

ALL YOUR PRODUCT BENEFITS UNPACKED.

theunlimited.co.za



Unlimit Your Life.

THE UNLIMITED

FSP 21473



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

*The insurance benefit is underwritten by Santam
Structured Life Limited (Reg. No.: 2002/013263/06)

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THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

FAMILY SHIELD

1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT?

- 1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse, children and other adults who are dependent on you.
AND
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.
AND
- 1.3. The service provider for the Legal Telephonic Advice Line and related services, means Legal & Tax Services (Pty) Limited, the entity that is responsible for the provision of the Services (non-insurance benefits) in terms of this Agreement.
- 1.4. By making payment of your monthly fee you:
 - i. agree and want to be a party to this membership agreement;
 - ii. allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
 - iii. agree that we can market other products and services to you even after this agreement ends, share market innovations with you and you consent that we can submit your information to, and receive information about you from, credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy. Payment of the Fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take additional products from us.
- 1.6. The Premium, which is payable by us to the Insurer, will be disclosed on the policy or endorsement.
- 1.7. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. NAEDO is a debit collection and tracking system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
- 1.8. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.
- 1.9. For any questions on your service benefits, please call us on 0861 990 000 for assistance.

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

- 2.1. For your monthly membership fee (after we pay the premium for insurance Cover) you get the following benefits:
 - i. Telephonic Legal Advice Line; and
 - ii. we negotiate rates and terms with service providers on your behalf and we arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have received payment of the first monthly fee you can start using your benefits, but the insurance Cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

3. TELEPHONIC LEGAL ADVICE

- 3.1 The Legal Advice Benefit provides You with unlimited telephonic legal advice during Business Hours, provided by the Service Provider's qualified in-house legal advisors. In addition to advising You, the Service Provider's legal advisors will try to resolve Your problem by communicating with third parties on Your behalf.
- 3.2. With the exception of matters relating to You carrying on a business, any venture for gain, or transaction or undertaking where there is a profit motive, telephonic advice and assistance is provided on any legal matter.
- 3.3. The telephonic assistance will be provided by qualified and registered Legal Advisors as set out hereunder:
 - a. Personal legal advice as to how one should handle legal proceedings.
 - b. National network of attorneys providing advice on home, vehicle and personal issues.
 - c. Quality telephonic information with regard to legal rights and how to enforce them.
 - d. Bail assistance.
 - e. Furnishing of standard wills.
 - f. Assistance and documentation with "self-help services" such as small claims court, unopposed divorces and registration of closed corporations.
 - g. Referrals to appropriate and approved legal practitioners.
 - h. Providing the interpretation of legal options.
 - i. Legal Advisory Panel of specialists, consisting of advocates, attorneys, legal academics and various consultants.
 - j. Includes pro-forma documents.
 - k. Some areas of the law on which advice will be given:
 - Matrimonial: Engagements, marriage, divorce.
 - Employment: Employment, retrenchments, dismissals.
 - Property: Buying and selling a house.
 - Estates: Wills, insolvencies.
 - Consumer: Guarantees, disclaimers.
 - Financial: Credit agreements, banking.
 - Business: Setting up your own venture.
 - Insurance: Planning, claims, disputes.
 - Criminal: Search warrants, arrests, bail.
 - Constitutional Law: All matters relating to the constitution.
 - Medical or personal injuries.

The legal advice and assistance covered under this benefit will only be telephonic.

Whilst the Service Provider will endeavour to provide accurate advice, neither the Service Provider nor The Unlimited, their employees, agents, or representatives shall be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned notwithstanding any mistake, error of judgment or negligence.

Important Information

Service Provider's Hours Of Operation

The Service Provider's operating hours are:

- i. Monday to Thursday: 8:30am to 4:30pm; and
- ii. Friday: 8:30am to 3:30pm (collectively "Business Hours").

Please call us on **0861 990 000** and our agents will be able to help you.

Who May Use The Legal Advice Benefit?

The Benefit is available to You, Your Spouse and Children as defined.

Before Calling

Have all Your documents and information available when You call. Have Your facts organised in a logical manner (perhaps make a note of these facts and the questions You have for the legal advisor). This will assist the Service Provider's legal advisor to assist You in the best possible manner. Have Your Policy number ready.

Your Call Will Be Logged

Unless Your matter is extremely urgent, Your call will be logged and placed in a queue for the next available legal advisor. The Service Provider's legal advisor is required to contact You within approximately 3(three) business hours.

4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 4.1. This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
- 4.2. You can cancel at any time – give us a call so we can assist you and help you make the right decision. There is a cooling-off period of 30 days (calculated from the start date) in which you can cancel and receive a refund BUT ONLY IF you have not used any of the benefits.
- 4.3. We can change or cancel this agreement, but we will give you 31 days’ notice (warning) before we change any of these conditions or cancel the membership agreement. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
- 4.3.1. One of the changes we might make is a change to the amount you pay in respect of the Fee (Refer to Point 1.5). This will happen if you accept more benefits from us. You will be advised of any changes to the Fee and will be effective immediately.

5. FOR COMPLAINTS AND COMPLIANCE

- 5.1. It is important to us that you are happy with your benefits. 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.

INSURANCE POLICY: ACCIDENT CASH AND DEATH BENEFIT

1. DETAILS OF THE INSURER

This Long-term Insurance Policy is underwritten by Santam Structured Life Limited, a registered long-term insurer and an authorised financial services provider (FSP No 1026) “the Insurer”.

The insurer agrees to provide the cover under this Policy during any period of insurance for which You have paid a Premium and subject to the terms and conditions of this Policy being met, we will use the information that You have provided to Us, or that was provided on your behalf, as true, and the “insurer” will use that information as the basis for the cover provided under this Policy. Any endorsements to Your Policy the Insurer issues will form part of the Policy.

PLEASE NOTE THAT THIS IS NOT A MEDICAL SCHEME AND THE COVER IS NOT THE SAME AS THAT OF A MEDICAL SCHEME. THIS POLICY IS NOT A SUBSTITUTE FOR MEDICAL SCHEME MEMBERSHIP. THIS POLICY IS NOT A FUNERAL POLICY.

2. PREMIUM PAYABLE

The premium for Cover under these Policy Benefits is: **R58.58pm**. If you include additional dependants on this Policy, there will be an additional R0.28 per Adult Dependand added to the above premium.

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

3. TABLE OF POLICY BENEFITS

Subject to the acceptance by you of the terms set out in this policy, the insurer will provide the following Cover:

| ACCIDENT CASH BENEFIT | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Please remember that there is no cover for illness. | | |
| Who is covered? | What is covered? | Benefit limits |
| You, the main member, your spouse (whose names and dates of birth you have given us) and for whom the applicable premium has been paid. You can also choose to cover: <ul style="list-style-type: none"> • Your Children • Additional Dependants | We will pay an insured person the daily amount stated under the Benefits Limits following admission to hospital for a full day (that is 24 hours in a row) as a direct result of an injury caused by an accident (accidental injury). | Your maximum benefit limit is R45,000.00 per insured event, per insured person. An insured person will be covered for R3,000.00 per day for up to 15 days, for each day spent in hospital as a direct result of an accidental injury. |

| DEATH CASH BENEFIT | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Who is covered? | What is covered? | Benefit limits |
| You, the main member, your spouse (whose names and dates of birth you have given us) and for whom the applicable premium has been paid (insured person). | The death of You or your spouse from any cause not excluded in this policy. | R25,000.00 (twenty-five thousand) |
| | The death of an additional dependant person from any cause not excluded in this policy. | R25,000.00 (twenty-five thousand) |
| You can also choose to cover: <ul style="list-style-type: none"> Your Children, under the age of 21. Additional Dependants, above the age of 21. | The death of your child from any cause not excluded in this policy. | |
| | Child 0 – 11 months | R2,500.00 (two thousand five hundred Rand) |
| | Child 1 – 5 years | R5,000.00 (five thousand Rand) |
| | Child 6 – 13 years | R7,500.00 (seven thousand five hundred Rand) |
| | Child 14 – 21 years | R10,000.00 (ten thousand Rand) |
| FEE CASH BACK | | |
| Who is covered? | What is covered? | Benefit limits |
| Main Member only. This benefit cannot be claimed if another Insured Person passes away. | Your Spouse or the Executor of Your Estate will be paid an amount equivalent to the total number of Fees we have successfully collected from You. | This amount will be calculated from the first successful collection of Your monthly Fee up to the last Fee successfully collected before Your death. There must be a valid Death Benefit claim paid out on Your Death. To be clear, this benefit can only be claimed if the Main Member (You) pass away and not if the Policy is terminated for any other reason. Interest is not applicable and will not be paid. |

4. WHEN CAN YOU CLAIM?

- 4.1. Unless there is a waiting period (see 4.3), as soon as we have received your first premium you can start using your insurance benefits (the “**Start Date**”).
- 4.2. The insured event must have happened in South Africa and after the Start Date.
- 4.3. Claims for natural death [Including natural death resulting from venereal disease, Acquired Immune Deficiency Syndrome (AIDS), or HIV or AIDS-related complications] have the following waiting periods for the event giving rise to the claim:
For you and each dependant, the waiting period starts from the first premium payment and ends after a **minimum of 12(twelve) payments** have been received. **Remember:** The 12(twelve) minimum payments start

from when a person is added to the policy. The waiting period will start from the date we successfully receive the first premium applicable to the insured person and this cover will begin when we have received the required 12(twelve) minimum premium payments.

5. HOW DO YOU CLAIM YOUR INSURANCE BENEFITS?

- 5.1. For **ACCIDENT CASH** or **DEATH CASH BENEFIT** claims. It's simple, **CALL US on 0861 990 000**. Our agents will guide you through the process if you want to claim or you just have a query.
- 5.2. Conditions in terms of **ALL** claims submitted:
 - 5.2.1. We will need certain documents from you which help us decide your claim or to provide the service, for example a hospital admission form, death certificate or a police report. We may also need you to give us other documents. **If you don't give us the documents within 30 days of the insured event, we cannot properly assess or pay your claim or provide the service.**

Your claim documents can be Emailed, Faxed, Posted, Couriered or Hand Delivered [Remember that all forms of personal identification e.g. ID Document, must be certified].

THE UNLIMITED – CLAIMS DEPARTMENT

Postal Address : Private Bag X7028, Hillcrest, 3650

Physical Address: 1 Lucas Drive, Hillcrest, 3610

Email Address : info@theunlimited.co.za

Fax Number : 086 242 7823/086 674 8138

- 5.2.2. For the **ACCIDENT CASH BENEFIT**; if an insured person is admitted into a hospital for 3 days or longer, you must provide us with a letter from the doctor who is treating the insured person. That letter must contain at least the following information: the date and time of the insured person's admission into, and discharge from, the hospital; contact details of the hospital; the final diagnosis of the accidental injury/s and the reason for the time spent in hospital; all medication and treatment administered to the insured person; details of any procedures the insured person underwent; the long-term prognosis for the insured person's injuries.
If you have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,000.00 from all policies combined. We shall not be liable to pay or contribute more than our pro rata portion of the maximum payable daily limit, subject to the maximum limit provided by this policy or whichever is the lesser.
- 5.2.3. If the person we have to pay ("the beneficiary") does not live in South Africa:
 - 5.2.3.1. the insurer may make payment into a foreign bank account;
 - 5.2.3.2. the beneficiary will need to meet any requirements of the insurer; and
 - 5.2.3.3. the claim will be paid to the value of the Rand amount and subject to any requirements made on the insurer both by South African law and the laws of the country where the bank account is held.
- 5.2.4. Neither we nor the insurer will be responsible for meeting any legal requirements the beneficiary must meet to receive payment of a claim in South Africa or another country.
- 5.2.5. If the insurer declines your claim; then you have 90 days from the date of the decision to challenge the insurer's decision on a claim by writing to us with reasons. If the insurer's decision remains unchanged, and you want to start a legal process, you have an additional 180 days to do so or your claim will lapse.
- 5.2.6. Failure to submit a fully completed Claim Form and all requested documentation within 30 days of the insured event may result in Your claim being regarded as not taken up by the insurer and your claim will lapse.
- 5.2.7. All costs incurred in submitting a claim are for Your account.
- 5.2.8. There are some more important details on how to claim in the **STATUTORY AND FAIS DISCLOSURE NOTICE** attached to this policy.

6. WHO WILL WE PAY?

- 6.1. We will pay you, by payment into your South African Bank Account. If you have died, we can pay your spouse or the executor of your estate or Beneficiary **BUT** they will need to give us proof of their status (for example, identity details or letters of executorship). Payment to any of them will discharge Our liability.

7. WHEN WILL WE NOT PAY A CLAIM (General Exclusions)

- 7.1. We will **NOT** pay a claim:
- 7.1.1. if you participate in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack/activity;
 - 7.1.2. loss as a direct result of nuclear reaction or radiation;
 - 7.1.3. for any events that occurred before we receive your first premium payable in terms of this agreement or if you fail to pay any premium on or before the due date for payment;
 - 7.1.4. if your claim is because of your attempt to commit or willingly involving yourself in an unlawful act, dangerous conduct, self-inflicted harm, riot, civil unrest and/or substance abuse (for example, drugs and alcohol);
 - 7.1.5. if you have committed fraud, or you have not told us the truth or you have not given us all your correct details including about your health (now or when you claim); and
 - 7.1.6. if you fail to pay any premium on or before the due date for payment, subject to 8.3 below.

- 7.2. In addition to the above general exclusions, We will NOT pay a claim:

- 7.2.1. For the **Death Benefit** benefit:

if your death or the death of an insured person is caused directly or indirectly because of a pre-existing condition that relates to the claim. This is a condition you had or have before the Start Date and includes any pre-existing illness, infirmity or congenital disorder (whether mental or physical). **Examples of death caused by pre-existing conditions:**

The insured person is treated or should have been treated for hypertension by a doctor BEFORE the Start Date of this Policy (this is a pre-existing condition) and dies of a stroke, seven months AFTER the Start Date of the Policy. The hypertension is the cause of the stroke. The Insurer can reject the claim.

The insured person is treated or should have been treated by a doctor for diabetes BEFORE the Start Date of this Policy (this is a pre-existing condition) and dies of heart disease nine months AFTER the Start Date of the Policy. The diabetes is a cause of the heart disease. The Insurer can reject the claim.

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

- 7.2.2. For the **ACCIDENT CASH** benefit:

- 7.2.2.1. if your injuries are treated in a 'casualty unit', or if you are or should be an outpatient or a day case at a hospital;
- 7.2.2.2. if additional treatment and/or where treatment of another medical condition/medical complication caused and/or prolonged your admission to hospital; and
- 7.2.2.3. if your treatment was for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries and/or for any planned procedure (as examples, pregnancy related treatment or operations), congenital, mental or psychological conditions.

8. GENERAL TERMS AND CONDITIONS

- 8.1. From time to time we may in our sole and absolute discretion offer to increase your Cover at no additional cost to you. We will notify you of any increased Cover by SMS to the number you have on record with us.
- 8.2. We will only provide Cover for people whose names and birth dates you have given us. They must be South African citizens or have residential rights in South Africa.
- 8.3. If we can't deduct the premium from your bank account (for example, if you don't have funds) you will not be covered. To allow us to restore your Cover you agree that if we cannot collect the premium from your bank account in any given month, we can try and collect from your account for the next three months. If we successfully debit your bank account again the date of that collection will be the new policy Start Date. Any bank charges incurred as a result of the above will be for your own account. You will not have cover for the unpaid months.

- 8.4. There is a 15-day grace period from the date your premium was due within which you can make payment to ensure you have Cover. Please note that the 15 days' grace period is only effective from your second month of insurance following your initial Start Date.
- 8.5. Unless previously cancelled by reason of Your membership of The Unlimited family terminating, you can cancel your policy at any time.
- 8.6. We can change or cancel this policy at any time including the insurance benefits, but we will send you at least 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.

9. FOR COMPLAINTS AND COMPLIANCE

- 9.1. It is important to us that you are happy with your Cover. If you are unhappy with us or your policy, please contact us and give us a chance to see if we can set things right - **0861 990 000**.
- 9.2. If you are still not happy and it is about your **COVER**, then:
 - 9.2.1. the insurer would like to hear from you. Their details are in the attached STATUTORY AND FAIS DISCLOSURE NOTICE; and if this still hasn't helped, this policy is regulated by the FAIS OMBUD and the LONG-TERM INSURANCE OMBUD. Their details are also in the STATUTORY AND FAIS DISCLOSURE NOTICE.
- 9.3. **If you want to cancel this Policy, you can call us on 0861 990 000.**

10. WHAT DO THESE WORDS MEAN?

- 10.1. "**accident**" means an unexpected but insured event caused only by violent and/or accidental, external, physical and visible means, which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
- 10.2. "**accident cash benefit**" means the Cover payable by the insurer in the event of you or any insured person covered under the policy being admitted to hospital as a direct result of an accidental injury.
- 10.3. "**accidental death**" means the death of an insured person as a direct result of an accident. In cases of accidental death, a post-mortem and an inquest are to be held.
- 10.4. "**accidental injury**" means an injury sustained as a direct result of an accident which causes you or any other insured person to be admitted by a doctor to a hospital for a period of 24 hours (or more) in a row and which injury could not have been attended to as an out/day patient or at home.
- 10.5. "**acquired immune deficiency syndrome/AIDS**" has the meanings assigned to them by the World Health Organisation and includes, without limitation, Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus ("HIV"), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV.
- 10.6. "**additional dependant/extended family members**" means any person, whose names and dates of birth you have provided to us, who is financially dependent on you. They must be a member of your family through blood or by a recognised legal relationship. As examples, your children, your stepchildren, your aunt or parents-in-law.
- 10.7. "**additional treatment**" means any and all treatment you or any other 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 are covered.
- 10.8. "**children/child**" means your biological children, stepchildren, adopted children and children who are related to you by blood where you are their primary caregiver because the biological parents are deceased or have absconded. The Child should normally live with you, be financially dependent on you and under the age of 21.
- 10.9. "**death benefit**" means the Cover payable by the insurer in the event of your or any other insured person's death (natural or accidental) from any cause not excluded in the policy.
- 10.10. "**hospital**" means a place that holds a license to provide treatment for sick or injured persons as inpatients, with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.
- 10.11. "**insured event**" means an insured person's admission to hospital because of an accidental injury or death from any cause not excluded in this policy.

- 10.12. **"insured person"** means you, your spouse and/or your children or any person who is covered under the insurance policy.
- 10.13. **"medical emergency"** is when you become sick or injured unexpectedly which becomes life threatening and where you need medical transportation urgently to the nearest most appropriate hospital.
- 10.14. **"natural death"** means the death, from any cause not excluded, of an insured person as a direct result of a medical condition/illness (e.g. cancer, stroke or heart attack). In cases of natural death an inquest is not held.
- 10.15. **"pre-existing condition"** means a condition (for example, mental, physical injury and illness) which existed prior to the original inception (Start Date) of your Cover or reinstatement or reissue date of your policy and for which you have (or should have) been to a doctor for treatment. This condition would not have a short-term cure (for example, an acute condition like a cold or flu), and needs ongoing treatment or medicine (for example, a chronic condition like hypertension, diabetes, cancer, heart condition, congenital or HIV/AIDS and related illnesses).
- 10.16. **"premium"** means the monthly amount payable to the insurer for the cover.
- 10.17. **"spouse"** means a person to whom you are married by civil law, tribal custom or in terms of any religion. A spouse also includes your life partner who normally lives with you in South Africa.
- 10.18. **"waiting period"** means the period specified in this policy during which we need to collect a specified number of successful fees from you before you are entitled to claim under the policy, calculated from the Start Date.
- 10.19. **"we"** means The Unlimited Group (Pty) Limited. We provide intermediary and binder services in respect of this policy.
- 10.20. **"you"** means the policyholder under this policy.

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

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

1. DETAILS OF THE INTERMEDIARY (BINDER HOLDER)

Company Name: **The Unlimited Group (Pty) Ltd**
(The Unlimited)

Physical Address: 1 Lucas Drive, Hillcrest, 3610

Postal Address: Private Bag X7028, Hillcrest, 3650

Telephone Number: 0861 990 000

Fax Number: 021 883 8005/0865 009 307

Email Address: info@theunlimited.co.za

Website: www.theunlimited.co.za

Company
Registration Number: 2002/002773/07
FSP License Number: 21473
VAT Number: 4360161139

Details of FAIS Compliance: Moonstone Compliance

Compliance Officer: Ms CL Ingle
Postal Address: PO Box 12662, Die Boord, Stellenbosch, 7613
Telephone Number: 021 883 8000
Fax Number: 021 883 8005
Email Address: cingle@moonstonecompliance.co.za

2. DETAILS OF THE INSURER

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

Company Name : **Santam Structured Life Limited**
Physical Address : 7th Floor, Alice Lane Building 3, c/o Alice Lane & 5th Street, Sandton, 2196
Postal Address : P.O. Box 652659, Benmore, 2010
Telephone Number : 0860 762 745 or 011 685 7600
Fax Number : 011 784 9858
Website : www.santam.co.za
Company
Registration Number : 2002/013263/06
FSP License Number : 1026
VAT Number : 4100149816

Details of Compliance Department:

Telephone number : 0860 762 745/011 685 7600
Email address : SSL.compliance@santam.co.za

3. THE INTERMEDIARY AND BINDER HOLDER

| | | |
|----|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Conflict of Interest | In accordance with our conflicts management policy, we place a high priority on our clients' interests. We will endeavour to identify, manage and as far as reasonably possible avoid any such instances. Our conflict of interest policy is available on our website at www.theunlimited.co.za . |
| b. | Insurance Cover | The Unlimited holds professional indemnity and fidelity insurance. |
| c. | Basis of Advice | The Unlimited does not provide Advice as defined in the FAIS Act as a feature of its business. In order to ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, we strongly recommend that you request all the necessary documentation and information you feel necessary for you to make an informed choice; before you make a final decision. |
| d. | Written mandate to act on behalf of insurer | Yes. The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the insurer. |
| e. | Consequences of non-payment of premium | You are required to pay the premium as agreed and in accordance with the payment terms reflected in your policy schedule. The consequences of non-payment of the Premium will be that cover will lapse (i.e. you will not be covered). You will be entitled to a grace period of 15(fifteen) days after the due date (except in the first month) in which to pay your premium. Kindly note that such provision for 15(fifteen) days grace will only apply with effect from the second month of the currency of the policy. |
| f. | Whether more than 10% of the insurer's shares are held or whether more than 30% of total remuneration was received from the insurer | The Unlimited does not hold more than 10% of the insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the insurer. |

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| g. | Binder fees and of commissions earned | The Financial Services Provider earns a maximum of 50% of the gross written premium payable monthly as a Binder fee. The Unlimited earns the statutory regulated commission up to, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act. |
| h. | Extent of premium obligations you assume as policyholder | The premium for Cover under these Policy Benefits is: R58.58pm . If you include additional dependants on this Policy, there will be an additional R0.28 per Adult Dependant added to the above premium. |
| i. | Manner of payment and due date of premiums | See Insurance Policy and/or Master Agreement. Due Date is as agreed by customer at time of acceptance (on your call log or Application form). |
| j. | Policy | The policies written constitute Long-Term insurance policies. |
| k. | Waiver of Rights | The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void. |
| l. | Financial Intelligence Centre Act (FICA) | Please note that in terms of the Financial Intelligence Centre Act, Santam Structured Life Limited as well as The Unlimited, is obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities. |
| m. | Legal Status | <p>The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP21473).</p> <p><u>Licence limitations, restrictions:</u></p> <p>We must inform the Registrar of any business information change within 15-days.</p> <p>We must maintain a list of all our Key Individuals and Representatives and We must provide a copy of the register to the Registrar.</p> <p>We accept responsibility for services provided by our representatives and confirm that some services are rendered under supervision – Please refer to the FSCA's webpage to view a full list of our representatives.</p> <p>Steps to follow:</p> <ol style="list-style-type: none"> 1. Go to "www.fsca.co.za" 2. Click on "Regulated Entities" 3. Under the heading "Regulated Entities and Persons" click on "FAIS" 4. Click on "Financial Service Providers" 5. Insert our FSP Number 21473 in the field "Search for FSP No" 6. Click on "Details" and select the information that you wish to view. |

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| | <p>We may not provide business under a name not changed in accordance with the provisions of the FAIS Act.</p> |
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| | <p>Our products must qualify as financial products, as contemplated by the FAIS Act.</p> |
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| | <p>We are licensed to provide intermediary services in respect of category 1.1, 1.3 and 1.20.</p> |
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4. HOW TO AMEND/CANCEL YOUR POLICY OR REQUEST INFORMATION

Please contact us on **0861 990 000** should you wish to amend your policy, take out additional cover, cancel your policy or require further information.

Alternatively, you may use the following channels to communicate with us:

Postal Address : Private Bag X7028, Hillcrest, 3650

Email Address : info@theunlimited.co.za

Fax Number : 086 242 7823/086 674 8138

5. HOW TO CLAIM

Should you wish to claim, please call us on **0861 990 000** and we will provide you with the necessary claim forms and a list of information/documents that we require. You must notify us **within 30 days** of your claim arising and provide us with all the documentation and information we ask for so that we can accurately assess your claim. Claim documentation can be sent to us via any of the following channels:

THE UNLIMITED – CLAIMS DEPARTMENT

Postal Address : Private Bag X7028, Hillcrest, 3650

Physical Address : 1 Lucas Drive, Hillcrest, 3610

Email Address : info@theunlimited.co.za

Fax Number : 086 242 7823/086 674 8138

IMPORTANT: Please ensure that all documents/information requested is comprehensive/complete as we cannot finalise a claim without this information, failure to provide us with the required claim validation information could result in the insurer rejecting the claim. Please note that all copies of Identity Document's submitted must be certified.

Should you wish to dispute the rejection of a claim, you are entitled to make representation to the insurer within **90 days** of such decision. If the insurer still declines your claim and you want to approach the relevant Ombud or start a legal process, you have an additional **180 days** to do so or your claim will lapse. Please send in writing, with full motivation for your claim rejection review, for the attention of The Market Conduct Officer (Santam Structured Life Limited):

Postal Address : P.O. Box 652659, Benmore, 2010

Email : SSI.rejections@santam.co.za

Telephone Number : 011 685 7600/0860 762 745

Facsimile Number : 011 784 9858

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

6. HOW TO SUBMIT A COMPLAINT

Step 1: Initial Complaints Process

If you have a complaint about this policy or our service in general, you can write to us at info@theunlimited.co.za or call our Customer Care line on **0861 990 000** or **031 716 9600** or fax us on **0865 009 307**.

Step 2: Dispute Resolution Process

Should the outcome of your complaint not be in your favour then you have the right to request The Unlimited to have the matter reviewed:

- a. We will treat such request as a dispute of complaint submitted;
- b. 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
- c. When a decision has been reached you will be provided with the outcome of such decision in writing with reasons for the decision reached.

Step 3: Representation to The Insurer

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

The Market Conduct Officer:

Telephone: 011 685 7600/0860 762 745

Email: SSL.Rejections@santam.co.za (Dispute of Rejection)

Email: SSL.Complaints@santam.co.za (Complaint)

Step 4: External Dispute Resolution

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

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

Ombudsman for Long-Term Insurance

Postal Address: Private Bag X45 Claremont, Cape Town, 7735

Fax number: 021 674 0951

Telephone number: 021 657 5000

Share call number: 0860 726 890

Email: info@ombud.co.za

Website : www.ombud.co.za

The Financial Advisory and Intermediary Services (FAIS) Ombudsman

If you are not satisfied with the way the product was sold to you or the disclosures that were made to you, you may submit your complaint in writing to the FAIS Ombud at:

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

Physical Address: Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, cnr of Lynnwood Road and Sussex Avenue, Pretoria, 0081

Telephone number: 012 470 9080 or 012 762 5000

Fax number: 012 348 3447 or 012 470 9097

Email: info@faisombud.co.za

Website: www.faisombud.co.za

The Financial Sector Conduct Authority (FSCA)

Postal Address: P.O. Box 35655 Menlo Park, 0102

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

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

Fax: 012 347 0221

Email: info@fsc.co.za

Website: www.fsc.co.za

7. OTHER IMPORTANT MATTERS

- You must be informed of any material changes to the information referred to herein. If the information was given orally, it must be confirmed in writing within 30 days.
- If any complaint to the Financial Services Provider or the insurer is not resolved to your satisfaction, you may submit the complaint to the Long-Term insurance Ombudsman or the FAIS Ombud.
- If your premium is paid by means of debit order:
 - o It may only be in favour of one legal entity or person and may not be transferred without your approval; and
 - o The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel cover.
- Your insurer must give reasons for the rejection of your claim.
- Your insurer may not cancel your insurance merely by informing your Financial Services Provider. There is an obligation to make sure that the notice has been sent to you. You are entitled to a copy of the policy documents free of charge.
- You are entitled to a copy of the voice log of the sale.

- Polygraphs or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention on 0861 990 000.
- Your policy documents contain the name, class and type of policy, special terms and conditions, exclusions, waiting periods as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

8. WARNING

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

9. PROTECTION AND SHARING OF PERSONAL INFORMATION

In terms of South African law, Your insurer/underwriter may reveal or share information in order to prevent fraud and to issue Your policy fairly.

It is recorded that information relating to the parties to this Long-Term Policy Agreement ("agreement") or to persons whose interests are protected by this agreement may be processed for the conclusion or performance of this agreement, or to protect those interests, or to comply with legal obligations, or this agreement will be stated in the Policy.

THE POLICYHOLDER ("YOU") HEREBY WARRANT AND UNDERSTAND THAT THE INSURER ("WE") AND THE UNLIMITED, INCLUDING OUR AUTHORISED REPRESENTATIVES MAY:

9.1.1. Collect Information:

- a. We, including our authorised agents, advisors, partners and service provider/contractors may collect information from You directly; from Your usage of our products and services; from Your engagements and interactions with Us; from public sources, shared databases and from third parties.
- b. You hereby waive Your right to privacy with regard to Your insurance/claim and credit information obtained by Us or our authorised agents, advisors, partners and service provider/contractors.
- c. You acknowledge that any insurance information provided by You may be stored in a shared database and used, as well as for any decision pertaining to the continuance of Your policy or the meeting of any claim You may submit. You agree that such information may be given to any insurer or its agent and Our authorised agents, advisors, partners and service provider/contractors.
- d. You acknowledge that the Information may be verified against legally recognised sources or databases.
- e. Your information will be confidential and will be processed in accordance with this warranty, it is necessary to conclude or perform in terms of the contract with You; the law requires it, or our or a third parties lawful interest is being protected or pursued.
- f. We, including our authorised agents, advisors, partners and service provider/contractors, may process Your information. Information includes amongst others information regarding Your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifier, social media profile, physical or mental health, disability, pregnancy, biometric information (like fingerprints, Your signature or voice), race or ethnic origin, trade union membership, political persuasion, financial history, criminal history and Your name.
- g. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- h. You must be authorised to provide any personal information of third parties to Us. In doing so You indemnify Us, including our authorised agents, advisors, partners and service provider/contractors, against any and all losses by or claims made against it as a result of You not having the required authorisation.

9.1.2. Process Your information for the following reasons (amongst others):

- a. To enable Us to underwrite policies and assess risks fairly.
- b. To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- c. To detect, prevent and report theft, fraud, money laundering and other crimes.
- d. To enforce and collect on any agreement when You are in default or breach of the agreement terms and conditions, like tracing You or to institute legal proceedings against You.
- e. To conduct market and behavioural research, including scoring and analysis to determine if You qualify for products and services.
- f. To develop, test and improve products and services for You.
- g. For historical, statistical and research purposes.
- h. To process payment instruments (like a cheque) and payment instructions (like a debit order).
- i. To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
- j. To do affordability assessments, credit assessments and credit scoring.
- k. To manage and maintain Your insurance policy or relationship with Us.
- l. To disclose and obtain information about you from credit bureau regarding Your credit history.
- m. To enable You to participate in the debt review process under the National Credit Act 34 of 2005, where applicable.
- n. For security, identity verification and to check the accuracy of Your information.
- o. To communicate with You and carry out Your instructions and requests.
- p. For customer satisfaction surveys, promotional and other competitions.
- q. To market to You or provide You with products, goods and services.
- r. To carry out actions for the conclusion or performance of Your policy/ claim.
- s. To protect Your legitimate interests and to pursue Our legitimate interests or of a third party to whom Your information is supplied.
- t. We can process Your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
- u. We may process Your information using automated means (without human intervention in the decision making process) to make a decision about You or Your application for any product or service. You may query the decision made about You.

9.1.3. Share Your information with the following persons (amongst others) whom has an obligation to keep Your information secure and confidential:

- a. Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
- b. Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act 34 of 2005.
- c. Payment processing services providers, merchants, banks and other persons that assists with the processing of Your payment instructions.
- d. Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
- e. Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
- f. Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that We under the law have to share Your information with e.g. Credit bureau.
- g. Our partners, service providers, agents, sub-contractors and other persons We use to offer and provide products and services to You.
- h. Persons to whom We cede our rights or delegate our obligations to under agreements.

YOUR RIGHTS

You have the right to access the information We have about You by contacting the Insurer or The Unlimited at the contact details provided above.

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