# TERMS AND CONDITIONS

**The Unlimited Accident Cash Membership**

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# KEY INFORMATION AND DISCLOSURES DOCUMENT ("KID DOCUMENT")

**This document contains important information about your policy as required by Rule 11 (5) of the Policyholder Protection Rules, please make sure that you read and understand it.**

Please keep this document, together with your membership wording (including the policy) and if you have any questions, please contact us.

**Please note:**

- This document serves as evidence of the fact that you have agreed to the cover provided in the policy.
- Although the policy is offered to you by **The Unlimited**, the insurer providing you with the insurance benefits is **Santam Structured Life Limited**, a licensed life insurer and an authorised financial services provider (FSP Number 1026).
- You can contact us at any time on **0861 990 000,** or on our website **www.theunlimited.co.za**
- You have been provided with your policy terms and conditions which explain how your policy works, as well as general and special limitations and exclusions, details of the Insurer, and other requirements and rules that form an integral part of the agreement between you and the Insurer.
- **Please make sure that you read the full terms and conditions, and if you have any questions, please call us.**
- Below is a summary of key information. For comprehensive information, always refer to your full policy terms and conditions:

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| **Your membership with us** | • You have a membership with The Unlimited Group (Pty) Limited ("The Unlimited").<br>• The membership provides you with access to non-insurance benefits, for which you pay the payment every month. Included in this payment is the premium/s which is payable to the Insurer.<br>• Included as part of the membership are your insurance benefits (the "policy"), which are underwritten by Santam Structured Life Limited.<br>• The non-insurance benefits and the insurance benefits make up the whole product (your membership). |
| **The type of policy that you have** | • Your policy is a life insurance policy.<br>• This is not a medical scheme and the cover is not the same as that of a medical scheme, nor is it a substitute for medical scheme membership.<br>• **THIS POLICY DOES NOT COVER HOSPITALISATION DUE TO ILLNESS.**<br>• **THIS IS NOT A FUNERAL POLICY.** |
| **When your insurance benefits will be available** | The start date of your policy will be the date we successfully collect your first payment (which includes the premium). You are entitled to your policy cover from the start date, subject to any waiting periods that may apply.<br>This is a monthly-paid policy. It will continue on the same terms each time we successfully collect your payment (including the premium) from you. |
| **Cancellation of your policy** | You may cancel your policy at any time with no early termination penalties by calling us on 0861 990 000.<br>The Insurer may also cancel your policy in writing:<br>• immediately for fraudulent or dishonest actions, including non-disclosures.<br>• for non-payment of premiums (subject to the 15 days' grace period).<br>• for any other reason after 31 days' notice to you. |

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| **Cooling-off rights** | If there has been no insured event and no insurance benefit has yet been claimed or paid, you have the right to cancel the policy by giving us written or telephonic notice within 31 days of your terms and conditions being sent to you OR from a reasonable date on which it can be deemed that your terms and conditions were sent to you.<br><br>The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all premiums or monies paid by the premium-payer, minus any cost of any risk cover enjoyed. |
| **Premiums payable** | The premiums for your insurance benefits combined are as follows:<br><br>• R44.68 per month for you (the main member) and your spouse.<br>• R17.68 extra per month if you choose to cover your children (max. of 5).<br>• R24.13 extra per month for each additional dependant you choose to cover (max. of 3).<br><br>Please remember that all children and/or additional dependants that you choose to cover under your policy must be a member of your family through blood or by a recognised legal relationship and totally financially dependent on you. This means that from the date you add a child and/or additional dependant to the policy and throughout the lifetime of the policy, you (the main member) are totally responsible for the livelihood and support of the insured child and/or additional dependant and pay for their food, medicine, shelter, money, education and clothing.<br><br>We will always give you 31 days' notice of any increase to your premium. |
| **How and when your premiums must be paid** | Your premiums (which form part of your payment to The Unlimited) are paid monthly in advance on the due date you agreed with us (on your call log or application document).<br><br>The premiums will be paid by debit order (as part of your payment), using the bank account details you provided us. To ensure you are always covered under the policy and to avoid cancellation and unpaid debit order costs, please make sure you have sufficient funds in your account.<br><br>**IMPORTANT:** We may debit your payment (including the premium) on a different date from the day agreed if there is a better chance of collecting your premium and keeping you covered.<br><br>**REMEMBER:** If the due date falls on a public holiday or a weekend, the payment (including the premium) will be collected on the first business day before or after the due date. |
| **December collections of premiums** | In December, we may collect your payment (including the premium) on an earlier date than your standard due date and we will give you 31 days' notice of our intention to do so.<br><br>We will usually attempt to collect your payment (including the premium) during the first or second week of December, e.g. by the 7th of December. |
| **What happens if you do not pay your premiums** | If you do not pay your premium on the due date, you will be entitled to a grace period of 15 (fifteen) days after the due date, during which cover remains in force.<br><br>If the premium is not successfully received by the end of the grace period, the insurance benefits will automatically lapse and no cover will apply from the date of the failed payment. We will not collect arrear (missed) payments via debit order.<br><br>We may continue attempting to collect the payment (including the premium) after the insurance benefits have lapsed to reinstate your cover, in accordance with applicable law. If the payment (including the premium) is successfully received after lapse, the insurance benefits will be reinstated from the date of successful receipt of that payment. No cover will apply for any period before that date. |

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| **Remuneration** | From the total premium you pay, the insurer pays The Unlimited:<br>• up to the statutory regulated commission of 3.25%, in terms of the Long-Term Insurance Act; and<br>• up to 41.75% (binder fee) for certain administrative (binder) functions performed on behalf of the Insurer. |
| **Nature & extent of your insurance benefits** | • **Accident cash benefit:** your maximum benefit limit is **R200,000.00 (two hundred thousand Rand) per insured event, per insured person.** An insured person will be covered for **R2,000.00 (two thousand Rand) per day, for up to 100 days,** for each full day spent in hospital because of an accidental injury. Remember, this is not a medical aid and does not cover hospitalisation for illness.<br>• **Money back benefit:** In the event of your death (the main member only) from any cause not excluded under the policy, and subject to an approved claim for your death, your nominated beneficiary/family will be paid back all the payments that you have paid to us. The amount will be calculated from the first successful collection of your payment up to the last payment successfully collected before your death.<br>• **Breadwinner benefit (your family stays covered benefit):** In the event of your (the main member's) death from any cause not excluded under the policy, and subject to an approved claim for your death, your family (spouse, children and additional dependants that are covered under your membership at the time of your death) will stay covered under the accident cash benefit only, for a period of no more than 6 months from the date of your death and at no premium cost to them. |
| **Waiting periods** | Waiting periods (where applicable) apply to you and your dependants and start from the first payment (including the premium) received. If you choose to add new dependants after the start date of your policy, the waiting periods will start from the date they are added.<br>• **Accidental injury cash benefit (accident cash benefit):** there is no waiting period for this benefit. An insured person is covered from the first premium received for that person.<br>• **Money back and Breadwinner benefits:**<br>o **your accidental death:** there is no waiting period<br>o **your natural death:** there is a waiting period of 6 months. This means that we must have received a minimum of 6 payments (including the premium) from you before this benefit can be claimed.<br>o **your death by suicide or self-inflicted death:** there is a waiting period of 24 months. This means that we must have received a minimum of 24 payments (including the premium) from you before this benefit can be claimed.<br>**Please note**, should you miss a payment, your insurance benefits will lapse (subject to the grace period). Should we successfully collect another payment from you, your insurance benefits will be reinstated on the same terms, and your waiting period/s will not restart, we will just continue to count the number of payments (including the premium) received from your next successful debit order collection. |

**Exclusions on the policy**

The exclusions are specific items, losses or events that are not covered by this policy. Below is a list of the general exclusions on your policy.

The Insurer will **NOT** cover any claim which directly or indirectly resulted from you or any life insured:

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

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| **How to claim** | Claiming is easy! Simply go to www.theunlimited.co.za for a step-by-step guide on how to claim OR call us on 0861 990 000 and we will provide you with the necessary claim forms and a list of information and documents that we require.<br><br>Once you have lodged your claim, your supporting documents must be submitted to us within the next 45 days.<br><br>Claim documentation can be sent to us via any of the following channels:<br><br>**THE UNLIMITED – CLAIMS DEPARTMENT**<br><br>Postal Address: Private Bag X7028, Hillcrest, 3650<br><br>Physical Address: No. 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610<br><br>Email Address: tuclaims@iua.co.za<br><br>**IMPORTANT**: Please ensure that all documents and information requested is true and complete so that we can finalise your claim. **If you do not provide all the required information, the insurer may repudiate the claim**. |
| **The assessment of risk based on the information you provided to us** | The information you have provided us with 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 or on behalf of you are your responsibility. |
| **Your obligation to keep the information you have with us updated** | It is important to keep all the information you have recorded with us (including the details of your spouse, children, additional dependants and nominated beneficiary) updated.<br><br>Please contact us to update your details with us, to get further information about your insurance cover and to check that your chosen dependants qualify for the cover under this policy. If you add people that do not qualify, it could lead to a claim being repudiated or cover voided. |
| **How we will communicate with you** | Our main method of communication with you will be by SMS or WhatsApp to the cell number you have given us or email to the email address you have given us. This is also the agreed method of giving you any notice required by this policy or by law. |

# THE UNLIMITED MEMBERSHIP

## GENERAL TERMS AND CONDITIONS

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

## ACCURACY OF INFORMATION

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

If you, or anyone acting for you or with your knowledge, submits a fraudulent claim, uses any dishonest method to try to obtain a benefit under this membership (whether successful or not), provides false or fraudulent information or documents in support of a claim, or exaggerates any part of a claim for any reason, then the whole claim will be rejected. In that case, all benefits relating to that claim will be lost, and we will have no liability to you for that 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:** in the event that we are unable to successfully verify your identity, we will void your membership from the start date and there will be no agreement between you and us - this means that your membership never started. You will have no cover under the insurance policy and benefits under the membership.

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

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
2. **Insurer** means Santam Structured Life Limited, a licensed life insurer and an authorised financial services provider (FSP Number 1026) (the Insurer), the company which provides you with your insurance benefits (please see **YOUR INSURANCE BENEFITS** listed under the **POLICY** section below) and which receives the premium every month.
3. **medical emergency** means any sudden, unexpected and acute illness, injury, condition or event which, in the reasonable opinion of a qualified medical practitioner, requires immediate medical attention to prevent serious harm, disability, or death.
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. 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 above in the KID document.
6. **we**/**us** means The Unlimited Group (Pty) Limited, acting on our own behalf or as a non-mandated intermediary binder holder of the Insurer. We bring you the non-insurance benefits and provide the intermediary services and binder functions on behalf of the Insurer in respect of the insurance benefits you have chosen. The Unlimited Group (Pty) Limited is an authorised Financial Services Provider (FSP No. 21473).
7. **you**/**your** means the main member, whose membership has commenced and is continuing, and includes additional lives insured/dependants, where applicable.

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

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

3. Please note:

   3.1 You agree to indemnify and hold The Unlimited and any service provider, including their affiliates, officers, directors, employees, and agents harmless from any claims, liabilities, damages, losses, or expenses arising from your use of the benefits, or your breach of these terms and conditions or your existing membership wording.

   3.2 To the extent permitted by law, The Unlimited and its affiliates and representatives will not be liable for any loss, damage, expense or claim arising from the non-insurance benefits or services being unavailable, interrupted, delayed, or performed in a defective manner, except to the extent caused by our gross negligence or wilful misconduct. Nothing in this clause limits any rights you may have under applicable insurance legislation or the Consumer Protection Act.

## THE PAYMENT AND PREMIUM

1. In return for the payment, we negotiate rates and terms with service providers for your non-insurance benefits, and we arrange insurance cover for you with the Insurer. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
2. Payment must be made by debit order, unless otherwise agreed by us in writing. If you do not accept, alternatively if you ignore the request from your bank to DebiCheck authenticate your debit order mandate, we may choose not to start your membership (including the policy). In that event there will be no agreement between you and us. If we decide not to start your membership, we will notify you.
3. Please contact us if you want to change the debit order collection date (the "due date") we have agreed with you.
4. The payment includes any additional amounts you pay us for additional benefits you buy, which will include additional premiums for any additional lives insured, endorsements, amendments and addendums (if any) to your membership.
5. **We may change the amount you pay, for example, if we do an annual price increase. But we will always give you 31 days' notice of our intention to do so.**
6. If there is a better chance of collecting your payment and keeping your benefits active, we may debit your payment on a different date from the date you give us. **Important:** your payment will be collected on a different date due to a public holiday or weekend, or if we track your account, without notifying you. Any bank charges incurred as a result will be for your own account.
7. It is your responsibility to pay your total payment on the due date.
8. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection.
9. During any month that we can't successfully deduct the payment from your bank account (for example, if you don't have funds), a grace period of 15 (fifteen) days after the due date will apply, during which cover remains in force. If you do not make a manual payment (including the premium) to us by the end of the grace period, the benefits under, and in terms of, the membership will lapse and **you will not be entitled to any benefits (non-insurance and insurance) from the date of the failed payment.**
10. We may, at our discretion, try and collect further monthly payments from your account after the membership has lapsed, in accordance with the law, including rules prescribed by the Payments Association of South Africa.

    10.1 If the payment (including the premium) is successfully received after the benefits have lapsed, the date of that collection will be the new due date, and your benefits will be reinstated from the date of successful receipt of that payment. No cover will apply for any period before the date your membership is reinstated.

    10.2 If the payment (including the premium) is **NOT** successfully received after the benefits have lapsed, and 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.

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 for that month.
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. This is a monthly-paid membership. The payment is due in advance and the total amount payable for the non-insurance benefits is inclusive of VAT. The membership will continue, or reinstate in the event of lapsing, on the same terms each month we successfully collect the payment from you.
2. You can only use your insurance and non-insurance benefits in South Africa, and for events occurring in South Africa.
3. You may not transfer your membership to anyone else.
4. You must be under the age of 65 to enter into this membership. The membership will automatically end when you turn 70, or immediately on the death of the main member, unless the insurance benefit terms and conditions provide for a later end date.
5. Any insurance and non-insurance benefits that apply to your spouse and dependants will also end should this membership end for any reason or when your dependants:
   5.1 in the case of children, turn 21; and
   5.2 in the case of adults, turn 70.
6. We will communicate with you via email, SMS or WhatsApp by using the cell phone number and/or email address that you provided The Unlimited when you bought the membership. This is also how we will notify you of any payment increases or changes to your membership. **If any of your contact details change, please tell us immediately**. We shall not be liable for any failure to deliver any notice to you where we have complied with this clause.
7. You can cancel this membership at any time. Give us a call so we can assist you. There is a cooling-off period of 31 days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund BUT ONLY IF YOU HAVE NOT USED any of the insurance and non-insurance benefits. Cancellation of your membership will include cancellation of ALL your insurance and non-insurance benefits.
8. We can cancel this membership, including all the insurance and non-insurance benefits:
   8.1 immediately, if you are dishonest or commit fraud; or
   8.2 immediately, if we do not receive the payment from you each month (subject to the 15 day grace period); or
   8.3 on 31 days' written notice to you for any other reason (or any other period we agree or that is set out in this membership).
9. We reserve the right to amend, add or change the cover/benefits provided, including the payment and premiums, the benefit waiting periods or any of the terms and conditions of this membership (including the policy), by giving 31 days' written notice to you of our intention to do so.
10. You agree that we can market other products and services to you **even after this membership ends** and share market innovations with you.
11. These terms and conditions are governed by the laws of South Africa. Any disputes arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa

## WE WOULD LOVE TO HEAR FROM YOU

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

## THE NON-INSURANCE BENEFITS

**The 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.**

## WHO ARE THE SERVICE PROVIDERS FOR THE NON-INSURANCE BENEFITS?

Although we have provided, and are responsible for access to this benefit, we have appointed third-party service providers to deliver the non-insurance benefits on our behalf. The benefits may be subject to their operational processes. The third-party service providers may change from time to time at our sole discretion.

### A. MEDICAL INFORMATION HELPLINE BENEFIT

#### WHAT IS THE MEDICAL INFORMATION HELPLINE BENEFIT?

You have access to a 24-hour medical information helpline.

1. Medically qualified staff are available 24 hours a day to provide general health information via telephone.
2. The medical information helpline includes the provision of information, including but not limited to:
    - general health;
    - Covid 19;
    - pregnancy;
    - understanding chronic diseases;
    - mom, baby and child care;
    - men's and women's health issues;
    - information on pre-trip and post-trip medications and precautions whilst travelling locally and internationally; and
    - explanation and interpretation of terminology in relation to diagnostic test results.
3. This service also includes referrals to Crisis lines in the event of:
    - family and domestic abuse;
    - rape;
    - trauma;
    - child abuse;
    - bereavement;
    - HIV/AIDS;
    - suicide hotline – Life Line; and
    - poison hotline.

#### HOW DO YOU ACCESS THE MEDICAL INFORMATION HELPLINE BENEFIT?

1. You have access to this benefit from your first successful debit order.
2. Call us on 0861 990 000.
3. The medical information helpline is available 24 hours a day.

#### IMPORTANT, PLEASE NOTE:

1. This is not an emergency line, nor a diagnostic service and there is no consultation, diagnosis or recommendation of a treatment plan or advice given. If you are ill and have medical symptoms, you must consult your doctor.
2. Because this is a telephonic service, if you omit medical information or misinform the consultant, you may receive inaccurate information. It imperative to disclose any pre-existing medical conditions or medical history that may affect the information given to you.
3. The service is informational in nature, and we are not responsible for advice, outcomes or actions taken based on the service.

## B. VIRTUAL DOCTOR BENEFIT

**Please note, this benefit is included at no cost to you.**

### WHAT IS THE VIRTUAL DOCTOR BENEFIT?

**Virtual doctor consultations**: speak to a qualified doctor via secure video or telephonic call for general medical concerns including flu, allergies, rashes, and chronic conditions.

1. The virtual doctor consultations include access to qualified and registered medical practitioners
2. This service is limited to **three consultations per member per year.**
3. Typical conditions that can be managed through virtual consultations include:
    - common colds and flu symptoms.
    - minor infections or skin conditions.
    - allergies and sinus issues.
    - headaches and mild pain management.
    - general medical advice and follow-up consultations.

### HOW DO YOU ACCESS THE VIRTUAL DOCTOR BENEFIT?

1. You have access to this benefit from your first successful debit order.
2. Call us on 0861 990 000 - 24 hours a day, 365 days a year. Should you need a virtual doctor consultation, you will be sent a link via WhatsApp to schedule an appointment for your virtual consultation.

### IMPORTANT, PLEASE NOTE:

1. Virtual health services are intended to supplement, not replace, in-person consultations. By using this service, the patient acknowledges the following:
    1.1 If symptoms persist or worsen, the patient must seek immediate face-to-face medical attention.
    1.2 The virtual platform may be subject to technological limitations including, but not limited to, power outages, load shedding and internet or data disruptions.
2. The patient confirms and warrants that:
    2.1 They are not currently in an established doctor-patient relationship for the condition being consulted on.
    2.2 They are not receiving active treatment or other medication for the condition in question.
    2.3 They have deliberately chosen the virtual service to establish a doctor-patient relationship for this specific consultation.
    2.4 They will disclose all relevant information, whether major or minor, to the doctor during the consultation.
    2.5 They are physically located within South Africa at the time of consultation.
    2.6 They consent to the recording of the consultation for clinical and legal purposes.
3. By accepting these terms and conditions, the patient (or guardian, where applicable) provides informed consent in accordance with:
    3.1 The National Health Act (Act No. 61 of 2003).
    3.2 The Health Professions Act (Act No. 56 of 1974).
    3.3 Applicable guidelines of the Health Professions Council of South Africa (HPCSA).
    3.4. The Electronic Communications and Transactions Act (Act No. 25 of 2002).

## C. EMERGENCY MEDICAL SERVICES ("EMS") BENEFIT

**Please note, the service provider appointed by us for this benefit relies on a network of third party providers to deliver the services described in this section.**

## WHAT IS YOUR EMS BENEFIT?

Your EMS benefit includes the following emergency services:

1. Emergency medical response to the scene of a medical emergency

   Qualified paramedics, doctors, or emergency care practitioners will provide stabilisation and lifesaving support at the scene before transporting you to the nearest hospital or medical facility. Depending on the severity of the emergency and logistics, the response may be by road ambulance or rapid response vehicle.

2. Emergency medical transportation to a hospital

   If you are involved in a medical emergency, the service provider will arrange emergency medical transportation when necessary. It's important to note:

   2.1 The emergency services response team and/or contact centre team will assess the situation and decide whether emergency transportation is required.

   2.2 The type of medical transportation from the emergency scene will be arranged based on your condition and fitness to travel, the urgency of the situation, and practical factors including weather conditions and distance. The emergency contact centre team will determine whether transportation will be provided by a medically equipped fixed-wing air ambulance, helicopter, road ambulance or scheduled commercial flight.

3. Inter-hospital transfer

   After your initial emergency transportation, you may need to be moved to another hospital or medical facility that's better suited to treat your condition. This transfer is a one-way transportation by road or air ambulance - whichever is most appropriate as decided by the emergency medical team's doctor.

   3.1 **Upgrade transfer:** if the service provider and your attending doctor agree that you need to move to another hospital for continued treatment (because the current facility can't provide the necessary care), the service provider will arrange your transfer to another hospital that can accept you and continue your treatment once you've been stabilised.

   3.2 **Downgrade transfer:** if your condition improves and you no longer need full hospital care, the service provider may authorise a transfer to a step-down facility. This is subject to the downgrade transfer being:

      3.2.1 medically necessary and approved by the service provider;

      3.2.2 limited to the closest suitable facility; and

      3.2.3 limited to one transfer per hospital stay.

4. Medical repatriation (distance greater than 100km)

   If you are hospitalised more than 100 km from your home, the service provider may arrange and pay to transfer you to a hospital closer to home, subject to:

   4.1 the transfer being medically necessary;

   4.2 long-term inpatient care being required; and

   4.3 medical supervision being required during the transfer.

**Please note**, the emergency contact centre team will decide the best timing and method of transport for your medical situation.

## HOW TO ACCESS YOUR EMS BENEFIT

1. Call the 24-hour emergency contact centre on 0861 990 000.
2. If you or your dependants call from the cellphone number you gave us when you agreed to your membership, you will be connected directly to the emergency contact centre. If any other number is used, the caller will need to provide the emergency contact centre with your personal details, including the cellphone number provided when you agreed to your membership, to validate your eligibility before they can assist you with a medical emergency.
3. While help is on the way, the emergency contact centre team will keep you updated with the emergency services response team's estimated time of arrival.
4. When the emergency services response team arrives, they will assess the situation, provide treatment on site, and, if needed, arrange transport to an appropriate medical facility.

## IMPORTANT EXCLUSIONS

1. The service provider will not pay for emergency services if the 24-hour emergency contact centre did not authorise or co-ordinate the emergency medical response, emergency medical transport, inter-hospital transfer or medical repatriation. **If another emergency services response provider transports you, you are responsible for all of the costs associated with the emergency medical response and transportation.**
2. The service provider will not authorise or dispatch emergency services for minor (non-life-threatening) illnesses or injuries that can be treated locally (for example, by your GP) and do not require emergency response or transport.

# THE LIFE INSURANCE POLICY ("POLICY")

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

## GENERAL TERMS AND CONDITIONS FOR THE POLICY

1. You pay us 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 us providing you with any advice, we 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 us. Also see **CANCELLATION OF THE POLICY** below.
3. If this policy, or any part of this policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, insurance benefits and terms and conditions.

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

Subject to all the terms and conditions of this policy:

1. **accident** means an external, violent, unexpected and visible event, but which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
2. **additional dependant** means any person, whose name and date of birth you have given to us and who are totally financially dependent on you. If you have chosen to cover an additional dependant, this means that from the date you add an additional dependant to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood and support of your additional dependant and pay for their food, medicine, shelter and clothing. They must also be a member of your family through blood or by a recognised legal relationship. **IMPORTANT**: the number of additional dependants that you can add is stated in **THE INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. Failure to provide The Unlimited with your additional dependant/s' details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
3. **child/ren** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. If you have chosen to cover your child/ren, this means that from the date you add a child to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, medicine, shelter and clothing.

   **IMPORTANT**: You may add your child/ren to this policy from the day they are born alive (and up to the age of 21). The number of children that you can add is stated in **THE INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. You must provide The Unlimited with the name, surname and dates of birth of your child/ren and your child/ren must be on record to be covered under this policy. Failure to provide The Unlimited with your child/ren's details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
4. **grace period** means the period of 15 (fifteen) days following a failed premium collection (calculated from the payment due date), within which you can make a manual 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 and if the claim is approved you authorise us to deduct all outstanding premiums from the claim settlement amount.
5. **insured event** means an accident which results in an insured person's admission/s to hospital because of an accidental injury, or your death (accidental or natural) from any cause not excluded under this policy.
6. **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this policy. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.
7. **membership** means membership of The Unlimited and no policy can exist without the membership.
8. **spouse/partner** means a named person who you are married to by civil law, tribal custom or in terms of any religion, including your life partner. If you have chosen to cover your spouse, the details of your spouse must be on record, he/she must live with you in South Africa and you must be interdependent on each other. At the time of a claim, it is your responsibility to prove that you and your spouse are interdependent and that you live together. When we use the word "partner", we refer to your spouse (as described above) or your life partner, being the person named on your policy.
9. **start date** means the date on which the first payment (including the premium) is successfully received by us and is the date on which all your insurance benefits are available (subject to waiting periods).
10. **waiting period** means the period specified in this policy/**THE INSURANCE BENEFITS** section during which we need to successfully collect a specified minimum number of payments (including the premium) from you before you are

entitled to claim under this policy. Remember, the specified minimum number of payments start from when a person is added to the policy and cover for the applicable insured person will begin when we have received the required minimum number of payments (including the premium).

## HOW WE WILL COMMUNICATE WITH YOU

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

## FOR COMPLAINTS AND COMPLIANCE

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

## PAYMENT AND NON-PAYMENT OF PREMIUMS

1. Payment of premiums:

    1.1 Please note that your premium, stated in the KID document, 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 is a monthly-paid policy. It will continue, or reinstate in the event of lapsing, on the same terms each time your premium is 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 them.

    1.5 If you do not accept, alternatively if you ignore the request from your bank to DebiCheck authenticate your debit order mandate, we may choose not to start your policy. In that event there will be no agreement between you and the Insurer. If we decide not to start your policy, we will notify you. 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 It is your responsibility to pay your total payment on the due date.

    2.2 If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection.

    2.3 **If we do not receive the payment by the agreed due date,** you will be entitled to a grace period of 15 (fifteen) days after the due date, during which cover remains in force. If you do not make a manual payment (including the premium) to us by the end of the grace period, **the insurance benefit will automatically lapse, and no cover will apply from the date of the failed payment. We will not collect arrear (missed) payments via debit order.** In the event of a claim occurring during the grace period, the outstanding premium can be deducted from the claim settlement amount should the claim be approved.

    2.4. We may, at our discretion, try and collect further monthly payments from your account after the insurance benefits have lapsed, in accordance with the law, including rules prescribed by the Payments Association of South Africa.

        2.4.1 If the payment (including the premium) is successfully received after the insurance benefits have lapsed, your insurance benefits will be reinstated from the date of successful receipt of that payment, and the date of that collection will be the new due date. No cover will apply for any period before that date.

2.4.2 If the payment (including the premium) is **NOT** successfully received after the insurance benefits have lapsed, and any further attempts to collect the payment from your account fail, we reserve the right to cancel your policy immediately. We will notify you when your membership (including the policy) is cancelled.

2.5 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.

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, benefits, waiting periods 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. If you choose to cancel your policy during the 31-day notice period of amendment to the policy, you will not be entitled to a refund of premiums already paid.

## WHEN DOES YOUR COVER START?

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

## TRANSFER OR CASH-IN

Your policy, or any rights in your policy, cannot be transferred to another person. You cannot take out a loan against your policy. Your policy does not pay out any profits, nor can it be cashed in for money.

## CLAIMS PROCESS CONDITIONS

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

1. When can you claim?

1.1 As soon as we have received your first payment, including the premium (the start date), you are entitled to cover and to claim your insurance benefits if an insured event occurs; however, if there is a waiting period, you

or any person insured will not have cover until the waiting period has ended. You can claim for the insurance benefits provided you comply with all the terms, conditions, limitations and exclusions contained in this policy.

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

2. Time period to submit a claim:

2.1 You must notify us of a claim as soon as reasonably possible after it occurs.

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

3. How do you claim your insurance benefits?

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

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

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

4. General requirements for any claim:

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

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

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

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

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

## THE UNLIMITED – CLAIMS DEPARTMENT

| | |
|---|---|
| Postal Address: | Private Bag X7028, Hillcrest, 3650 |
| Physical Address: | No. 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610 |
| Email Address: | tuclaims@iua.co.za |

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

4.7 **There are additional 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.**

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

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

5. Claim repudiations:

5.1 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 from the date on which you are notified of the repudiation to make written representations to us or the Insurer (SSL.complaints@santam.co.za). The Insurer has 45 (forty-five) days from receipt of such written representation to notify you of their final decision.

5.2 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:

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

5.2.2 lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or the Financial Sector

Conduct Authority.

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

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

The Insurer will NOT cover any claim which directly or indirectly resulted from you or any life insured:

1. partaking in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
2. exposing yourself to nuclear reaction or radiation of any kind;
3. attempting to commit or having had wilful involvement in any unlawful/illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);
4. driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
5. committing suicide or any intentional self-harm that results in your death, unless the suicide-specific waiting period is met (applicable to the money back and breadwinner benefits);
6. attempting suicide or intentional self-harm/injury (applicable to the accident cash benefit);
7. committing fraud or attempted fraud, or did not tell us the truth or did not give us all the correct details, including about your health (now or when you claim);
8. partaking in any of the below high-risk activities/occupations:
   - 8.1 any sport as a professional;
   - 8.2 parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
   - 8.3 racing, speed or endurance tests on or in power driven vehicles or crafts;
   - 8.4 flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
   - 8.5 mountaineering of any nature, wall/rock climbing and bouldering;
   - 8.6 bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
   - 8.7 game hunting;
   - 8.8 quad biking;
   - 8.9 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
   - 8.10 consuming, using and/or abusing any intoxicating substance (for example, however not limited to, medication, illegal narcotics/drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.

## SANCTIONS

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

## THE INSURANCE BENEFITS

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

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

1. Specific additional definitions for the accident cash benefit
   - 1.1 **accidental injury** means an injury sustained because of an accident which causes you or any other insured person to be admitted to a hospital by a doctor for a period of no less than 24 hours in a row, and which injury could not have been attended to as an out/day patient or at home.

1.2 **additional treatment** means any treatment you or another insured person receives for conditions other than the treatment received or required to be received directly related to the insured event for which you or any other insured person is covered.

2. Important information about the accident cash benefit

2.1 This is not a hospital plan. **THERE IS NO COVER FOR ILLNESS CLAIMS OR HOSPITALISATION FOR ILLNESS.**

2.2 This is **not a medical scheme**. The cover is not the same as a medical scheme and is not a substitute for medical scheme membership.

2.3 Only injuries caused by an accident which occurs within the borders of South Africa is covered.

3. Benefit: accident cash benefit

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

**Benefit limits**

Your maximum benefit limit is **R200,000.00 (two hundred thousand Rand) per insured event**, per insured person. An insured person will be covered for **R2,000.00 (two thousand Rand) per day, for up to 100 days**, for each full day spent in hospital because of an accidental injury.

**Who is covered?**

1. **You**, the main member, **and your spouse**, provided we have your spouse's name and date of birth on record.
2. If you choose to cover your **children (up to a maximum of 5) and additional dependants (up to a maximum of 3)**, we require that:
   - we have their names and dates of birth on record; and
   - we have received the additional premium/s for all additional lives insured, where applicable
   - **Maximum payout (accident cash benefit only)**
   - If you have any other insurance policies that provide a daily hospital cash, accident cash or similar benefit for an insured person's hospitalisation due to an accidental injury, the total daily benefit payable to you under all such policies combined may not exceed the maximum amount permitted by the applicable Demarcation Regulations from time to time. The maximum daily amount permitted is R4,396.

We will assess this limit at claim stage. It is your responsibility to disclose to us if you have any other such policies. If the total daily benefits under all such policies exceed R4,396, we will only be liable for the lesser of this policy's daily benefit amount, or our pro rata share of that maximum.

4. Waiting periods specific to the accident cash benefit

There is no waiting period for the accident cash benefit. An insured person is covered from the first premium received for that person.

5. Who will we pay?

5.1 We will pay you, by payment into your South African bank account, from which we have collected the payment (including the premium).

5.2 If you, the main member, die and we approve an accident cash claim for the same insured event that leads to your death, we will pay the claim to the following person, in the following order:

5.2.1 your nominated beneficiary who is on record under your policy; or

5.2.2 if there is no nominated beneficiary on record with us, your spouse; or

5.2.3 the duly appointed executor of your estate or, where applicable, the duly appointed Master's representative acting under a valid Letter of Authority.

5.3 **If any other claim occurs following your death and during the period of continued cover under the breadwinner benefit**, we will pay the claim to the following person:

5.3.1 the legal guardian (claims for minors); or

5.3.2 the duly appointed executor of the deceased's estate or, where applicable, the duly appointed Master's representative acting under a valid Letter of Authority.

**Please note, before making payment, we may require the recipient of a claim payout to provide proof of identity, proof of bank account, and any other information reasonably required to verify identity, entitlement, and compliance with applicable FICA and sanctions requirements.**

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

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

6.1 Completed claim form.

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

6.2.1 the date and time of the insured person's admission into and discharge from the hospital/clinic;

6.2.2 contact details of the hospital;

6.2.3 the final diagnosis of the accidental injury/injuries and the reason for the time spent in hospital;

6.2.4 all medication and treatment administered to the insured person;

6.2.5 the details of any procedures the insured person underwent; and

6.2.6 the long-term prognosis for the insured person's injuries.

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

7. Specific additional exclusions for the accident cash benefit

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

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

7.2.1 if any injuries are treated in a casualty unit or if injuries are, or should be, treated as an outpatient or a day case at a hospital;

7.2.2 if additional treatment is required and/or where the treatment of another or underlying medical condition/complication and/or illness prolongs the stay in hospital e.g. underlying condition of diabetes prolongs an accidental injury admission;

7.2.3 if the treatment received was only for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries;

7.2.4 for any elective or planned medical procedures whatsoever;

7.2.5 for treatment of mental or psychological conditions; any pregnancy related treatment or operations.

## B. MONEY BACK AND BREADWINNER (YOUR FAMILY STAYS COVERED) BENEFITS

1. Specific additional definitions for the money back and breadwinner (your family stays covered) benefits

1.1 **accidental death** means your death because of an accident. In cases of accidental death, a post-mortem and an inquest are held.

1.2 **natural death** means the death of an insured person because of a natural cause such as a medical condition/illness (e.g. cancer, stroke, AIDS or heart attack).

2. Important information about the money back and breadwinner (your family stays covered) benefits

2.1 This is **NOT A FUNERAL POLICY.**

2.2 **Waiting periods apply.**

2.3 Only death which occurs within the borders of South Africa is covered.

3. Benefit: Money back benefit

We will pay on the death of the main member (you) from any cause not excluded under the policy, and subject to an approved claim for your death, up to the benefit limit as described in the benefit limits table below.

**Benefit limits**

Your nominated beneficiary/family will be paid back all the premiums that you have paid to the Insurer. The amount will be calculated from the first successful collection of your payment, up to the last payment successfully collected before your death. To be clear, this benefit can only be claimed if you (the main member) pass away and not if the membership is terminated for any other reason. Interest is not applicable and will not be paid.

**Who is covered?**

**You**, the main member, only. This insurance benefit cannot be claimed if another insured person passes away. Remember, this benefit is only available when the main member dies.

4. Benefit: Breadwinner benefit (your family stays covered benefit)

In the event of your (the main member's) death from any cause not excluded under the membership, and subject to an approved claim for your death, your family (spouse, children and additional dependants that are covered under your membership at the time of your death) will stay covered under the accident cash benefit only, for a period of no more than 6 months from the date of your death and at no premium cost to them.

**Benefit limits and conditions**

1. **Duration of continued cover for your family:** up to 6 (six) months from the date of your death.
2. **Conditions of continued cover:**
   - During this period of continued cover for your family, any accident cash benefit claim payout will be limited to the benefit limits stated in the accident cash benefit section above.
   - There must be an **approved claim for your (the main member's) death** to qualify for this benefit.
   - During this period of continued cover, the **existing terms, accident cash benefit limits and waiting periods applicable to each insured person** will continue to apply as they stood at the time of the main member's death. No waiting periods are waived or reset because of this benefit.
3. Your **spouse, children (up to a maximum of 5) and additional dependants (up to a maximum of 3)** will stay covered under the accident cash benefit, subject to:
   - their names and dates of birth being on record.
   - them already being covered and under your policy at the time of your death.
   - us having received the additional premium/s for all additional lives insured, where applicable, up to the date of your death.

**When does this benefit apply?**

**This benefit applies only if you, the main member, die.** It does not apply if any other insured person dies, and it does not apply if the membership ends for any reason other than the main member's death.

5. Waiting periods specific to the money back and breadwinner (your family stays covered) benefits

The following waiting periods apply to the money back benefit. Because the breadwinner benefit is subject to an approved claim for your (the main member's) death, the same waiting periods as the money back benefit will apply.

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

5.1.1 there is a waiting period of 6 months. This means that the Insurer must have received a minimum of 6 premiums from you before your family can claim for this benefit.

5.1.2 Claims for suicide or any self-inflicted death: there is a waiting period of 24 months. This means that the Insurer must have received a minimum of 24 premiums from you before you can claim for this benefit.

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

6. Nominated beneficiaries

You should nominate a beneficiary when you take out this policy, and it is your responsibility to provide us with their full details before your death. Your nominated beneficiary does not need to be someone who is insured under this policy. You may choose any natural person (for example, your child, sibling, or another family member) to receive

any approved benefit claim which is payable for your death only. You can change your beneficiary any time prior to a benefit claim for you, the main member, by notice in writing or by contacting us telephonically. This is the only way to nominate or change a beneficiary after you have taken out this policy. No testamentary instrument (e.g. a Will) will change the beneficiary you have nominated. If no beneficiary has been nominated or none is alive when you die, the insurance benefit will be paid as set out in this insurance benefits section. Only one beneficiary can be nominated at any one time.

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

**Important: it is only in the event of a benefit claim payable for the insured event that leads to your, the main member's, death that the nominated beneficiary will be paid.**

7. Who will we pay?

7.1 If you, the main member, die and we approve any benefit claim payable for the insured event that leads to your death, we will pay the claim to the following person, in the following order:

7.1.1 your nominated beneficiary who is on record under your policy; or

7.1.2 if there is no nominated beneficiary on record with us, your spouse; or

7.1.3 the duly appointed executor of your estate or, where applicable, the duly appointed Master's representative acting under a valid Letter of Authority.

7.2 **If any other claim occurs following your death and during the period of continued cover under the breadwinner benefit**, we will pay the approved claim proceeds to the following person:

7.2.1 the legal guardian (claims for minors); or

7.2.2 the duly appointed executor of the deceased's estate or, where applicable, the duly appointed Master's representative acting under a valid Letter of Authority.

8. Compulsory documents/information required for money back and breadwinner (your family stays covered) benefit claims:

8.1 Completed claim form.

8.2 Copies of:

82.1 Your ID (Certified copy).

8.2.2 Your Death certificate (Certified copy).

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

8.2.4 Police report (for accidental death claims only).

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

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

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

## DETAILS OF THE INTERMEDIARY (the binder holder)

| | |
|---|---|
| **Company Name:** | The Unlimited Group (Pty) Ltd (The Unlimited) |
| **Physical Address:** | No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610 |
| **Postal Address:** | Private Bag X7028, Hillcrest, 3650 |
| **Telephone Number:** | 0861 990 000 |
| **Email Address:** | customercare@theunlimited.co.za |
| **Website:** | www.theunlimited.co.za |
| **Company Registration Number:** | 2002/002773/07 |
| **FSP License Number:** | 21473 |
| **VAT Number:** | 4360161139 |
| **Internal Compliance Manager:** | leone.soobramoney@theunlimited.co.za |
| **Details of FAIS Compliance:** | Moonstone Compliance |
| **Moonstone Compliance Officer**: | Ms CL Payne |
| **Postal Address:** | 25 Quantum Street, Technopark, Stellenbosch, 7600 |
| **Telephone Number:** | 021 883 8000 |
| **Fax Number:** | 021 883 8005 |
| **Email Address**: | cpayne@moonstonecompliance.co.za |

| | | |
|---|---|---|
| **a.** | **Conflict of interest** | 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.<br>Our "Conflict of Interest" policy is available on our website at www.theunlimited.co.za. |
| **b.** | **Cooling-off rights** | In line with the Policyholder Protection Rules, we offer the following cooling-off rights: if there has been no insured event and no benefit has yet been claimed or paid, you have the right to cancel the policy by giving us written or telephonic notice within 31 days of you receiving this Statutory Notice of Disclosures OR from a reasonable date on which it can be deemed that you received this Statutory Notice of Disclosures.<br>The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all premiums or monies paid by the premium-payer provided there has been no claim. |
| **c.** | **Insurance cover** | The Unlimited holds professional indemnity and fidelity insurance. |

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| **d.** | **Intermediary services** | 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.** | **Written mandate to act on behalf of the 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. |
| **f.** | **Whether more than 10% of the Insurer's shares are held or whether more than 30% of total remuneration was received from the Insurer** | The Unlimited does not hold more than 10% of the Insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the Insurer. |
| **g.** | **Waiver of rights** | 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.** | **Financial Intelligence Centre Act (FICA)** | Please note that in terms of the Financial Intelligence Centre Act, the Insurer as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities. We also conduct sanctions screening to ensure that we are not conducting business with individuals who appear on sanctions lists. If you are a Domestic Prominent Influential Person or a Foreign Prominent Influential Person in terms of the FICA Act please let us know by calling our call centre. |

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| **i.** | **Legal status** | The Unlimited is an authorised financial services provider (FSP 21473).<br>Licence limitations:<br>• We must inform the Registrar of any business information change within 15 days.<br>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.<br>• 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:<br>1. Go to www.fsca.co.za<br>2. Click on "Regulated Entities"<br>3. Under the heading "Regulated Entities and Persons" click on "FAIS"<br>4. Click on "Financial Service Providers"<br>5. Insert our FSP Number 21473 in the field "Search for FSP No"<br>6. Click on "Details" and select the information that you wish to view.<br>• We may not provide business under a licence that has not been changed in accordance with the provisions of the FAIS Act.<br>• 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, Short-Term Insurance Personal Lines A1 and Short-Term Insurance Commercial Lines. |

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

| | |
|---|---|
| **Company Name:** | **Santam Structured Life Limited** |
| **Physical Address:** | 7th Floor, Alice Lane Building 3, c/o Alice Lane & 5th Street, Sandton, 2196 |
| **Postal Address:** | PO Box 652659, Benmore, 2010 |
| **Telephone Number:** | 0860 762 745 or 011 685 7600 |
| **Website:** | www.santam.co.za |
| **Company Registration Number:** | 2002/013263/06 |
| **FSP License Number:** | 1026 |
| **VAT Number:** | 4100149816 |

**Details of internal Compliance Department:**

| | |
|---|---|
| **Telephone Number:** | 0860 762 745/011 685 7600 |
| **Email Address:** | SSL.compliance@santam.co.za |
| **Details of FAIS Compliance:** | Compli-Serve SA (Pty) Ltd |
| **Compliance Officer:** | Ms Theresa Rynners |
| **Telephone Number:** | 087 897 6970 |
| **Email Address:** | theresa@compliserve.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 call our Customer Care line on 0861 990 000. Please view our full Complaint Process on 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 that will be tasked to facilitate the dispute resolution process; and

When a decision has been reached you will be provided with the outcome of such decision 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 Santam Structured Life Limited by addressing your concerns to:

**The Market Conduct Officer:**

| | |
|---|---|
| **Telephone Number:** | 011 685 7600/0860 762 745 |
| **Email Address:** | SSL.Rejections@santam.co.za (Dispute of Rejection) |
| **Email Address:** | SSL.Complaints@santam.co.za (Complaint) |

**Step 4: External Dispute Resolution**

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

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

**National Financial Ombud Scheme**

| | |
|---|---|
| **Cape Town Physical Address:** | Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7700 |
| **Johannesburg Physical Address :** | 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198 |
| **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:

| | |
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| **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 to the FAIS Ombud.
- If your premium is paid by means of debit order, it may only be in favour of one legal entity or person and may not be transferred without your approval.
- Unless you commit fraud, the Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Insurer must give reasons for rejection of your claim.
- The Insurer may not cancel your insurance merely by informing The Unlimited. There is an obligation to make sure that the notice has been sent to you.
- You are entitled to a copy of the policy documents and a copy of the voice log of the sale free of charge.
- Polygraphs or similar tests are not obligatory, and claims may not be rejected solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let us know on 0861 990 000.
- Your policy documents contain the name, class and type of policy, special terms and conditions, exclusions, waiting periods, as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

## WARNING

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

## Treating the customer fairly (TCF)

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

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

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

## How we use your personal information

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

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

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, and debt collectors when enforcing agreements | ▪ Debt counsellors and 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 and credit bureaus when we must share it with them |
| ▪ Where relevant, medical professionals, healthcare institutions or facilities involved in providing necessary medical services to you or your dependants | |

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. 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 or calling 0861 990 000.

Unlimit Your Life.

THE UNLIMITED

Insurance | Lifestyle | Rewards

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

Call us on

**0861 990 000**

Emergencies | Customer Care | Claims

santam

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

Santam Structured Life Limited is the Life Insurer of the insurance policy. The Unlimited acts as the intermediary who administers claims and performs other policy services on behlf of the Life Insurer.