

# ALL YOUR PRODUCT BENEFITS UNPACKED.

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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 benefits are underwritten by Santam  
Structured Life Limited (Reg. No.: 2002/013263/06)

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## THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

Please read this Membership Agreement carefully and ensure that it is appropriate to your needs. If not, please contact us.

### 1. WHO IS PART OF THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT?

- 1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have given us and who we have agreed to include as members and for whom you are paying a fee. 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 any insurance cover you have.

### 2. THE FEE AND PREMIUM

- 2.1. **The fee entitles you to membership of The Unlimited Family and is the total amount you pay each month for all your membership costs and chosen benefits.**
- 2.2. **In return for the fee, we negotiate rates and terms with service providers on your behalf and arrange insurance cover for you. Payment of the fee also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.**
- 2.3. **If you also have an insurance policy, the fee includes the premium, which is the amount payable by us to the insurer for the insurance cover. The premium will be disclosed separately on your policy or endorsement.**
- 2.4. **The fee includes any additional amounts you pay us for additional benefits you buy, including additional premiums for endorsements to your policy.**
- 2.5. The fee is inclusive of VAT and is payable in advance.
- 2.6. The Unlimited makes use of DebiCheck to collect the fee. DebiCheck is a debit order collection and tracking system that allows us to process your debit on or near your salary payment date, which improves the likelihood of a successful debit order collection.
- 2.7. It is your responsibility to pay your total monthly fee on the due date. If we can't deduct the fee from your bank account (for example, if you don't have funds), you will not be able to use any of your benefits. To allow us to restore your benefits, you agree that if we cannot collect the fee, including premium, from your bank account in any given month, we can at our discretion try and collect from your account a further 3 times. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred as a result of failed collections will be for your own account.
- 2.8. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we will, subject to the provisions of point 2.7 above, resubmit the debit order mandate for collection in the month following the dispute/s.

### 3. OTHER IMPORTANT INFORMATION

- 3.1. You:
  - a. agree and want to be a party to this membership agreement; and
  - b. agree that any personal information provided to us, including that of minor children, will be collected and used to allow us to fulfil our obligations to you in terms of this agreement. In addition, you agree that this personal information may be shared internally or externally with our authorised departments, the Insurer or other third parties for business obligations or legal requirements. Please contact us should you have any objections.
- 3.2. You agree that we can market other products and services to you **even after this agreement ends** and share market innovations with you. You also agree that we can submit your information to, and receive information

about you from, credit institutions (such as credit bureau) 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 as well as offering goods and services to you.


- 3.3. Your membership benefits will be set out in the product-specific documents we send you. Those documents must be read together with, and shall form a part of, this membership agreement.
- 3.4. You must be under the age of 65 to enter into this membership agreement. The membership agreement will automatically end when you turn 70 **(please remember to tell us immediately)**; or immediately on the death of the main member..
- 3.5. Any membership benefits that apply to your dependants will also end should this membership agreement end for any reason or when your dependants:
  - a. in the case of children turn 21; and
  - b. in the case of adults, turn 70.We will tell you when this happens.
- 3.6. This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
- 3.7. You can only use your benefits for events occurring in South Africa.
- 3.8. You can cancel at any time. Give us a call so we can assist you. There is a cooling-off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF YOU HAVE NOT USED** any of the benefits.
- 3.9. We will communicate with you via SMS, WhatsApp, email or letter. If you have a preference about how we communicate with you, please tell us.
- 3.10. **We may change the amount you pay in respect of the fee or the date on which you pay. For example, if you buy additional membership or insurance benefits from us, or annually if we do a price increase.**
- 3.11. It is important that we always have your latest contact number (cell phone), email, physical and/or postal address. **If any of your contact details change, please tell us immediately.**
- 3.12. We can cancel this membership agreement, including all the benefits you have with us:
  - a. immediately by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
  - b. immediately if you do not pay the fee each month; or
  - c. on 31 days' notice in writing for any other reason (or any other period we agree or that is set out in this agreement).
- 3.13. In the event of any fraud, mis-description, misrepresentation or non-disclosure of material facts we reserve the right, at any time, to void or cancel your membership or reject any claim with immediate effect or declare the membership null and void from inception.
- 3.14. Your use of your benefits is always subject to the terms of this membership agreement as well as any insurance policy, schedules, statutory notices, amendments and endorsements.

#### 4. WE WOULD LOVE TO HEAR FROM YOU

You can get in touch with us in the following ways:

-  on Facebook, find us as The Unlimited;
-  on our Twitter handle, find us on @theunlimitedza;
-  on LinkedIn, look for us as theunlimited;
-  ALSO, check out our website: [www.theunlimited.co.za](http://www.theunlimited.co.za);

OR

-  Call us on 0861 990 000.

## **5. WHAT SERVICES BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?**

- 5.1. For paying your monthly fee you get:
  - 5.1.1. Legal Assistance benefits; and
  - 5.1.2. Life Insurance cover.
- 5.2. You are entitled to use this service after payment of your first fee, and subject to the payment of all fees thereafter (subject to the terms and conditions).

## **6. LEGAL ASSISTANCE BENEFITS**

- 6.1. The Legal Assistance Helpline is a telephonic legal assistance service manned by qualified attorneys. Attorneys will assist you with your legal rights and how to enforce them – including on the following matters: matrimonial; property; constitutional issues; consumer matters; criminal matters including bail assistance; furnishing of standard wills; assistance and documentation with 'self-help services' e.g. small claims court, unopposed divorces, registration of companies etc.
- 6.2. You will be provided with pro-forma documents where applicable.
- 6.3. The Legal Assistance Helpline is available 24 hours a day 7 days a week to assist with bail related matters, however legal assistance on other matters will be provided from Monday to Friday during office hours.
- 6.4. You are also entitled to a free 30-minute consultation per case with an attorney should the attorney that has been assigned to you be unable to resolve the matter telephonically.
- 6.5. The Legal Assistance Helpline can be accessed on the following number: 0861 990 000
- 6.6. Legal assistance will not be provided on matters relating to you carrying on a business, any venture for gain or transaction or undertaking where there is a profit motive.

## **7. WHAT INSURANCE DO YOU GET AND WHEN?**

- 7.1. See Life Cover (Death Cash Benefit) and All Your Payments Back On Your Death Benefit below, which we take out for you as soon as you pay your first membership fee.
- 7.2. You pay The Unlimited the membership fee and we pay the premium on your behalf. Any refund of premium due by the Insurer for any reason will not include the balance of our membership fee.
- 7.3. This is NOT a FUNERAL POLICY.

## **8. GENERAL**

- 8.1. **Amendments to cover or fees (including insurance premiums)**
  - a. We reserve the right to amend, add or change the cover/benefits provided including the membership fee, and insurance premiums, the benefit waiting periods or any of the terms and conditions of this membership agreement [including insurance and non-insurance benefits], by giving 31 days written notice to you of our intention to do so.
  - b. Any variations and or changes referred to in 8.1.a above will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent.
  - c. We will notify you of any increases or changes by SMS or WhatsApp to the number or email you provided to us. If you have a preference about how we communicate with you, please tell us.

## INSURANCE POLICY WORDING

### LIFE COVER (DEATH CASH BENEFIT) and ALL YOUR PAYMENTS BACK ON YOUR DEATH BENEFIT

For the meaning of some of the words used in this policy, look at point 13.

#### 1. IMPORTANT: PLEASE READ CAREFULLY

- 1.1. This policy will only start once The Unlimited has applied to the Insurer for insurance on your behalf, and that application has been accepted by the Insurer. **THE UNLIMITED WILL ONLY APPLY TO THE INSURER FOR THE INSURANCE ONCE THE UNLIMITED HAS RECEIVED PAYMENT OF THE FIRST FEE.**
- 1.2. This policy is issued to you at your own request and without advice. Please read it carefully and ensure that it is appropriate to your needs. If NOT, please contact us. Also refer to point 12.5., Cancellation of policy, below.
- 1.3. This is NOT a funeral policy.
- 1.4. This is not a hospital plan. **THERE IS NO COVER FOR ILLNESS CLAIMS.**
- 1.5. Suicide or any self-inflicted death cover is subject to a 24-payment waiting period.
- 1.6. 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.
- 1.7. Please remember that we must receive 12 (twelve) premium payments for each person that is insured on this policy before a claim will be paid for natural death.
- 1.8. **IF YOU ARE UNHAPPY FOR ANY REASON, PLEASE CONTACT THE UNLIMITED ON 0861 990 000.**

#### 2. DETAILS OF THE INSURER

Although your policy is administered by The Unlimited (FSP Number 21473), your life Insurer is Santam Structured Life Limited, a registered life insurer and an authorised financial services provider (FSP Number 1026) (the **Insurer**).

#### 3. HOW WILL WE COMMUNICATE WITH YOU?

By **SMS** or **WhatsApp** to the cell phone 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 also be by SMS or WhatsApp to that number. In this regard, you agree that we can communicate with you using WhatsApp. Alternatively, we will send you an email or we will give you a call if that is your preferred method of how we communicate with you. Let us know.

#### 4. POLICYHOLDER CONTACT INFORMATION

It is important that we have your current contact number (cell phone), 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 for any amendments or further assistance.

#### 5. WE WOULD LOVE TO HEAR FROM YOU

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



LinkedIn as theunlimited; or



on our website [www.theunlimited.co.za](http://www.theunlimited.co.za)

##### 5.1. FOR COMPLAINTS AND COMPLIANCE

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.

If you are still not happy, then refer to 'How to submit a complaint' in the **KEY INFORMATION & DISCLOSURE DOCUMENT**.

Please contact us for any changes or further assistance.

## **6. SPOUSE, CHILDREN AND ADULT DEPENDANTS/BENEFICIARIES (WHERE RELEVANT)**

- 6.1. You can cover yourself, your spouse, up to 5 of your children and up to 3 additional dependants.
- 6.2. You must provide us with the name, surname and date of birth of each of your additional dependants or they will not be covered. It is important that we have the correct details of the additional dependants (where additional cover is given and selected at an additional premium). If any amendments are required, or you would like to understand who can be covered, please contact us for assistance.

### **IMPORTANT TO NOTE:**

- 6.3. Children or additional dependants must be:
  - 6.3.1. listed on the policy;
  - 6.3.2. financially dependent on you; and
  - 6.3.3. be a member of your family through blood or by a recognised legal relationship. In the case of children, you must be their primary caregiver.

Failure to let us know, or if you do not meet these requirements, can result in the rejection of a claim or the Insurer voiding the cover.

## **7. MONTHLY PREMIUMS PAYABLE**

- 7.1. Your monthly premium for you as well as your spouse is **R18.71 pm**, which is payable as part of your membership fee to The Unlimited on the collection (due) date.
- 7.2. The following additional premium/s will be payable if you include your:

|                              |   |   |
|------------------------------|---|---|
| <b>Children</b>              | Total additional premium of <b>R17.42 pm</b>              | Under 21 years of age (up to a maximum of 5 children) |
| <b>Additional Dependants</b> | Additional <b>R10.55 pm</b> for each additional dependant | Up to a maximum of 3 additional dependants            |

### **7.3. NON-PAYMENT OF PREMIUMS**

- 7.3.1. **It is your responsibility to pay your membership fee including the policy premiums on time or you will not be covered.** Please contact us if you want to change the collection (due) date which we have agreed with you.
- 7.3.2. There is no cover if the premium is not paid. We will give you 15 [fifteen] days from the premium collection (due) date to make a manual EFT payment to us for any missed premium/s. **If we do not receive payment within the 15 days, you will not have cover.** Example: Premium due date is the **1<sup>st</sup> of May**. If you miss a payment, you will only have until the **15<sup>th</sup> of May** to make a manual EFT payment to us. If you don't, you will not have cover.
- 7.3.3. Also see 12.2. below for more conditions.

## **8. WHEN DOES YOUR COVER START?**

- 8.1. You authorise The Unlimited to apply on your behalf to the Insurer for the insurance cover set out in this Policy.
- 8.2. As soon as we receive confirmation of the Insurer's acceptance of your application, The Unlimited pay the Insurer the first premium and the policy

will start (**the Start Date**).

- 8.3. Payment by The Unlimited of the first premium to the Insurer is subject to the following:
- 8.3.1. that The Unlimited has received payment of your first monthly fee;
  - 8.3.2. that The Unlimited has applied to the Insurer for the insurance on your behalf; and
  - 8.3.3. that the Insurer has accepted the application from The Unlimited.
- 8.4. You are entitled to your insurance from the Start Date, subject to any waiting period that may apply (see 10.3. below).
- 8.5. If you are unsure when your cover starts, please contact us to confirm the Start Date of your insurance.

## 9. YOUR POLICY BENEFITS

- 9.1. We agree to pay your claim/s subject to the terms, conditions, exclusions and cover limits, in consideration of, and conditional upon:
- 9.1.1. the prior payment of the premium/s by you or on your behalf and receipt of the premium by us or on our behalf;
  - 9.1.2. any proposal/application or other information supplied by, or on behalf of you, including any recorded phone calls made to or received by you, will be the basis of this agreement of insurance and must be true and complete or benefits may not be paid (see 11.2.9 below);
  - 9.1.3. where the insurance is varied or extended, the insurance provided by any Additional Benefit, Special Clause, Variation and Extension or Endorsement is subject to the terms, conditions, exclusions and limitations of this policy;
  - 9.1.4. you complying with all the terms, conditions, limitations and exclusions contained in this policy. If you don't, the Insurer can cancel the policy or reject any claim/s made; and
  - 9.1.5. we will only provide cover for people whose names and birth dates you have given us. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.

| LIFE COVER (DEATH CASH BENEFIT)   |  |  |
|---|--|--|
| Who is covered?   | What is covered?   | Benefit limits   |
| You, the main member, your spouse (whose name and date of birth you have given us) and for whom the applicable premium/s has been paid (insured person/s).  | We will pay on your death or the death of your spouse from any cause not excluded under this policy. | <b>R20,000.00</b> (twenty thousand Rand)<br><br><b>Waiting periods apply to Natural Death</b> (see 10.3. below). |
| You can also choose to cover up to 5 children under the age of 21 years who are related to you through blood or a   | We will pay on the death of your child from any cause not excluded under this policy.                | <b>Waiting periods apply</b> (see 10.3. below).  |
| legally recognised relationship and where you are their primary caregiver and they are financially dependent on you, and whose names and dates of birth you have given us, <b>at an additional premium</b> (see 7.2 above). | Child 0 – 11 months  | R2,000.00 (two thousand Rand)  |
|   | Child 1 – 5 years  | R4,000.00 (four thousand Rand)   |
|   | Child 6 – 13 years   | R6,000.00 (six thousand Rand)  |
|   | Child 14 – 21 years  | R8,000.00 (eight thousand Rand)  |



|  |   |   |
|--|---|---|
| <p>You can also choose to cover up to 3 additional dependants who are related to you through blood or a legally recognised relationship and financially dependent on you, whose names and dates of birth you have given us, <b>at an additional premium</b> (see 7.2 above).</p> | <p>We will pay on the death of the named dependant from any cause not excluded under this policy.</p> | <p>R20,000.00 (twenty thousand Rand)</p> <p><b>Waiting periods apply</b> (see 10.3. below).</p> |
|--|---|---|

| ALL YOUR PAYMENTS BACK ON YOUR DEATH  |  |
|---|--|
| Who is covered?   | Benefit Limits   |
| <p>Only you, the main insured is covered. This Benefit cannot be claimed if another Insured Person e.g. your Spouse/Child/Additional Dependant passes away.</p> | <p>Your spouse or the executor of your estate will be paid an amount equivalent to the value of the total number of payments We have successfully collected from you. This amount will be calculated from the first successful collection of your monthly payments up to the last payments successfully collected before your death. Interest is not applicable and will not be paid.</p> <p>This benefit is in respect of the main member only. To be clear, if you have passed away, this benefit will be payable to your spouse or the executor of Your estate. It will be paid whether the Policy continues or not. This benefit will not be payable on the death of any other person covered on the Policy.</p> |

10. CLAIMS PROCESS CONDITIONS

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

10.1. When can you claim?

- 10.1.1. As soon as we have received your first payment and the insurer accepts your application (the Start Date), you are entitled to cover and to claim your insurance benefits if an insured event occurs. If, however, there is a waiting period (see 10.3 below) you or any person insured will not have cover until the waiting period has ended. You can further only claim for the benefits covered in this policy if we successfully receive your monthly payments and you comply with all the terms and conditions in the policy.
- 10.1.2. **The insured event must have happened in South Africa and after the Start Date.**

10.2. Time period to submit a claim?

Your claim form and supporting claim documents (see 10.4. below) must be submitted to us **within 30 days of the insured event.** **If you do not provide us with the information we need, the Insurer is entitled to reject your claim.**

### 10.3. Waiting Periods

10.3.1. There is no waiting period if death is caused by an accident (**accidental death**).

10.3.2. 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:

- a. 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.
- b. Claims for suicide or any self-inflicted death: For you and each dependant, the waiting period starts from the first premium payment and **ends after a minimum of 24 (twenty-four) payments have been received. Remember: The 24 (twenty-four) 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 24 (twenty-four) minimum premium payments.

10.3.3 Should a claim occur within a waiting period (where applicable) there will be no refund of premium/s.

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

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

10.4.2. Process for **DEATH CASH BENEFIT** claims:

| Compulsory Validation Documents   | Additional documents/ information that we can request from you  |
|---|---|
| <ul style="list-style-type: none"><li>- Completed claim forms, including medical Questionnaire.</li><li>- Certified copy of deceased's ID.</li><li>- Certified copy of death certificate.</li><li>- Copy of the notification of death form completed by a doctor (otherwise called a DHA-1663/ DHA-1680 form).</li><li>- Copy of police report (for accidental death claims only).</li><li>- A copy of the motor vehicle accident report, if applicable (for motor accident death claims only).</li></ul> | <ul style="list-style-type: none"><li>- Letters of executorship/authority when the benefit is payable to an estate.</li><li>- In addition to the above specific documentation/information, if a claim is submitted by your spouse, then we will also require:<ul style="list-style-type: none"><li>- a certified copy of your spouse's ID; and</li><li>- a copy of the marriage certificate.</li></ul></li><li>- If there is no spouse, then we will require:<ul style="list-style-type: none"><li>- a certified copy of ID of the person claiming; and</li><li>- an affidavit by the person claiming confirming they are the sole dependant of the deceased or in circumstances where they are not the sole dependant, a supporting affidavit by another member of the deceased's family confirming that the claimant is authorised to make the claim.</li></ul></li></ul> |

#### 10.4.3. Process for **ALL YOUR PAYMENTS BACK ON YOUR DEATH**

##### **BENEFIT** claims:

For the payment cash back benefit, 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 insured (you) pass away, and not if the policy is terminated for any other reason.**

10.4.4. **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 above.

10.4.5. **IMPORTANT:** Please ensure that your spouse and your family members are aware of this policy and how they can claim in the event of your death.

10.4.6. If we approve your claim, you or any other claimant, will be required to provide us with a copy of the claimant's bank statement that clearly shows the name of the account holder, the account number as well as the Bank date stamp.

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

10.4.8. 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: 1 Lucas Drive, Hillcrest, 3610

Email Address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)

Fax Number: 086 206 4069

10.4.9. If you do not comply with our reasonable requests, do not cooperate in the investigation of claims or you do not give us specific claim documents/information, the Insurer may reject your claim.

10.4.10. There are some more important details in the **KEY INFORMATION & DISCLOSURE DOCUMENT** provided to you.

#### 10.5. **Who will we pay?**

10.5.1. We will pay you, by payment into your South African bank account. If you have died, we will pay into the bank account from which we have collected the premium payments. Alternatively, we can pay the claimant which is your spouse, executor of your estate or other authorised claimant, **BUT** they will need to request this and give us proof of their status (for example, identity details, proof of marriage (see point 13.10) or letters of executorship/authority) (see above). Payment to any of them will discharge our liability.

10.5.2. If the claimant does not live in South Africa, the Insurer may make payment into a foreign bank account, however:

- a. the claimant will need to meet any requirements of the Insurer; and
- b. the claim will be paid to the value of the Rand amount and subject to any requirements of South African law and the laws of the country where the bank account is held.

10.5.3. Neither we nor the Insurer will be responsible for meeting any legal requirements the claimant must meet to receive payment of a claim in South Africa or another country.

#### 10.6. **Claim rejections**

10.6.1. If the Insurer rejects your claim, we will notify you of the rejection. **You will have 90 days from the date of the notification of the decision to you to challenge the Insurer's decision.** You must do this by writing to us or the Insurer with reasons and representations. If the Insurer's decision remains unchanged, and you want to start a legal process, **you have an additional 180 days to do so from the date the final decision is notified to you. If you don't, your claim will lapse.**

10.6.2. There are more important details in the **KEY**

**INFORMATION & DISCLOSURE DOCUMENT provided to you.**

**11. GENERAL COVER EXCLUSIONS**

- 11.1. Exclusions are specific items, losses or events that are not covered by your policy. These are set out above as well as below. It is important that you read and understand your policy.
- 11.2. We will **NOT** pay a claim arising directly or indirectly for/from (note these are general exclusions that apply to all benefits):
  - 11.2.1. participation in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 11.2.2. nuclear reaction or radiation of any kind;
  - 11.2.3. events that occurred before we receive your first payment to enable us to pay the first premium payable in terms of this policy;
  - 11.2.4. failure to pay any payment on or before the due date of payment, subject to 12.3. below;
  - 11.2.5. any attempt to commit or wilful involving 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);
  - 11.2.6. driving or operating a motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
  - 11.2.7. suicide or any intentional self-harm that results in death, unless the waiting period is met. See point 10.3.2.b.;
  - 11.2.8. attempted suicide or Intentional self-harm/injury;
  - 11.2.9. fraud, or not telling us the truth (see point 9.1.2.) or we have not been given all the correct details, including about your health (now or when you claim);
  - 11.2.10. any additional dependants who are not related to you through blood or a legally recognised relationship, and who are not financially dependent on you;
  - 11.2.11. any children who are not financially dependent on you and for whom you are not the primary caregiver and/or are over the age of 21;
  - 11.2.12. the participation by you or an insured person in:
    - a. any sport as a professional;
    - b. parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
    - c. racing, speed or endurance tests on or in power driven vehicles or crafts;
    - d. flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
    - e. mountaineering of any nature, wall/rock climbing and bouldering;
    - f. bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
    - g. game hunting;
    - h. quad biking;
    - i. digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
  - 11.2.13. from any substance abuse (for example, however not limited to, medication or illegal drugs as well as alcohol and/or alcohol poisoning);
  - 11.2.14. congenital disorders.
- 11.3. We will also **NOT** pay a **DEATH CASH BENEFIT (LIFE COVER)** claim for any miscarriages/stillbirths irrespective of the duration of pregnancy.
- 11.4. **Sanctions**
  - 11.4.1. The insurer cannot provide cover and the insurer 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 either us or the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 11.4.2. The Insurer has the right, at its own discretion, not to provide cover or to immediately void and/or cancel any insurance policy, section and/or item upon the disclosure by you of such activities as mentioned in 11.4.1. above, or should the Insurer become aware of any breach of the Sanctions exclusion.

## **12. GENERAL POLICY TERMS AND CONDITIONS (that apply to the entire policy)**

These and the other terms and conditions in this policy set out the general and special arrangements, requirements, legal rules, specifications and standards that form an integral part of the agreement between you and us. Your policy document/wording, is a very important document and you must read and understand it.

### **12.1. Amendments to cover or premiums**

- 12.1.1. We reserve the right to amend, add or change the premium, benefit waiting period or terms and conditions of this policy, including your cover (benefits), by giving 31 days written notice to you of our intention to do so.
- 12.1.2. Any variations and or changes, referred to in 12.1.1 above, including any premium rate adjustment will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent.
- 12.1.3. We will notify you of any increases or changes by SMS or WhatsApp to the number you provided to us, or to your email.

### **12.2. Payment of Premiums:**

- 12.2.1. Please note that your premium is collected as part of your membership fee due to The Unlimited and paid by us to the Insurer.
- 12.2.2. The monthly premium is due in advance, and your monthly membership fee must be paid by you to us by the agreed monthly due date (due date). This policy will not be binding on us or the Insurer until the first payment has been received and accepted.
- 12.2.3. You must pay your monthly fee by debit order, unless otherwise agreed by us in writing. Your debit order will be presented to your bank on the due date.
- 12.2.4. This month-to-month policy is automatically renewed on the same terms for a further month every time you make a fee payment, which must be paid on the due date.
- 12.2.5. We make use of DebiCheck collection services (at no cost to you). This prioritises your debit to ensure that we are able to collect the monthly premium. If the debit order is unable to collect 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 and that allows you to keep your membership and policy benefits active, but it remains your obligation to see that all premiums are paid.

### **12.3. Unpaid Premiums:**

- 12.3.1. **If we do not receive the payment by the agreed due date, you will have NO cover.**
- 12.3.2. The standard period of grace for the payment of premiums is 15 (fifteen) days, calculated from the due date. During this time, all benefits will remain in force. However, in the event of a valid claim occurring during this period, the outstanding premium can be deducted from the amount to be paid.
- 12.3.3. **Please note that we do not double debit missed**

**payments. If you miss a payment, you need to make an electronic funds transfer [EFT payment] within the grace period or you will have NO cover. Call 0861 990 000 for assistance.**

12.3.4. If your monthly payment is not received you agree that we may, at our sole discretion, try and collect from your account up to a further 3 times [please note that the payment of premium/s remains your responsibility; we are not required to debit your account again]. If we cannot collect the payment after 3 consecutive attempts, at our discretion, the policy will automatically end. This means that your policy will lapse and will not be re-instated. You and anyone insured will not be entitled to any benefits.

12.3.5. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we will, subject to the provisions of point 12.3.4. above, resubmit the debit order mandate for collection in the month following the dispute/s.

12.3.6. We reserve the right to request collection of the payment on a different due date to the date you have given us should this enable successful premium collection. This will only be done once we have your approval to make this change or alternatively once we have notified you 31 days' before making the change. 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.

#### **12.4. Re-instatement**

12.4.1. You may, within 30 days of the lapse date, notify us in writing of your desire to reinstate the policy. We will then decide whether to reinstate the policy or not, but subject to a no-claims declaration. Cover will then be provided subject to continued payment of the membership fee by the due date, the usual waiting periods and policy terms and conditions from the date of reinstatement.

12.4.2. You will not be covered for the period between the lapse date and the reinstatement date.

#### **12.5. Cancellation of policy**

12.5.1. You can cancel your policy at any time.  
CALL US ON 0861 990 000 OR EMAIL US ON  
CUSTOMERCARE@THEUNLIMITED.CO.ZA

12.5.2. We can cancel this policy at any time if you do not fulfil your duties under this policy or if you are dishonest or fraudulent in your actions, by us notifying you:

- a. immediately in writing of cancellation for fraudulent or dishonest actions or the non-payment of premium (subject to 12.3. above); and
- b. of cancellation after 31 days' notice in writing (or such other period as may be mutually agreed and/ or otherwise prescribed by this policy).

#### **12.6. Transfer or cash-in**

12.6.1. 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 is a month-to-month policy and does not pay out any profits, nor can it be cashed in for money.

#### **12.7. Replacement policy**

12.7.1. We do not provide financial advice to customers. If this policy, or any part of this policy is replacing an existing policy

which you have, make sure that you have carefully compared the premiums, benefits and terms and conditions.

12.7.2. You may enter a waiting period under this policy, which could no longer apply in your existing policy.

12.7.3. Your existing premiums may be different to the premium under this policy and those premiums may increase at a different rate. Your existing policy may also have different exclusions (events that are not covered) than under this policy.

#### 12.8. **Non-Cooperation**

12.8.1. Failure by you to comply with our or the Insurers, reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim validation documents/information may result in rejection of your claim by the Insurer.

### 13. WHAT DO THESE WORDS MEAN WHEN USED IN YOUR POLICY?

Subject to all the terms and conditions of this policy and the contract:

13.1. **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.

13.2. **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 held.

13.3. **additional dependant** means any person, whose names and dates of birth you have given to us, and who are 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, uncle, brother or sister-in-law and/or parents-in-law.

13.4. **children/child** means your biological children, stepchildren, adopted children and children who are related to you by blood, or where you are their primary caregiver because the biological parents are deceased or have absconded. The child should usually live with you, be financially dependent on you and be under the age of 21.

13.5. **life cover/death cash 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.

13.6. **insured event** means death (accidental or natural) from any cause not excluded under this policy.

13.7. **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this insurance policy.

13.8. **natural death** means the death, from any cause not excluded, of an insured person as a direct result of a natural cause such as a medical condition/illness (e.g. cancer, stroke or heart attack).

13.9. **premium** means the monthly amount payable to the Insurer for the insurance cover, which is received by us as part of your membership fee.

13.10. **spouse** means a named person who you are married to 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.

13.11. **waiting period** means the period specified in this policy during which we need to successfully collect a specified number of premiums from you before you are entitled to claim under the policy.

13.12. **we/us** means The Unlimited Group (Pty) Limited, acting on our own behalf or on behalf of the Insurer. We provide intermediary and binder services in respect of this policy.





13.13. **you/your** means the policyholder under this policy and includes additional lives insured where applicable.

KEY INFORMATION & DISCLOSURES  
DISCLOSURE NOTICE IN TERMS OF THE POLICYHOLDER PROTECTION  
RULES [LONG-TERM INSURANCE ACT] & THE FINANCIAL ADVISORY AND  
INTERMEDIARY SERVICES ACT ("FAIS")

There are certain facts we must disclose in terms of legislation to ensure you not only know about them, but understand them. Our objective is to ensure you, the policyholder, has full knowledge of all the financial service providers involved in delivering the service to you, the extent of your cover, the premiums and how you can claim.

PLEASE NOTE:

- Although this is not your insurance policy, this notice has important information about your policy, its benefits and how it works. **(This notice does not form part of the insurance contract or any other document.)**
- This serves as evidence of the fact you have agreed to the cover provided in the policy.
- This policy 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.
- Although your insurance policy is administered by **The Unlimited**, the Life Insurer providing you with the insurance benefits is **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
-  LinkedIn as theunlimited; or
-  on our Website [www.theunlimited.co.za](http://www.theunlimited.co.za)

IMPORTANT INFORMATION ABOUT YOUR POLICY  
POLICYHOLDER PROTECTION RULES (LONG-TERM INSURANCE ACT, IN  
PARTICULAR AS REQUIRED BY RULE 11.5)

- You have been provided with your policy terms and conditions as well as evidence of cover. The policy terms and conditions set out the general and special arrangements, details of the insurer, premiums payable, provisions, exclusions, requirements, legal rules, specifications and standards that form an integral part of the agreement between you and the insurer. Please make sure that you read the full terms and conditions. If you have any questions, please call us on **0861 990 000**.
- Below we provide a summary of key information. For comprehensive information, always refer to your full policy terms and conditions:

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| a. | <b>When will benefits be available</b> | <ul style="list-style-type: none"><li>• This policy will only start once The Unlimited has applied to the Insurer for insurance on your behalf, and that application has been accepted by the Insurer. THE UNLIMITED WILL ONLY APPLY TO THE INSURER FOR THE INSURANCE ONCE THE UNLIMITED HAS RECEIVED PAYMENT OF THE FIRST FEE.</li><li>• Please note that this is a month-to-month policy. Cover will continue on a month-to-month basis on payment of the applicable premium/s; which forms part of your membership fee to The Unlimited. You will only have cover for the months that premiums are paid and received by us.</li></ul> |
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| b. | <b>Cancellation of policy</b>             | <ul style="list-style-type: none"> <li>• <b>You are under no obligation to purchase this offering.</b> You can cancel your policy at any time. There are no early termination penalties.</li> <li>• The insurer can cancel this policy: <ul style="list-style-type: none"> <li>- immediately in writing for fraudulent or dishonest actions or the non-payment of premium/s (subject always to the applicable grace period of 15 days); or</li> <li>- after 31 days' notice to you.</li> </ul> </li> <li>• Please contact us on <b>0861 990 000</b>, should you wish to cancel your policy or require further information. Alternatively, you may use the following channels to communicate with us:<br/> Postal Address: Private Bag X7028,<br/> Hillcrest, 3650<br/> Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a></li> </ul>   |
| c. | <b>Cooling-Off rights</b>                 | <p>As this is a month-to-month policy [duration of less than 31 days], a cooling-off period in terms of the Policyholder Protection Rules is not required. We do, however, offer the following cooling-off rights:</p> <ul style="list-style-type: none"> <li>• if no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy, via written or telephonic notice, within 31 days after the later of the receipt of this key information and disclosure document or the policy summary, or from a reasonable date on which it can be deemed that you received this disclosure document or policy summary.</li> <li>• the insurer will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed.</li> <li>• the insurer will comply with your request for cancellation within 31 days after the insurer receives your cancellation notice.</li> </ul> |
| d. | <b>Premiums payable</b>                   | <ul style="list-style-type: none"> <li>• The premium for cover for the main member and spouse is <b>R18.71 per month</b> which forms part of your membership fee to The Unlimited. If you include children (max. 5) on this policy, the additional premium for the cover will be an amount of <b>R17.42 per month</b>.</li> <li>• If you include additional dependants (max. 3) on this policy, the additional premium for the cover will be an amount of <b>R10.55 per month per dependant</b>, which forms part of your membership fee to The Unlimited.</li> <li>• There is no automatic increase in the premium amount. Any increase will be on 31 days' notice to you.</li> </ul>  |
| e. | <b>How and when must premiums be paid</b> | <ul style="list-style-type: none"> <li>• Premiums, which forms part of your membership fee to The Unlimited, are paid monthly and in advance.</li> <li>• Premiums are paid by debit order. We will use the bank account details that you provided.</li> <li>• Please ensure that you have sufficient funds in your account, as non-payment of premium/s could result in you not having cover or the policy cancelling.<br/> <b>REMEMBER:</b> Bank costs incurred for unpaid debit orders or debit order disputes will be for your own account.</li> <li>• The due date for premium payments is as agreed by you at time of acceptance (on your call log or application form), or as amended by you or us at a later stage.<br/> <b>REMEMBER:</b> If the due date falls on a public holiday</li> </ul>   |

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|    |  | <p>or weekend, the premium will be collected on the first business day before or after the due date.</p> <ul style="list-style-type: none"> <li>If you are uncertain about the payment date, please contact us on <b>0861 990 000</b>.</li> </ul>   |
| f. | <b>December premium collections</b>                      | <ul style="list-style-type: none"> <li>Please note that December premiums can be collected on an earlier date than your standard premium due date.</li> <li>We will attempt to collect during the first week of December, e.g. by the 7<sup>th</sup> of December. We will, however, provide you with 31 days' notice.</li> </ul>  |
| g. | <b>DebiCheck</b>   | <ul style="list-style-type: none"> <li>The Unlimited makes use of DebiCheck collection services (at no cost to you). This prioritises your debit to ensure that we are able to collect the monthly premium, which forms part of your membership fee to The Unlimited.</li> <li>If we are unable to collect on the debit date you have given us, we use a tracking system that allows us to collect your payment on another date to improve the likelihood of a successful collection, and that allows you to keep your policy benefits active. It remains your obligation, however, to see that all premiums are paid.<br/><b>IMPORTANT:</b> We reserve the right to request collection of the premium on a different date than that specified in the insurance schedule, should this enable easier premium collection. We will provide you with 31 days' notice before making the change.</li> </ul>   |
| h. | <b>Consequences of non-payment of premium</b>            | <ul style="list-style-type: none"> <li>You are required to pay the premium as agreed and in accordance with the payment terms.</li> <li><b>The consequences of non-payment of the premium will be that cover will be suspended/cancelled (i.e. you will not be covered).</b></li> <li>You will be entitled to a grace period of 15 (fifteen) days after the due date in which to pay your premium.</li> </ul>   |
| i. | <b>Remuneration</b>                                      | <ul style="list-style-type: none"> <li>From the total premium paid by you, the Insurer pays The Unlimited the statutory regulated commission of 3.25%, in terms of the Long-Term Insurance Act.</li> <li>The Unlimited is paid a further fee of 21.75% [binder fee] for certain administrative [binder] functions performed on behalf of the Insurer.</li> </ul>  |
| j. | <b>Exclusions and limitations to the policy benefits</b> | <p><b>We DO NOT cover anything relating to:</b></p> <ul style="list-style-type: none"> <li>war, invasion, act of foreign enemy, hostilities, civil war/ unrest, rebellion, riot, revolution, terrorist attack;</li> <li>nuclear reaction or radiation;</li> <li>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);</li> <li>driving without a valid driver's licence and/or permit;</li> <li>attempted suicide or Intentional self-harm/injury;</li> <li>fraud, or not telling us the truth;</li> <li>dependants not related to you through blood or a legally recognised relationship, and who are not financially dependent on you;</li> <li>children not financially dependent on you and for whom you are not the primary caregiver and/or are over the age of 21;</li> <li>participation in: <ul style="list-style-type: none"> <li>any sport as a professional;</li> </ul> </li> </ul> |

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|    |                        | <ul style="list-style-type: none"> <li>- parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;</li> <li>- racing, speed or endurance tests on or in power driven vehicles or crafts;</li> <li>- flying other than as a passenger in a licensed passenger carrying aircraft;</li> <li>- mountaineering of any nature, wall/rock climbing and bouldering;</li> <li>- bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;</li> <li>- game hunting;</li> <li>- quad biking; and</li> <li>- digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives.</li> </ul> <ul style="list-style-type: none"> <li>• miscarriages/stillbirths irrespective of the duration of pregnancy;</li> <li>• treatment in a casualty unit or if injuries are, or should be, treated as an outpatient or a day case at a hospital;</li> <li>• if additional treatment is required and/or where the treatment of another medical condition/complication and/or illness prolongs the stay in hospital;</li> <li>• 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;</li> <li>• for any elective/planned medical procedure;</li> <li>• for treatment of congenital, mental or psychological conditions; as well as for</li> <li>• any pregnancy related treatment or operations.</li> </ul> |
| k. | <b>Suicide</b>         | <p>Death as a result of suicide is covered subject to a 24-month waiting period.</p> <p>Please note that injuries as a result of attempted suicide/self-harm will not be covered.</p>  |
| l. | <b>Waiting periods</b> | <ul style="list-style-type: none"> <li>• There is no waiting period if death is caused by an accident (accidental death).</li> <li>• Natural death claims, including death as a result of HIV: <ul style="list-style-type: none"> <li>- For you and the dependants, the waiting period starts from the first payment, and <b>ends after 12 payments</b>. (This waiting period also applies for new dependants who are added, starting from the date they are added to the policy.) The death benefit starts after the 12<sup>th</sup> payment.</li> <li>- Claims for Suicide or any self-inflicted death: For you and each dependant, the waiting period starts from the first premium payment and <b>ends after a minimum of 24 (twenty- four) payments have been received</b>.</li> </ul> </li> <li>• <b>IMPORTANT: If this policy is suspended due to non-payment of premium/s and you start paying again, the policy will start again and the waiting period/s will continue from the last payment, until the minimum 12 premium payments have been received (or 24 payments for suicide).</b></li> </ul>  |

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| m. | <b>Type of policy</b>                                | <ul style="list-style-type: none"> <li>Your policy is a Life Insurance policy.</li> <li>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. <b>THIS POLICY DOES NOT COVER ILLNESS AND IT IS NOT A FUNERAL POLICY.</b></li> </ul>  |
| n. | <b>Nature &amp; extent of the policy benefits</b>    | <ul style="list-style-type: none"> <li>A lump sum payment in the event of an insured person's death.</li> <li>All payments paid back in the event of the death of the main member.</li> </ul>   |
| o. | <b>Your obligation to monitor/ review and update</b> | <ul style="list-style-type: none"> <li>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 <b>we will always communicate with you using your last known details.</b></li> <li>It is important that we have the correct details of your spouse, your chosen child and/or adult dependants (where such additional cover is given and selected at an additional premium); or your beneficiary details on record. If any amendments are required, or you would like to make sure who can be covered, please contact us. <b>IMPORTANT:</b> Please remember to read the application form and policy terms carefully to ensure that you only add people to the policy that qualify for cover. If you speak to us, please tell us about your relationship to people added to the policy. If you add people that do not qualify, it could lead to a claim being rejected or cover voided.</li> <li>It is also important that you review your bank statements to ensure premiums are paid on the due date/s or within the grace period allowed.</li> <li>Please contact us on <b>0861 990 000</b> should you wish to amend or update your policy, take out additional cover or require further information. Alternatively, you can use the following channels:<br/>Postal Address: Private Bag X7028, Hillcrest, 3650<br/>Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a></li> </ul> |
| p. | <b>How will we communicate with you</b>              | <ul style="list-style-type: none"> <li>An SMS or WhatsApp to the cell phone number you gave us 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 or WhatsApp to that number.</li> <li>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.</li> </ul>  |

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| q. | <b>How to claim</b> | <ul style="list-style-type: none"> <li>Should you wish to claim, please call us on <b>0861 990 000</b> and we will provide you with the necessary claim forms and a list of information/ documents that we require.</li> <li>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.</li> <li>Claim documentation can be sent to us via any of the following channels:</li> </ul> <p><b>THE UNLIMITED – CLAIMS DEPARTMENT</b><br/> Postal Address: Private Bag X7028, Hillcrest, 3650<br/> Physical Address: 1 Lucas Drive, Hillcrest, 3610<br/> Email Address: <a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a><br/> Fax Number: 086 206 4069</p> <p><b>IMPORTANT:</b> Please ensure that all documents/ information requested is comprehensive/complete as we cannot finalise a claim without this information. <b>If you do not provide us with all the required information, the insurer may reject the claim.</b> Please note that copies of <b>Identity documents must be certified.</b></p> <ul style="list-style-type: none"> <li>Should you want to dispute the rejection of a claim, you are entitled to make representations to the insurer within 90 days of the decision. If the insurer still declines your claim and you want to approach the Long-term 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:<br/> Postal Address: P.O. Box 652659, Benmore, 2010<br/> Email: <a href="mailto:ssl.rejections@santam.co.za">ssl.rejections@santam.co.za</a><br/> Telephone Number: 011 685 7600/0860 762 745<br/> Fax Number: 011 784 9858</li> <li>Effectively the prescription time frame is <b>9 months</b> in total.</li> </ul> |
| r. | <b>Membership</b>   | <p>You have a Membership Agreement with The Unlimited Group (Pty) Limited. The Membership Agreement provides you with access to non-insurance benefits and services, for which you pay a fee. Included in this fee is the insurance premium/s which is disclosed to you. Included, as part of the Membership Agreement, are your insurance benefits which are underwritten by Santam Structured Life Limited. The non-insurance membership services and benefits, and the insurance benefits, are not optional.</p>   |

#### 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 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, 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.

- Your insurer must give reasons for 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 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 insurance policy.

## 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:                  | 0865 009 307   |
| Email Address:               | <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a> |
| Website:                     | <a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>   |
| Company Registration Number: | 2002/002773/07   |
| FSP License Number:          | 21473  |
| VAT Number:                  | 4360161139   |

|                             |  |
|-----------------------------|--|
| Details of FAIS Compliance: | Moonstone Compliance   |
| Compliance Officer:         | Ms CL Ingle  |
| Postal Address:             | PO Box 12662, Die Boord, Stellenbosch, 7613  |
| Telephone Number:           | 021 883 8000   |
| Fax Number:                 | 021 883 8005   |
| Email Address:              | <a href="mailto:cingle@moonstonecompliance.co.za">cingle@moonstonecompliance.co.za</a> |

|    |                             |  |
|----|-----------------------------|--|
| a. | <b>Conflict of interest</b> | In accordance with our conflict 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 <a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a> .   |
| b. | <b>Insurance cover</b>      | The Unlimited holds professional indemnity and fidelity insurance.   |
| c. | <b>Basis of advice</b>      | The Unlimited <b>does not provide advice</b> 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. | <b>Written mandate to act on behalf of insurer</b>   | 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. | <b>Whether more than 10% of the insurer's shares are held or whether more than 30% of total remuneration was received from the insurer</b> | The Unlimited does not hold more than 10% of the insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the insurer.   |
| f. | <b>Waiver of rights</b>  | The General Code of Conduct, as well as the Policyholder Protections Rules 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 Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.  |
| g. | <b>Financial Intelligence Centre Act (FICA)</b>  | Please note that in terms of the Financial Intelligence Centre Act, Santam Structured Life Limited as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.   |
| h. | <b>Legal status</b>  | <p>The Unlimited is an authorised financial services provider (FSP21473).</p> <p>License limitations, restrictions:</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 – <b>please refer to the FSCA's webpage to view a full list of our representatives.</b> Steps to follow:</p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://www.fsca.co.za">www.fsca.co.za</a></li> <li>2. Click on "Regulated Entities"</li> <li>3. Under the heading "Regulated Entities and Persons" click on "FAIS"</li> <li>4. Click on "Financial Service Providers"</li> <li>5. Insert our FSP Number 21473 in the field "Search for FSP No"</li> <li>6. Click on "Details" and select the information that you wish to view.</li> </ol> <p>We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act. Our products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of category 1.1, 1.2, 1.3, 1.20, 1.21, 1.22 and 1.23.</p> |

## DETAILS OF THE INSURER

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

|                              |  |
|------------------------------|--|
| Company Name:                | <b>Santam Structured Life Limited</b>  |
| Physical Address:            | 7 <sup>th</sup> Floor, Alice Lane Building 3, c/o Alice Lane & 5 <sup>th</sup> 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:                     | <a href="http://www.santam.co.za">www.santam.co.za</a>   |
| 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:    | <a href="mailto:SSL.compliance@santam.co.za">SSL.compliance@santam.co.za</a> |

|                             |  |
|-----------------------------|--|
| Details of FAIS Compliance: | Compli-Serve SA (Pty) Ltd  |
| Compliance Officer:         | Ms Theresa van Diggelen  |
| Telephone Number:           | 087 897 6970   |
| Email:                      | <a href="mailto:theresa@compliserve.co.za">theresa@compliserve.co.za</a> |

## HOW TO SUBMIT A COMPLAINT

### Step 1: Initial Complaints Process

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

### 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 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
- 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:     | <a href="mailto:SSL.Rejections@santam.co.za">SSL.Rejections@santam.co.za</a> (Dispute of Rejection) |
| Email:     | <a href="mailto:SSL.Complaints@santam.co.za">SSL.Complaints@santam.co.za</a> (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 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](mailto:info@ombud.co.za)  
Website: [www.ombud.co.za](http://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: Kasteel Park Office Park, Orange Building, 2<sup>nd</sup> Floor,  
c/o Nossob & Jochemus Street Erasmus Kloof,  
Pretoria, 0048  
Telephone number: 012 470 9080 or 012 762 5000  
Fax number: 012 348 3447 or 012 470 9097  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://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 0800 110 443/0800 202 087  
Fax: 012 347 0221  
Email: [info@fsca.co.za](mailto:info@fsca.co.za)  
Website: [www.fsca.co.za](http://www.fsca.co.za)

## **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, 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.
- 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 them and us as a result of you not having the required authorisation.

**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 do affordability assessments, credit assessments and credit scoring.
- j. To manage and maintain your insurance policy or relationship with us.
- k. To disclose and obtain information about you from credit bureau regarding your credit history.
- l. To enable you to participate in the debt review process under the National Credit Act 34 of 2005, where applicable.
- m. For security, identity verification and to check the accuracy of your information.
- n. To communicate with you and carry out your instructions and requests.
- o. For customer satisfaction surveys, promotional and other competitions.
- p. To market to you or provide you with products, goods and services.
- q. To carry out actions for the conclusion or performance of your policy/claim.
- r. To protect your legitimate interests and to pursue our legitimate interests or of a third party to whom your information is supplied.
- s. We can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
- t. 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.

**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.
- c. Payment processing service providers, merchants, banks and other persons that assists with the processing of your payment instructions.
  - d. Insurers, brokers and 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 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 other 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 you no longer authorise us to keep it. 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. We will, however, continue to process your information if permitted by law.
- d. You have the right to file a complaint with us or the Information Regulator about an alleged contravention of the protection of your information.