

Your unlimited life
The nlimited



Agreement and Policy

The insurance benefits are underwritten by
Centriq Life Insurance Company Limited
(Reg. No. 1943/016409/06)



UNDERWRITTEN BY

THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT AUTO SUPREME

1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT?

- 1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse, children and other adults who are dependent on you.
AND
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.
AND
- 1.3. SA Vehicle Maintenance (PTY) Ltd, company registration number 2000/009578/07, a subsidiary of M-Sure Financial Services (PTY) Ltd, company registration number 2002/022941/07 (the Administrator).
- 1.4. By making payment of your monthly fee you:
 - i. agree and want to be a party to this membership agreement;
 - ii. allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
 - iii. agree that we can market other products and services to you, share market innovations with you and you consent that we can submit your information to credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. **The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy. Payment of the fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take the additional products from us.**
- 1.6. We may further change the membership benefits or fees payable at any time. If the fee or membership benefits change for any reason, you will be given 31 days' prior written notice to that effect. Should you purchase additional membership benefits; the applicable fee/s will become payable immediately.
- 1.7. **The Premium, which is payable by us to the insurer/administrator will be disclosed on the policy or endorsement.**
- 1.8. The Unlimited makes use of NAEDO collections services, this prioritises your debit to ensure that We are able to collect the monthly Fee. If we are unable to collect on the debit 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 collection and that allows you to keep your membership and Policy benefits active.
- 1.9. Your Fee may be collected on a different date due to a public holiday or weekend.
- 1.10. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.
- 1.11. For any questions on your service benefits, please call us on 0861 990 000 for assistance.

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

- 2.1. For your monthly membership fee (after we pay the premium for insurance

Cover) you get the following benefits:

- i. Motor vehicle maintenance and restoration plan (see clause 3 below); and
 - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have successfully collected two consecutive monthly fee payments, you can start using your benefits, but the insurance Cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
 - 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

3. WHAT MOTOR VEHICLE MAINTENANCE AND RESTORATION SERVICES HAVE YOU GOT AND WHEN CAN YOU USE THEM?

- 3.1. Your maintenance and restoration plan includes the following benefits and services:

3.1.1. Maintenance and Restoration Plan

You have the benefit of maintenance and restoration services worth up to a maximum of R4 000 (Four thousand Rand) including VAT, every 90(ninety) days, calculated from when we receive your first successful payment (the **Start Date**). This amount is for maintenance and restoration services to the motor vehicle (**car**) which registration number and details you have provided to us. If you do not use the maximum value of R4 000 in the 90-day period, **this amount or the balance, is not carried over** to the next 90-day period. The maximum amount for the next 90 days will start again at R4 000. **Please note that certain maintenance and restoration services is excluded. You can see the exclusions at clause 3.4 (below). As examples; mechanical issues and replacement parts of any nature are excluded.**

3.1.2. Type of maintenance and restoration services included on the maintenance and restoration plan

This plan 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.

You can use your benefit of up to R4 000 for maintenance and restoration services for both exterior and interior maintenance. If the maintenance and restoration services costs more than R4 000, you will need to pay the balance off before the maintenance and restoration service can be done.

3.1.2.1. Exterior maintenance and restoration services

Light Scratches & Minor Dents	For dents and scratches to the outside of the car.
Stone Chips	A chipped area if it can be filled and sealed to prevent corrosion.
Wheel Rims and Mag Wheels	Restoration of the vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. Replacement of wheel rims or mag wheels is excluded.
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 sport 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.
3.1.2.2. Interior maintenance and restoration services	
Center Console, dashboard and door panel (Plastic parts only)	Scratches and scuffs that are less than 150 mm (one hundred and fifty millimetres) wide and less than 1 mm (one millimetre) deep. Excluding to the airbag area.
Gear Lever Boot and Handbrake Boot	Tears or rips to the gear lever and handbrake boot, but only if less than 50 mm (fifty millimetres).
Seat Panel	For tears not exceeding 50 mm (fifty millimetres) and burn holes not exceeding 10 mm (ten millimetres). If the exact fabric is not available, a suitable replacement fabric will be used.
Seat Stitch	Where damage is repairable to seat stitches not exceeding 75 mm (seventy-five millimetres).
Roof Lining	Limited to one maintenance or restoration event per Maintenance and Restoration Plan. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. Replacement of the roof lining or any part thereof is excluded. The benefit does not apply to convertibles or vehicles with sunroofs.

3.2. IMPORTANT INFORMATION

- 3.2.1. This Maintenance and Restoration Plan applies only to you and the specific motor vehicle, which details you provided to us at time of taking the plan.
- 3.2.2. Your motor vehicle must be a private motor cars and light delivery vehicles with a gross vehicle mass of not more than 3,500 kg (**vehicle**). Vehicles used for any of the following purposes are excluded:
- Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward;
 - vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair;
 - motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats; and
 - exotic cars.
- 3.2.3. You may not transfer your plan to anyone or use the benefits for another vehicle.
- 3.2.4. Please note that should you wish to change your specific vehicle, you will need to inform The Unlimited of the change. To do this, call 0861 990 000.
- 3.2.5. You will be limited to one specified Vehicle change in a two-year period. The two-year period will be calculated from the first successful collection of your monthly Fee and for a consecutive period of 24 months and thereafter each 24-month period.
- 3.2.6. You will be allowed to have maintenance and restoration services done to pre-existing damages (damages your car had before the Start Date) on your first use of the maintenance and restoration plan within the initial 90 days. Any maintenance and restoration services done will be subject to the terms and conditions of this membership Agreement.
- 3.2.7. **Please note that this maintenance and restoration plan is not an insurance policy.** It does not indemnify you for damages or losses sustained or suffered, our obligations are limited to the provision of the benefits. We will not be liable for

any repairs or work done of whatsoever nature and howsoever arising in excess of R4 000. Any repairs or work done in excess of R4 000 but under R7 500 (see clause 3.3.8 below) will be for you to pay.

- 3.2.8. We will not be liable for any damage of whatsoever nature and howsoever arising that occurs during the repair process to vehicle sensors, modifications or accessories.

3.3. HOW DO YOU ACCESS YOUR MAINTENANCE AND RESTORATION BENEFITS?

- 3.3.1. We need to successfully collect two consecutive monthly fee payments (2 in a row) before you can use the benefits (the **suspensive period**). If you change your car (for example, if you sell your car and buy a new one) you will need to call us to update your vehicle details and the suspensive period will re-apply. Remember, you will only be able to change your Vehicle once in a two-year period.
- 3.3.2. All maintenance and restoration services are done through our approved panel beaters/repair agents, unless you are provided with express pre-authorisation by us to use your own panel beater/repair agent.
- 3.3.3. You must get pre-authorisation from us before using the services. Any unauthorised repairs are not covered.
- 3.3.4. You must have a valid driver's licence and motor vehicle licence when applying to use your benefits.
- 3.3.5. The following process will apply to using your benefits:
Step 1 – Go to <https://theunlimited.co.za/motor-scratch-dent-online-claim/>
Step 2 – Complete the online claim form in full and submit.
Step 3 – You will receive an automated email with the claims process and you will be requested to visit 2 authorised repair centres to obtain quotations.
Step 4 – All claims details must be submitted to the email address provided and once both quotes have been received your claim will be opened and assessed within 48 hours.
- 3.3.6. All existing damages, all claims (and quotes) must be submitted with photographs of the entire specific 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 maintenance and restoration plan. PLEASE NOTE:
You can elect to have all the noted repairs done BUT any repairs in excess of the R4 000.00 will be for your account and must be paid by you directly to the panel beater.
- 3.3.7. 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 service provider have the right to refuse to do any or any further repairs and to recoup any payments made towards such repairs from you.
- 3.3.8. **IMPORTANT:** We will only assess quotes up to a maximum of R7 500.00 (incl. of VAT) for a claim. Any claim assessed in excess of this amount will be deemed accident damage which falls outside this maintenance and restoration plan. Claims assessed in excess of this value should be claimed from your comprehensive insurance or are for your own account.
- 3.3.9. If you have any questions or unable to access the online claim form, our agents will be able to help you, **call us on 0861 990 000 before using the services.**

3.4. IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH THE MAINTENANCE AND RESTORATION SERVICES?

- i. If you do not pay your fee, you will not be able to use the benefits
Please note should you fail to pay Your monthly fee, the suspensive period will reinstate on collection of Your next fee.
- ii. If you have committed fraud or have not given us all your correct details (now or when you use a benefit).
- iii. You cannot use this as part of an insurance claim. To be clear, the benefit amount cannot be used for the payment of excess on an insurance claim.
- iv. Any maintenance and restoration services that does not expressly fall within the benefit description of the maintenance and restoration plan benefits described in clause 3.1 above.
- v. Any maintenance and restoration services requiring the replacement of a body panel or part thereof.
- vi. Stripping and Assembly of parts is excluded, unless:
 - a. it is required to fix a scratch or dent that falls within the benefit description of this maintenance and restoration plan; and
 - b. Both repair and stripping and assembly of parts fall within the benefit limit (see clause 3.1 above).
(To be clear, if stripping and assembly is required to assess damage and the damage falls outside the benefit description, the cost associated with the stripping and assembly of the effected part(s) will not be covered under this maintenance & restoration plan as stripping and assembling is not a stand-alone benefit under this plan).
- vii. Repairs and replacement to cracked, ripped or torn panels are excluded.
- viii. Repairs and replacement to buckled, cracked or unrepairable rim and mag wheels are excluded.
- ix. Mechanical or electrical breakdown or breakage and/or tyre damage.
- x. Rusting, peeling, cracked or faded paintwork or any gradually developing cause, including but not limited to maintenance and restoration services where additional processes are required.
- xi. Damage to car radios, sound equipment or car telephones, stickers or artwork and vehicle branding.
- xii. Any depreciation in value arising from maintenance or restoration and any maintenance or restoration not authorised by the Administrator
- xiii. Any maintenance and restoration work outside of South Africa.

4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 4.1. This membership agreement is month to month. It will renew on the same terms each time we successfully collect the monthly fee.
- 4.2. You can cancel at any time – give us a call so we can assist you and help you make the right decision. There is a cooling-off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF** you have not used any of the benefits.

4.3. WHEN CAN WE CANCEL/CHANGE THIS AGREEMENT

- 4.3.1. We can change this Agreement but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
- 4.3.2. We can cancel this membership at any time should you not fulfil your duties under this membership or if you are dishonest or fraudulent in your actions, by:
 - a. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of your fees; and
 - b. Us giving You 31 days' notice in writing (or such other period

as may be mutually agreed and/or otherwise prescribed by this membership.

4.3.3. We will send you an SMS or email. If you have a preference about how we communicate with you, let us know.

4.3.4. In the event of fraud, mis-description, misrepresentation or non-disclosure of material facts at any time, we reserve the right to void or cancel any membership or reject any claim with immediate effect or declare the membership null and void from inception.

5. WE WOULD LOVE TO HEAR FROM YOU

Whether it's a complaint or a compliment, a question or a comment, even if you just want to have a chat about our products or what is important to you, we would love to hear from you.



on our Facebook, find us as The Unlimited;



on our Twitter handle, find us on @theunlimitedza;



on LinkedIn, look for us as theunlimited;



on customercare@theunlimited.co.za,



ALSO, Check out our website: www.theunlimited.co.za;

OR



Call us on 0861 990 000.

**INSURANCE POLICY WORDING
TYRE INSURANCE**

1. DETAILS OF THE INSURER

Once the Insurer, Centriq Insurance Company Limited, has accepted Your Policy, the information You have provided to Us and/or on the application/schedule, will all form part of the contract of insurance between the Insurer and You (the Insured). This will also form part of the Agreement between You and Us (The Unlimited). The Policy is administered by M-Sure Financial Services (Pty) Ltd (the Administrator/Binder Holder). In return for Your Premium and providing that You comply with the terms and conditions of this Policy, the Insurer will provide the cover. Should the Insurer decline this insurance, they will do so within 30 days. If they do decline, they will refund the full Premium.

2. MONTHLY PREMIUMS PAYABLE

- 2.1. The premium for the cover provided under this Policy is R17.49 (excl. VAT) per month.
- 2.2. It is important to remember that the responsibility to pay the premium on the Policy remains with You. We kindly request that You contact us should You wish to amend the premium collection (due) date.
- 2.3. Also see clause 7.7 [Premiums] below for more information.

3. WHEN DOES YOUR COVER START?

- 3.1. As soon as we have received your first premium your Policy Benefits ("the Start Date") are active, subject to any waiting period that may apply (see clause 5.3 below). If You are unsure, please contact Us at any time to confirm the Start Date of your Policy Benefits.

4. YOUR POLICY BENEFITS

- 4.1. The Insurer will pay Your claim(s) subject to the terms, conditions, exclusions and benefit limits; in consideration of, and conditional upon:
 - 4.1.1. the prior payment of the premium/s by You or on Your behalf and receipt thereof by Us or on Our behalf;
 - 4.1.2. You having agreed that any proposal/application or other information supplied by You, or on Your behalf of, including any recorded phone calls made to or received by You, e.g. sales calls, together with the terms and conditions as contained in this Policy, will be the basis of this Agreement of Insurance;
 - 4.1.3. where the insurance is varied or extended, the insurance provided by such additional benefit, special clause, variation and extension or endorsement is subject to the terms, conditions, exclusions and limitations of this Policy in so far as they can apply; and
 - 4.1.4. compliance by You with all the terms, conditions, limitations and exclusions contained in this Policy, which is a condition precedent to the Insurer's liability under the Policy. Any breach shall entitle the Insurer to cancel or reject any claim made under this Policy.

4.2. TYRE INSURANCE		
Benefits	What is covered?	Benefit Limits
Repairs to or replacement of the Covered Vehicle's tyres as a result of Accidental or Malicious Damage which occurred during the period of this Policy. NB: You must give us the particulars and	Only tyres damaged through Accidental or Malicious Damage will be replaced. NB: A Waiting Period applies as per clause 5.3 below.	The maximum indemnity under this Policy is R2,000.00 per quarter (every 90 day period commencing from the Start Date of this Policy). Please note that all replacement tyres and costs over and above the maximum

details of the vehicle you want to cover.		indemnity will be for Your own account.
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4.3. ELIGIBLE VEHICLES

This Policy covers the tyres of passenger vehicles, including 4x4s and light commercial vehicles having a maximum GVM (gross vehicle mass) of 3,500kg.

4.4. INELIGIBLE VEHICLES

This Policy does **NOT** cover the tyres of taxis, hire vehicles, rebuilt vehicles (CODE 3), courier or delivery vehicles, modified vehicles (including turbo conversions) and vehicles that are, or have been, used in any form of motoring competition.

5. CLAIMS PROCESS CONDITIONS

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

5.1. WHEN CAN YOU CLAIM?

- 5.1.1. Subject to clause 5.3, as soon as we have received your first premium, you can start using your Policy Benefits (the Start Date). You can only claim your Policy Benefits if We successfully receive Your monthly premiums.
- 5.1.2. The Insured Event must have happened in South Africa and after the Start Date.

5.2. IS THERE A TIME PERIOD TO SUBMIT A CLAIM?

Your claim form and supporting claim documents (see clause 5.4 below) must be submitted to the Insurer within 30 days of the Insured Event. If You do not provide the Insurer with the information required to process Your claim; the Insurer is entitled to reject Your claim.

5.3. IS THERE A WAITING PERIOD?

- 5.3.1. Even though Your Policy comes into effect on the Start Date, Your ability to claim the Policy Benefits is subject to the Waiting Period.
- 5.3.2. The Waiting Period for this Policy is 2 months, calculated from the Start Date, during which We must collect 2 successful monthly payments of the premium in a row.
- 5.3.3. During the Waiting Period You will not be entitled to claim any Policy Benefits in terms of this Policy.

5.4. HOW DO YOU CLAIM YOUR POLICY BENEFITS?

- 5.4.1. It's simple, **CALL US on 0861 990 000** and We will refer You to an Accredited Dealer. You must take the Covered Vehicle into the Accredited Dealer who will provide a quotation for the damage.
- 5.4.2. Once the quotation has been authorised by the Insurer, the Covered Motor Vehicle's damaged tyre(s) must be attended to within 90 days of the approval of the claim.
- 5.4.3. Where Your claim arises out of Malicious Damage to your Covered 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.
- 5.4.4. The Insurer will only consider a claim under the Policy if:
 - a. We are informed about the claim within 30 days of the damage occurring; and
 - b. all documentation and any satisfactory proof of the damage requested by the Insurer and/or Ourselves, including fully completed claim forms, are received by Us, within 30 days of the Insured Event (faxed and emailed claims are not accepted).
- 5.4.5. The Insurer can choose to call on an expert for an independent assessment for a relevant report in assessing whether or not to approve Your claim.

- 5.4.6. 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.
- 5.4.7. Failure to submit a fully completed claim form and all requested documentation may result in Your claim being regarded as 'Not Taken Up'.
- 5.4.8. All costs incurred in submitting a claim are for Your own account.
- 5.4.9. Your claim documents can be sent to the Administrator by any of the below methods:

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

- 5.4.10. Failure by You to comply with Our reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim validation documents and/or information may result in the rejection of Your claim by the Insurer.
- 5.4.11. There are some more important details under **Point 13 (HOW TO CLAIM)** in the **STATUTORY AND FAIS DISCLOSURE NOTICE** attached to this Policy.

5.5. HOW WILL THE POLICY PAY?

- 5.5.1. The Insurer will pay Accredited Dealer who is authorised to make the repairs up to the maximum benefit limit.
- 5.5.2. The Insurer can, in 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). In this instance the Insurer can request supporting documentation including the invoice and proof of payment.
- 5.5.3. In the event of the Insurer exercising its discretion to make payment to You, it will pay the Policy Benefits to You into Your South African bank account from which 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 Your other bank account into which the Policy Benefits must be paid. You hereby indemnify the Insurer and Us against all damages, claims and costs that may be incurred as a result of such payment.
- 5.5.4. The Insurer will not pay interest on any Policy Benefits.

5.6. CLAIM REJECTIONS

The Insurer can reject a claim and/or cancel Your Policy if You did not give Us true, correct and complete information (this will also include cases of deliberate fraud) when applying for insurance, when claiming or when any of Your information changed. Any amounts paid out in terms of a claim would need to be repaid on request by the Insurer.

5.7. HOW TO DISPUTE THE REJECTION OF YOUR CLAIM?

- 5.7.1. If the Insurer rejects Your claim, then you have 90 days from the date of the decision to challenge the Insurer's decision on Your claim by writing to Us or the Insurer with representations and reasons as to why Your claim should have been accepted.
- 5.7.2. If the Insurer's decision remains unchanged after Your representations, and You want to start a legal process, You have an additional 180 days in which to do so or Your claim will lapse (be abandoned).
- 5.7.3. You also have the right to lodge a complaint with the short-term insurance ombud.

5.7.4. There are some more important details under **Point 13 (HOW TO CLAIM)** and **Point 14 (HOW TO SUBMIT A COMPLAINT)** in the **STATUTORY AND FAIS DISCLOSURE NOTICE**.

5.8. MAXIMUM PAYMENT

5.8.1. If you have any other similar insurance policies in force at the time of Your claim covering the Covered 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 limit provided by this Policy (whichever is the lesser).

6. COVER EXCLUSIONS

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

6.1. You are **NOT** covered, and the Insurer will **NOT** pay a claim, for:

- 6.1.1. 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;
- 6.1.2. loss, damage or liability directly or indirectly caused by nuclear reaction or radiation;
- 6.1.3. 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;
- 6.1.4. damage to tyres that have been altered in any way from the manufacturer's specifications;
- 6.1.5. any items that are still covered by the manufacturer's or supplier's policy at the time of the damage;
- 6.1.6. damages caused by fire, theft or a road accident;
- 6.1.7. resultant loss arising as a result of the damage to the Covered Vehicles' tyres;
- 6.1.8. all losses other than losses arising as a result of Malicious or Accidental Damage;
- 6.1.9. damage that existed before the Start Date of the Policy;
- 6.1.10. damages caused by improper mounting of or mechanical defects in the tyres;
- 6.1.11. damage as a result of off-road activities;
- 6.1.12. costs or expenses normally recoverable under a comprehensive insurance policy;
- 6.1.13. where any tyre on the vehicle does not match the tread pattern or type of classification of the balance of the tyres on the Covered Vehicle;
- 6.1.14. damage to the Covered Vehicle or injury to any person;
- 6.1.15. tyres that have uneven surface wear, such as flat spots as a result of severe breaking or poor alignment; and
- 6.1.16. damage caused due to Your failure to take all steps possible to keep the Covered Vehicle in a proper and efficient state of repair and use.

6.2. SANCTIONS

- 6.2.1. No insurer can provide cover and no insurer will be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 6.2.2. The Insurer has the right, at its own discretion, not to provide cover or to void and/or cancel any Policy, section and/or item upon the disclosure by You of such activities as would fall under the sanctions referred to in clause 6.2 above, or should the

Insurer become aware of any breach of the Sanctions Exclusion.

7. GENERAL POLICY TERMS AND CONDITIONS (that apply to the entire Policy)

The terms and conditions in a policy set out the rules that form a part of the agreement between You and Us. Your Policy document/wording is a very important document and you must read and understand it.

7.1. MONTHLY RENEWAL OF THE POLICY

7.1.1. Your Policy shall be effective for the 30 day period following the payment of the agreed premiums when they fall due for collection (i.e. monthly), subject at all times to You meeting all other terms and conditions of the Policy.

7.1.2. Your Policy shall continue on the same terms and conditions on a month-to-month basis for so long as You pay the monthly premium as and when it falls due, subject to clause 7.7 below.

7.2. TRANSFER OF THE POLICY

This Policy is not transferable. Policy Benefits will be applicable for tyres fitted to the Covered Vehicle. Should You wish to change the motor vehicle covered under this Policy, You will need to notify Us and/or the Insurer of the change in details. Should You not update Your motor vehicle's details Your claim may be rejected by the Insurer.

7.3. CHANGES TO POLICY BENEFITS

From time to time the Insurer may, in its sole and absolute discretion, offer to increase Your Policy Benefits at no additional cost or obligation to You. We will notify You of any increases by SMS to the number You have on record with Us. The Insurer may further review and change the Policy Benefits at any time. If the Policy Benefits change for any reason, You will be given 31 days prior written notice to that effect.

7.4. COVERED VEHICLE

The Insurer will only provide cover for vehicles whose particulars and details You have given Us. The vehicles must be registered in South Africa.

7.5. VALUE ADDED TAX (VAT)

7.5.1. In terms of a ruling issued by the South African Revenue Service (SARS), this document and the schedule together with proof of payment of a premium constitutes an alternative to a tax in voice, debit note or credit note as contemplated in Sections 20(7) and 21(5) of the VAT Act respectively.

7.5.2. All premiums, fees and commission amounts include VAT at 15% (fifteen percent). The sum insured is the full amount covered and it includes all VAT portions, including potential VAT costs and VAT liabilities to SARS. Any excesses that are paid by You are not subject to VAT.

7.6. BETTERMENT

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 the Covered 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 R2,000.00 per quarter (as per clause 7.2).

7.7. PREMIUMS

7.7.1. The premium is due in advance and, if You do not pay Your premium by the monthly due date that We agreed with You ("**Due Date**"), We will notify You of the failure to pay and You will have a grace period of 15 days after the Due Date to pay ("**Grace Period**"). The Grace Period **only applies with effect**

from the date on which Your second premium is due. If You claim during the Grace Period, and the Insurer approves Your claim, We are entitled to deduct the outstanding premium due by You from Your claim amount.

- 7.7.2. Should We be unable to collect any premium from You, and should You fail to remedy this within the Grace Period as per clause 7.7.1 above, Your Policy will lapse. Upon Your Policy lapsing, We shall notify you thereof and present you with the opportunity to enter into a new policy. However, any new policy shall be subject to a new start date, and any waiting period will reapply.
- 7.7.3. The Insurer may increase the premium, subject to giving You 31 days' prior written notice thereof. Notice will be provided by SMS to the number You have on record with Us.
- 7.7.4. You authorise Us to collect the premium from any South African bank account whose details You have provided Us.
- 7.7.5. We make use of NAEDO collections services (at no cost to you) to ensure that We are able to collect Your premium under the Policy. NAEDO is a debit collection system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
- 7.7.6. We reserve the right to request collection of the premium on a different date than that specified in the insurance schedule, should this enable easier premium collection. This will only be done once We have Your approval to make this change or alter natively where we have provided you with 31 days' prior written notice.
- 7.7.7. The Start Date may not be back dated.
- 7.7.8. **IMPORTANT:** Your premium may be collected on a different date due to the Due Date falling on a public holiday or week end; no prior notice will be given to You in such an instance.
- 7.7.9. Any bank charges incurred as a result of the above will be for Your own account.

7.8. CANCELLATION

- 7.8.1. You can cancel Your Policy at any time by writing to Us and/or the Insurer.

IF YOU WANT TO CANCEL THIS POLICY, YOU CAN CALL US ON 0861 990 000 OR EMAIL US ON customercare@theunlimited.co.za.

- 7.8.2. We and/or the Insurer can cancel this Policy at any time, should You not fulfil Your duties under this Policy, if You are dishonest or fraudulent in Your actions, by:
 - a. providing you immediate notice in writing of cancellation for fraudulent or dishonest actions or the non-payment of a premium (subject to clause 7.7 above); and
 - b. providing You 31 days' prior written notice (or such other period as may be mutually agreed and/or otherwise prescribed by this Policy).

7.9. FRAUD AND DISHONESTY

If You, or anyone acting on Your behalf, submits a claim or any information or documentation relating to any claim or policy information that is in any way fraudulent, dishonest, exaggerated or withheld, the Insurer will reject Your claim and Your policy will be cancelled.

7.10. COOLING-OFF PERIOD

If your Policy has a duration of 31 days or more, and if no benefit has yet been paid or claimed or an event insured against under the Policy has not yet occurred, you have the right to cancel this Policy within 14 days after the date of receipt of the policy documents.

8. COMPLAINTS AND COMPLIANCE

- 8.1. It is important to Us that You are happy with your Policy. If You are unhappy with Us or your Policy, please contact Us and give Us a chance to see if we can set things right – **0861 990 000**.
- 8.2. If You are still not happy and it is about Your Policy and/or claim, then refer to **Point 14 (HOW TO SUBMIT A COMPLAINT) of the STATUTORY AND FAIS DISCLOSURE NOTICE**.

9. WHAT DO THESE WORDS MEAN?

- 9.1. **"Accidental Damage"** means physical loss or damage to the tyres of the Covered Vehicle caused by Road Hazards and occurring due to a chance or unintentional event;
- 9.2. **"Accredited Dealer"** means a repairing dealer referred by or approved by the Insurer and/or Administrator;
- 9.3. **"Administrator"** means M-Sure Financial Services (Pty) Ltd (an authorised financial services provider with FSP No.: 21799) providing binder services in respect of this Policy;
- 9.4. **"Covered Vehicle"** means the motor vehicle which particulars and details You provided to Us;
- 9.5. **"Emergency Repairs"** means where You, the policyholder, had to have minor repairs done due to an unexpected event requiring immediate attention, to prevent further loss or damage in order to get mobile after-hours, on weekends or public holidays;
- 9.6. **"Insured Event"** means, subject to the Policy terms and benefit limits, an event resulting in Accidental or Malicious Damage to the Covered Vehicle from any cause not excluded under this Policy;
- 9.7. **"Insurer"** means Centriq Insurance Company Limited (a registered short-term insurer and authorised financial services provider with FSP No.: 3417), the entity that will provide the Policy Benefits subject to the terms and conditions of the Policy being met;
- 9.8. **"Malicious Damage"** means physical loss or damage to the tyres of the Covered Vehicle caused by a deliberate, intentional, spiteful, hateful, mean, nasty, and willful or wanton act of any person, other than You, the policyholder;
- 9.9. **"Modified Vehicle"** means 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;
- 9.10. **"Off-Road"** means any 4x4 tracks or routes designed specifically for 4x4 vehicles;
- 9.11. **"Policy"** means the contract of insurance between You and the Insurer, which is made up of these terms and conditions, any information You give Us and/or the Insurer as well as any application form signed by You;
- 9.12. **"Policy Benefits"** means the underwritten benefits provided by the Insurer, being the repair and/or replacement of damaged tyres, subject to the terms, conditions and limits as set out in this Policy;
- 9.13. **"Premium"** means the monthly amount payable to the Insurer for the Policy and Policy Benefits;
- 9.14. **"Road Hazards"** means cuts, snags, irreparable punctures or bruises to tyres and damage caused to tyres by potholes, rocks, broken glass, steel bits, wooden debris, nails or splinters;
- 9.15. **"Start Date"** means, subject to the terms and conditions of the Policy, the date on which You are first covered under the Policy, being the date on which We successfully collect the first Premium from You;
- 9.16. **"Waiting Period"** means the 2 month period, during which We must collect 2 successful monthly payments of the premium in a row, calculated from the Start Date, and during which You will not be entitled to claim any Policy Benefits in terms of this Policy;
- 9.17. **"We/Us/Our/The Unlimited"** means The Unlimited Group (Pty) Ltd (an authorised financial services provider with FSP No.: 21473) providing intermediary services in respect of this Policy; and
- 9.18. **"You/Your"** means the policyholder and insured under this Policy.

STATUTORY DISCLOSURE NOTICE IN TERMS OF THE POLICY PROTECTION RULES (SHORT-TERM INSURANCE ACT) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("FAIS")

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

1. DETAILS OF THE NON-MANDATED INTERMEDIARY

Company Name: **The Unlimited Group (Pty) Ltd**
(The Unlimited)
Physical Address: 1 Lucas Drive, Hillcrest 3610
Postal Address: Private Bag X7028, Hillcrest 3650
Telephone Number: 0861 990 000
Fax Number: 0865 009 307
Email Address: info@theunlimited.co.za
Website: www.theunlimited.co.za
Company Registration Number: 2002/002773/07
FSP License Number: 21473
VAT Number: 4360161139
Details of FAIS Compliance: Moonstone Compliance
Compliance Officer: Ms CL Ingle
Postal Address: PO Box 12662, Die Boord, Stellenbosch
7613
Telephone Number: 021 883 8000
Fax Number: 021 883 8005
Email Address: cingle@moonstonecompliance.co.za

2. DETAILS OF THE ADMINISTRATOR (BINDER HOLDER)

Company Name: **M-Sure Financial Services (Pty) Ltd**
(The Administrator)
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
Company Registration Number: 2002/022941/07
FSP License Number: 21799

Details of Compliance Department
Email Address: compliance@m-sure.co.za

3. DETAILS OF THE INSURER

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

Company Name: **Centriq Insurance Company Limited**
(The Insurer)
Physical Address: The Oval, 2nd Floor, West Wing, Wanderers
Office Park, 52 Corlett Drive, Illovo 2190
Postal Address: PO Box 55674, Northlands 2116
Telephone Number: 011 268 6490
Fax Number: 011 268 6495
Email Address: info@centriq.co.za
Website: www.centriq.co.za
Company Registration Number: 1998/007558/06
FSP License Number: 3417

Details of Compliance Department
Telephone Number: 011 268 6490
Email Address: compliance@centriq.co.za

4. THE NON-MANDATED INTERMEDIARY

a.	Conflict of Interest	In accordance with our conflicts management policy, we place a high priority on our clients' interests. We will endeavour to identify, manage and as far as reasonably possible avoid any such instances. Our conflict of interest policy is available on our website at www.theunlimited.co.za .
b.	Insurance Cover	The Unlimited holds professional indemnity and fidelity insurance.
c.	Basis of Advice	The Unlimited does not provide Advice as defined in the FAIS Act as a feature of its business. In order to ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, we strongly recommend that you request all the necessary documentation and information you feel necessary for you to make an informed choice; before you make a final decision.
d.	Written mandate to act on behalf of insurer	Yes. The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the Insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the Insurer.
e.	Whether more than 10% of the Insurer's shares are held or whether more than 30% of total remuneration was received from the Insurer	The Unlimited does not hold more than 10% of the Insurer's shares and has not received more than 30% of its total remuneration from the Insurer in the preceding calendar year. The Unlimited is not an associate company of the Insurer.
f.	Binder fees and commissions earned	The Unlimited earns a maximum of 12.5% (including Value Added Tax (VAT)) of the gross written premium payable monthly as commission and a 21% binder fee. From the total premium paid by you, the Insurer pays The Unlimited the statutory regulated commission up to, but not exceeding, the regulated commission in terms of the Short-Term Insurance Act.
g.	Legal Status	<p>The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP21473).</p> <p><u>License limitations, restrictions:</u></p> <p>We must inform the Registrar of any business information change within 15-days.</p> <p>We must maintain a list of all our Key Individuals and Representatives and We must provide a copy of the register to the Registrar.</p> <p>We accept responsibility for services provided by our representatives and confirm that some services are rendered under supervision –</p>

		<p>Please refer to the FSCA's webpage to view a full list of our representatives.</p> <p>Steps to follow:</p> <ol style="list-style-type: none"> 1. Go to "www.fsca.co.za" 2. Click on "Regulated Entities" 3. Under the heading "Regulated Entities and Persons" click on "FAIS" 4. Click on "Financial Service Providers" 5. Insert our FSP No. 21473 in the field "Search for FSP No." 6. Click on "Details" and select the information that you wish to view. <p>We may not provide business under a name not changed in accordance with the provisions of the FAIS Act.</p> <p>Our products must qualify as financial products, as contemplated by the FAIS Act.</p> <p>We are licensed to provide intermediary services in respect of category 1.1, 1.3, and 1.20.</p>
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5. THE ADMINISTRATOR AND BINDER HOLDER

a.	Conflict of Interest	In accordance with their conflicts management policy, the Administrator places a high priority on its clients' interests. It will endeavour to identify, manage and as far as reasonably possible avoid any such instances. The Administrator's conflict of interest policy is available on its website at www.m-sure.co.za .
b.	Insurance Cover	The Administrator holds professional indemnity.
c.	Written mandate to act on behalf of insurer	Yes. The Administrator acts as a mandated administrator in terms of a Binder Agreement with the Insurer. The Administrator earns 4% binder services fees in respect of the binder functions and incidental activities undertaken on behalf of the Insurer.
d.	Whether more than 10% of the Insurer's shares are held or whether more than 30% of total remuneration was received from the Insurer	The Administrator 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. The Administrator is not an associate company of the Insurer.
e.	Binder fees and commissions earned	The Administrator earns a binder services fee which is disclosed in c. above.
f.	Financial Intelligence Centre Act (FICA)	Please note that in terms of the Financial Intelligence Centre Act, the Insurer, Administrator as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.
g.	Legal Status	M-Sure Financial Services (Pty) Limited is an authorised financial services provider (FSP21799) and is a wholly owned subsidiary

of Motus Financial Services (Pty) Ltd.

The Administrator may not provide business under a name not changed in accordance with the provisions of the FAIS Act.

The Administrator's products must qualify as financial products, as contemplated by the FAIS Act.

The Administrator is licensed to provide intermediary services in respect of category Short-term Insurance Personal Lines A1.

6. WAIVER OF RIGHTS

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive 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.

7. TYPE OF POLICY

This Policy constitutes a short-term insurance policy.

8. NATURE AND EXTENT OF POLICY BENEFITS

- 8.1. This Policy provides insurance cover for repairs to, or replacement of, the Covered Vehicle's tyres as a result of Accidental or Malicious Damage (as such terms are defined in the Policy) which occurs during the period of this Policy.
- 8.2. The maximum indemnity under this Policy is **R2,000.00 per quarter** (every 90 day period commencing from the Start Date of this Policy).

9. POLICY PREMIUMS

- 9.1. Extent of premium obligations you assume as policy holder
 - 9.1.1. The premium for the Covered Vehicle in terms of your Policy is **R17.49 (excl. VAT) per month**, payable in advance.
 - 9.1.2. All premiums are inclusive of VAT.
 - 9.1.3. Further information will be reflected in your Policy.
- 9.2. Manner of payment and due date of premiums
 - 9.2.1. The due date for premiums is as agreed by you at the time of acceptance (on your call log or application form).
 - 9.2.2. If the due date falls on a public holiday or weekend, the premium will be collected the first business day before or after the due date.
 - 9.2.3. Monthly premiums are paid with a debit order. We will use the bank account details that you have provided.
 - 9.2.4. **IMPORTANT:** bank costs incurred for unpaid debit orders or debit order disputes will be for your own account.
 - 9.2.5. Further information will be reflected in your Policy Schedule.
 - 9.2.6. We make use of NAEDO collections services (at no cost to you) to ensure that we are able to collect your premium under the Policy. NAEDO is a debit collection system that allows us to process your debit closer to your salary payment date thereby improving the likelihood of a successful debit collection.
 - 9.2.7. We reserve the right to request collection of the premium on a different date than that specified in the Policy Schedule, should this enable easier premium collection. This will only be done once we have your approval to make this change or alternatively where we have provided you with 31 days' prior written notice.
- 9.3. Consequences of non-payment of premium
 - 9.3.1. You are required to pay the premium as agreed and in accordance with the payment terms reflected in your Policy.

- 9.3.2. The consequences of non-payment of the premium will be that cover will lapse (i.e. you will not be covered). You will be entitled to a grace period of 15(fifteen) days after the due date (except in the first month) in which to pay your outstanding premium.
- 9.3.3. Kindly note that such provision for 15(fifteen) days grace will only apply with effect from the second month of the currency of the Policy.

9.4. Details of premium increases

When amendments are made to the Policy an additional or refund premium may become due. You will be provided with 31 days' prior written notice of any amendment to your premium.

10. COOLING-OFF RIGHTS

- 10.1. If your Policy has a duration of 31 days or more, and if no benefit has yet been paid or claimed or an event insured against under the Policy has not yet occurred, you have the right to cancel this Policy within 14 days after the date of receipt of the policy documents or from a reasonable date on which it can be deemed that you received the policy.
- 10.2. In the event of the above, the Insurer will refund all premiums paid by you within 31 days of the Insurer receiving your cancellation notice.

11. SIGNIFICANT EXCLUSIONS OR LIMITATIONS APPLICABLE

11.1. Waiting Period

- 11.1.1. Notwithstanding that your Policy comes into effect on the date of receipt of the payment of your first premium ("Start Date"), your ability to claim the benefits is subject to a waiting period.
- 11.1.2. The waiting period for this Policy is 2 months, calculated from the Start Date, during which we must collect 2 successful monthly payments of the premium in a row.
- 11.1.3. During the waiting period, you will not be entitled to claim any benefits in terms of this Policy.

11.2. You are **NOT** covered, and the Insurer will **NOT** pay a claim, for:

- 11.2.1. 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;
- 11.2.2. loss, damage or liability directly or indirectly caused by nuclear reaction or radiation;
- 11.2.3. 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;
- 11.2.4. damage to tyres that have been altered in any way from the manufacturer's specifications;
- 11.2.5. any items that are still covered by the manufacturer's or supplier's policy at the time of the damage;
- 11.2.6. damages caused by fire, theft or a road accident;
- 11.2.7. resultant loss arising as a result of the damage to the Covered Vehicles' tyres;
- 11.2.8. all losses other than losses arising as a result of Malicious or Accidental Damage;
- 11.2.9. damage that existed before the Start Date of the Policy;
- 11.2.10. damages caused by improper mounting of or mechanical defects in the tyres;
- 11.2.11. damage as a result of off-road activities;
- 11.2.12. costs or expenses normally recoverable under a comprehensive insurance policy;
- 11.2.13. where any tyre on the vehicle does not match the tread pattern or type of classification of the balance of the tyres on the Covered Vehicle;
- 11.2.14. damage to the Covered Vehicle or injury to any person;
- 11.2.15. tyres that have uneven surface wear, such as flat spots as a result of severe breaking or poor alignment; and

11.2.16. damage caused due to Your failure to take all steps possible to keep the Covered Vehicle in a proper and efficient state of repair and use.

12. HOW TO AMEND/CANCEL YOUR POLICY OR REQUEST INFORMATION

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

Postal Address: Private Bag X7028, Hillcrest 3650

Email Address: cutomercare@theunlimited.co.za

Fax Number: 0865 009 307

12.2. We and/or the Insurer can cancel this Policy at any time, should You not fulfil Your duties under this Policy, if You are dishonest or fraudulent in Your actions, by:

12.2.1. providing you immediate notice in writing of cancellation for fraudulent or dishonest actions or the non-payment of a premium (subject to clause 7.7 above); and

12.2.2. providing You 31 days' prior written notice (or such other period as may be mutually agreed and/or otherwise prescribed by this Policy).

13. HOW TO CLAIM

13.1. Should you wish to claim, please call the Administrator on 0860 927 726 and you will be provided with the necessary claim forms and a list of information/documents required.

13.2. You must notify the Administrator within 30 days of your claim arising and provide all the documentation and information requested in order for the Administrator to accurately assess your claim.

13.3. Claims documentation can be sent to the Administrator via any of the following channels:

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

IMPORTANT: Please ensure that all documents/information requested are comprehensive/complete as the Administrator cannot finalise a claim without this information. Failure to provide the required claim validation information could result in the Insurer rejecting the claim.

13.4. Should you wish to dispute the rejection of a claim, you are entitled to make representation to the Administrator within 90 days of such decision. If the Administrator still declines your claim and you want to approach the relevant Ombud or start a legal process, you have an additional 180 days to do so or your claim will lapse. Please send in writing, with full motivation for your claim rejection review, for the attention of the M-Sure Complaints Department (details below).

13.5. Effectively the prescription time frame is **9 months** in total.

14. HOW TO SUBMIT A COMPLAINT

14.1. **Step 1: Initial Complaints Process**

14.1.1. If you have a complaint about the way the product was sold to you or The Unlimited's service in general, you can write to us at info@theunlimited.co.za or call our Customer Care line on **0861 990 000/031 716 9600** or fax us on **0865 009 307**.

14.1.2. If you have a complaint about this Policy, you can write to the M-Sure Complaints Department at complaints@centriq.co.za or call on **0860 927 726** or fax on **0860 329 729**.

14.2. **Step 2: Dispute Resolution Process**

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

The Compliance Officer

Email:

compliance@centriq.co.za

Telephone:

011 268 6490

14.3. Step 3: 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 utilise any of the channels provided as you see appropriate.

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

14.3.1. Ombudsman for Short-Term Insurance

Physical Address: 1 Sturdee Avenue, 1st Floor,
Block A, Rosebank, Johannesburg
2196

Postal Address: PO Box 32334, Braamfontein 2017

Fax Number: 011 726 5501

Telephone Number: 0860 726 890/011 726 8900

Email Address: info@osti.co.za

Website: www.osti.co.za

14.3.2. 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:

Physical Address: Kasteel Park Office Park, Orange
Building, 2nd Floor, 546 Jochemus
Street, Erasmus Kloof, Pretoria
0048

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

Fax Number: 012 348 3447/012 470 9097

Telephone Number: 012 470 9080/012 762 5000

Email Address: info@faisombud.co.za

Website: www.faisombud.co.za

14.3.3. The Financial Sector Conduct Authority (FSCA)

The FSCA assists clients with legislative related complaints dealing with the manner in which the regulated companies conduct themselves and any contravention of the Acts by which they are governed. The FSCA cannot assist with claim disputes and contractual disagreements. For this you would need to consult the relevant Ombud.

Physical Address: Riverwalk Office Park, Block B;
41 Matroosberg Road (Corner of
Garsfontein and Matroosberg
Roads); Ashlea Gardens,
Extension 6, Menlo Park, Pretoria,
0081

Postal Address: PO Box 35655, Menlo Park 0102

Fax Number: 012 347 0221

Telephone Number: 012 428 8000/080 011 0443/
080 020 2087

Email Address: info@fsca.co.za

Website: www.fsca.co.za

15. OTHER IMPORTANT MATTERS

15.1. Financial Intelligence Centre Act (FICA)

Please note that in terms of the Financial Intelligence Centre Act, the Insurer, Administrator as well as The Unlimited, are obliged to report any suspicious and unusual transactions that may facilitate money laundering to the authorities.

- 15.2. You must be informed of any material changes to the information referred herein. If the information was given orally, it must be confirmed in writing within 31 days thereof.
- 15.3. If your premium is paid by means of debit order:
 - 15.3.1. it may only be in favour of one legal entity or person and may not be transferred without your approval; and
 - 15.3.2. the Insurer must inform you at least 31 days before the cancellation thereof, in writing, of its intention to cancel cover.
- 15.4. The Insurer must give reasons for the rejection of your claim.
- 15.5. The Insurer may not cancel your insurance merely by informing your financial services provider. There is an obligation to make sure that the notice has been sent to you. You are entitled to a copy of the policy documents free of charge.
- 15.6. You are entitled to a copy of the voice log of the sale and any further telephonic communications with the Insurer, the Administrator and/or The Unlimited.
- 15.7. Polygraphs or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- 15.8. 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.

16. WARNING

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

17. PROTECTION AND SHARING OF PERSONAL INFORMATION

- 17.1. In terms of South African law, your insurer/underwriter may reveal or share information in order to prevent fraud and to issue your policy fairly.
- 17.2. It is hereby agreed and recorded that information relating to the parties to this short-term insurance policy ("agreement") or to persons whose interests are protected by this agreement may be processed for the conclusion or performance of this agreement, or to protect those interests, or to comply with legal obligations, or this agreement.
- 17.3. **THE POLICYHOLDER ("YOU") HEREBY WARRANT AND UNDERSTAND THAT THE INSURER ("WE") AND THE UNLIMITED, INCLUDING OUR AUTHORISED REPRESENTATIVES MAY:**
 - 17.3.1. Collect information:
 - a) from You directly; from Your usage of our products and services; from Your engagements and interactions with Us; from public sources, shared databases and from third parties.
 - b) You hereby waive Your right to privacy with regard to Your insurance/claim and credit information obtained by us or our authorised agents, advisors, partners and service provider/contractors.
 - c) You acknowledge that any insurance information provided by You may be stored in a shared database and used for any decision pertaining to the continuance of Your policy or the meeting of any claim You may submit. You agree that such information may be given to any insurer or its agent and our authorised agents, advisors, partners and service provider/contractors.

- d) You acknowledge that the information may be verified against legally recognised sources or databases.
 - e) Your information will be confidential and will be processed in accordance with this clause, which is necessary to conclude or perform: in terms of the contract with You; as the law requires it; or due to our or a third party's lawful interest being protected or pursued.
 - f) We, including our authorised agents, advisors, partners and service provider/contractors, may process Your information. Information includes amongst others information regarding Your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifier, social media profile, physical or mental health, disability, pregnancy, biometric information (like fingerprints, Your signature or voice), race or ethnic origin, trade union membership, political persuasion, financial history, criminal history and Your name.
 - g) The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
 - h) You must be authorised to provide any personal information of third parties to us. In doing, You indemnify us, including our authorised agents, advisors, partners and service provider/contractors, against any and all losses by or claims made against it as a result of You not having the required authorisation.
- 17.3.2. Process your information for the following reasons (amongst others):
- a) To enable us to underwrite policies and assess risks fairly.
 - b) To comply with legislative, regulatory, risk and compliance requirement (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
 - c) To detect, prevent and report theft, fraud, money laundering and other crimes.
 - d) To enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You.
 - e) To conduct market and behavioural research, including scoring and analysis to determine if You qualify for products and services.
 - f) To develop, test and improve products and services for You.
 - g) For historical, statistical and research purposes.
 - h) To process payment instruments (like a cheque) and payment instructions (like a debit order).
 - i) To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
 - j) To do affordability assessments, credit assessments and credit scoring.
 - k) To manage and maintain Your insurance policy or relationship with Us.
 - l) To disclose and obtain information from credit bureau regarding Your credit history.
 - m) To enable You to participate in the debt review process under the National Credit Act 34 of 2005, where applicable.
 - n) For security, identity verification and to check the accuracy of Your information.
 - o) To communicate with You and carry out Your instructions and requests.
 - p) For customer satisfaction surveys, promotional and other

competitions.

- q) To market to You or provide You with products, goods and services.
 - r) To carry out actions for the conclusion or performance of Your policy/claim.
 - s) To protect Your legitimate interests and to pursue our legitimate interests or of a third party to whom Your information is supplied.
 - t) We can process Your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
 - u) We may process Your information using automated means (without human intervention in the decision making process) to make a decision about You or Your application for any product or service. You may query the decision made about You.
- 17.3.3. Share Your information with the following persons (amongst others) whom has an obligation to keep Your information secure and confidential:
- a) Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
 - b) Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act 34 of 2005.
 - c) Payment processing services providers, merchants, banks and other persons that assists with the processing of Your payment instructions.
 - d) Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
 - e) Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
 - f) Regulatory authorities, industry ombudsman, government departments, local and international tax authorities and other persons that We under the law have to share Your information with, e.g. Credit bureau.
 - g) Our partners, service providers, agents, sub-contractors and other persons We use to offer and provide products and services to You.
 - h) Persons to whom We cede our rights or delegate our obligations to under agreements.

17.4. Your rights

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

