

# ALL YOUR PRODUCT BENEFITS UNPACKED.

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Unlimit Your Life.

# THE UNLIMITED

FSP 21473



underwritten by Santam Structured Life Limited  
a registered life insurer and authorised financial services provider (1026)

The insurance benefits are underwritten by Santam  
Structured Life Limited (Reg no: 2002/013263/06)

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## ENDORSEMENT POLICY WORDING:

### LIFE COVER (DEATH CASH)

This is an endorsement to your existing Policy (main insurance benefit) and forms part of the Agreement and Policy you have with us and must be read together with those terms. If you need a copy of your Policy terms or Agreement, call us on 0861 990 000.

#### 1. DETAILS OF THE INSURER

Although your policy is administered by The Unlimited (FSP Number 21473), your 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".

**THIS POLICY IS NOT A FUNERAL POLICY.**

#### 2. PREMIUM PAYABLE

2.1. The additional premium for the Cover of the main member is **R9.47 pm**. IMPORTANT: ONLY YOU THE MAIN MEMBER IS COVERED FOR THIS BENEFIT.

If you have selected additional cover for You and your Spouse and/or Children then the following additional premium/s will apply:

2.2. The additional premium for Cover of the main member and spouse is **R15.79 pm**. IMPORTANT: IF YOU HAVE SELECTED THIS OPTION THEN ONLY YOU, THE MAIN MEMBER, AND YOUR SPOUSE ARE COVERED FOR THIS BENEFIT.

2.3. The additional premium for Cover of the main member and spouse and up to a maximum of 5 Children is **R31.58 pm**. IMPORTANT: IF YOU HAVE SELECTED THIS OPTION THEN ONLY YOU, THE MAIN MEMBER, AND YOUR SPOUSE and a maximum of 5 of your CHILDREN ARE COVERED FOR THIS BENEFIT.

As soon as we have received your first premium, you can start using your insurance benefits (the "Start Date"), subject to any waiting period that may apply (see clause 4.3). If you are unsure, you can call us at any time on **0861 990 000** to confirm the Start Date of your insurance benefits.

#### 3. YOUR POLICY BENEFITS

We agree to pay your claim/s subject to the terms, conditions, exclusions and cover limits; in consideration of, and conditional upon:

- i. the prior payment of the premium/s by you or on your behalf and receipt thereof by us or on behalf of us;
- ii. You having agreed that any proposal/application or other information supplied by, or on behalf of You, including any recorded phone calls made to or received by You e.g. sales calls, will be the basis of this agreement of insurance; and
- iii. where the insurance is varied or extended, the insurance provided by such Additional Benefit, Special Clause, Variation and Extension or endorsement is subject to the terms, conditions, exclusions and limitations of the Policy in so far as they can apply; and
- iv. compliance by You with all the terms, conditions, limitations and exclusions contained in this policy, which is a condition precedent to Our liability under the policy. Any breach shall entitle the Insurer to reject any claim/s made in respect of the risk insured.

LIFE COVER (DEATH CASH BENEFIT)			
Who is covered?	What is covered?	Benefit limits	
You, the main member, your spouse (whose names and dates of birth you have given us) and for whom the applicable premium/s (refer to point 2 above) has been paid (insured person/s).	We will pay on the death of you, your spouse (Insured Person) from any cause not excluded under this Policy.	R20 000.00 (twenty thousand Rand)  <b>Waiting periods apply</b> (refer to Clause 4.3 below).	
You can also choose to Cover up to 5 Children under the age of 21 (whose names and dates of birth you have given us) at an applicable premium (refer point 2 above).	We will pay on the death of your Child from any cause not excluded under this Policy.	0 – 11 months	R2,000.00 (two thousand Rand)
		1 – 5 years	R4,000.00 (four thousand Rand)
		6 – 13 years	R6,000.00 (six thousand Rand)
		14 – 21 years	R8,000.00 (eight thousand Rand)
		<b>Waiting periods apply</b> (refer to Clause 4.3 below).	
<b>IMPORTANT: PRE-EXISTING CONDITIONS</b>			
<p>No cover is provided under the Life cover (death cash benefit) for any death caused directly or indirectly by a <b>pre-existing condition</b>. Refer to the definition of pre-existing conditions in <b>Clause 8. What Do These Words Mean (8.9)</b>, as well as to <b>Clause 5. Cover Exclusions (5.2.1)</b>. Examples include <b>diabetes, hypertension (high blood pressure)</b>, epilepsy and cancer, amongst others.</p> <p>By illustration only:</p> <ol style="list-style-type: none"> <li><b>Hypertension (High blood pressure)</b> can lead to death as a result of a stroke/heart attack etc.</li> <li><b>Diabetes</b> can lead to death as a result of kidney failure, heart disease or stroke etc.</li> </ol>			

## 4. CLAIMS PROCESS CONDITIONS

These are detailed claims conditions and are requirements that must be in place or complied with by You so that You can enjoy the benefits of the policy.

### 4.1. When can you claim?

- 4.1.1. Unless there is a waiting period (see 4.3 below), as soon as we have received your first premium you can start using your insurance benefits (the **Start Date**). You can only claim for the benefits covered under this policy if we successfully receive your monthly premiums.
- 4.1.2. The insured event must have happened in South Africa and after the **Start Date**.

### 4.2. Time period to submit a claim?

- 4.2.1. Your claim form and supporting claim documents (refer to Clause 4.4 below) must be submitted to Us within **30 days** of the insured event. If you do not provide us with the information we need to process your claim, the Insurer is entitled to reject your claim.

### 4.3. Waiting Periods?

- 4.3.1. The waiting periods applicable in this endorsement to your Policy will align with any waiting period for Life Cover (Death Cash) benefit you have in your existing Policy (main insurance benefit). This means if you have met the waiting period or any part thereof for a Life Cover (Death Cash) Benefit in your Policy to which this forms an endorsement, you will not be required to meet a new waiting period to claim under this benefit and you need only meet the balance of any waiting period.
- 4.3.2. Claims for natural death [Including natural death resulting from venereal disease, Acquired Immune Deficiency Syndrome (AIDS), or HIV or AIDS-related complications] have the following waiting periods for the event giving rise to the claim: For you and each dependant, the waiting period starts from the first premium payment and **ends after a minimum of 12 (twelve) payments have been received. Remember: The 12(twelve) minimum payments start from when a person is added to the policy.** The waiting period will start from the date we successfully receive the first premium applicable to the insured person and this cover will begin when we have received the required 12(twelve) minimum premium payments.

### 4.4. How do you claim your insurance benefits?

- 4.4.1. It's simple, **CALL US on 0861 990 000** and we will guide you through the process.
- 4.4.2. Conditions in terms of **DEATH BENEFIT** claims:
  - a. You will be required to provide us with a completed **claim form**, as well as the specific documents/information listed

below.

- b. Specific claim validation documents/information that must be submitted to us:
- A certified copy of the deceased's ID;
  - A certified copy of the death certificate;
  - A copy of the notification of death form completed by a doctor (otherwise called a DHA-1663/DHA-1680 form);
  - A letter of executorship/authority when the benefit is payable to an estate;
  - A copy of the police report (for accidental death claims only); and
  - A copy of the motor vehicle accident report, if applicable (for accidental death claims only).

In addition to the above specific documentation/information required; if a claim is submitted:

- i. by your Spouse, then we will require:
- A copy of your spouse's ID; and
  - A copy of the marriage certificate.
- ii. when there is **no Spouse**; then we will also require:
- A copy of the ID of the person claiming; and
  - An affidavit by the person claiming confirming they are the sole dependant of the deceased or in circumstances where they are not the sole dependant, a supporting affidavit by another member of the deceased's family confirming that the claimant is so authorised.

- c. We reserve the right to request additional supporting documents from time to time, should we be unable to validate the claim with all the information requested above.
- d. **IMPORTANT:** You should ensure that your Spouse and your family members are aware of this Policy and how they can claim in the event of your death.

4.4.3. If we approve a claim; you will be required to provide us with a copy of your bank statement, that clearly shows the name of the account holder, the account details, as well as the Bank date stamp.

4.4.4. All costs incurred in submitting a claim are for Your account.

4.4.5. Your claim documents can be sent to us by any of the below methods:

**THE UNLIMITED – CLAIMS DEPARTMENT**

Postal Address: Private Bag X7028, Hillcrest, 3650

Physical Address: 1 Lucas Drive, Hillcrest, 3610

Email Address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)

Fax Number: 086 206 4069

- 4.4.6. Failure by you to comply with our reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim validation documents/information may result in rejection of your claim by the Insurer.
- 4.4.7. There are some more important details under **Point 5 (How to claim)** in the STATUTORY AND FAIS DISCLOSURE NOTICE attached to this policy.

#### 4.5. Who will we pay?

- 4.5.1. 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 **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.
- 4.5.2. 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.
- 4.5.3. 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.

#### 4.6. Claim rejections

- 4.6.1. If the insurer rejects 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 or the Insurer 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.
- 4.6.2. There are some more important details under **Point 5 (How to claim)** and **Point 6 (How to submit a complaint)** in the STATUTORY AND FAIS DISCLOSURE NOTICE attached to this policy.

### 5. COVER EXCLUSIONS

Exclusions are specific items, losses or events that are not covered in terms of Your policy. These are specified below and it is important that you read and understand Your policy.

- 5.1. We will **NOT** pay a claim (general exclusions that apply to all benefits):
  - 5.1.1. if you participate in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;

- 5.1.2. loss which is a direct result of nuclear reaction or radiation;
  - 5.1.3. 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;
  - 5.1.4. if your claim is because of your 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);
  - 5.1.5. 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); and
  - 5.1.6. if you fail to pay any premium on or before the due date of payment, subject to **clause 6.3 below**.
- 5.2. In addition to the above general exclusions as noted in 5.1 above, We will **NOT** pay a claim in terms of a **LIFE COVER (DEATH CASH)** benefit:
- 5.2.1. if your death or the death of an insured person is caused directly or indirectly because of a **Pre-Existing Condition** that relates to the claim (this is a condition you had or have before the Start Date of your policy and includes any pre-existing illness, infirmity or congenital disorder (whether mental or physical)).

**IMPORTANT: More examples of death caused by pre-existing conditions:**

- i. The insured person is treated or should have been treated for hypertension (high blood pressure) by a doctor BEFORE the Start Date of this Policy (this is a pre-existing condition) and as a result of the High Blood pressure dies of a stroke, seven months AFTER the Start Date of the Policy. The hypertension is the cause of the stroke. The Insurer can reject the claim.
- ii. The insured person is treated or should have been treated by a doctor for diabetes BEFORE the Start Date of this Policy (this is a pre-existing condition) and dies of heart disease nine months AFTER the Start Date of the Policy. The diabetes is a cause of the heart disease. The Insurer can reject the claim.

**Please note these are not the only examples but are included to show you how pre-existing clauses work.**

## **6. GENERAL POLICY TERMS AND CONDITIONS (that apply to the entire policy)**

The terms and conditions in a policy set out the general and special arrangements, provisions, requirements, legal rules, specifications, and standards that form an integral part of the agreement between you and us. Your policy document/wording is a very important document and you must read and understand it.



- 6.1. From time to time we may in our sole and absolute discretion offer to increase your Cover at no additional cost or obligation to you. We will notify you of any increases by SMS to the number you have on record with us. We may further review the premium rates and change the premium or benefits at any time. If the premium or cover benefits change for any reason, you will be given 31 days' prior written notice to that effect.
- 6.2. 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.
- 6.3. **Premiums:**
  - 6.3.1. 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. You will not have Cover for the unpaid months.
  - 6.3.2. 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. If this policy lapses, due to the non-payment of your premium/s, the cover provided under this policy will end.
  - 6.3.3. This Policy is month to month. It will renew on the same terms each time we successfully collect the monthly premium.

#### **6.4. Cancellation of Policy:**

- 6.4.1. Unless previously cancelled by reason of Your membership of The Unlimited family terminating, you can cancel your Policy at any time.

**IF YOU WANT TO CANCEL THIS POLICY, YOU CAN CALL US ON 0861 990 000 OR EMAIL US BY ACCESSING [WWW.THEUNLIMITED.CO.ZA](http://WWW.THEUNLIMITED.CO.ZA).**

- 6.4.2. We can cancel this Policy at any time should you not fulfil your duties under this policy, if you are dishonest or fraudulent in your actions, by:
  - a. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of premium (Subject to Clause 6.3 above); and
  - b. Us giving You 31 days' notice in writing or such other period as may be mutually agreed and/or otherwise prescribed by this policy.
- 6.4.3. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.

## 7. FOR COMPLAINTS AND COMPLIANCE

- 7.1. 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 – **0861 990 000**.
- 7.2. If you are still not happy and it is about your COVER/CLAIM, then refer to **Point 6 (How to submit a complaint) of the STATUTORY AND FAIS DISCLOSURE NOTICE**.

## 8. WHAT DO THESE WORDS MEAN?

- 8.1. **“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.
- 8.2. **“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 seropositive test for HIV.
- 8.3. **“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 held.
- 8.4. **“children/child”** means your biological children, stepchildren, adopted children and children who are related to you by blood where you are their primary care giver because the biological parents are deceased or have absconded. The Child should normally live with you, be financially dependent on you and under the age of 21.
- 8.5. **“Life Cover/death cash benefit”** means the Cover payable by the insurer in the event of your or any other insured person’s death (natural or accidental) from any cause not excluded in the policy.
- 8.6. **“insured event”** means subject to the Policy terms and benefit limits, a single accident which results in an insured person’s admission/s to hospital because of an accidental injury or death (accidental or natural) from any cause not excluded under this Policy.
- 8.7. **“insured person”** means you, your spouse and/or your children or any person who is covered under the insurance policy.
- 8.8. **“natural death”** means the death, from any cause not excluded, of an insured person as a direct result of a medical condition/illness (e.g. cancer, stroke or heart attack). In cases of natural death an inquest is not held.
- 8.9. **“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 hypertension, diabetes, cancer, heart condition, congenital or HIV/AIDS and related illnesses).

- 8.10. "**premium**" means the monthly amount payable to the insurer for the Cover.
- 8.11. "**spouse**" means a person to whom you are married by civil law, tribal custom or in terms of any religion. A spouse also includes your life partner who normally lives with you in South Africa.
- 8.12. "**waiting period**" means the period specified in this Policy during which we need to collect a specified number of successful fees from you before you are entitled to claim under the Policy, calculated from the Start Date.
- 8.13. "**we**" means The Unlimited Group (Pty) Limited. We provide intermediary and binder services in respect of this policy.
- 8.14. "**you**" means the policyholder under this Policy.

**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, 3610  
Postal Address: Private Bag X7028, Hillcrest, 3650  
Telephone Number: 0861 990 000  
Fax Number: 0865 009 307  
Email Address: [info@theunlimited.co.za](mailto:info@theunlimited.co.za)  
Website: [www.theunlimited.co.za](http://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: [cingle@moonstonecompliance.co.za](mailto:cingle@moonstonecompliance.co.za)

**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: 7<sup>th</sup> Floor, Alice Lane Building 3, c/o Alice Lane & 5<sup>th</sup> 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](http://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: [SSL.compliance@santam.co.za](mailto:SSL.compliance@santam.co.za)

### 3. 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="http://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. <b>The consequences of non-payment of the Premium will be that cover will lapse (i.e. you will not be covered).</b> 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 50% 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	<p>The additional premium for the Cover of the main member is <b>R9.47 pm</b>. <b>IMPORTANT: ONLY YOU THE MAIN MEMBER IS COVERED FOR THIS BENEFIT.</b> If you have selected additional cover for You and your Spouse and/or Children then the following additional premium/s will apply: The additional premium for Cover of the main member and spouse is <b>R15.79 pm</b>. <b>IMPORTANT: IF YOU HAVE SELECTED THIS OPTION THEN ONLY YOU, THE MAIN MEMBER, AND YOUR SPOUSE ARE COVERED FOR THIS BENEFIT.</b> The additional premium for Cover of the main member and spouse and up to a maximum of 5 Children is <b>R31.58 pm</b>. <b>IMPORTANT: IF YOU HAVE SELECTED THIS OPTION THEN ONLY YOU, THE MAIN MEMBER, AND YOUR SPOUSE and a maximum of 5 of your CHILDREN ARE COVERED FOR THIS BENEFIT.</b></p>
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	<p>The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP21473).</p> <p><b>License limitations, restrictions:</b></p> <p>We must inform the Registrar of any business information change within 15-days.</p> <p>We must maintain a list of all our Key Individuals and Representatives and We must provide a copy of the register to the Registrar.</p>

		<p>We accept responsibility for services provided by our representatives and confirm that some services are rendered under supervision – <b>Please refer to the FSCA’s webpage to view a full list of our representatives.</b></p> <p>Steps to follow:</p> <ol style="list-style-type: none"> <li>1. Go to “<a href="http://www.fsc.co.za">www.fsc.co.za</a>”</li> <li>2. Click on “Regulated Entities”</li> <li>3. Under the heading “Regulated Entities and Persons” click on “FAIS”</li> <li>4. Click on “Financial Service Providers”</li> <li>5. Insert our FSP Number 21473 in the field “Search for FSP No”</li> <li>6. Click on “Details” and select the information that you wish to view.</li> </ol> <p>We may not provide business under a name not changed in accordance with the provisions of the FAIS Act.</p> <p>Our products must qualify as financial products, as contemplated by the FAIS Act.</p> <p>We are licensed to provide intermediary services in respect of category 1.1, 1.3 and 1.20.</p>
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#### 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](mailto: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** 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  
 Physical Address: 1 Lucas Drive, Hillcrest, 3610  
 Email Address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)  
 Fax Number: 086 206 4069

**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:	<a href="mailto:SSI.rejections@santam.co.za">SSI.rejections@santam.co.za</a>
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 [info@theunlimited.co.za](mailto:info@theunlimited.co.za) 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:

- We will treat such request as a dispute of complaint submitted;
- 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
- 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 762 745  
Email: [SSL.Rejections@santam.co.za](mailto:SSL.Rejections@santam.co.za)  
(Dispute of Rejection)  
Email: [SSL.Complaints@santam.co.za](mailto: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](mailto:info@ombud.co.za)  
Website: [www.ombud.co.za](http://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 of 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: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

#### **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](mailto:info@fsca.co.za)  
Website: [www.fsca.co.za](http://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 31 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 31 days before the cancellation thereof, in writing, of its intention to cancel cover.
- Your insurer must give reasons for rejection of 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.

9.1. 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 services.
  - 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).
  - j. To do affordability assessments, credit assessments and credit scoring.
  - k. To manage and maintain Your insurance policy or relationship with Us.
  - l. 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.
  - q. To market to You or provide You with products, goods and services, even after this Agreement ends.
  - 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 law.
  - 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.
  - g. Our partners, service providers, agents, sub-contractors and other persons We use to offer and provide products and services to You.
  - 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.