

# CHADWICKS

## WHATSAPP TERMS OF USE

### 1. Purpose and Scope

1.1 Chadwicks Risk & Insurance Brokers (Pty) Ltd ("Chadwicks") uses a dedicated WhatsApp channel as a supplementary communication tool to enhance client service and convenience

1.2 "Client/You/Your" means the person who uses WhatsApp to access the services that we offer and are subject to this agreement.

1.3 The WhatsApp platform does not facilitate voice calls and is designed for quick and informal interaction

1.4 The WhatsApp channel is for general communication only. It is not a formal channel for insurance policy instructions, changes or advice. No communication via WhatsApp constitutes Advice or an Intermediary Service as defined in the Financial Advisory and Intermediary Services Act (FAIS). For your protection and ours, all formal insurance instructions or advice must be transacted using email or voice calls to our office number during our official office hours.

1.5 These Terms of Use govern your communication with Chadwicks via WhatsApp and ensure compliance, professionalism and data security.

1.6 By initiating or responding to communications via WhatsApp, you explicitly agree to be bound to the following terms and conditions.

### 2. Permitted Use

2.1 You may use this WhatsApp channel for:

2.1.1 General enquiries such as routine questions or scheduling meetings

2.1.2 Claims notifications and policy status updates (redirected to official channels for detailed queries).

2.1.3 Emergency assistance during and after business hours, where clients will be redirected to the appropriate internal team during business hours and to our dedicated support team after business hours.

### 3. Prohibited Use

3.1 WhatsApp must not be used for:

3.1.1 Providing insurance advice. All advice must be communicated in writing via email, as detailed in our [Terms of Trade](#).

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3.1.2 Submitting policy changes or instructions. All risk requests must be submitted via email. No policy changes, instructions or cover requests will be accepted via WhatsApp.

3.1.3 Sharing confidential client information such as Policy Schedules, financial details or sensitive data.

3.1.4 Handling disputes or complaints. Formal complaints must follow Chadwicks Complaints Procedure, which is documented on our website [chadwicks.co.za/Information/Legal&Regulatory](http://chadwicks.co.za/Information/Legal&Regulatory).

3.1.5 Business related WhatsApp conversations or messages on employees' personal electronic devices. Our dedicated WhatsApp number must be used.

### **4. Expectations and Availability**

4.1 The WhatsApp channel is monitored by Chadwicks during official business hours (Monday to Friday, excluding public holidays).

4.2 After hours messages will receive an automated response directing clients to email or emergency support.

4.3 This channel is strictly text based. Voice calls are not accepted.

### **5. Security and Privacy**

5.1 While Chadwicks takes reasonable measures to ensure the security of WhatsApp communications:

5.1.1 You acknowledge that WhatsApp is a third party platform with its own privacy policies and terms of service.

5.1.2 Chadwicks cannot guarantee the security of information transmitted via WhatsApp. Avoid sharing sensitive personal or financial information through this channel

5.1.3 Before you send us a WhatsApp message, you must ensure that there is a green tick next to our profile. This tick indicates that WhatsApp (Meta) has verified our WhatsApp account.

5.1.4 Do not respond to any messages from a number claiming to be our number.

5.1.5 For more information on how Chadwicks processes personal data, refer to our Privacy Policy available at:

<http://www.chadwicks.co.za/information/legal&regulatory>

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### 6. Termination of Access

6.1 Chadwicks reserves the right to suspend or terminate your access to its WhatsApp Business account at any time without prior notice if:

6.1.1 You breach these Terms of Use.

6.1.2 The platform is misused for illegal, fraudulent or inappropriate purposes.

6.1.3 Regulatory obligations necessitate termination.

### 7. Indemnities and Liability

7.1 You indemnify Chadwicks against any losses, damages or costs arising from:

7.1.1 Unauthorized access to their WhatsApp account.

7.1.2 Compromises in confidentiality due to using WhatsApp for communication.

7.2 Chadwicks will not be liable for losses caused by technical issues with WhatsApp, interruptions in service availability or incorrect information provided by you.

### 8. Amendments

8.1 These WhatsApp Terms of Use may be updated periodically without prior notice.

The latest version will always apply and can be accessed at:

<http://www.chadwicks.co.za/information/legal&regulatory>

### 9. Legal Disclaimer

9.1 Communication via WhatsApp does not constitute a binding agreement or confirmation of insurance cover, unless explicitly confirmed in writing by an authorized Chadwicks representative. For the avoidance of doubt, insurance cover requests or changes, regardless of the communication channel, will only be valid if confirmed through an email from a chadwicks.co.za domain and from an authorized Chadwicks representative.

9.2 Regulatory compliance under the Financial Advisory and Intermediary Services Act (FAIS), 37 of 2002, requires Chadwicks to store and record all advice and intermediary services; therefore, WhatsApp is not used for formal insurance purposes, as it is fundamentally not designed for document storage and retrieval. The services that we provide to you via WhatsApp are not Advice or Intermediary Service as detailed in the FAIS Act.

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9.3 Important agreements, terms and policies which govern the basis of our engagement, such as Terms of Trade, Complaints Procedure, Privacy Policy and Advisory Limitations Agreement, can be accessed at:

[www.chadwicks.co.za/information/legal&regulatory](http://www.chadwicks.co.za/information/legal&regulatory)

### 10. Terms of Trade

10.1 These WhatsApp Terms of Use are intended to complement our standard Terms of Trade and our Advisory Limitations Agreement, which are both available on our website ([www.chadwicks.co.za](http://www.chadwicks.co.za) – see Information, [Legal & Regulatory](#)).

These WhatsApp Terms of Use are updated from time to time and the latest version will always be available on our website. When referencing this agreement, the version published on our website at the relevant time will be the version that applies as the basis of our engagement.

10.2 All the agreements should be read together to provide a comprehensive understanding of the scope of our services and responsibilities. Each document stands on its own and addresses different aspects of our relationship with you. For the general scope of our advisory and intermediary services, please refer to the Terms of Trade and the Advisory Limitations Agreement, while this WhatsApp Terms of Use mainly clarifies the boundaries of what we offer when using WhatsApp as a communication channel.

10.3 In the event of any conflict between the provisions of these WhatsApp Terms of Use and the Terms of Trade and the Advisory Limitations Agreement on our website under [Legal & Regulatory](#), the more specific provisions in the relevant agreement shall apply, unless explicitly stated otherwise.

### 11. Governing Law

11.1 This agreement is governed by the laws of South Africa.

11.2 If any provision is deemed unenforceable by a competent court, the remaining provisions shall remain valid and enforceable.

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11.3 By using Chadwicks official WhatsApp channel, you confirm that you have read, understood and accepted these Terms of Use, along with our full Terms of Trade, Advisory Limitations Agreement and other Legal and Regulatory terms and policies available on our website, [www.chadwicks.co.za/Legal & Regulatory](http://www.chadwicks.co.za/Legal&Regulatory)