

# ALL YOUR PRODUCT BENEFITS UNPACKED.

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Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

The Unlimited is an authorised financial services provider [21473]  
Founder of The Unlimited Child

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## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

#### ACCURACY OF INFORMATION

It is very important that you give The Unlimited and the Insurer true and accurate information at all times. If you give The Unlimited and/or the Insurer false or incorrect information, your policy may be invalid or you may not be covered. The information you give us is considered material to our assessment of the risk, so it must be accurately and properly disclosed. The accuracy and completeness of all answers, statements or other information provided by you or on your behalf is your responsibility.

In the event of any fraud, misdescription, misrepresentation or non-disclosure of material facts, we reserve the right, at any time, to void your policy or parts thereof, cancel your policy or reject any benefit claim.

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:** if we are unable to successfully verify your identity, we will void your policy from the start date and there will be no agreement between you and us. This means that your policy never started, and you will have no cover.

#### 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 Insurance Company Limited (Reg. No. 1998/007558/06), a licensed non-life insurer and authorised financial services provider (FSP No. 3417), the company which provides you with your insurance benefits (please see "**YOUR INSURANCE BENEFITS**" listed under the "**POLICY**" below) and which receives the premium every month.
3. **M-Sure** means M-Sure Financial Services (Pty) Ltd, an authorised financial services provider (FSP No. 21799), which is the company responsible for the provision of the non-insurance maintenance and restoration benefit, as well as the binder holder that administers the claims under the insurance policy, on behalf of the Insurer.
4. **payment** means the total amount you pay each month for all your membership costs and chosen 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.
5. **premium** means the monthly amount collected by The Unlimited, which is due to the Insurer for the insurance benefits you have chosen. The premium is disclosed separately in the policy.
6. **service provider ("SP")** means the service provider named in the **NON-INSURANCE BENEFITS** section below, which is responsible for the provision of the non-insurance benefits.
7. **start date** means the date on which your first payment is successfully received by us and is the date on which all your benefits are available (subject to waiting periods).
8. **vehicle** means the motor vehicle details you gave us when you bought this membership. The motor vehicle must be registered in South Africa and it must be a private motor car or light delivery vehicle with a gross vehicle mass of no more than 3,500 kg. Any reference to your vehicle under the non-insurance and the insurance benefits means the vehicle which is registered under this membership (including the policy).
9. **waiting period** means the period specified in this membership (see **NON-INSURANCE BENEFITS** and **YOUR INSURANCE BENEFIT**) during which we need to successfully collect a specified minimum number of payments (including the premium) from you before you can use your benefits/claim under the policy.

10. **we/us/our** means The Unlimited Group (Pty) Limited. We bring you the non-insurance benefits and we are authorised by the Insurer to market the policy as the non-mandated intermediary. The Unlimited Group (Pty) Limited is an authorised Financial Services Provider (FSP No. 21473).
11. **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 benefit which is described in the **POLICY** (also below).
2. **Waiting period:** please refer to your **NON-INSURANCE BENEFITS** and **YOUR INSURANCE BENEFIT** below for any waiting period/s that may apply.
3. **Please note**, 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 the violation of these membership terms and conditions.

### THE PAYMENT AND PREMIUM

1. In return for the payment, we negotiate rates and terms with service providers on your behalf and arrange insurance cover for you. 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. If you reject the request from your bank to authenticate your debit order mandate, your membership and chosen 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 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 vehicles insured, endorsements, amendments and addendums (if any) to your policy.
5. You pay The Unlimited the payment for your membership every month, including the premium which is collected on behalf of the Insurer. Any refund of premium due by the Insurer, for any reason, will not include the balance of our payment.
6. **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.**
7. 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.
8. It is your responsibility to pay your total payment on the due date. If we can't deduct the payment from your bank account (for example, if you don't have funds) you will not be entitled to any of your benefits. **We will not debit arrear (missed) payments the following month.**
9. If we are unable to collect your payment (including the premium) 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 active, but it remains your obligation to see that all payments are made.
10. You agree that if we cannot collect the payment (including the premium) 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.

11. 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.
12. Any bank charges incurred because of failed collections will be for your own account.
13. 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.
14. 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. You agree and want to be a party to this membership.
2. You agree that we can market other products and services to you **even after this membership ends** and share market innovations with you.
3. 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.
4. This membership is month-to-month, the payment is due in advance and the total amount payable for the benefits is inclusive of VAT. The membership will renew on the same terms each month we successfully collect the payment; unless amended.
5. You can only use your insurance and non-insurance benefits in South Africa and for events occurring in South Africa.
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 this membership. This is also how we 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 the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 14 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 you have:
  - 8.1. immediately by giving you notice in writing of cancellation 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. Your use of your insurance and non-insurance benefits is always subject to the terms of this membership as well as any policy, statutory notices, amendments, endorsements and addendums issued by us in terms of your membership; and must be read together with, and shall form a part of, this membership.
10. 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.
11. 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.

12. You may not transfer your membership to anyone, use the insurance and non-insurance benefits for any other motor vehicle and your benefits may not be redeemed by anyone else.
13. **If you want to change your specific motor vehicle (for example, if you sell your motor vehicle and buy a new one), you will need to call us on 0861 990 000 to update your motor vehicle details and all waiting periods will re-apply.**
14. You will be limited to one specified motor vehicle change in a two-year period. The two-year period will be calculated from the first successful collection of your payment (including the premium) and for a consecutive period of 24 months and thereafter each 24-month period.
15. 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 in on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or call us on **0861 990 000**

**YOUR 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. MAINTENANCE AND RESTORATION BENEFIT**  
**IMPORTANT INFORMATION ABOUT THE MAINTENANCE AND RESTORATION BENEFIT**

- 1. The service provider ("SP") responsible for the provision of this benefit is SA Vehicle Maintenance (Pty) Ltd (Company Registration No 2000/009578/07).
- 2. **Waiting period:** you may only use this non-insurance benefit once we have successfully collected two consecutive payments from you. **Please note,** if you miss a payment, this waiting period will start over again when we collect your next payment.

**WHAT IS THE MAINTENANCE AND RESTORATION BENEFIT**

- 1. You have access to maintenance and restoration services for your vehicle, **up to the benefit limit of R4,000 (four thousand Rand) including VAT.** This limit applies every 90 days, starting from the date we receive your first successful payment (the "start date").
- 2. The benefit covers selected interior and exterior maintenance and restoration services for your vehicle, as seen in the **benefit service table** below, with the registration number you provided to us.
- 3. If you don't use the full benefit amount of R4,000 within a 90-day period, the unused balance does not carry over to the next period. A new benefit limit will apply for each 90-day cycle.
- 4. Pre-existing damage (damage your vehicle had before you bought this benefit) may only be repaired during your first claim, subject to these benefit terms and conditions, and within your initial 90-day period. **Please note,** pre-existing damage is **ONLY** covered under this non-insurance benefit and does not apply to the insurance benefit (see the **POLICY** below).
- 5. We'll pay for approved services up to the benefit limit of R4,000. If the cost is higher, you'll need to pay the difference before the service can be done.
- 6. Maintenance and restoration services for your vehicle must be approved by the SP before repairs begin.

Benefit service table	
Light scratches & minor dents	For dents and scratches to the outside of your car.
Stone chips	A chipped area if it can be filled and sealed to prevent corrosion.
Wheel rims and mag wheels	Restoration of your vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. <b>Repairs and replacement to buckled or cracked wheel rims or mag wheels are excluded.</b>
Exterior damage	Maintenance and restoration of minor dents and scratches on your vehicle which is caused by the daily use of your vehicle. Minor dents and scratches are typically caused by objects making contact with your vehicle whilst it is stationary or slowly in motion. Examples could be: a trolley running into your vehicle in a parking lot, or a hard ball hitting a soft panel on your vehicle next to the sports field. Other forms of minor damage could include brushing your bumper against a



	pillar or curb causing a scratch whilst parking. Damages as described above are normally too small to claim from your comprehensive insurance as the repair value is less than the insurance excess payable.
<b>Benefit service: interior maintenance and restoration service</b>	
<b>Centre console, dashboard and door panel (plastic parts only)</b>	Scratches and scuffs that are less than 150mm (one hundred and fifty millimetres) wide and less than 1mm (one millimetre) deep. <b>Cracks to the centre console, dashboard, airbags and replacements to the dashboard are excluded.</b>
<b>Gear lever boot and handbrake boot</b>	Tears or rips to the gear lever and handbrake boot, but only if less than 50mm (fifty millimetres). <b>Peeling leather is excluded.</b>
<b>Seat panels</b>	For tears not exceeding 50mm (fifty millimetres) and burn holes not exceeding 10mm (ten millimetres). If the exact fabric is not available, a suitable replacement fabric will be used. <b>Cracks or peeling on leather seats are excluded.</b>
<b>Seat stitching</b>	Where damage is repairable to seat stitches not exceeding 75mm (seventy-five millimetres).
<b>Roof lining</b>	Limited to one maintenance or restoration event per membership. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. <b>Replacement of the roof lining or any part thereof is excluded. The benefit does not apply to convertibles or vehicles with sunroofs. Sun visors are excluded.</b>

### HOW TO ACCESS THE MAINTENANCE AND RESTORATION BENEFIT

1. All maintenance and restoration services are done through panel beaters/repair agents approved by the SP, unless you are provided with express pre-authorisation by the SP to use your own panel beater/repair agent.
2. You must get pre-authorisation from the SP before using this benefit. Any unauthorised repairs will not be covered.
3. You must have a valid driver's license and your vehicle must be licensed when applying to use the benefit.
4. Please go to [www.theunlimited.co.za](http://www.theunlimited.co.za) for a step-by-step guide on how to use your benefit, or call The Unlimited on 0861 990 000 if you need help, or have any questions.
5. **Please ensure you submit ALL your documentation together to speed up your claiming process.**
6. **Important:** don't forget to give us your membership number when you use the benefit.
7. All existing damages, all claims (and quotes) must be submitted with photographs of the entire vehicle (taken or verified by the panel beater). Any damages not repaired at the time of the claim, for whatsoever reason, will be treated as pre-existing damages going forward and cannot be repaired under this benefit.
8. **Please note:** you can elect to have all the noted repairs done, BUT any repairs in excess of the R4,000 benefit limit will be for your account and must be paid by you directly to the panel beater.
9. You may not split your damages or quotes in order to have the repair/s done in different 90-day periods (i.e. to bring the repairs within the

R4,000 benefit limit). If you do this, we and the SP have the right to refuse to do any further repairs and to recoup any payments made towards such repairs from you.

10. **Important:** we will only assess quotes up to a maximum of R7 500 (incl. VAT) for any claim. Any claim assessed in excess of this amount will be deemed accident damage which falls outside this benefit. Claims assessed in excess of this value should be claimed from your comprehensive insurance, or are for your own account.

### **BENEFIT EXCLUSIONS (what's not included as part of your maintenance and restoration benefit)**

1. Vehicles used for any of the following purposes:
  - 1.1. Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward; and
  - 1.2. if your vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair.
2. Motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats; and exotic cars.
3. We will not be liable for any damage of any nature that occurs during the repair process, including but not limited to vehicle sensors, vehicle glass, modifications or accessories.
4. This benefit assists with repairing minor damages. Any damages caused by an accident, or damages with signs of a panel being ripped, torn, cracked or in need of replacement is explicitly excluded.
5. The R4,000 benefit limit amount cannot be used for the payment of excess on an insurance claim.
6. Any service that does not expressly fall within the benefit description in the benefit service table above.
7. The replacement of any body panel, or part thereof.
8. Stripping and assembly of parts, unless:
  - 8.1. it is required to fix a scratch or dent that falls within the description of this benefit; and
  - 8.2. both repair and stripping and assembly of parts fall within the benefit service table above. (To be clear, if stripping and assembly is required to assess damage and the damage falls outside the benefit service description, the cost associated with the stripping and assembly of the effected part/s will not be covered under this benefit.).
9. Repairs and replacement to cracked, ripped or torn panels.
10. Repairs and replacement to buckled, cracked or unrepairable rim and mag wheels.
11. Mechanical or electrical breakdown or breakage and/or tyre damage.
12. Rusting, peeling, cracked or faded paintwork or any gradually developing cause, including, but not limited to, benefit services where additional processes are required.
13. Damage to car radios, sound equipment or car telephones, stickers or artwork and vehicle branding.
14. Any depreciation in value arising from maintenance or restoration.
15. Any maintenance and restoration work done outside of South Africa.

### **B. MOTOR DISCOUNTS BENEFIT**

#### **WHAT IS THE MOTOR DISCOUNTS BENEFIT?**

1. The service provider ("SP") responsible for the provision of this benefit is GoRhino (Pty) Ltd (Company Registration No 2010/010635/07).
2. You will receive exclusive discounts across our SP'S comprehensive network of motor participating discount providers.
3. The motor discounts benefit can be used daily, 365 days a year, however, only one discount voucher may be used per transaction.
4. These discounts are only valid at participating discount providers ("providers") which have elected to offer the discount under this motor discounts benefit, provided that the participating agreement of the provider is unchanged.
5. For a comprehensive list of the providers and their specific discounts,

availability of discount offers, terms, booking procedures, limitations and any related exclusions, please visit [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za).

### HOW TO REDEEM THE MOTOR DISCOUNTS BENEFIT

1. **Step 1:** Browse [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) and choose a provider of your choice. Discounts are only redeemable at providers listed on our website and during the operating hours of the participating outlets.
2. **Step 2:** Call 010 143 7557 (8am - 6pm, Monday to Friday) to redeem your discount, or follow the redemption steps on the provider's page.
3. **Step 3:** You will receive a voucher via email or SMS to the cell phone number you gave us when you signed up for this membership, follow the instructions on the voucher to redeem your discount. Your voucher must be presented upon arrival at the provider.
4. For services requiring a booking, please make your booking 24-48 hours in advance.
5. Providers reserve the right to decline bookings or redemption of discounts due to availability constraints.

### SPECIFIC TERMS AND CONDITIONS FOR THE MOTOR DISCOUNTS BENEFIT

1. The motor discounts benefit only applies at participating discount providers.
2. The specifics of the discount and when the discount applies may differ between providers. Please check the individual provider pages on [www.theunlimited-lifestyle.co.za](http://www.theunlimited-lifestyle.co.za) for their latest discount offer, availability of the discount offer, the specific conditions of use and booking procedures, as well as any updates to the individual provider terms.
3. The motor discounts benefit may not apply if the provider's terms or booking procedures are not adhered to.
4. Please note that providers reserve the right to alter these terms based on their operational needs.
5. While the SP strives to keep the website updated with current information about the providers and their terms of participation and availability, there may be instances where providers choose to opt-out or modify their terms. The SP and we take no responsibility for any such withdrawals by provider or any such changes in their terms and conditions or availability. The SP reserves the right to remove or add providers as they see fit.
6. Discount vouchers cannot be combined with other promotions or specials.
7. Failure to present your voucher will result in the discount not being applied. Please note, the SP and we cannot be held responsible for correspondence sent to you which is lost or delayed in the mail.
8. Providers reserve the right to request positive identification and verify your identity.
9. The SP and we take no responsibility for bad experiences, loss or injuries at any of the providers.

## THE NON-LIFE INSURANCE POLICY ("POLICY")

### GENERAL TERMS & CONDITIONS FOR THE POLICY

#### IMPORTANT, PLEASE READ CAREFULLY

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. **accidental damage** means physical loss or damage to your vehicle's tyres which is caused by a road hazard, and occurring due to a chance or unintentional event. Damage caused by a road hazard is any cut, snag, irreparable puncture or bruise to your tyres caused from driving over potholes, rocks, broken glass, steel bits, wooden debris, nails or splinters.
2. **accredited dealer** means a repairing dealer referred by or approved by the Insurer and/or M-Sure.
3. **emergency repairs** means where you had to have minor repairs done to your vehicle tyres after-hours, or on weekends or public holidays due to an unexpected event requiring immediate attention, to prevent further loss or damage.
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 event resulting in accidental or malicious damage to your vehicle's tyres, from any cause not excluded under this policy.
6. **malicious damage** means physical loss or damage to the tyres of your vehicle caused by a deliberate, intentional, spiteful, hateful, mean, nasty, and wilful or wanton act of any person, other than you, the main member.
7. **membership** means membership of The Unlimited and no policy can exist without membership.

#### HOW WILL WE COMMUNICATE WITH YOU?

1. We will communicate with you via email, SMS or WhatsApp, using the cell phone number and/or email address you have provided to us. 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** 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 The Unlimited on 0861 990 000 and give them a chance to see if they 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. 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 us in writing. Your debit order will be presented to your bank on the due date. Please contact us if you want to change the debit order collection date (the "due date") you have given us.
- 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. 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 amount. If we do not receive payment within the 15 days, you will not have cover.  
**Example: premium due date is the 1<sup>st</sup> of May. If you miss a payment, you will only have until the 16<sup>th</sup> 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, 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 we successfully collect your first full successful payment (including the 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. Should a claim occur within a waiting period (where applicable) there will be no refund of premium/s and no payment of the claim.
4. 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.
5. 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 or email us on [customercare@theunlimited.co.za](mailto:customercare@theunlimited.co.za).
2. There is a cooling-off period of 14 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 of 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 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) and no further premiums are received from you, 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. The insurance benefit is applicable to the tyres fitted to your vehicle (as defined). You cannot take out a loan against your policy. Should you wish to change the vehicle covered under this policy, you will need to notify us of the change in details. Should you not update your vehicle's details, your claim may be rejected by the Insurer. Your policy is month-to-month and does not pay out any profits, nor can it be cashed in for money.

## DUAL INSURANCE

If you have any other similar insurance policies in force at the time of your insurance benefit claim which covers your vehicle for the same damage, the Insurer shall not be liable to pay or contribute more than its pro-rata portion of the damages, subject to the maximum insurance benefit limit provided by this policy (whichever is the lesser).

## 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. Time period to submit a claim?

- 1.1. You must inform us of your claim within **30 days** of the damage occurring.
- 1.2. Your claim form and supporting claim documents must be submitted to M-Sure within 30 days of the insured event. If they do not receive the information they need, the Insurer will close your claim.

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

- 2.1. It's simple, call us on **0861 990 000** and we will refer you to an accredited dealer. You must take your vehicle to an accredited dealer to get a quote for the damage to your tyres.
- 2.2. Where your claim arises out of malicious damage to your vehicle, you must report it to the SAPS before a claim can be lodged, and submit the accompanying official Police or Accident Report and unique case number (CAS Number) assigned by SAPS with your claim.
- 2.3. **Your claim documents can be sent by any of the methods below to:**

#### M-SURE FINANCIAL SERVICES – CLAIMS DEPARTMENT

Postal Address: Private Bag X5, Bruma 2026

Physical Address: The Bridge Office Park, Block A, Building 2,  
5 Boeing Road East, Elma Park, Edenvale, 1609

Fax Number: 0860 329 729

- 2.4. The Insurer reserves the right to call on an expert for an independent assessment on whether or not to approve your claim.
- 2.5. Once the quotation has been authorised by the Insurer, your vehicle's damaged tyre(s) must be attended to within 90 days of the approval of the claim.
- 2.6. In the case of emergency repairs, where you have had your damaged tyre(s) repaired or replaced before authorisation has been obtained, it will be at the discretion of the Insurer whether to reimburse you for your claim. In such an event, the damaged tyre(s) should be retained for inspection. The Insurer can also request supporting documentation including the invoice and proof of payment.
- 2.7. **All costs incurred from submitting a claim are for your account.**

### 3. General requirements for any claim:

- 3.1. **M-Sure have the right to request additional supporting documents at any time** if they are unable to validate the claim with all the information requested in this policy and the claim forms. They will require your co-operation in providing them with the additional information.
- 3.2. If you do not comply with their reasonable requests, do not co-operate in the investigation of claims or you do not give them specific claim documents/information, the Insurer may close or repudiate your claim.
- 3.3. **In the case of an approved claim being settled with you directly, you will be required to provide us with a copy of your identity document and South African bank statement that clearly shows the name and address of you as the account holder, the account number, as well as the bank date stamp.**
- 3.4. Payment made to you or any accredited dealer will discharge our and the Insurer's liability and obligations arising out of the event/s which led to the claim.
- 3.5. In the event that a benefit is paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action, you 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.

- 3.6. **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.**

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). 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**

General exclusions are specific items, losses or events that are not covered by this policy. **It is very important that you understand and take note of these.**

1. The Insurer will NOT cover any claim which directly or indirectly resulted from:
- 1.1. loss, damage or liability caused by war, invasion, act of foreign enemy, hostilities, civil war/unrest, strike, rebellion, riot, revolution, terrorist attack or any act in protest against any State, Government or any Government body;
- 1.2. loss, damage or liability caused by nuclear reaction or radiation of any kind;
- 1.3. damage where the tyre depth is less than 2mm on any part of the tyre surface and/or where the built-in depth indicators have experienced wear;
- 1.4. damage to tyres that have been altered in any way from the manufacturer's specifications;
- 1.5. damages caused by fire, theft or a road accident;
- 1.6. damage that existed before the start date of the policy;
- 1.7. damages caused by improper mounting of or mechanical defects in the tyres;
- 1.8. damage as a result of any off-road activities;
- 1.9. damage to the insured vehicle (other than the fitted tyres) or injury to any person; and
- 1.10. damage caused due to your failure to take all steps possible to keep your vehicle in a proper and efficient state of repair and use.
2. The Insurer will also NOT cover:
- 2.1 any items that are still covered by the manufacturer's or supplier's policy at the time of the damage;
- 2.2 resultant loss arising as a result of the damage to your vehicles' tyres;
- 2.3 all losses other than losses arising as a result of malicious or accidental damage;
- 2.4 where any tyre on the vehicle does not match the tread pattern or type of classification of the balance of the tyres on the insured vehicle;
- 2.5 costs or expenses normally recoverable under a comprehensive insurance policy;
- 2.6 tyres that have uneven surface wear, such as flat spots as a result of severe breaking or poor alignment; and
- 2.7 the tyres of taxis, hire vehicles, rebuilt vehicles (CODE 3), courier or delivery vehicles, modified vehicles (any vehicle which has had



changes made to it from time of manufacture that changes or alters the performances of the motor vehicle from its original manufacturer's specifications, including turbo conversions) and vehicles that are, or have been, used in any form of motoring competition.

## YOUR INSURANCE BENEFIT

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 by you, will be the basis of this policy and must be true and complete or the insurance benefits may not be paid.

### A. TYRE INSURANCE BENEFIT

#### 1. Important information about your tyre insurance benefit

- 1.1. This policy will only cover the tyres fitted on your vehicle (as defined).
- 1.2. You are only covered for insured events which occur within the borders of South Africa.
- 1.3. All replacement tyres and costs over and above the maximum benefit limit above are for your own account.
- 1.4. If you don't use the full benefit amount of R4,000 within a 90-day period, the unused balance does not carry over to the next period. A new benefit limit will apply for each 90-day cycle.
- 1.5. You may not split your damages or quotes in order to have the repair/s done in different 90-day periods (i.e. to bring the repairs within the R4,000 benefit limit). If you do this, we and the SP have the right to refuse to do any further repairs and to recoup any payments made towards such repairs from you.
- 1.6. **Waiting periods apply.**
- 1.7. The Insurer will not pay interest on any claim.
- 1.8. It is not our aim to put you in a better financial position than before the claim. So, in certain circumstances, where further replacement tyres are required for your vehicle, in addition to the repair and/or replacement of the damaged tyre, the Insurer will only pay for the damaged tyre up to the maximum indemnity of R4,000.00 per quarter.

#### 2. Benefit: tyre insurance

We will pay for the repairs to, or the replacement of, your vehicle's tyres which have been damaged because of accidental or malicious damage. Your vehicle tyres are covered up to the benefit limit stated in the **benefit limits** table below.

Benefit limits	Premium payable to the Insurer
<b>R2,000.00</b> (two thousand Rand) per quarter for <b>accidental or malicious damage</b> . You are covered for R2,000 every 90-day period commencing from the start date.	The premium is R20.11 (incl. VAT) per month.

#### 3. Waiting periods specific to the tyre insurance benefit

Claims for damaged tyres have the following waiting period for the event giving rise to the claim:

- 3.1. the waiting period starts from the date we successfully receive your first payment (including the premium) and ends after a minimum of 2 (two) consecutive payments have been received. **Please note**, if you miss a payment, this waiting period will start over again when we collect your next payment.

#### 4. Who will the Insurer pay?

- 4.1. The Insurer will pay the accredited dealer that is authorised to make the repair, up to the maximum benefit limit.
- 4.2. The Insurer can, at its sole discretion, make payment to you,

up to the maximum benefit limit under the policy in the event of an emergency repair (where authorisation was not obtained before the repairs were done).

- 4.3. In the event of the Insurer exercising its discretion to make payment to you, it will pay the approved claim amount to you into your South African bank account from which the payment (including the premium) is collected. Should you wish for the Insurer to make payment into a different bank account of yours, you will need to provide us with written details of the alternative bank account. You hereby indemnify the Insurer and us against all damages, claims and costs that may be incurred as a result of such payment.

**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 NON-MANDATED INTERMEDIARY AND BINDER HOLDER  
(the company that offered you the product)**

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
Fax Number:	0865 009 307
Email Address:	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>
Website:	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>
Company Registration Number:	2002/002773/07
FSP License Number:	21473
VAT Number:	4360161139
Details of FAIS Compliance:	Moonstone Compliance
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:	<a href="mailto:cpayne@moonstonecompliance.co.za">cpayne@moonstonecompliance.co.za</a>

a.	<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.	<b>Cooling-off rights</b>	<p>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 14 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.</p> <p>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.</p>
c.	<b>Insurance cover</b>	The Unlimited holds professional indemnity and fidelity insurance.
d.	<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.

e.	<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, of which they receive commission of 12.5% and a binder fee of 21% of the gross written premium for performing certain binder functions which include entering into, varying or renewing this membership; and incidental activities undertaken on behalf of the Insurer.
f.	<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.
g.	<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.
h.	<b>Legal status</b>	<p>The Unlimited is an authorised financial services provider (FSP 21473). License limitations:</p> <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 Sub-categories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines (A1), Short-Term Personal Lines A1 and Short-Term Insurance Commercial Lines.</li> </ul>

**DETAILS OF THE BINDER HOLDER**  
(the company that administers claims)

Company Name: M-Sure Financial Services (Pty) Ltd  
Physical Address: The Bridge Office Park, Block A, Building 2,  
5 Boeing Road East, Elma Park, Edenvale 1609  
Postal Address: Private Bag X5, Bruma, 2026  
Telephone Number: 0860 927 726  
Fax Number: 0860 329 729  
Website: [www.m-sure.co.za](http://www.m-sure.co.za)  
Company Registration Number: 2002/022941/07  
FSP License Number: 21799

Details of the Compliance Department:  
Email Address: [compliance@m-sure.co.za](mailto:compliance@m-sure.co.za)

a	<b>Conflict of interest</b>	In accordance with their conflicts management policy, the M-Sure places a high priority on its clients' interests. It will endeavour to identify, manage and as far as reasonably possible avoid any such instances. M-Sure's conflict-of-interest policy is available on its website at <a href="http://www.m-sure.co.za">www.m-sure.co.za</a> .
b.	<b>Insurance cover</b>	M-Sure holds professional indemnity insurance.
c.	<b>Written mandate to act on behalf of the Insurer</b>	Yes. M-Sure acts as a mandated administrator in terms of a Binder Agreement with the Insurer. M-Sure earns 4% binder services fees in respect of the binder functions and incidental activities undertaken on behalf of the Insurer.
d.	<b>Whether more than 10% of Insurer's shares are held and whether more than 30% of total remuneration, including commission was received from the Insurer in the preceding year/last 12 months</b>	M-Sure does not hold more than 10% of the Insurer's shares and has not received more than 30% of its total remuneration from the Insurer in the preceding calendar year. M-Sure is not an associate company of the Insurer.
e.	<b>Waiver of rights</b>	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 General Code of Conduct, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.
f.	<b>Legal Status</b>	M-Sure Financial Services (Pty) Limited is an authorised financial services provider (FSP 21799) and is a wholly-owned subsidiary of Motus Financial Services (Pty) Ltd. M-Sure may not provide business under a name not changed in accordance with the provisions of the FAIS Act. M-Sure's products must qualify as financial products, as contemplated by the FAIS Act. M-Sure is licensed to provide intermediary services in respect of category Short-term Insurance Personal Lines A1.

## DETAILS OF THE INSURER

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

Company Name:	Centriq Insurance Company Limited
Physical Address:	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Postal Address:	PO Box 55674, Northlands, 2116
Telephone Number:	011 268 6490
Email Address:	info@centriq.co.za
Website:	www.centriq.co.za
Company Registration Number:	1998/007558/06
FSP License Number:	3417

Details of internal Compliance Department

Telephone Number:	011 268 6490
Email Address:	compliance@centriq.co.za

## 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. 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 Insurance Company Limited by addressing your concerns to:

The Complaints Specialist:	
Telephone Number:	011 268 6490
Email Address:	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, 6 <sup>th</sup> Floor, 6 Vineyard Road, Claremont, 7700
Johannesburg Physical Address :	110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198
Sharecall Number:	0860 800 900
Email Address:	info@nfosa.co.za
Website:	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:	PO Box 41, Menlyn Park, 0063
Physical Address:	Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010
Telephone Number:	012 762 5000
Sharecall Number:	086 066 3274
Email Address:	info@faisombud.co.za
Website:	www.faisombud.co.za

### **The Financial Sector Conduct Authority (FSCA)**

Postal Address:	PO 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 Number:	012 428 8000 or 0800 20 37 22
Website:	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 or 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 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:**

▪ Attorneys, tracing agents, & debt collectors when enforcing agreements	▪ Debt counsellors & payment distribution agents during any debt review process
▪ Payment processing service providers, merchants, banks to process payment instructions	▪ Insurers and other financial institutions when providing insurance or assurance
▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you	▪ Regulatory authorities, ombudsman, governments, local and international tax authorities & credit bureaus when we must share it with them

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|---|--|
| <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.