

## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS

**Please note:** these terms and conditions constitutes the agreement between you, The Unlimited and the Insurer. Your use of the insurance and non-insurance benefits is always subject to the terms and conditions of this membership and any statutory notices, amendments, endorsements and addendums issued by The Unlimited; and must be read together with and shall form a part of this membership (including the policy).

### ACCURACY OF INFORMATION

It is very important that you give The Unlimited and the Insurer honest and accurate information at all times. If you give The Unlimited and/or the Insurer false or incorrect information, your membership (including the policy) may be invalid or you may not be covered.

If any claim or part thereof under this membership is in any way fraudulent, or if any fraudulent means or devices are used by you or anyone acting on your behalf, providing information regarding the claim for you, to obtain any non-insurance or insurance benefit under this membership (whether successfully, or not), or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf with your connivance; and/or any fraudulent information and/or documentation, whether created by you or any other party is provided by you or anyone acting on your behalf or with your connivance to us in substantiation or support of any claim under this membership and whether or not the claim itself is fraudulent; and/or if the quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or anyone acting on your behalf or with your connivance, for any reason whatsoever and whether or not the claim itself is fraudulent; then any and all non-insurance or insurance benefits afforded in terms of this membership in respect of such claim will be forfeited and we will have no liability whatsoever to you in respect of such claim in its totality.

If the Insurer or The Unlimited fail to enforce any provision strictly or at all, this does not mean that we waive any of our rights, nor does it mean that we cannot enforce our rights at some later time

**Please note:** in the event that we are unable to successfully verify your identity, we will void your membership from the start date and there will be no agreement between you and us - this means that your membership never started. You will have no cover under the insurance policy and benefits under the membership.

### GENERAL DEFINITIONS (What these words mean when used in this membership)

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
2. **Insurer** means Centriq Life Insurance Company Limited (Reg. No. 1943/016409/06), a licensed life insurer and an authorised financial services provider (FSP Number 7370) (the Insurer), the company which provides you with your insurance benefits (please see **THE INSURANCE BENEFITS** listed under the **LIFE INSURANCE POLICY** section below) and which receives the premium every month.
3. **payment** means the total amount you pay each month for all your membership costs and chosen membership benefits. The payment entitles you to membership of The Unlimited. If you also have insurance benefits, the payment includes the premium, payable by us to the Insurer.
4. **premium** means the amount payable by us to the Insurer every month for the insurance cover (the insurance benefits). The premium is included in the amount you pay us every month (the "payment"). The premium is disclosed separately in **THE INSURANCE BENEFITS** section of the policy.
5. **service provider ("SP")** means the company responsible for the provision of your non-insurance benefits, as described beneath each non-insurance benefit below.
6. **we/us/our** means The Unlimited Group (Pty) Limited, acting on our own behalf or on behalf of the Insurer. We bring you the non-insurance benefits and provide the intermediary services and binder functions on behalf of the Insurer in respect of the insurance benefits you have chosen. The Unlimited Group (Pty) Limited is an authorised Financial Services Provider (FSP No. 21473).
7. **you/your** means the main member, whose membership has commenced and is continuing, and includes additional lives insured/dependants, where applicable.

### THE BENEFITS (what benefits you get and when you can use them)

1. For your payment every month, you get the non-insurance benefits described in the **NON-INSURANCE BENEFITS** section below and the insurance benefits which are described in the **POLICY** (also below).
2. **Waiting period:** please refer to the **NON-INSURANCE BENEFITS** and **THE INSURANCE BENEFITS** below for any waiting period/s that may apply.
3. **Please note:**

- 3.1 you agree to indemnify and hold us and any SP, its affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses arising out of your use of the benefits, or your breach of these terms and conditions or your existing membership wording.
- 3.2 To the extent permitted by law, The Unlimited and its affiliates and representatives will not be liable for any loss, damage, expense or claim arising from the non-insurance benefits or services being unavailable, interrupted, delayed, or performed in a defective manner, except to the extent caused by our gross negligence or wilful misconduct. Nothing in this clause limits any rights you may have under applicable insurance legislation or the Consumer Protection Act.

### THE PAYMENT AND PREMIUM

1. In return for the payment, we negotiate rates and terms with service providers for your non-insurance benefits, your arrange insurance benefits for you with the Insurer. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
2. Payment must be made by debit order, unless otherwise agreed by us in writing. If you reject the request from your bank to authenticate your debit order mandate (DebiCheck), your membership will not start and there will be no agreement between you and us. We will also not present the debit order for collection if you suspend your DebiCheck authentication before the start date of this membership. We will regard the suspension as your instruction to us not to start the agreement.
3. Please contact us if you want to change the debit order collection date (the “due date”) we have agreed with you.
4. The payment includes any additional amounts you pay us for additional benefits you buy, which will include additional premiums for any additional lives insured, endorsements, amendments and addendums (if any) to your policy.
5. **We may change the amount you pay, for example, if we do an annual price increase. But we will always give you 31 days’ notice of our intention to do so.**
6. If there is a better chance of collecting your payment and keeping your benefits active, we may debit your payment on a different date from the date you give us. **Important:** your payment will be collected on a different date due to a public holiday or weekend, or if we track your account, without notifying you. Any bank charges incurred as a result will be for your own account.
7. It is your responsibility to pay your total payment on the due date. During any month that we can’t successfully deduct the payment from your bank account (for example, if you don’t have funds) **you will not be entitled to your benefits (non-insurance and insurance). We will not collect arrear (missed) payments via debit order.**
8. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your membership (including the policy) active, but it remains your obligation to see that all payments are made.
9. You agree that if we cannot collect the payment from your bank account in any given month we may, at our discretion, try and collect further monthly payments from your account in accordance with the law, including rules prescribed by the Payments Association of South Africa. If any further attempts to collect the payment from your account fail, we reserve the right to cancel your membership (including the policy) immediately. We will notify you when your membership (including the policy) is cancelled. If we do successfully debit your bank account again, the date of that collection will be the new due date.
10. If you suspend the DebiCheck authentication of your debit order mandate after the start date of this membership, this will not automatically result in the cancellation of your membership, and we will still be entitled to present the debit order for collection.
11. Any bank charges incurred because of failed collections will be for your own account.
12. If we cannot collect the payment from your bank account in any given month, you may make a manual payment to us to restore your benefits.
13. If you dispute a payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may resubmit the debit order mandate for collection in the month following the dispute/s.

### OTHER IMPORTANT INFORMATION

1. This membership is month-to-month, the payment is due in advance and the total amount payable for the non-insurance benefits is inclusive of VAT. The membership will renew on the same terms each month we successfully collect the payment from you, unless amended.
2. You can only use your insurance and non-insurance benefits in South Africa, and for events occurring in South Africa.
3. You may not transfer your membership to anyone else, unless specified by us in writing.
4. You must be under the age of 65 to enter into this membership. The membership will automatically end when you turn 70, or immediately on the death of the main member, unless the insurance benefit terms and conditions provide for a later end date.

5. Any insurance and non-insurance benefits that apply to your spouse and dependants will also end should this membership end for any reason or when your dependants:
  - 5.1 in the case of children, turn 21; and
  - 5.2 in the case of adults, turn 70.
6. We will communicate with you via email, SMS or WhatsApp by using the cell phone number and/or email address that you provided The Unlimited when you bought the membership. This is also how we will notify you of any payment increases or changes to your membership. **If any of your contact details change, please tell us immediately.** We shall not be liable for any failure to deliver any notice to you where we have complied with this clause.
7. You can cancel this membership at any time. Give us a call so we can assist you. There is a cooling-off period of 31 days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund BUT ONLY IF YOU HAVE NOT USED any of the insurance and non-insurance benefits. Cancellation of your membership will include cancellation of ALL your insurance and non-insurance benefits.
8. We can cancel this membership, including all the insurance and non-insurance benefits:
  - 8.1 immediately, if you are dishonest or commit fraud; or
  - 8.2 immediately, if we do not receive the payment from you each month (subject to the 15-day grace period); or
  - 8.3 on 31 days' written notice to you for any other reason (or any other period we agree or that is set out in this membership).
9. We reserve the right to amend, add or change the cover/benefits provided, including the payment, and premiums, the benefit waiting periods or any of the terms and conditions of this membership (including both insurance and non-insurance benefits), by giving 31 days' written notice to you of our intention to do so.
10. Any variations and or changes will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes has been sent to you.
11. You agree that we can market other products and services to you **even after this membership ends** and share market innovations with you.
12. These terms and conditions are governed by the laws of South Africa. Any disputes arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

#### **WE WOULD LOVE TO HEAR FROM YOU**

If you have any questions or need assistance with your membership (including your policy), you can get in touch with us on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or call us on **0861 990 000**.

## NON-INSURANCE BENEFITS

Your non-insurance benefits are not regulated by the FAIS Act and are, therefore, not subject to the same rules and protection as the insurance benefits provided.

### A. MEDICAL INFORMATION HELPLINE BENEFIT

1. **Who provides the medical information helpline benefit?**

CIMS SA (Pty) Ltd is the service provider which will provide your medical information helpline benefit.

2. **What is the medical information helpline benefit?**

2.1 You have access to a 24-hour medical information helpline. Qualified nursing staff are available 24 hours a day to provide general and emergency medical information via telephone.

2.2 The medical information helpline includes the provision of information, including but not limited to:

2.2.1 general health;

2.2.2 Covid 19;

2.2.3 pregnancy;

2.2.4 understanding chronic diseases;

2.2.5 mom, baby and child care;

2.2.6 men's and women's health issues;

2.2.7 information on pre-trip and post-trip medications and precautions whilst travelling locally and internationally; and

2.2.8 explanation and interpretation of terminology in relation to diagnostic test results.

3. **How to use the medical information helpline benefit**

You have access to this benefit from your first successful debit order. Call us on 0861 990 000 - 24 hours a day, 365 days a year.

4. **Important, please note:**

4.1 This is not a diagnostic service and there is no consultation, diagnosis or recommendation of a treatment plan.

4.2 If you are ill and have medical symptoms, you must consult your doctor.

4.3 Because this is a telephonic service, if you omit medical information or misinform the consultant, you may receive inaccurate information. It is imperative to disclose any pre-existing medical conditions or medical history that may affect the information given to you.

### A. AIRTIME BENEFIT

1. **Who provides the airtime benefit?**

uConnect Mobile (Pty) Ltd is the service provider which will provide the airtime benefit.

2. **What is the airtime benefit?**

2.1 **R50 monthly airtime:** every month that we receive your payment, we will load R50 airtime onto your SIM card from uConnect. Your airtime will be activated once we have confirmed the successful collection of your payment.

2.1.1 **Your free airtime lasts for a period of 30 days.**

2.1.2 You CANNOT convert your free airtime into data bundles.

2.2 **Double airtime:** every time you load Cell C airtime onto your SIM card from uConnect, you will receive the same amount of free airtime from us. For example, if you purchase and load a R20 airtime voucher onto your SIM card from uConnect, we will double your airtime by giving you another R20 free.

2.2.1 **Your free airtime lasts for a period of 30 days.**

2.2.2 You CANNOT convert your free airtime into data bundles.

2.3 **Additional airtime benefits:** you have access to additional airtime benefits when you make purchases on the uConnect App. For further details and the terms and conditions applicable to your SIM card and related benefits, please go to [www.uconnect.co.za](http://www.uconnect.co.za)

3. **How to access the airtime benefit**

3.1 You must RICA first before you can use your SIM card

3.2 The uConnect App is free and can be downloaded from the Google Play Store and Huawei AppGallery on Android phones or from the App Store on iOS phones. Terms and conditions will apply.

3.3 If you have any questions, please call us, our agents will be able to help you.

4. **When we will not provide you with the airtime benefit**

- 4.1 If you do not use the SIM card for a consecutive period of 60 days at any time from the start date of your membership, you agree that we can deactivate your SIM card and give your number to someone else.
- 4.2 If you have committed fraud or have not given us all your correct details (now or when you use a benefit).

## THE LIFE INSURANCE POLICY (the “policy”)

**THIS IS NOT A MEDICAL SCHEME. THE COVER IS NOT THE SAME AS A MEDICAL SCHEME AND IS NOT A SUBSTITUTE FOR MEDICAL SCHEME MEMBERSHIP.**

**THIS IS A LIFE INSURANCE POLICY, NOT A FUNERAL POLICY**

### GENERAL TERMS AND CONDITIONS FOR THE POLICY

1. You pay The Unlimited the payment for your membership every month. The payment includes the premium, which is collected on behalf of the Insurer for your insurance benefits. Any refund of premium due by the Insurer for any reason will not include the balance of our payment.
2. The policy is issued to you at your own request and without The Unlimited providing you with any advice, they only provide factual information. Please make sure that the insurance benefits are the same as they were explained to you and that they are appropriate to your needs. If not, please contact The Unlimited. Also see **CANCELLATION OF THE POLICY** below.
3. If this policy, or any part of this policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, insurance benefits and terms and conditions.

### GENERAL DEFINITIONS (What these words mean when used in this policy)

Subject to all the terms and conditions of this policy:

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.
2. **additional dependant** means any person, whose name and date of birth you have given to us and who are totally financially dependent on you. If you have chosen to cover an additional dependant, this means that from the date you add an additional dependant to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood and support of your additional dependant and pay for their food, water, medicine, shelter and clothing. They must also be a member of your family through blood or by a recognised legal relationship. **IMPORTANT:** the number of additional dependants that you can add is stated in **THE INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. Failure to provide The Unlimited with your additional dependant/s' details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
3. **child/ren** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. If you have chosen to cover your child/ren, this means that from the date you add a child to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing.  
**IMPORTANT:** You may add your child/ren to this policy from the day they are born alive (and up to the age of 21). The number of children that you can add is stated in **THE INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. You must provide The Unlimited with the name, surname and dates of birth of your child/ren and your child/ren must be on record to be covered under this policy. Failure to provide The Unlimited with your child/ren's details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
4. **grace period** means the period of 15 (fifteen) days following a failed premium collection (calculated from the payment due date), within which you can make a payment to us. During the grace period, all insurance benefits will remain in force. In the event of a claim occurring during the grace period, if the claim is approved you authorise us to deduct all outstanding premiums from the claim settlement amount.
5. **insured event** means an accident which results in an insured person's admission/s to hospital because of an accidental injury, or your death (accidental or natural) from any cause not excluded under this policy.
6. **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this policy. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.
7. **membership** means membership of The Unlimited and no policy can exist without the membership.
8. **spouse/partner** means a named person who you are married to by civil law, tribal custom or in terms of any religion, including your life partner. If you have chosen to cover your spouse, the details of your spouse must be on record, he/she must live with you in South Africa, and you must be interdependent on each other. At the time of a claim, it is your responsibility to prove that you and your spouse are interdependent and that you live together. When we use the word “partner”, we refer to your spouse (as described above) or your life partner, whomever is named on your policy.

9. **start date** means the date on which the first payment (including the premium) is successfully received by us and is the date on which all your insurance benefits are available (subject to waiting periods).
10. **waiting period** means the period specified in this policy/**THE INSURANCE BENEFITS** section during which we need to successfully collect a specified minimum number of payments (including the premium) from you before you are entitled to claim under this policy. Remember, the specified minimum number of payments start from when a person is added to the policy and cover for the applicable insured person will begin when we have received the required minimum number of payments (including the premium).

#### HOW WE WILL COMMUNICATE WITH YOU

1. We will communicate with you via email, SMS or WhatsApp, using the cell phone number and/or email address you gave to The Unlimited when you took out this policy. This will be the agreed method of giving you any notice required by the policy or by law. This is also how we will notify you of any premium increases or other changes to your policy.
2. **We will always communicate with you using your last known details (including the details of your dependants and beneficiary, where relevant) to fulfil your policy cover and to process any claims you may have. If any of your contact details change, please tell The Unlimited immediately.**

#### FOR COMPLAINTS AND COMPLIANCE

1. It is important that you are happy with your policy. If you are unhappy for any reason, please call us on 0861 990 000 and give us a chance to see if we can set things right.
2. If you are still not happy, then refer to 'How to submit a complaint' in the **STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS** section below.

#### PAYMENT AND NON-PAYMENT OF PREMIUMS

It is your responsibility to pay your premium every month, or you will not be covered.

1. **Payment of premiums:**
  - 1.1 Please note that your premium, stated in **THE INSURANCE BENEFITS** section of this policy, is collected as part of your payment due to us every month, and paid by us to the Insurer.
  - 1.2 The premium is due in advance, and this policy will not be binding on us or the Insurer until the first premium has been received by the Insurer.
  - 1.3 This policy is month-to-month, and it will renew on the same terms each time your premium has been received by the Insurer.
  - 1.4 You must make payment by debit order, unless otherwise agreed by The Unlimited in writing. Your debit order will be presented to your bank on the due date. Please contact The Unlimited if you want to change the debit order collection date (the "due date") you have given them.
  - 1.5 If you reject the request from your bank to authenticate your debit order mandate (DebiCheck), your policy and chosen insurance benefits will not start and there will be no agreement between you and us. We will also not present the debit order for collection if you suspend your DebiCheck authentication before the start date of this policy. We will regard the suspension as your instruction not to start the policy. This will result in no cover under the insurance benefits.
  - 1.6 We reserve the right to request collection of the payment on a different due date from the date you have given us should this enable a successful collection. This will become the payment due date unless we indicate it is simply for a specific debit.  
**IMPORTANT:** Your payment may be collected on a different date due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
2. **Unpaid premiums:**
  - 2.1 **If we do not receive the payment by the agreed due date, you will have NO cover. We will not collect arrear (missed) payments via debit order.**
  - 2.2 You have a grace period of 15 (fifteen) days, calculated from the payment due date within which to make a manual payment to us. During the grace period, all insurance benefits will remain in force. However, in the event of a valid claim occurring during this period, the outstanding premium can be deducted from the claim settlement amount. If we do not receive payment within the 15 days, you will not have cover.  
*Example: premium due date is the 1st of May. If you miss a payment, you will only have until the 16th of May to make a manual payment to us. If you don't, you will not have cover.*
  - 2.3 In the event of your debit order being unsuccessful, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your policy active, but it remains your obligation to see that all payments are made.

- 2.4 If your payment is not received, or if you suspend the DebiCheck authentication of your debit order mandate after the start date of this policy, this will not automatically result in the cancellation of your policy, and we will still be entitled to present the debit order for collection. You agree that we may, at our discretion, try and collect further monthly premiums from your account in accordance with the law, including rules prescribed by the Payments Association of South Africa. The grace period of 15 (fifteen) days will apply from the date of each missed premium.
- 2.5 If any further attempts to collect your premium fail we reserve the right to cancel your policy immediately. We will notify you when this happens. If we successfully debit your bank account again, the date of that collection will be the new due date.
- 2.6 Any bank charges incurred because of failed collections will be for your own account.
- 2.7 If you dispute your monthly debit order with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may, subject to the terms of this policy, resubmit the debit order mandate for collection in the month following the dispute/s.

#### **AMENDMENTS TO COVER OR PREMIUMS**

1. **We reserve the right to amend, add or change the premium, benefit waiting period or terms and conditions of this policy, including your cover, by giving 31 days' written notice to you of our intention to do so.**
2. Any variations and/or changes, referred to above, including any premium rate adjustment, will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes have been sent to you.
3. If you choose to cancel your policy during the 31-day notice period of amendment to the policy, you will not be entitled to a refund of premiums already paid.

#### **WHEN DOES YOUR COVER START AND WHEN DOES IT END?**

1. On receipt of your first premium, The Unlimited will pay the Insurer the first premium and your policy will start (the "start date"). The start date of your policy will be the date The Unlimited successfully collects your first premium.
2. You are entitled to your insurance benefits from the start date of your policy, subject to any waiting period that may apply.
3. If you miss your payment and the Insurer receives your premium at a later date, your policy will re-commence on receipt of that premium and the balance of any waiting period will be taken into account. Unless your policy has been cancelled, in which instance a new policy will be issued and new waiting periods will apply.
4. If you are unsure when your cover starts, please contact us to confirm the start date of your policy.

#### **CANCELLATION OF THE POLICY**

1. You can cancel your policy at any time. Call us on 0861 990 000.
2. There is a cooling-off period of 31 days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund, **BUT ONLY IF YOU HAVE NOT USED** any of the insurance benefits. Cancellation of your policy will include cancellation of **ALL** your insurance benefits.
3. The Insurer can cancel or void the policy (or sections thereof) at any time if you do not fulfil your duties under this policy or if you misrepresent material facts, are dishonest or fraudulent in your actions, by the insurer notifying you immediately in writing of cancellation/voidance for fraudulent or dishonest actions; or for the non-payment of premiums.
4. The Insurer may cancel this policy in writing by giving you 31 days' notice (or such other period as may be mutually agreed and/ or otherwise prescribed by this policy).
5. When this policy is cancelled (by you or by the Insurer), all cover and benefits under it will end from the date it is cancelled.

#### **TRANSFER OR CASH-IN**

Your policy, or any rights in your policy, cannot be transferred to another person, unless specified by us under the section named **THE INSURANCE BENEFITS** below. You cannot take out a loan against your policy. Your policy is month-to-month and does not pay out any profits, nor can it be cashed in for money.

#### **CLAIMS PROCESS CONDITIONS**

These are detailed claims conditions that must be in place or complied with by you so that you can enjoy the insurance benefits.

1. **When can you claim?**

1.1 As soon as we have received your first payment, including the premium (the start date), you are entitled to cover and to claim your insurance benefits if an insured event occurs; however, if there is a waiting period, you or any person insured, will not have cover until the waiting period has ended. You can further only claim for the insurance benefits covered if we successfully receive your payment (including the premium) every month; and if you comply with all the terms, conditions, limitations and exclusions contained in this policy.

1.2 **The insured event must have happened in South Africa, it must be after the start date and an exclusion must not apply.**

2. **How do you claim your insurance benefits?**

2.1 It's simple, CALL US on 0861 990 000 and we will guide you through the process.

2.2 Please see **THE INSURANCE BENEFITS** section and claim forms for the required documents to finalise your claim.

2.3 On approval of a valid claim, the cash payout can be used for any purpose you see fit.

3. **General requirements for any claim:**

3.1 **We have the right to request additional supporting documents at any time** if we are unable to validate the claim with all the information requested in this policy and the claim forms.

3.2 **IMPORTANT:** Details of the additional information we may require will be provided with your claim form. If we request the additional information from you, it is because it is necessary for us to finalise the claim. We will require your co-operation in providing us with the additional information.

3.3 Your supporting documents must be submitted to us by you or the nominated beneficiary or alternative claimant (where applicable) within 45 days of your claim being lodged. If we do not receive the information we need, the Insurer will close your claim.

3.4 **If we approve your claim, you (or any other approved claimant) will be required to provide us with a copy of the claimant's identity document and South African bank statement that clearly shows the name and address of the account holder, the account number as well as the bank date stamp.**

3.5 **All costs incurred in submitting a claim are for your account.**

3.6 **Your claim documents can be sent by any of the methods below to:**

**THE UNLIMITED – CLAIMS DEPARTMENT**

Postal address: Private Bag X7028, Hillcrest, 3650

Physical Address: No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610

Email address: [tuclaims@iua.co.za](mailto:tuclaims@iua.co.za)

3.7 If you do not comply with our reasonable requests, do not cooperate in the investigation of claims or you do not give us specific claim documents/information, the Insurer may close or repudiate your claim.

3.8 **There are some more important details which you will find in this document under the section STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS. Please make sure you read and understand it and if you have any questions, please call us on the number we have provided.**

3.9 Payment made to any approved claimant will discharge our and the Insurer's liability and obligations arising out of the event/s which led to the claim.

3.10 In the event that a benefit is paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action, the beneficiary/claimant will be obliged to repay or return the benefit received under this policy and we will be entitled to take legal action to recover the benefit and/or any costs associated with such legal action.

4. **Claim repudiations:**

4.1 If the Insurer repudiates your claim, we will notify you of the repudiation. If you wish to challenge the repudiation, you will have 90 (ninety) days to make written representations to us or the Insurer ([complaints@centriq.co.za](mailto:complaints@centriq.co.za)). The Insurer has 45 (forty-five) days from receipt of such written representation to notify you of their final decision.

4.2 If the Insurer's decision remains unchanged, you have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to:

4.2.1 institute legal action (if you do not, you may no longer have any claim); and/or

4.2.2 lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or the Financial Sector Conduct Authority.

4.3 **There are more important details about this process in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section below.**

**GENERAL POLICY EXCLUSIONS (what you are not covered for)**

General exclusions are specific items, losses or events that are not covered by this policy.

1. The Insurer will NOT cover any claim which directly or indirectly resulted from you or any life insured:
  - 1.1 partaking in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 1.2 exposing yourself to nuclear reaction or radiation of any kind;
  - 1.3 attempting to commit or having had wilful involvement in any unlawful/illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);
  - 1.4 driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
  - 1.5 committing suicide or any intentional self-harm that results in death, unless the suicide-specific waiting period is met;
  - 1.6 attempted suicide or intentional self-harm/injury (applicable to the accident cash benefit);
  - 1.7 committing fraud or attempted fraud, or did not tell us the truth or did not give us all the correct details, including about your health (now or when you claim)
  - 1.8 partaking in any of the below high-risk activities/occupations:
    - 1.8.1 any sport as a professional;
    - 1.8.2 parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
    - 1.8.3 racing, speed or endurance tests on or in power driven vehicles or crafts;
    - 1.8.4 flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
    - 1.8.5 mountaineering of any nature, wall/rock climbing and bouldering;
    - 1.8.6 bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
    - 1.8.7 game hunting;
    - 1.8.8 quad biking;
    - 1.8.9 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
    - 1.8.10 consuming, using and/or abusing any intoxicating substance (for example, however not limited to, medication, illegal narcotics/drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.

**SANCTIONS**

1. This policy excludes cover, and the Insurer is not liable to pay for any claim, nor provide any insurance benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such insurance benefit would expose either us or the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade, economic, personal or other sanctions, laws or regulations of the European Union, United Kingdom, United States of America and the Republic of South Africa or any other country or political or economic zone.
2. The Insurer has the right to cancel any insurance benefit/policy, section and/ or item should we or the Insurer become aware that you, your dependents or beneficiaries are listed on one of the sanctions lists which we are required to screen against.

**THE INSURANCE BENEFITS**

We agree to pay your claim/s, subject to any proposal/application or other information supplied by, or on behalf of you, including any recorded phone calls made to or received from you. This will be the basis of this policy and must be true and complete, or the insurance benefits may not be paid.

**A. ACCIDENTAL INJURY CASH BENEFIT ("ACCIDENT CASH BENEFIT")**

1. **Specific additional definitions for the accident cash benefit**

- 1.1 **accidental injury** means an injury sustained because of an accident which causes you or any other insured person to be admitted to a hospital by a doctor for a period of no less than 24 hours in a row, and which injury could not have been attended to as an out/day patient or at home.
- 1.2 **additional treatment** means any treatment you or another insured person receives for conditions other than the treatment received or required to be received directly related to the insured event for which you or any other insured person is covered.

2. **Important information about the accident cash benefit**

- 2.1 This is not a hospital plan. **THERE IS NO COVER FOR ILLNESS CLAIMS OR HOSPITALISATION FOR ILLNESS.**
- 2.2 This is **not a medical scheme**. The cover is not the same as a medical scheme and is not a substitute for medical scheme membership.
- 2.3 You are only covered for injuries caused by an accident which occurred within the borders of South Africa.

3. **Benefit: accident cash benefit**

We will pay an insured person the daily amount described in the *benefit limits* table below, following their admission to hospital for a full day (that is 24 hours in a row), because of an accidental injury.

Benefit limits	Premiums payable to the Insurer
<p>Your maximum benefit limit is <b>R100,000.00 (one hundred thousand Rand) per insured event</b>, per insured person. An insured person will be covered for <b>R1,000.00 (one thousand Rand) per day, for up to 100 days</b>, for each full day spent in hospital because of an accidental injury.</p> <p><b>Who is covered?</b></p> <ol style="list-style-type: none"> <li>1. <b>You</b>, the main member.</li> <li>2. If you choose to cover your <b>spouse, children (up to a maximum of 5) and additional dependants (up to a maximum of 3)</b>, we require that: <ul style="list-style-type: none"> <li>• we have their names and dates of birth on record.</li> <li>• we have received the additional premium/s for all additional lives insured, where applicable.</li> </ul> </li> </ol>	<p>The premium for you is R4.30 per month.</p> <p>The following <u>additional</u> premium/s will be payable for including your:</p> <ul style="list-style-type: none"> <li>• spouse - <b>additional R2.89 per month</b></li> <li>• children (up to a max of 5) – <b>additional R2.88 per month</b></li> <li>• additional dependants (up to a maximum of 3) – <b>additional R4.30 per month for each additional dependant</b></li> </ul>

4. **Waiting periods specific to the accident cash benefit**

There is no waiting period for the accident cash benefit. You are covered from your first payment.

5. **Who will we pay?**

We will pay you, by payment into your South African bank account.

6. **Compulsory documents/information required for accident cash benefit claims:**

**PLEASE NOTE:** The medical information, in the form of hospital admission forms/hospital records detailing treatment that you need to provide us with, must be obtained by you from the clinic/hospital or the doctor/nurse who treated the insured patient.

6.1 Completed claim form

6.2 Please provide copies of the specific medical information we require to process your claim, as follows:

- 6.2.1 The date and time of the insured person's admission into and discharge from the hospital/clinic;
- 6.2.2 Contact details of the hospital;
- 6.2.3 The final diagnosis of the accidental injury/injuries and the reason for the time spent in hospital;
- 6.2.4 All medication and treatment administered to the insured person;
- 6.2.5 The details of any procedures the insured person underwent; and
- 6.2.6 The long-term prognosis for the insured person's injuries

6.3 Where an incident was, or should be, reported to the SAPS, you may have to provide us with a copy of the police or accident report

7. **Specific additional exclusions for the accident cash benefit**

7.1 Please refer to the GENERAL POLICY EXCLUSIONS which will be applicable to this insurance benefit.

7.2 We will also **NOT** pay any ACCIDENT CASH BENEFIT claim:

- 7.2.1 if any injuries are treated in a casualty unit or if injuries are, or should be, treated as an outpatient or a day case at a hospital;
- 7.2.2 if additional treatment is required and/or where the treatment of another or underlying medical condition/complication and/or illness prolongs the stay in hospital e.g. underlying condition of diabetes prolongs an accidental injury admission;
- 7.2.3 if the treatment received was only for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries;
- 7.2.4 for any elective or planned medical procedures whatsoever;
- 7.2.5 for treatment of mental or psychological conditions; any pregnancy related treatment or operations.

**B. BREADWINNER (YOUR FAMILY STAYS COVERED) BENEFIT**

1. **Specific additional definitions for the breadwinner (your family stays covered) benefit**
  - 1.1 **accidental death** means your death (main member) because of an accident. In cases of accidental death, a post-mortem and an inquest are held.
  - 1.2 **natural death** means your death (main member) because of a natural cause such as a medical condition/illness (e.g. cancer, stroke or heart attack).
2. **Important information about the breadwinner (your family stays covered) benefit**
  - 2.1 This is **NOT A FUNERAL POLICY**
  - 2.2 **Waiting periods apply**
  - 2.3 Only death which occurred within the borders of South Africa is covered.
3. **Benefit: breadwinner (your family stays covered) benefit**  
 In the event of your (the main member’s) death from any cause not excluded under the policy, your spouse (and any other insured person under your policy at the time of your death) will stay covered under the accident cash benefit only.

Benefit limits	Premium payable to the Insurer
<p>In the event of your death (the main member only), your family (spouse, children and up to 3 additional dependants, whomever is covered under your policy), will stay covered under the accident cash benefit only for <b>up to 6 (six) months</b> from the date of your death.</p> <p>There must be a valid claim for your death to qualify for this benefit.</p> <p>Your <b>spouse, children and up to 3 additional dependants</b> will stay covered under your policy (for the accident cash benefit only), subject to:</p> <ul style="list-style-type: none"> <li>• their names and dates of birth being on record.</li> <li>• them already being covered under your policy at the time of your death.</li> <li>• us having received the additional premium/s for all additional lives insured, where applicable, up to the date of your death.</li> <li>• a valid and approved claim as a result of your (the main member’s) death.</li> <li>• your spouse or a nominated beneficiary (aged 18 years and over), being covered under your policy and on record at the time of your death. <b>Please note:</b> if you do not have a spouse covered under your policy or you have not nominated a beneficiary (aged 18 years and over) at the time of your death, your family will <b>NOT</b> qualify for this benefit.</li> <li>• your spouse or a nominated beneficiary (aged 18 years and over), becoming the main member for this purpose. You authorise us to accept an automatic cession of the policy to your spouse (whose name and date of birth you have given us) or your nominated beneficiary (aged 18 years and over) in the event of your death and the approval of a claim as a result of your death (a valid claim for your death).</li> </ul> <p><b>Who is covered?</b>  <b>You</b>, the main member, only. This insurance benefit cannot be claimed if another insured</p>	<p>The premium for you is R0.00 per month.</p>

person passes away, only when the main member dies and not if the policy is terminated for any other reason.	
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4. **Waiting periods specific to the breadwinner (your family stays covered) benefit**

4.1 Claims for your natural death have the following waiting periods for the event giving rise to the claim:

4.1.1 the waiting period starts from the date we successfully receive the first premium and ends after a minimum of 6 (six) premiums have been received.

4.1.2 Claims for suicide or any self-inflicted death: the waiting period will start from the date we successfully receive the first premium and ends after a minimum of 24 (twenty-four) premiums have been received.

4.2 There is no waiting period if your death is caused by an accident (accidental death).

5. **Nominated beneficiaries**

You must nominate a beneficiary when you take out the policy. A nominated beneficiary is any one person who we will cede your policy to in the event of your (the main member's) death. It is your responsibility as the main member to advise us of your nominated beneficiary, including his/her identity number, contact details and date of birth, together with any changes you make in this regard. You can change your beneficiary any time prior to a death claim for you, the main member, by notice in writing or by contacting us telephonically. This is the only way to nominate or change a beneficiary after you have taken out this policy. No testamentary instrument (e.g. a Will) will change the beneficiary you have nominated. If you do not have a spouse covered under your policy, or no beneficiary has been nominated or none is alive when you die, there will be no claim under the breadwinner benefit. Only one beneficiary can be nominated at any one time.

**IMPORTANT:** please ensure that your nominated beneficiary, your spouse and your family members are aware of the insurance benefits and how they can claim in the event of your death.

**IMPORTANT:** it is only in the event of the main member's death (your death) that the nominated beneficiary will receive a benefit. In all other claims you, the main member, will be the claimant and the beneficiary. In the event of a claim under the breadwinner benefit, your nominated beneficiary must be aged 18 years and over.

6. **Who will we pay?**

We will pay you, by payment into your South African bank account.

7. **Compulsory documents/information required for the breadwinner (your family stays covered) benefit claims:**

7.1 Completed claim form

7.2 Copies of:

7.1.1 Deceased's ID (Certified copy).

7.1.2 Death certificate (Certified copy).

7.1.3 Notification of death form, completed by a doctor (otherwise called a DHA-1663/DHA-1680 form).

7.1.4 Police report (for accidental death claims only).

7.1.5 Motor vehicle accident report (motor accident death claims only).

**IMPORTANT: STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS (IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT “FAIS”)**

**As an insurance policyholder, you have the right to the following information:**

**DETAILS OF THE INTERMEDIARY (BINDER HOLDER)**

Company Name: The Unlimited Group (Pty) Ltd (The Unlimited)  
 Physical Address: No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610  
 Postal Address: Private Bag X7028, Hillcrest, 3650  
 Telephone Number: 0861 990 000  
 Email Address: [customercare@theunlimited.co.za](mailto:customercare@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  
 Internal Compliance Manager: leone.soobramoney@theunlimited.co.za  
 Details of FAIS Compliance: Moonstone Compliance  
 Moonstone Compliance Officer: Ms CL Payne  
 Postal Address: 25 Quantum Street, Technopark, Stellenbosch, 7600  
 Telephone Number: 021 883 8000  
 Fax Number: 021 883 8005  
 Email Address: [cpayne@moonstonecompliance.co.za](mailto:cpayne@moonstonecompliance.co.za)

<b>Conflict of interest</b>	In accordance with our conflict management policy, we place a high priority on our customers’ interests. We will try 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>Cooling-off rights</b>	As this is a month-to-month policy (duration of less than 31 days), a cooling-off period in terms of the Policyholder Protection Rules is not required. We do, however, offer the following cooling-off rights: if there has been no insured event and no benefit has yet been claimed or paid, you have the right to cancel the policy by giving us written or telephonic notice within 31 days of you receiving this Statutory Notice of Disclosures OR from a reasonable date on which it can be deemed that you received this Statutory Notice of Disclosures.  The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all premiums or moneys paid by the premium-payer provided there has been no claim.
<b>Insurance cover</b>	The Unlimited holds professional indemnity and fidelity insurance.
<b>Intermediary Services</b>	The Unlimited does not provide advice as defined in the FAIS Act, we only provide factual information. To ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, you must request all the necessary documentation and information you feel necessary for you to make an informed choice before you make a final decision.
<b>Written mandate to act on behalf of the insurer</b>	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.

<b>Whether more than 10% of the insurer's shares are held or whether more than 30% of total remuneration was received from the Insurer</b>	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.
<b>Waiver of rights</b>	The law does not allow a financial services provider to request or induce in any manner a customer to waive any right or benefit conferred on them in terms of legislation, nor allow a financial services provider to act on any such waiver. Any such waiver is null and void.
<b>Financial Intelligence Centre Act (FICA)</b>	Please note that in terms of the Financial Intelligence Centre Act, the Insurer as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities. We also conduct sanctions screening to ensure that we are not conducting business with individuals who appear on sanctions lists. If you are a Domestic Prominent Influential Person or a Foreign Prominent Influential Person in terms of the FICA Act please let us know by calling our call centre.
<b>Legal status</b>	The Unlimited is an authorised financial services provider (FSP21473). License limitations: <ul style="list-style-type: none"> <li>• We must inform the Registrar of any business information change within 15 days.</li> <li>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</li> <li>• We accept responsibility for services provided by our representatives, whilst acting in the scope of their employment/contracts 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 style="list-style-type: none"> <li>1. Go to <a href="http://www.fsca.co.za">www.fsca.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> </li> <li>• We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act.</li> <li>• Our insurance products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of Category 1, Long-Term Insurance Subcategories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines, Short-Term Insurance Personal Lines A1 and Short-Term Insurance Commercial Lines.</li> </ul>

## DETAILS OF THE INSURER

(that underwrites the insurance benefits, and which is a licensed life insurer and an authorised financial services provider)

Company Name:	Centriq Life Insurance Company Limited
Physical Address:	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Telephone Number:	011 268 6490
Fax Number:	011 268 6495
Website:	<a href="http://www.centriq.co.za">www.centriq.co.za</a>
Company Registration Number:	1943/016409/06
FSP License Number:	7370
VAT Number:	4310210481
Details of internal Compliance Department:	
Telephone number:	011 268 6490
Email address:	<a href="mailto:compliance@centriq.co.za">compliance@centriq.co.za</a>

## 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 call our Customer Care line on 0861 990 000/ 031 716 9600. Please view our full Complaint Process on [www.theunlimited.co.za](http://www.theunlimited.co.za)

### 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 notify you of the name and contact details of The Unlimited representative who 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, together with reasons.

### 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 Centriq Life Insurance Company Limited by addressing your concerns to:

The Complaints Specialist:

Telephone:

011 268 6490

Email:

[complaints@centriq.co.za](mailto:complaints@centriq.co.za)

### Step 4: External Dispute Resolution

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

If you remain unsatisfied or if our feedback provided to you is not in your favour, then you have the right to have the decision/process reviewed by an authorised external party being:

### National Financial Ombud Scheme

Cape Town physical address:

Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7700

Johannesburg physical address :

110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198

Share call number:

0860 800 900

Email:

[info@nfosa.co.za](mailto:info@nfosa.co.za)

Website:

[www.nfosa.co.za](http://www.nfosa.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 41, Menlyn Park, 0063

Physical Address:

Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010

Telephone number:

012 762 5000

Sharecall

086 066 3274

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 20 37 22

Website:

[www.fsca.co.za](http://www.fsca.co.za)

### OTHER IMPORTANT MATTERS

- You must be informed of any material changes to the information in this notice. If the information was given orally, it must be confirmed in writing within 31 days.
- If any complaint to The Unlimited or the Insurer is not resolved to your satisfaction, you may submit the complaint to the National Financial Ombud Scheme as an insurance complaint, or to the FAIS Ombud.
- If your premium is paid by means of debit order, it may only be in favour of one legal entity or person and may not be transferred without your approval.
- Unless you commit fraud, the Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Insurer must give reasons for rejection of your claim.
- The Insurer may not cancel your insurance merely by informing The Unlimited. 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 and a copy of the voice log of the sale free of charge.
- Polygraphs or similar tests are not obligatory, and claims may not be rejected solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let us know 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.

#### **WARNING**

- Do not sign any blank or partially completed application forms.
- 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 under your policy.

#### **TREATING THE CUSTOMER FAIRLY (TCF)**

We are committed to ensuring that all our customers are treated fairly and that every member of our team understands what TCF means to our business. Being a brand-led business means that we put the customer at the centre of everything we do.

The systems and processes we have put in place ensure that all of our customers are treated fairly at every interaction.

We only partner with and select suppliers of benefits and services that are able to demonstrate their respect in treating customers fairly and they uphold the TCF principles for all interactions of the customer relationship, for which they are responsible.

It is important that they are in alignment and agree to our TCF objectives in every interaction that they may have with our customers.

#### **HOW WE USE YOUR PERSONAL INFORMATION**

We are bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI Act"), as well as Section 51 of the Electronic Communications and Transactions Act, 2002 ("ECT Act") regarding the processing of your personal information. We may use any necessary legal means to check and validate the information you provide to us.

This section of the Statutory Notice of Disclosures is intended to summarise key privacy disclosures. We handle the personal information you provide to us in accordance with this section, read with the Privacy Policy available at [www.theunlimited.co.za](http://www.theunlimited.co.za)

#### **1. You hereby warrant and agree that we, including our authorised agents, partners and service provider/contractors may:**

##### **1.1 collect information:**

- (a) from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.
- (b) that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the continuance of your agreement/policy or the meeting of any claim you submit. Such information may be given to any insurer or its authorised agents, partners and service provider/contractors.
- (c) including (amongst others), information about 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 identifiers, social media profile, 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.

- (d) that you warrant you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service provider/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.

1.2 process your information for the following reasons (amongst others):

- (a) to underwrite policies, assess risks fairly, perform under your insurance agreement including the assessment of claims and enforce our contractual rights and obligations.

**Note:** This includes the collection and use of personal information provided to us, such as sensitive health information, including that of minor children, as permitted under section 32(1) of the POPI Act. In addition, such information may be shared internally with our departments (who need this information) and externally with third parties to comply with insurance obligations or legal requirements or in the exercise of our rights. Please contact us should you have any objections.

- (b) where relevant, to instruct the insurer, the UMA, and any appointed medical provider/service provider (including emergency or hospital providers, and medical professionals or staff engaged by an insured person, the insurer or UMA), to ensure that an insured person receives appropriate and necessary medical services. This includes sharing necessary personal and health information about you and your dependants where required to support risk assessment, claims processing, performance of your insurance agreement or to enforce contractual rights.
- (c) to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- (d) to submit payment instructions (like a debit order) to and receive payment performance feedback from our appointed sponsor bank(s) for the purposes of facilitating and managing your payment obligations under this agreement. This includes sharing your name, identification number, and bank account details with such bank(s) to enable payment collection and receiving data from them such as payment success or failure, reasons for failed payments and debit order mandate status (e.g. whether the mandate has been authenticated).
- (e) to do affordability assessments, credit assessments and credit scoring including requesting and using limited credit information, such as income payment timing and payment behaviour, from credit bureaus or authorised third parties. By accepting our terms, you provide the necessary consent as required under the National Credit Act, 2005.
- (f) to manage and maintain your agreement/policy or relationship with us.
- (g) to disclose and obtain information about you from credit bureaus regarding your credit history.
- (h) to enable you to participate in the debt review process under the National Credit Act 34 of 2005.
- (i) for security, identity verification and to check the accuracy of your information.
- (j) where required, we may transfer your personal information outside of South Africa in compliance with the law.
- (k) for customer satisfaction surveys, promotional and other competitions.
- (l) using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may query the decision made about you.
- (m) to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you purchase products or services from us, we can market other similar products and services to you even after this agreement ends and share market innovations with you.
- (n) Payment of the premium also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.

1.3 share your information with the below persons (amongst others) who are bound to keep it secure and confidential:

<ul style="list-style-type: none"> <li>▪ Attorneys, tracing agents, &amp; debt collectors when enforcing agreements</li> </ul>	<ul style="list-style-type: none"> <li>▪ Debt counsellors &amp; payment distribution agents during any debt review process.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Payment processing service providers, merchants, banks to process payment instructions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Insurers and other financial institutions when providing insurance or assurance.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you</li> </ul>	<ul style="list-style-type: none"> <li>▪ Regulatory authorities, ombudsman, governments, local and international tax authorities &amp; credit bureaus when we must share it with them.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Medical professionals, healthcare institutions or facilities involved in providing necessary medical services to you or your dependants under the insurance agreement.</li> </ul>	

## 2. The Unlimited automatically updates and keeps your information accurate

We may submit your information to, and receive information about you from, credit institutions (such as a credit bureau and our sponsor bank) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. We may also do this to ensure the quality and accuracy of your identity and contact information to ensure we can make positive contact with you; and to determine your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

## 3. Your rights:

You have data protection rights which are described in detail on [www.theunlimited.co.za](http://www.theunlimited.co.za). To request access to your information, contact us at the contact details provided above.

We may contact you to offer you our similar products and services, using the contact details you have provided. You may opt out of receiving such marketing communications at any time by emailing [dataprivacy@theunlimited.co.za](mailto:dataprivacy@theunlimited.co.za) or calling 0861 990 000.