# ADDENDUM TO THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

### **100MB DATA BENEFIT**

## **100MB DATA BENEFIT**

This Addendum forms part of your membership agreement and should be read with all the terms of your membership agreement, that you have with us. If you need a copy of this agreement, you can contact us on 087 357 7777. The additional fee will be part of your total monthly fee debit (the fee includes any premium which is payable by us to the Insurer for Cover). All terms and conditions of your membership agreement will apply.

## 1. WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

- 1.1. For your additional monthly membership fee (after we pay the premium for insurance Cover) you get the following benefits: i. 100MB Data award; and
  - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 1.2. Unless we tell you otherwise, as soon as we have received payment you can start using your benefit.
- 1.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, addendums, amendments and endorsements.

### 2. WHAT ADDITIONAL DATA AWARDS HAVE YOU GOT AND WHEN CAN YOU USE THEM?

2.1. Your Data Awards

## 100MB DATA

Every time we successfully collect your monthly membership fee we will provide you with a 100MB of data. The 100MB of data will be activated from the successful collection of your monthly membership fee and available for a period of 30 days, after which it expires.

## 3. HOW DO YOU ACCESS YOUR DATA BENEFITS?

- 3.1. You must RICA first before you can use your SIM card.
- 3.2. You **can** purchase more data through The Unlimited App. The App is free and can be downloaded in Google Play Store or the App Store for Android and iOS phones respectively. Terms and conditions will apply and is available via The Unlimited App.
- 3.3. If you have any guestions our agents will be able to help you on 087 357 7777.

# 4. IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH DATA AWARDS?

- 4.1. If you do not pay your monthly fee you will not be able to use the benefits and we can also take back any data we gave you.
- 4.2. If you have committed fraud or have not given us all your correct details (now or when you use a benefit).
- 4.3. If you do not use the SIM card for a consecutive period of 90 days at any time from the Start date of the policy, you agree that we can deactivate your SIM card and give your number to someone else.

# 5. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 5.1. This membership agreement is month to month. It will renew on the same terms each time we successfully collect the monthly fee.
- 5.2. You can cancel at any time give us a call so we can assist you and help you make the right decision. There is a cooling off period of 30 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF** you have not used any of the benefits (i.e. your data).
- 5.3. We can change or cancel this agreement but we will give you 30 days' notice (warning) before we change any of these conditions or cancel the membership agreement. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
- 5.4. One of the changes we might make is a change to the amount you pay in respect of the Fee. This will happen if you accept more membership or insurance benefits from us or annually if we need to do a price increase.

### 6. FOR COMPLAINTS AND COMPLIANCE

It is important to us that you are happy with your benefits. If you are unhappy for any reason, please call us on **087 357 7777** and give us a chance to see if we can set things right.



## **R20 000 ACCIDENTAL DEATH**

# **ENDORSEMENT TO INSURANCE POLICY:**

# **ACCIDENTAL DEATH BENEFIT (R20,000.00)**

This Addendum forms part of your insurance policy and should be read with all the terms of your insurance policy, that you have with us. If you need a copy of this agreement, you can contact us on 087 357 7777. The additional premium will be part of your total monthly fee debit (the fee includes any premium which is payable by us to the Insurer for Cover). All terms and conditions of your insurance policy will apply.

### 1. DETAILS OF THE INSURER

This Long-term Insurance Policy is underwritten by Santam Structured Life Limited, a registered long-term insurer and an authorised financial services provider (FSP No 1026) "the Insurer".

The insurer agrees to provide the cover under this Policy during any period of insurance for which You have paid a Premium and subject to the terms and conditions of this Policy being met, we will use the information that You have provided to Us, or that was provided on your behalf, as true, and the "insurer" will use that information as the basis for the cover provided under this Policy. Any endorsements to Your Policy the Insurer issues will form part of the Policy.

PLEASE NOTE THAT THIS IS NOT A MEDICAL SCHEME AND THE COVER IS NOT THE SAME AS THAT OF A MEDICAL SCHEME. THIS POLICY IS NOT A SUBSTITUTE FOR MEDICAL SCHEME MEMBERSHIP. THIS POLICY IS NOT A FUNERAL POLICY.

### 2. PREMIUM PAYABLE

The premium for the additional Cover for the main member (only) is **R2.60 pm**. Should you add your spouse, the total additional premium will be **R4.40 pm** [that is an additional premium of R1.80 pm for adding your spouse].

### 3. TABLE OF POLICY BENEFITS

Subject to the acceptance by you of the terms set out in this policy, the insurer will provide the following Cover:

ACCIDENT DEATH COVER			
Who is covered?	What is covered?	Benefit limits	
You (the main member) and your spouse (whose names and dates of birth you have given us) and for whom the applicable premium has been paid.	The death of you (the main member) or your spouse (if you have added your spouse) as a direct result of an accident from any cause not excluded in this Policy.	R20,000.00 (twenty thousand Rand)	

### 4. WHEN CAN YOU CLAIM?

- 4.1. Unless there is a waiting period [refer to your insurance policy terms and conditions], as soon as we have received your first premium, and you have an insured event, you can start using your insurance benefits (the "Start Date").
- 4.2. The insured event must have happened in South Africa and after the Start Date.

Please note as this is an endorsement to your existing Policy, if you have met the waiting periods on the Policy for Death or any part thereof, only the balance of any applicable waiting period will apply. If you fail to make any payment of an applicable premium on the Policy (including this endorsement) waiting periods will start again. There are no waiting periods for Accidental Death Cover.

## 5. HOW DO YOU CLAIM YOUR INSURANCE BENEFITS?

- 5.1. For **ACCIDENTAL DEATH CASH BENEFIT** claims. It's simple, **CALL US on 087 357 7777**. Our agents will guide you through the process if you want to claim or you just have a query.
- 5.2. Conditions in terms of ALL claims submitted:
  - 5.2.1. We will need certain documents from you which help us decide your claim or to provide the service, for example a death certificate or a police report. We may also need you to give us other documents. If you don't give us the documents, within 30 days of the insured event, we cannot properly assess or pay your claim or provide the service.

Your claim documents can be Emailed, Faxed, Posted, Couriered or Hand Delivered [Remember that all forms of personal identification e.g. ID Document, must be certified].

### THE UNLIMITED - CLAIMS DEPARTMENT

Postal Address : Private Bag X7028, Hillcrest, 3650 Physical Address: 1 Lucas Drive, Hillcrest, 3650 Email Address : info@theunlimited.co.za Fax Number : 086 242 7823/086 674 8138



- 5.2.2. If the person we have to pay ("the beneficiary") does not live in South Africa, the insurer may make payment into a foreign bank account and:
  - i. the beneficiary will need to meet any requirements of the insurer; and
  - ii. the claim will be paid to the value of the Rand amount and subject to any requirements made on the insurer both by South African law and the laws of the country where the bank account is held.
- 5.2.3. Neither we nor the insurer will be responsible for meeting any legal requirements the beneficiary must meet to receive payment of a claim in South Africa or another country.
- 5.2.4. If the insurer declines your claim; then you have 90 days from the date of the decision to challenge the insurer's decision on a claim by writing to us with reasons. If the insurer's decision remains unchanged, and you want to start a legal process, you have an additional 180 days to do so or your claim will lapse.
- 5.2.5. If you have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,000.00 from all policies combined. We shall not be liable to pay or contribute more than our pro rata portion of the maximum payable daily limit, subject to the maximum limit provided by this policy or which ever is the lesser.
- 5.2.6. Failure to submit a fully completed Claim Form and all requested documentation within 30 days of the insured event may result in Your claim being regarded as rejected by the insurer.
- 5.2.7. All costs incurred in submitting a claim are for Your account.
- 5.2.8. There are some more important details on how to claim in the STATUTORY AND FAIS DISCLOSURE NOTICE attached to this policy.

# 6. WHO WILL WE PAY?

6.1. We will pay you, by payment into your South African Bank Account. If you have died, we can pay your spouse or the executor of your estate or Beneficiary **BUT** they will need to give us proof of their status (for example, identity details or letters of executorship). Payment to any of them will discharge Our liability.

# 7. WHEN WILL WE NOT PAY A CLAIM (General Exclusions)

- 7.1. We will **NOT** pay a claim:
  - 7.1.1. If you participate in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack/activity or loss which is a direct result of nuclear reaction or radiation.
  - 7.1.2. For any events that occurred before we receive your first premium payable in terms of this agreement or if you fail to pay any premium on or before the due date for payment.
  - 7.1.3. If your claim is because of you attempt to commit or willingly involving yourself in an unlawful act, dangerous conduct, self-inflicted harm and/or substance abuse (for example, drugs and alcohol).
  - 7.1.4. If you have committed fraud, or you have not told us the truth or you have not given us all your correct details including about your health (now or when you claim).
- 7.2. In addition to the above general exclusions, We will NOT pay a claim:
  - 7.2.1. For the **ACCIDENTAL DEATH BENEFIT**, if you or an insured person has a pre-existing health condition that relates to a claim. This is a condition you had or have before the Start Date and includes any pre-existing illness, injury, infirmity or congenital disorder (whether mental or physical).

# 8. GENERAL POLICY TERMS AND CONDITIONS

- 8.1. From time to time we may in our sole and absolute discretion offer to increase your Cover at no additional cost to you. We will notify you of any increases by SMS to the number you have on record with us.
- 8.2. We will only provide Cover for people whose names and birth dates you have given us. They must be South African citizens or have residential rights in South Africa.
- 8.3. If we can't deduct the premium from your bank account (for example, if you don't have funds) you will not be covered. To allow us to restore your Cover, you agree that if we cannot collect the premium from your bank account in any given month, we can try and collect from your account for the next three months. If we successfully debit your bank account again the date of that collection will be the new policy Start Date. Any bank charges incurred as a result of the above will be for your own account.
- 8.4. There is a 15-day grace period from the date your premium was due within which you can make payment to ensure you have Cover. Please note that the 15 days' grace period is only effective from your second month of insurance following your initial Start Date.
- 8.5. Unless previously cancelled by reason of Your membership of The Unlimited family terminating, you can cancel your policy at any time.
- 8.6. We can change or cancel this policy at any time including the insurance benefits, but we will send you at least 31 days' notice (warning) before we change or cancel anything. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.



### 9. FOR COMPLAINTS AND COMPLIANCE

- 9.1. It is important to us that you are happy with your Cover. If you are unhappy with us or your policy, please contact us and give us a chance to see if we can set things right **087 357 7777**.
- 9.2. If you are still not happy and it is about your **COVER**, then:
  the insurer would like to hear from you. Their details are in the attached STATUTORY AND FAIS DISCLOSURE NOTICE; and if this still hasn't helped, this policy is regulated by the FAIS OMBUD and the LONG-TERM INSURANCE OMBUD. Their details are also in the STATUTORY AND FAIS DISCLOSURE NOTICE.

### 10. WHAT DO THESE WORDS MEAN?

- 10.1. "accident" means an external, violent, unexpected and visible event but which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
- 10.2. "accidental death" means the death of an insured person as a direct result of an accident. In cases of accidental death, a post-mortem and an inquest are to be held.
- 10.3. "acquired immune deficiency syndrome/AIDS" has the meanings assigned to them by the World Health Organisation and includes, without limitation, Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus ("HIV"), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.
- 10.4. "accidental death benefit" means the Cover payable by the insurer in the event of your or any other insured person's death directly caused by an accident.
- 10.5. "insured event" means an insured person's death from any cause not excluded in this policy.
- 10.6. "insured person" means you and/or your spouse who is covered under the insurance policy.
- 10.7. "pre-existing condition" means a condition (for example, mental, physical injury and illness) which existed prior to the original inception (Start Date) of your Cover or reinstatement or reissue date of your policy and for which you have (or should have) been to a doctor for treatment. This condition would not have a short-term cure (for example, an acute condition like a cold or flu), and needs ongoing treatment or medicine (for example, a chronic condition like diabetes, cancer, heart condition, congenital or HIV/AIDS and related illnesses).



# STATUTORY DISCLOSURE NOTICE IN TERMS OF THE POLICY PROTECTION RULES (LONG-TERM INSURANCE ACT) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT ("FAIS")

There are certain facts we are obliged to disclose in terms of legislation, to ensure you not only know about it, but understand it as well. The most important objective of these obligations is to ensure you, the Policyholder, have full knowledge of the financial service providers involved in delivering the service to you.

# 1. DETAILS OF THE INTERMEDIARY (BINDER HOLDER)

Company Name : The Unlimited Group (Pty) Ltd (The Unlimited)

Physical Address : 1 Lucas Drive, Hillcrest, 3650
Postal Address : Private Bag X7028, Hillcrest, 3650

Telephone Number : 0861 990 000

Fax Number : 021 883 8005/0865 009 307 Email Address : info@theunlimited.co.za Website : www.theunlimited.co.za

Company Registration Number: 2002/002773/07

FSP License Number : 21473 VAT Number : 4360161139

Details of FAIS Compliance : Moonstone Compliance

Compliance Officer : Ms CL Ingle

Postal Address : PO Box 12662, Die Boord, Stellenbosch, 7613

Telephone Number : 021 883 8000 Fax Number : 021 883 8005

Email Address : <a href="mailto:cingle@moonstonecompliance.co.za">cingle@moonstonecompliance.co.za</a>

### 2. DETAILS OF THE INSURER

That underwrites the insurance benefits and which is a registered long-term insurer and an authorised financial services provider.

Company Name : Santam Structured Life Limited

Physical Address : 7th Floor, Alice Lane Building 3, c/o Alice Lane & 5th Street, Sandton, 2196

Postal Address : PO Box 652659, Benmore, 2010 Telephone Number : 0860 762 745 or 011 685 7600

Fax Number : 011 784 9858
Website : www.santam.co.za
Company Registration Number : 2002/013263/06

FSP License Number : 1026 VAT Number : 4100149816

**Details of Compliance Department:** 

Telephone number : 0860 762 745/011 685 7600 Email address : <u>SSL.compliance@santam.co.za</u>

### THE INTERMEDIARY AND BINDER HOLDER

a.	Conflict of Interest	In accordance with our conflicts management policy, we place a high priority on our clients' interests. We will endeavour to identify, manage and as far as reasonably possible avoid any such instances. Our conflict of interest policy is available on our website at <a href="https://www.theunlimited.co.za">www.theunlimited.co.za</a> .	
b.	Insurance Cover	The Unlimited holds professional indemnity and fidelity insurance.	
C.	Basis of Advice	The Unlimited does not provide Advice as defined in the FAIS Act as a feature of its business. In order to ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, we strongly recommend that you request all the necessary documentation and information you feel necessary for you to make an informed choice; before you make a final decision.	



d.	Written mandate to act on behalf of insurer	Yes. The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the insurer.	
e.	Consequences of non-payment of premium	You are required to pay the premium as agreed and in accordance with the payment terms reflected in your policy schedule. The consequences of non-payment of the Premium will be that cover will lapse (i.e. you will not be covered). You will be entitled to a grace period of 15 (fifteen) days after the due date (except in the first month) in which to pay your premium. Kindly note that such provision for 15 (fifteen) days grace will only apply with effect from the second month of the currency of the policy.	
f.	Whether more than 10% of the insurer's shares are held or whether more than 30% of total remuneration was received from the insurer	The Unlimited does not hold more than 10% of the insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the insurer.	
g.	Binder fees and of commissions earned	The Financial Services Provider earns a maximum of <b>50</b> % of the gross written premium payable monthly as a Binder fee. The Unlimited earns the statutory regulated commission up to, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act.	
h.	Extent of premium obligations you assume as policyholder	The premium for the Cover of the main member on this endorsement to the Policy is <b>R2.60 pm</b> . If you include your Spouse on this endorsement to the Policy, the additional premium for the Cover will be an amount of <b>R1.80 pm</b> .	
i.	Manner of payment and due date of premiums	See Insurance Policy and/or Master Agreement. Due Date is as agreed by customer at time of acceptance (on your call log or Application form).	
j.	Policy	The policies written constitute Long-Term insurance policies.	
k.	Waiver of Rights	The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waiver 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.	
l.	Financial Intelligence Centre Act (FICA)	Please note that in terms of the Financial Intelligence Centre Act, Santam Structured Life Limited as well as The Unlimited, is obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.	
m.	Legal Status	The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP21473).	
		<u>Licence limitations, restrictions:</u>	
		We must inform the inform the Registrar of any business information change within 15-days.	
		We must maintain a list of all our Key Individuals and Representatives and We must provide a copy of the register to the Registrar.	
		We accept responsibility for services provided by our representatives and confirm that some services are rendered under supervision – Please refer to the FSCA's webpage to view a full list of our representatives.	
		Steps to follow:	
		<ol> <li>Go to "www.fsca.co.za"</li> <li>Click on "Regulated Entities"</li> <li>Under the heading "Regulated Entities and Persons" click on "FAIS"</li> <li>Click on "Financial Service Providers"</li> <li>Insert our FSP Number 21473 in the field "Search for FSP No"</li> <li>Click on "Details" and select the information that you wish to view</li> </ol>	
		We may not provide business under a name not changed in accordance with the provisions of the FAIS Act.	
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		Our products must qualify as financial products, as contemplated by the FAIS Act.	



## 4. HOW TO AMEND/CANCEL YOUR POLICY OR REQUEST INFORMATION

Please contact us on **0861 990 000** should you wish to amend your policy, take out additional cover, cancel your policy or require further information. Alternatively, you may use the following channels to communicate with us:

Postal Address : Private Bag X7028, Hillcrest, 3650

Email Address : info@theunlimited.co.za Fax Number : 086 242 7823/086 674 8138

### 5. HOW TO CLAIM

Should you wish to claim, please call us on **0861 990 000/087 357 7777** and we will provide you with the necessary claim forms and a list of information/documents that we require. You must notify us **within 30 days** of your claim arising and provide us with all the documentation and information we ask for so that we can accurately assess your claim.

Claim documentation can be sent to us via any of the following channels:

# THE UNLIMITED – CLAIMS DEPARTMENT

Postal Address : Private Bag X7028, Hillcrest, 3650

Email Address : info@theunlimited.co.za Fax Number : 086 242 7823/086 674 8138

**IMPORTANT:** Please ensure that all documents/information requested is comprehensive/complete as we cannot finalise a claim without this information, failure to provide us with the required claim validation information could result in the insurer rejecting the claim. Please note that all copies of Identity Document's submitted must be certified.

Should you wish to dispute the rejection of a claim, you are entitled to make representation to the insurer within **90 days** of such decision. If the insurer still declines your claim and you want to approach the relevant Ombud or start a legal process, you have an additional **180 days** to do so or your claim will lapse. Please send in writing, with full motivation for your claim rejection review, for the attention of The Market Conduct Officer (Santam Structured Life Limited):

Postal Address : PO Box 652659, Benmore, 2010 Email : <u>SSI.rejections@santam.co.za</u> Telephone Number : 011 685 7600/0860 762 745

Facsimile Number: 011 784 9858

Effectively the prescription time frame is 9 months in total.

### 6. HOW TO SUBMIT A COMPLAINT

# **Step 1:** Initial Complaints Process

If you have a complaint about this policy or our service in general, you can write to us at <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a> or call our Customer Care line on 0861 990 000/031 716 9600 or fax us on 0865 009 307.

## Step 2: Dispute Resolution Process

Should the outcome of your complaint not be in your favour then you have the right to request The Unlimited to have the matter reviewed:

- a. We will treat such request as a dispute of complaint submitted;
- b. We will notify you of the Name and contact details of The Unlimited representative that will be tasked to facilitate the dispute resolution process; and
- c. When a decision has been reached, you will be provided with the outcome of such decision in writing with reasons for the decision reached.

### Step 3: Representation to The Insurer

Should you not be satisfied with the outcome of your dispute resolution by The Unlimited, and feedback is provided that is not in your favour, you may make representation to Santam Structured Life Limited in writing, by addressing your concerns to:



The Market Conduct Officer:

Telephone : 011 685 7600/0860 762745

Email : SSL.Rejections@santam.co.za (Dispute of Rejection)

Email : SSL.Complaints@santam.co.za (Complaint)

# Step 4: External Dispute Resolution

We encourage clients to endeavour to resolve a complaint with us and/or the Insurance Company first, before submitting a complaint to the relevant Ombudsman. However, you may utilise any of the channels provided as you see appropriate.

If you are not satisfied with the outcome of our dispute resolution process, or if our feedback provided to you is not in your favour, then you have the right to have such a decision/process reviewed by an authorised external party being:

# **Ombudsman for Long-Term Insurance**

Postal Address : Private Bag X45, Claremont, Cape Town, 7735

Fax number : 021 674 0951
Telephone number: 021 657 5000
Share call number : 0860 726 890
Email : info@ombud.co.za
Website : www.ombud.co.za

## The Financial Advisory and Intermediary Services (FAIS) Ombudsman

If you are not satisfied with the way the product was sold to you or the disclosures that were made to you, you may submit your complaint in writing to the FAIS Ombud at:

Postal Address : P. O. Box 74571, Lynnwood Ridge, 0040

Physical Address : Sussex Office Park Ground Floor, Block B, 473 Lynnwood Road, cnr Lynnwood Road and Sussex Avenue,

Pretoria, 0081

Telephone number: 012 470 9080 or 012 762 5000 Fax number : 012 348 3447 or 012 470 9097

Email : <u>info@faisombud.co.za</u>
Website : <u>www.faisombud.co.za</u>

# The Financial Sector Conduct Authority (FSCA)

Postal Address : P.O. Box 35655 Menlo Park, 0102

Physical Address: Riverwalk Office Park, Block B; 41 Matroosberg Road (Corner of Garsfontein and Matroosberg Roads);

Ashlea Gardens, Extension 6, Menlo Park, Pretoria, 0081

Telephone : 012 428 8000 or 0800 110 443/0800 202 087

Fax : 012 347 0221
Email : info@fsca.co.za
Website : www.fsca.co.za

### 7. OTHER IMPORTANT MATTERS

- You must be informed of any material changes to the information referred to herein. If the information was given orally, it must be confirmed in writing within 30 days.
- If any complaint to the Financial Services Provider or the insurer is not resolved to your satisfaction, you may submit the complaint to the Long-Term insurance Ombudsman or the FAIS Ombud.
- If your premium is paid by means of debit order:
  - o It may only be in favour of one legal entity or person and may not be transferred without your approval; and
  - o The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel cover.
- Your insurer must give reasons for rejecting your claim.
- Your insurer may not cancel your insurance merely by informing your Financial Services Provider. There is an obligation to make sure that the notice has been sent to you. You are entitled to a copy of the policy documents free of charge.
- You are entitled to a copy of the voice log of the sale.



- Polygraphs or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention on 0861 990 000.
- Your policy documents contain the name, class and type of policy, special terms and conditions, exclusions, waiting periods as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

### 8. WARNING

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents you receive.
- Make a note of what was said to you.
- Don't be pressurised to buy the product.
- Incorrect or non-disclosure by you of material facts may have a negative impact on the assessment of a claim arising from your contract of insurance.

### 9. PROTECTION AND SHARING OF PERSONAL INFORMATION

In terms of South African law, Your insurer/underwriter may reveal or share information in order to prevent fraud and to issue Your policy fairly.

It is recorded that information relating to the parties to this Long-Term Policy Agreement ("agreement") or to persons whose interests are protected by this agreement may be processed for the conclusion or performance of this agreement, or to protect those interests, or to comply with legal obligations, or this agreement will be stated in the Policy.

THE POLICYHOLDER ("YOU") HEREBY WARRANT AND UNDERSTAND THAT THE INSURER ("WE") AND THE UNLIMITED, INCLUDING OUR AUTHORISED REPRESENTATIVES MAY:

## 9.1.1. Collect Information:

- a. We, including our authorised agents, advisors, partners and service provider/contractors may collect information from You directly; from Your usage of our products and services; from Your engagements and interactions with Us; from public sources, shared databases and from third parties.
- b. You hereby waive Your right to privacy with regard to Your insurance/claim and credit information obtained by Us or our authorised agents, advisors, partners and service provider/contractors.
- c. You acknowledge that any insurance information provided by You may be stored in a shared database and used, as well as for any decision pertaining to the continuance of Your policy or the meeting of any claim You may submit. You agree that such information may be given to any insurer or its agent and Our authorised agents, advisors, partners and service provider/contractors.
- d. You acknowledge that the Information may be verified against legally recognised sources or databases.
- e. Your information will be confidential and will be processed in accordance with this warranty, it is necessary to conclude or perform in terms of the contract with You; the law requires it, or our or a third parties lawful interest is being protected or pursued.
- f. We, including our authorised agents, advisors, partners and service provider/contractors, may process Your information. Information includes amongst others information regarding Your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifier, social media profile, physical or mental health, disability, pregnancy, biometric information (like fingerprints, Your signature or voice), race or ethnic origin, trade union membership, political persuasion, financial history, criminal history and Your name.
- g. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- h. You must be authorised to provide any personal information of third parties to Us. In doing so You indemnify Us, including our authorised agents, advisors, partners and service provider/contractors, against any and all losses by or claims made against it as a result of You not having the required authorisation.



- 9.1.2. Process Your information for the following reasons (amongst others):
  - a. To enable Us to underwrite policies and assess risks fairly.
  - b. To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - c. To detect, prevent and report theft, fraud, money laundering and other crimes.
  - d. To enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You.
  - e. To conduct market and behavioural research, including scoring and analysis to determine if You qualify for products and
  - f. To develop, test and improve products and services for You.
  - g. For historical, statistical and research purposes.
  - h. To process payment instruments (like a cheque) and payment instructions (like a debit order).
  - i. To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
  - To do affordability assessments, credit assessments and credit scoring.
  - k. To manage and maintain Your insurance policy or relationship with Us.
  - I. To disclose and obtain information from credit bureau regarding Your credit history.
  - m. To enable You to participate in the debt review process under the National Credit Act 34 of 2005, where applicable.
  - n. For security, identity verification and to check the accuracy of Your information.
  - o. To communicate with You and carry out Your instructions and requests.
  - p. For customer satisfaction surveys, promotional and other competitions.
  - g. To market to You or provide You with products, goods and services.
  - r. To carry out actions for the conclusion or performance of Your policy/claim.
  - s. To protect Your legitimate interests and to pursue Our legitimate interests or of a third party to whom Your information is supplied.
  - t. We can process Your information outside of the borders of South Africa, according to the safeguards and requirements of the
  - u. We may process Your information using automated means (without human intervention in the decision making process) to make a decision about You or Your application for any product or service. You may query the decision made about You.
- 9.1.3. Share Your information with the following persons (amongst others) whom has an obligation to keep Your information secure and confidential:
  - a. Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
  - b. Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act 34 of 2005.
  - c. Payment processing services providers, merchants, banks and other persons that assists with the processing of Your payment instructions.
  - d. Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
  - e. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
  - f. Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that We under the law have to share Your information with e.g. Credit bureau.
  - q. Our partners, service providers, agents, sub-contractors and other persons We use to offer and provide products and services
  - h. Persons to whom We cede our rights or delegate our obligations to under agreements.

# **10. YOUR RIGHTS**

You have the right to access the information We have about You by contacting the Insurer or The Unlimited at the contact details provided above.

- a. You have the right to request Us to correct or delete the information We have about You if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept. You must inform Us of Your request.
- b. You may object on reasonable grounds to the processing of Your information. You may not object to the processing of Your information if You have provided consent or legislation requires the processing. You must inform Us of Your objection at the contact details provided above.
- c. You have the right to withdraw Your consent which allows Us to process Your information; however, we will continue to process Your information if permitted by law.
- d. You have the right to file a complaint with Us or the Information Regulator, once established, about an alleged contravention of the protection of Your information.

