Protection of Personal Information Act 4 of 2013 (POPIA)**;
- the **Promotion of Access to Information Act 2 of 2000 (PAIA)**;
- the **Electronic Communications and Transactions Act 25 of 2002**; and
- other applicable South African legislation and regulatory instruments.

The applicable requirements will depend on the nature of the financial service or transaction

26. Financial Services Provider Disclosure

Emthunzini Financial Services (Pty) Ltd

FSP Number: 54028

EFS is authorised to provide financial services within the scope and conditions of its FSP licence.

Clients may verify EFS's regulatory status through the relevant Financial Sector Conduct Authority channels.

Further information regarding EFS's regulatory status and disclosures is available through the **FAIS/FSP Disclosure** section of the website.

27. Underwriting Manager Disclosure

For relevant EFS Legacy Shield arrangements:

Anayasure Underwriting Managers

FSP Number: 52695

Anayasure Underwriting Managers is identified as an underwriting partner/underwriting manager in relation to the applicable arrangement.

The respective roles and responsibilities of EFS, Anayasure Underwriting Managers and the applicable insurer are governed by the relevant contractual and product arrangements.

The applicable insurer and contractual parties will be identified in the relevant formal product documentation where required.

28. Conflicts of Interest

EFS is committed to identifying, managing and disclosing conflicts of interest in accordance with applicable regulatory requirements.

Where a conflict of interest is identified, EFS will take reasonable steps to manage the conflict appropriately and in accordance with applicable requirements.

Further information may be contained in EFS's applicable **Conflict of Interest Management Policy** and regulatory disclosures.

29. Treating Customers Fairly

EFS is committed to treating customers fairly and conducting its business in a manner consistent with applicable regulatory requirements.

EFS aims to provide clients with information that is:

- clear;
- relevant;
- understandable; and
- appropriate to the service being considered.

Clients should be provided with sufficient information to make informed decisions within the applicable regulatory framework.

30. Consumer Protection

EFS recognises the rights and protections afforded to consumers under applicable South African consumer-protection legislation.

Nothing in these Terms is intended to:

- exclude a statutory consumer right;
- limit a right that cannot lawfully be limited;
- create an unfair contractual term; or
- circumvent applicable legislation.

Where a provision of these Terms conflicts with a mandatory legal requirement, the mandatory legal requirement will prevail.

31. Complaints

EFS is committed to resolving client complaints fairly, objectively and efficiently.

If you are dissatisfied with an EFS service, interaction or financial service, you should first make use of EFS's formal complaints procedure.

The **Complaints & Disclosure** section of the website provides information regarding:

- how to lodge a complaint;
- the information required;
- EFS complaint contact details;
- internal escalation;
- applicable external dispute-resolution mechanisms; and
- further escalation where applicable.

Nothing in these Terms prevents a client from exercising any statutory or regulatory right to lodge a complaint with a competent authority, ombud or dispute-resolution body.

32. PAIA

EFS maintains a **PAIA Manual** in accordance with applicable requirements.

The Promotion of Access to Information Act provides a framework for requesting access to records held by public and private bodies.

The EFS PAIA Manual is available through the **Support & Legal** section of the website.

Requests for access to records must be submitted in accordance with the procedures set out in the EFS PAIA Manual.

33. Limitation of Liability

To the extent permitted by applicable law, EFS will not be liable for losses arising solely from:

- temporary website unavailability;
- internet or telecommunications failures;
- third-party website failures;
- technical errors;
- reliance on information that has subsequently become outdated;
- unauthorised third-party interference; or
- circumstances outside EFS's reasonable control.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by law.

Nothing in these Terms is intended to limit statutory consumer rights.

34. Events Beyond EFS's Reasonable Control

EFS will not be responsible for delays or interruptions caused by circumstances beyond its reasonable control, to the extent permitted by law.

Such circumstances may include:

- natural disasters;
- severe weather;
- fire;
- civil unrest;
- industrial action;
- government action;
- telecommunications failures;
- infrastructure failures;
- widespread system failures;
- cybersecurity incidents;
- pandemics; or
- other circumstances beyond EFS's reasonable control.

35. Changes to These Terms

EFS may update these Website Terms & Conditions from time to time.

The latest version will be published on the website with the applicable **Last Updated** date.

Changes to these Website Terms do not automatically amend any existing financial product, insurance policy or contractual agreement.

Any amendment to an existing contractual relationship will be governed by the relevant contractual terms and applicable law.

36. Existing Clients and Policyholders

These Website Terms govern the use of the EFS website.

They do **not** amend, replace or override the terms of an existing:

- insurance policy;
- financial product;
- quotation;
- agreement; or
- other contractual relationship.

Existing clients and policyholders remain subject to the formal documentation applicable to their particular product or service.

37. No Contractual Reliance on Website Content

Except where expressly stated otherwise, information published on this website should not be relied upon as creating contractual rights or obligations.

The website is intended to provide general information and facilitate access to EFS's services.

Formal contractual rights and obligations arise from the relevant agreements, policies, quotations and other applicable documentation.

38. Governing Law

These Website Terms & Conditions are governed by the laws of the **Republic of South Africa**.

Any dispute relating to the use of the website will be dealt with in accordance with applicable South African law and, where appropriate, the applicable regulatory, ombud or dispute-resolution framework.

39. Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be modified or removed to the minimum extent necessary.

The remaining provisions will continue to apply to the extent permitted by law.

40. No Waiver

If EFS does not immediately enforce any provision of these Terms, this does not constitute a waiver of EFS's right to enforce that provision at a later date.

41. Entire Agreement Regarding Website Use

These Website Terms, together with the documents expressly incorporated by reference, constitute the terms governing your use of the EFS website.

These Terms do **not** constitute the contractual terms of an insurance policy, financial product or other financial service.

The relevant formal product or contractual documentation will govern the applicable financial product or service relationship.

42. Contact Details

Emthunzini Financial Services (Pty) Ltd

FSP Number: 54028

Physical Address:
35 Newquay Road
New Redruth
Alberton
South Africa

Telephone: 087 183 1300
WhatsApp: 082 923 6025
Email: hello@emthunzinifs.co.za

Underwriting Partner

Anayasure Underwriting Managers
FSP Number: 52695

43. Related Legal & Regulatory Documents

The following documents are available or should be made available through the **Support & Legal** section of the EFS website:

- **Contact Us**
- **FAQs**
- **Claims Support**
- **Website Terms & Conditions**
- **Privacy Policy**
- **PAIA Manual**
- **Complaints & Disclosure**
- **FAIS/FSP Disclosure**
- **Applicable Product Terms & Conditions**
- **Conflict of Interest Management Policy**, where applicable.

IMPORTANT NOTICE

The information contained on this website is provided for general information and marketing purposes.

Nothing on this website replaces the formal terms and conditions, policy wording, quotation, policy schedule or other contractual documentation applicable to a financial product or service.

Where there is any inconsistency between information displayed on this website and the applicable formal contractual documentation, the formal documentation will prevail, subject to applicable law.

Emthunzini Financial Services (Pty) Ltd
FSP 54028

Your Finance. Your Future. Our Focus.

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