

Unlimit Your Life.

# THE UNLIMITED

\*underwritten by Santam Structured Life Limited

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

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# 1. Starting, renewing and ending benefits

- 1.1. Subject to your consent, you will qualify for a no obligation Accidental Injury Cash Benefit, as underwritten by our insurer and payable by us to you.
- 1.2. Unless this offer ends for any reason, your cover is from the first day you accept the offer, and cover is confirmed by a SMS that we send to you on the contact number you have provided to us, for a period of 12 consecutive months only; following which the benefit will cancel without any further notice to you.
- 1.3. We may amend or terminate this Agreement at any time by any means We select as valid publication of the amendments or termination which will be effective 31 days after publication; unless immediate cancellation is required by law, fraudulent activity or misrepresentation.
- 1.4. You also authorise The Unlimited to notify You of any amendments or termination via SMS

## 2. Accidental Injury Cash Benefits

- 2.1. You qualify for up to R100,000.00 Accidental Injury Cash Benefit. We will pay R1 000.00 cash per day for up to 100 days if you are admitted to hospital for a full day (24 hours long) because of an injury you sustained in a motor vehicle collision (accidental injury cover) which happened on a direct route to or from work.
- 2.2. You only qualify for these benefits within the borders of South Africa.
- 2.3. The accident benefit may only be claimed by you for injury to yourself.
- 2.4. The benefit is paid subject to the terms, conditions and exclusions in this document

#### 3. When can this Benefit be claimed?

- 3.1. If You are hospitalised as a direct result of an injury sustained in a motor vehicle collision (a motor vehicle collision is a single incident between two or more motor vehicles that collide and where there is an unplanned impact between the motor vehicles concerned, causing damage to the motor vehicles involved and bodily injuries to the persons being transported in the said motor vehicles) on a direct route (a direct route is the shortest (in distance) operated route between two points, being the official of residence and work, involving no stopovers/interruptions (unless for short time periods to switch mode of transport during the direct commute) you can claim.
- 3.2. Claims can only be made for the accident cash benefit if you are admitted into a hospital for a full day (24 hours) or longer.

#### 4. How can you claim?

- 4.1. If you are hospitalised as a direct result of an injury sustained in a motor vehicle collision, you can claim the benefit by calling us on 0861 990 000. We, The Unlimited, will then notify our insurer of our claim against our policy.
- 4.2. We will require certain information to submit to our insurer to settle the claim (e.g. hospital documents, SAPS collision report and a letter from your HR department confirming your employment and indicating you were or were not expected on duty on the incident date). If you do not provide the information, the insurer cannot pay out the claim. We or

the Insurer may request additional information of you and your treating doctor/s or ask an independent medical practitioner to assess your claim before it can be approved. Failure to provide such information or submit to a further assessment may result in your claim not been approved.

- 4.3. The Benefits will only be considered for payment if:

  a. We are informed immediately about the motor vehicle collision and
  - hospital admission; and
    b. All information and documents requested by our Insurer and/or by Us, including fully completed claim forms, are received by Us, within 30(thirty) days of the request.
- 4.4. Failure to submit a fully completed Claim Form and to provide all requested information and documents, may result in Your claim being rejected by our Insurer.
- 4.5. All costs incurred in submitting a claim are for Your account.
- 4.6. The details of the incident, the motor vehicle collision, that are required to be reported to the SAPS, must be provided to Us in the form of an official SAPS report and must include the unique case number (CAS Number) assigned by the SAPS. The incident must be reported to the SAPS before a
- claim can be lodged.
  4.7. The Benefits will be paid to You.
- 4.8. The Insurer will pay the Benefits on our behalf into your South African bank account.
- 4.9. The Insurer will not pay interest on any Benefits.
  4.10. If the Insurer rejects a claim, you must prove that the claim should be
- accepted.
  4.11. Disputed claims:
  - a. After the Insurer informs Us in writing that a claim has been rejected, we will inform you in writing ("the Notice"), You have 30 days from the date specified in that Notice to make written representations to Us.

# General Exclusions (which means that the following will NOT be covered in terms of the Benefits):

- 5.1. Participation in or the attempt to commit or willful involvement in any unlawful act (this can include, as an example, where you drive without a valid licence), any dangerous conduct, putting yourself in dangerous situations, self-inflicted harm and/or substance abuse (for example, drugs, medication and alcohol):
- 5.2. Participation in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
- 5.3. Loss which is a direct result of nuclear reaction or radiation;
- 5.4. Acts of fraud or dishonesty, misrepresentation or you have not told us the truth or you have not given us all material information throughout the lifetime of the policy;
- Injuries treated in a 'casualty unit', or on an outpatient basis or a day case at a hospital;
- 5.6. Additional treatment and/or treatment of another medical condition/ medical complication caused and/or prolonged Your admission to hospital:
- 5.7. We will also not pay you if you are hospitalised as a result of an illness, for planned procedures, observations purposes, pregnancy related conditions, mental, congenital or inherited conditions.
- 5.8. Treatment 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 procedures, pregnancy, and for treatment
- for congenital, mental or psychological conditions;
  5.9. Any event occurring whilst not on a direct route to or from work;

- 5.10. You not at the time of the motor vehicle collision being a passenger in or the driver of one of the motor vehicles involved in the collision and the injury was not caused directly because of the motor vehicle collision; and
- 5.11. No cover can be provided and our insurer and us will not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

We will further have the right, at our own discretion, not to provide cover or to void and/or cancel any insurance policy, section and/or item or live assured upon the disclosure by you of such activities as mentioned above, or should we become aware of any breach of the Sanctions Exclusion.

Any questions? Call us on 0861 990 000, we are here to help you.

#### KEY INFORMATION

#### PLEASE NOTE:

- This serves as evidence of the fact that you have agreed to the cover provided.
- This benefit is not a medical scheme and the cover is not the same as that of a medical scheme. This benefit is not a substitute for medical scheme membership.
   This benefit is not a funeral policy.
- You are a beneficiary to our insurance policy as underwritten by our Long-term Insurer, Santam Structured Life Limited, a registered life insurer and an authorised financial services provider.
- You must read this and keep this document safe.
- You can call us at any time on **0861 990 000**. You can also contact us on:
- Facebook (look for The Unlimited);
- Twitter (our handle is @theunlimited); find us on
- in LinkedIn as theunlimited; or
- on our Website www.theunlimited.co.za.

| a. | When will<br>Benefits be<br>Available | <ul> <li>As soon as we have sent you a SMS notification confirming the cover, you will be covered [Cover Start Date]; subject always to the terms and conditions as set out above.</li> <li>Please note that this policy, is for a period of 12 consecutive months only. Cover will end automatically 12 months from the date you received the SMS notification (above). For example, we sent the SMS notification on 5 June 2019, your cover on this policy will end on 4 June 2020.</li> </ul>  |  |
|----|---------------------------------------|---|--|
| b. | Cancellation<br>of Benefits           | this policy will end on 4 June 2020.  • You are under no obligation to accept this offering. You can cancel Your benefit at any time; there are no early termination penalties.  • The insurer can cancel our Policy or any Benefits provided:  - immediately in writing for fraudulent or dishonest actions; or  - after 31 days' notice.  • Please contact us on 0861 990 000, should you wish to cancel your benefits 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: 0865 009 307 |  |
| C. | Premiums<br>Payable                   | You have NO premium obligations; NO premium is payable by you.     We pay a premium of R0.88c per month per life insured to our insurer for the beneficiary cover provided to you.  |  |

| d. | Your<br>Obligation<br>to Monitor/<br>Review and<br>Update | It is important that We have Your current contact number (cell phone number), email address, physical and/or postal address on record. If any of Your contact details change, You must let us know as soon as possible because We will always communicate with You using Your last known details.  Please contact us on 0861 990 000, should you wish to amend or update 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:  0865 009 307 |  |
|----|---|--|--|
| e. | How will we<br>communicate<br>with You                    | An SMS to the cellphone number You provided us with will be the agreed method of giving You any notice required by this policy or by law and our main method of communication will be by SMS to that number.  Alternatively, We will send You an email, letter or We will give You a call if that is Your preferred method of how We communicate with You. Let us know.  |  |

# DETAILS OF THE INTERMEDIARY (BINDER HOLDER) AND MAIN POLICYHOLDER

Company Name: The Unlimited Group (Pty) Ltd

(The Unlimited)

Physical Address: 1 Lucas Drive, Hillcrest, 3610
Postal Address: Private Bag X7028, Hillcrest, 3650

Telephone Number: 0861 990 000

Fax Number: 0865 009 307
Email Address: info@theunlimited.co.za
Website: www.theunlimited.co.za

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

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: <u>cingle@moonstonecompliance.co.za</u>

#### **DETAILS OF THE INSURER**

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

Company Name: Santam Structured Life Limited

Physical Address: 7<sup>th</sup> 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

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 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 van Diggelen
Email: theresa@compliserve.co.za

Telephone Number: 087 897 6970

#### HOW TO SUBMIT A COMPLAINT

## Step 1: Initial Complaints Process

If you have a complaint about this benefit or our service in general, you can write to us at <a href="info@theunlimited.co.za">info@theunlimited.co.za</a> or call our Customer Care line on 0861 990 000/031 716 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;
- 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, by addressing your concerns to:

#### The Market Conduct Officer:

Telephone: 011 685 7600/0860 762 745 Email: <u>SSL.Rejections@santam.co.za</u>

(Dispute of Rejection)

Email: <u>SSL.Complaints@santam.co.za</u> (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

Physical Address: 3<sup>rd</sup> Floor, Sunclare Building, 21 Dreyer Street, Claremont,

Cape Town, 7700

 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, c/o Lynnwood & Sussex Avenue, Pretoria, 0081

Telephone number: 012 470 9080 or 012 762 5000 Fax number: 012 348 3447 or 012 470 9097

Email: <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website: <a href="mailto:www.faisombud.co.za">www.faisombud.co.za</a>

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

aruens, Extension o, Menio Fark, Fretoria, 0001

012 428 8000 or 0800 110 443/0800 202 087

 Fax:
 012 347 0221

 Email:
 info@fsca.co.za

 Website:
 www.fsca.co.za

Telephone:

#### 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:

#### 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.
- 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.
- 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.

# We process your information for the following reasons (amongst others), and you consent to us doing so:

- a. To enable Us to underwrite policies and assess risks fairly.
- 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.
- 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.
- To process payment instruments (like a cheque) and payment instructions (like a debit order).
- To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
- i. To do affordability assessments, credit assessments and credit scoring.
- k. To manage and maintain your insurance policy or relationship with Us.

- To submit your information to, and obtain information about you from credit bureau regarding your credit history and to market other products and services to you even after this agreement ends.
- 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.

# 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.