

# ALL YOUR PRODUCT BENEFITS UNPACKED.



Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

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

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## THE UNLIMITED MEMBERSHIP

### SPECIFIC TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

#### ACCURACY OF INFORMATION

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

In the event of any fraud, misdescription, misrepresentation or non-disclosure of material facts, we reserve the right, at any time, to void your policy or parts thereof, cancel your policy or reject any benefit claim.

**Please note:** in the event that we are unable to successfully verify your identity, we will void your membership from the start date and there will be no agreement between you and us - this means that your membership never started. You will have no cover under the insurance policy and benefits under the membership.

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

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with us for the debit order collection of your payment every month.
2. **Insurer** means the company which provides you with your insurance benefits (please see **YOUR INSURANCE BENEFITS** listed under the **LIFE INSURANCE POLICY** section below), being Santam Structured Life Limited and which receives the premium every month.
3. **payment** means the total amount you pay each month for all your membership costs and chosen membership benefits. The payment entitles you to membership of The Unlimited. If you also have insurance benefits, the payment includes the premium, payable by us to the Insurer.
4. **premium** means the amount payable by us to the Insurer every month for the insurance cover (if you have insurance benefits). The premium is included in the amount you pay us every month (the "payment").
5. **we/us** means The Unlimited Group (Pty) Limited, acting on our own behalf or as a non-mandated intermediary binder holder of the Insurer. We bring you the non-insurance benefits and provide the intermediary services and binder functions on behalf of the Insurer in respect of the insurance benefits you have chosen. The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP No. 21473).
6. **you/your** means the main member, whose membership has commenced and is continuing, and includes additional lives insured/dependants, where applicable.

#### WHAT BENEFITS DO YOU GET?

For your payment every month, you get the non-insurance benefits described in the **NON-INSURANCE BENEFITS** section below and the insurance benefits which are described in your policy (also below).

#### WHO IS PARTY TO THE UNLIMITED MEMBERSHIP?

You and qualifying dependants who we have agreed to include at an additional payment. This can include your spouse, children and other additional dependants (as defined).

and

us, The Unlimited.

and

Any named service provider which provides your non-insurance benefits, which are described in the **NON-INSURANCE BENEFITS** section of this membership.

#### THE PAYMENT AND PREMIUM

1. Payment must be made by debit order. If you reject the request from your bank to authenticate your debit order mandate (DebiCheck), your membership and

chosen benefits will not start and there will be no agreement between you and us. We will also not present the debit order for collection if you suspend your DebiCheck authentication before the start date of this membership. We will regard the suspension as your instruction to us not to start the agreement. This will also result in no cover under the insurance benefits.

2. Please contact us if you want to change the debit order collection date (the "due date") we have agreed with you.
3. In return for the payment, we negotiate rates and terms with service providers on your behalf and arrange insurance cover for you. Receipt of your payment every month also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
4. The payment includes any additional amounts you pay us for additional benefits you buy, which will include additional premiums for any additional lives insured, endorsements, amendments and addendums (if any) to your policy.
5. You pay The Unlimited the payment for your membership every month, including the premium which is collected on behalf of the Insurer. Any refund of premium due by the Insurer, for any reason, will not include the balance of our payment.
6. **We may change the amount you pay. For example, if you buy additional insurance or non-insurance benefits from us, or annually if we do a price increase, but we will always give you 31 days' notice of our intention to do so.**
7. We may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment (including the premium) and keeping you covered. **IMPORTANT:** Your payment will 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.
8. It is your responsibility to pay your total payment on the due date. If we can't deduct the payment from your bank account (for example, if you don't have funds) you will not be entitled to any of your benefits. **We will not double debit missed payments the following month.**
9. If we are unable to collect your payment (including the premium) 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. This allows you to keep your membership active, but it remains your obligation to see that all payments are made.
10. You agree that if we cannot collect the payment (including the premium) from your bank account in any given month we may, at our discretion, try and collect further monthly payments from your account in accordance with the law, including rules prescribed by the Payments Association of South Africa. If any further attempts to collect the payment from your account fail, we reserve the right to cancel your membership immediately. We will notify you when your membership is cancelled. If we do successfully debit your bank account again, the date of that collection will be the new due date.
11. If you suspend the DebiCheck authentication of your debit order mandate after the start date of this membership, this will not automatically result in the cancellation of your membership, and we will still be entitled to present the debit order for collection.
12. Any bank charges incurred because of failed collections will be for your own account.
13. If 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 may resubmit the debit order mandate for collection in the month following the dispute/s.

#### **OTHER IMPORTANT INFORMATION**

1. You agree and want to be a party to this membership.
2. You agree that we can market other products and services to you **even after this membership ends** and share market innovations with you.
3. This membership is month-to-month, the payment is due in advance and the total amount payable for the membership benefits is inclusive of VAT. The membership will renew on the same terms each month we successfully collect

- the payment, unless amended.
4. You must be under the age of 65 to enter into this membership. The membership will automatically end when you turn 70, or immediately on the death of the main member, unless specifically specified by us under the section named **YOUR INSURANCE BENEFITS** below.
  5. Any insurance and non-insurance benefits that apply to your spouse and dependants will also end should this membership end for any reason or when your dependants:
    - 5.1. in the case of children, turn 21; and
    - 5.2. in the case of adults, turn 70.
  6. You can only use your insurance and non-insurance benefits in South Africa and for events occurring in South Africa.
  7. We will communicate with you via email, SMS or WhatsApp by using the cell phone number and/or email address that you provided The Unlimited when you took out this membership. This is also how we notify you of any payment increases or changes to your membership. If you have a preference for how we communicate with you, please tell us. **If any of your contact details change, please tell us immediately.**
  8. You can cancel the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 5 business days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund **BUT ONLY IF YOU HAVE NOT USED** any of the insurance and non-insurance benefits. Cancellation of your membership will include cancellation of **ALL** your insurance and non-insurance benefits.
  9. We can cancel this membership, including all the insurance and non-insurance benefits you have:
    - 9.1. immediately by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
    - 9.2. immediately if we do not receive the payment from you each month (subject to the 15 day grace period); or
    - 9.3. on 31 days' written notice to you for any other reason (or any other period we agree or that is set out in this membership).
  10. Your use of your insurance and non-insurance benefits is always subject to the terms of this membership as well as any policy, statutory notices, amendments, endorsements and addendums issued by us in terms of your membership; and must be read together with, and shall form a part of, this membership.
  11. We reserve the right to amend, add or change the cover/benefits provided, including the payment, and premiums, the benefit waiting periods or any of the terms and conditions of this membership (including both insurance and non-insurance benefits), by giving 31 days' written notice to you of our intention to do so.
  12. Any variations and/or changes will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes has been sent to you.

### **WE WOULD LOVE TO HEAR FROM YOU**

If you have any questions, or need assistance with your membership (including your policy), you can get in touch with us in the following ways:



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



call us on **0861 990 000**

## **NON-INSURANCE BENEFITS**

Your non-insurance (membership) benefits are not regulated by the FAIS Act and are, therefore, not subject to the same rules and protection as the insurance benefits provided.

## **SPECIFIC TERMS AND CONDITIONS FOR THE NON-INSURANCE BENEFITS**

### **A. LEGAL ASSISTANCE BENEFIT**

#### **WHO IS THE SERVICE PROVIDER FOR THE TELEPHONIC LEGAL ADVICE BENEFIT?**

The service provider is a third-party provider contracted by The Unlimited for the provision of the legal advice helpline benefit. The service provider may change from time to time at our sole discretion.

#### **WHAT IS YOUR TELEPHONIC LEGAL ADVICE BENEFIT?**

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 etc.
2. You will be provided with pro forma documents where applicable. Examples of these documents include, but are not limited to:
  - Acknowledgement of Debt
  - Agreement of sale of motor vehicle
  - Domestic worker contract
  - Joint last will and testament
  - Last will and testament
  - Lease agreement
  - Residential tenant checklist
  - Power of Attorney
  - Purchase of immovable property

#### **HOW TO ACCESS YOUR TELEPHONIC LEGAL ADVICE BENEFIT**

1. 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.
2. The Legal Assistance Helpline can be accessed on the following number: **0861 990 000**.

#### **IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH LEGAL ASSISTANCE**

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.

### **A. AIRTIME BENEFIT**

#### **WHO IS THE SERVICE PROVIDER FOR YOUR AIRTIME BENEFIT?**

uConnect Mobile (Pty) (Ltd) is the service provider which will provide your **airtime benefit**.

#### **WHAT IS YOUR AIRTIME BENEFIT?**

1. **Monthly airtime:**  
**R60 MONTHLY AIRTIME:** Every month that we receive your payment, we will load R60 airtime onto your SIM card from uConnect. Your airtime will be activated once we have confirmed the successful collection of your payment.
  - 1.1. **Your free airtime lasts for a period of 30 days.**
  - 1.2. You can use your free airtime to make a call, surf the net or send SMSs and MMSs.

- 1.3. You CANNOT convert your free airtime into data bundles.
2. **Double airtime:**  
Every time you load Cell C airtime onto your SIM card from uConnect, you will receive the same amount of free airtime from us. For example, if you purchase and load a R20 airtime voucher onto your SIM card from uConnect, we will double your airtime by giving you another R20 free.
  - 2.1. **Your free airtime lasts for a period of 30 days.**
  - 2.2. You can use your free airtime to make a call, surf the net or send SMSs and MMSs.
  - 2.3. You CANNOT convert your free airtime into data bundles.
3. **Additional airtime benefits:**  
You have access to additional airtime benefits when you make purchases on the uConnect App. For further details and the terms and conditions applicable to your SIM card and related benefits, please go to [www.uconnect.co.za](http://www.uconnect.co.za)

#### **HOW TO ACCESS YOUR AIRTIME BENEFIT**

1. You must RICA first before you can use your SIM card.
2. The uConnect App is free and can be downloaded from the Google Play Store and Huawei AppGallery on Android phones or from the App Store on iOS phones. Terms and conditions will apply.
3. If you have any questions, please call us, our agents will be able to help you.

#### **WHEN WE WILL NOT PROVIDE YOU WITH YOUR AIRTIME BENEFIT**

1. If you do not use the SIM card for a consecutive period of 60 days at any time from the start date of the membership, you agree that we can deactivate your SIM card and give your number to someone else.
2. If you have committed fraud or have not given us all your correct details (now or when you use a benefit).

## THE LIFE INSURANCE POLICY ("POLICY")

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

#### SPECIFIC TERMS & CONDITIONS FOR THE POLICY

#### WHO IS THE INSURER FOR THE POLICY?

Santam Structured Life Limited, a licensed life insurer and an authorised financial services provider (FSP Number 1026) (the Insurer), is the licensed life insurer that provides you with your insurance benefits.

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

Subject to all the terms and conditions of this policy:

1. **accident** means an external, violent, unexpected and visible event, but which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
2. **additional dependant** means any person, whose name and date of birth you have given to us and who are totally financially dependent on you. If you have chosen to cover an additional dependant, this means that from the date you add an additional dependant to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood and support of your additional dependant and pay for their food, water, medicine, shelter and clothing. They must also be a member of your family through blood or by a recognised legal relationship. **IMPORTANT:** the number of additional dependants that you can add is stated in the **INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. Failure to provide The Unlimited with your additional dependant/s' details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
3. **child/ren** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. If you have chosen to cover your child/ren, this means that from the date you add a child to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing. **IMPORTANT:** You may add your child/ren to this policy from the day they are born alive (and up to the age of 21). The number of children that you can add is stated in the **INSURANCE BENEFITS** section of this policy, at an additional cost to you, where applicable. You must provide The Unlimited with the name, surname and dates of birth of your child/ren and your child/ren must be on record to be covered under this policy. Failure to provide The Unlimited with your child/ren's details can result in the rejection of a claim, or the Insurer voiding the policy or parts thereof.
4. **grace period** means the period of 15 (fifteen) days following a failed premium collection (calculated from the payment due date), within which you can make a payment to us. During the grace period, all insurance benefits will remain in force. In the event of a claim occurring during the grace period, if the claim is approved you authorise us to deduct all outstanding premiums from the claim settlement amount.
5. **insured event** means an insured person's death (accidental or natural) from any cause not excluded under this policy.
6. **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this policy. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.
7. **Insurer** means the company which provides you with your insurance benefits (please see **YOUR INSURANCE BENEFITS** listed under the **LIFE INSURANCE POLICY** section below), being Santam Structured Life Limited and which receives the premium every month.
8. **membership** means membership of The Unlimited and no policy can exist without the membership.
9. **spouse/partner** means a named person who you are married to by civil law, tribal custom or in terms of any religion, including your life partner. If you have chosen to cover your spouse, the details of your spouse must be on

record, he/she must normally live with you in South Africa and you must be interdependent on each other. At the time of a claim, it is your responsibility to prove that you and your spouse are interdependent and that you normally live together. When we use the word "partner", we refer to your spouse (as described above) or your life partner, whomever is named on your policy.

10. **start date** means the date on which the first payment (including the premium) is successfully received by us and is the date on which all your insurance benefits are available (subject to waiting periods).
11. **waiting period** means the period specified in this policy/the **INSURANCE BENEFITS** section during which we need to successfully collect a specified minimum number of payments (including the premium) from you before you are entitled to claim under this policy. Remember, the specified minimum number of payments start from when a person is added to the policy and cover for the applicable insured person will begin when we have received the required minimum number of payments (including the premium).

### **IMPORTANT PLEASE READ CAREFULLY**

1. You pay The Unlimited the payment for your membership every month. The payment includes the premium, which is collected on behalf of the Insurer for your insurance benefits. Any refund of premium due by the Insurer for any reason will not include the balance of our payment.
2. The policy is issued to you at your own request and without us providing you with any advice, we only provide factual information. Please read it carefully and ensure that it is appropriate to your needs. If not, please contact us. Also see **CANCELLATION OF YOUR INSURANCE BENEFITS** below.

### **HOW WILL WE COMMUNICATE WITH YOU?**

1. We will communicate with you via email, SMS or WhatsApp, using the cell phone number and/or email address you provided The Unlimited when you took out this policy. This will be the agreed method of giving you any notice required by the policy or by law.
2. **We will always communicate with you using your last known details (including the details of your dependants and beneficiary, where relevant)** to fulfil your policy cover and to process any claims you may have. If any of your contact details change, including your current contact number (cell phone), email address, physical and/or postal address, please call The Unlimited immediately on 0861 990 000.

### **FOR COMPLAINTS AND COMPLIANCE**

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

### **PAYMENT AND NON-PAYMENT OF PREMIUMS**

It is your responsibility to pay your premium every month or you will not be covered.

1. **Payment of premiums:**
  - 1.1. Please note that your premium, stated in the **INSURANCE BENEFITS** section of this policy, is collected as part of your payment due to us every month, and paid by us to the Insurer.
  - 1.2. The premium is due in advance and this policy will not be binding on us or the Insurer until the first premium has been received by the Insurer.
  - 1.3. This policy is month-to-month and it will renew on the same terms each time your premium has been received by the Insurer.
  - 1.4. You must make payment by debit order, unless otherwise agreed by us in writing. Your debit order will be presented to your bank on the due date unless you reject the request from your bank to authenticate your debit order mandate (DebiCheck). We will also not present the debit order for collection if you suspend your DebiCheck authentication before the start date of this policy. Please contact us if you want to

change the due date we have agreed with you.

- 1.5. We reserve the right to request collection of the payment on a different due date from the date you have given us should this enable a successful collection. This will become the payment due date unless we indicate it is simply for a specific debit.  
**IMPORTANT:** Your payment may be collected on a different date due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
2. **Unpaid premiums:**
  - 2.1. **If we do not receive the payment by the agreed due date, you will have NO cover. We will not double debit missed payments the following month.**
  - 2.2. You have a grace period of 15 (fifteen) days, calculated from the payment due date within which to make a manual payment to us. During the grace period, all insurance 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 claim settlement amount. 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 16<sup>th</sup> of May to make a manual payment to us. If you don't, you will not have cover.**
  - 2.3. In the event of your debit order being unsuccessful, 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. This allows you to keep your policy active, but it remains your obligation to see that all payments are made.
  - 2.4. If your payment is not received, or if you suspend the DebiCheck authentication of your debit order mandate after the start date of this policy, this does not mean that your policy will be automatically cancelled. You agree that we may, at our discretion, try and collect further monthly premiums from your account in accordance with the law, including rules prescribed by the Payments Association of South Africa.
  - 2.5. If any further attempts to collect your premium fail, we reserve the right to cancel your policy immediately. We will notify you when this happens.
  - 2.6. Any bank charges incurred because of failed collections will be for your own account.
3. If you dispute your monthly debit order with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may, subject to the terms of this policy, resubmit the debit order mandate for collection in the month following the dispute/s.

### **AMENDMENTS TO COVER OR PREMIUMS**

1. **We reserve the right to amend, add or change the premium, benefit waiting period or terms and conditions of this policy, including your cover, by giving 31 days' written notice to you of our intention to do so.**
2. Any variations and/or changes, referred to 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 31 days' notice of these changes have been sent to you.
3. If you choose to cancel your policy during the 31-day notice period of amendment to the policy, you will not be entitled to a refund of premiums already paid.

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

1. You authorise The Unlimited to apply on your behalf to the Insurer for the insurance benefits.
2. On acceptance of your application by the Insurer, The Unlimited will pay the Insurer the first premium and your policy will start (the start date). The start date of your policy will be the date we successfully collect your first full

- successful payment (including the premium).
3. Payment by The Unlimited of the first premium to the Insurer is subject to the following:
    - 3.1. that The Unlimited has received your first payment (including the premium);
    - 3.2. that The Unlimited has applied to the Insurer for the insurance on your behalf; and
    - 3.3. that the Insurer has accepted the application from The Unlimited.
  4. You are entitled to your insurance benefits from the start date of your policy, subject to any waiting period that may apply.
  5. Should a claim occur within a waiting period (where applicable) there will be no refund of premium/s and no payment of the claim.
  6. If you miss your payment and the Insurer receives your premium at a later date, your policy will re-commence on receipt of that premium and the balance of any waiting period will be taken into account. Unless your policy has been cancelled, in which instance a new policy will be issued and new waiting periods will apply.
  7. If you are unsure when your cover starts, please contact us to confirm the start date of your policy.

### CANCELLATION OF THE POLICY

1. You can cancel your policy at any time. CALL US ON 0861 990 000 OR EMAIL US ON [CUSTOMERCARE@THEUNLIMITED.CO.ZA](mailto:CUSTOMERCARE@THEUNLIMITED.CO.ZA)
2. There is a cooling-off period of 5 business days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) in which you can cancel and receive a refund, **BUT ONLY IF YOU HAVE NOT USED** any of the insurance benefits. Cancellation of your policy will include cancellation of **ALL** your insurance benefits.
3. The Insurer can cancel or void the policy (or sections thereof) at any time if you do not fulfil your duties under this policy or if you misrepresent material facts, are dishonest or fraudulent in your actions, by the Insurer notifying you immediately in writing of cancellation/voidance for fraudulent or dishonest actions or the non-payment of premiums.
4. The Insurer may cancel this policy in writing by giving you 31 days' notice (or such other period as may be mutually agreed and/or otherwise prescribed by this policy).
5. When this policy is cancelled (by you or by the Insurer), all cover and benefits under it will end from the date it is cancelled.

### TRANSFER OR CASH-IN

Your policy, or any rights in your policy, cannot be transferred to another person, unless specifically specified by us under the section named **YOUR INSURANCE BENEFITS** below. You cannot take out a loan against your policy. Your policy is month-to-month and does not pay out any profits, nor can it be cashed in for money.

### REPLACEMENT INSURANCE

We do not provide financial advice to customers. If this policy, or any part of this policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, insurance benefits and terms and conditions.

### CLAIMS PROCESS CONDITIONS

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

1. **When can you claim?**
  - 1.1. As soon as we have received your first payment, including the premium (the start date), you are entitled to cover and to claim your insurance benefits if an insured event occurs; however, if there is a waiting period, you or any person insured, will not have cover until the waiting period has ended. You can further only claim for the insurance benefits covered if we successfully receive your payment (including the premium) every month; and if you comply with all the terms, conditions, limitations and

exclusions contained in this policy.

**PLEASE NOTE:** Where the insurance is varied or extended, the insurance provided by any additional benefit, special clause, variation and extension, schedule or addendum is subject to the terms, conditions, exclusions and limitations of this policy from the date of change.

- 1.2. **The insured event must have happened in South Africa, it must be after the start date and an exclusion must not apply.**
2. **Time period to submit a claim?**
  - 2.1. Your claim form and supporting claim documents must be submitted to us by you or the nominated beneficiary or alternative claimant (where applicable) within 45 days of the insured event. If we do not receive the information we need, the Insurer will close your claim.
3. **How do you claim your insurance benefits?**
  - 3.1. It's simple, CALL US on 0861 990 000 and we will guide you through the process.
  - 3.2. Please see **YOUR INSURANCE BENEFITS** section and claim forms for the required documents to finalise your claim.
  - 3.3. On approval of a valid claim, the cash payout can be used for any purpose you see fit.
4. **General requirements for any claim:**
  - 4.1. **We have the right to request additional supporting documents at any time** if we are unable to validate the claim with all the information requested in this policy and the claim forms.
  - 4.2. **IMPORTANT:** Details of the additional information we may require will be provided with your claim form. If we request the additional information from you, it is because it is necessary for us to finalise the claim. We will require your cooperation in providing us with the additional information.
  - 4.3. **If we approve your claim, you (or any other approved claimant) will be required to provide us with a copy of the claimant's identity document and South African bank statement that clearly shows the name and address of the account holder, the account number as well as the bank date stamp.**
  - 4.4. **All costs incurred in submitting a claim are for your account.**
  - 4.5. **Your claim documents can be sent by any of the methods below to:**

**THE UNLIMITED – CLAIMS DEPARTMENT**

Postal address: Private Bag X7028, Hillcrest, 3650

Physical Address: No. 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610

Email address: [tuclaims@iua.co.za](mailto:tuclaims@iua.co.za)

Fax number: 086 206 4069
  - 4.6. 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 close or repudiate your claim.
  - 4.7. **There are some more important details which you will find in this document under the section STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS. Please make sure you read and understand it and if you have any questions please call us on the number we have provided.**
  - 4.8. Payment made to any approved claimant will discharge our and the Insurer's liability and obligations arising out of the event/s which led to the claim.
  - 4.9. In the event that a benefit is paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action, the beneficiary/claimant will be obliged to repay or return the benefit received under this policy and we will be entitled to take legal action to recover the benefit and/or any costs associated with such legal action.
5. **Claim repudiations:**
  - 5.1. If the Insurer repudiates your claim, we will notify you of the repudiation. If you wish to challenge the repudiation, you will have

90 (ninety) days to make written representations to us or the Insurer ([SSL.complaints@santam.co.za](mailto:SSL.complaints@santam.co.za)). The Insurer has 45 (forty-five) days from receipt of such written representation to notify you of their final decision.

- 5.2. If the Insurer's decision remains unchanged, you have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to:
  - 5.2.1. institute legal action (if you do not, you may no longer have any claim); and/or
  - 5.2.2. lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or the Financial Sector Conduct Authority.
- 5.3. **There are more important details about this process in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section below.**

## GENERAL POLICY EXCLUSIONS

General exclusions are specific items, losses or events that are not covered by this policy.

1. The Insurer will NOT cover any claim if you have:
  - 1.1 added additional dependants who are not related to you through blood or a legally recognised relationship and who are not totally financially dependent on you for their livelihood and support including payment of their food, water, medicine, shelter and clothing at the time of the incident that led to a claim under this policy;
  - 1.2 added children who are either over the age of 21 or not totally financially dependent on you for their livelihood and support and payment of their food, medicine, shelter, education, money and clothing at the time of the incident that led to a claim under this policy;
2. The Insurer will NOT cover any claim where at the time of the incident that led to a claim under this policy:
  - 2.1. the insured event occurred before the start date of this policy or outside the borders of South Africa;
  - 2.2. you failed to pay any premium on or before the due date, subject to the provisions of this policy;
3. The Insurer will NOT cover any claim which directly or indirectly resulted from you or any life insured:
  - 3.1. partaking in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 3.2. exposing yourself to nuclear reaction or radiation of any kind;
  - 3.3. attempting to commit or having had wilful involvement in any unlawful/illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);
  - 3.4. driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
  - 3.5. committing suicide or any intentional self-harm that results in death, unless the waiting period is met;
  - 3.6. committing fraud or attempted fraud, or did not tell us the truth or did not give us all the correct details, including about your health (now or when you claim).
  - 3.7. partaking in any of the below high-risk activities/occupations:
    - 3.7.1. any sport as a professional;
    - 3.7.2. parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
    - 3.7.3. racing, speed or endurance tests on or in power driven vehicles or crafts;
    - 3.7.4. flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
    - 3.7.5. mountaineering of any nature, wall/rock climbing and bouldering;
    - 3.7.6. bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
    - 3.7.7. game hunting;
    - 3.7.8. quad biking;

- 3.7.9. digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
- 3.7.10. consumed, used and/or abused any intoxicating substance (for example, however not limited to, medication, illegal narcotics/drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.

## SANCTIONS

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

## YOUR INSURANCE BENEFITS

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

### A. LIFE COVER: DEATH CASH, EXTENDED DEATH CASH (MONEY BACK) AND BREADWINNER (YOUR FAMILY STAYS COVERED) BENEFITS

1. **Specific additional definitions for your death cash benefit, extended death cash benefit (money back benefit) and breadwinner benefit (your family stays covered benefit)**
  - 1.1. **accidental death** means your death because of an accident. In cases of accidental death, a post-mortem and an inquest are held.
  - 1.2. **acquired immune deficiency syndrome/AIDS** has the meaning given to it by the World Health Organisation and includes, without limitation, Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV or confirmation of treatment – and regardless whether the illness caused further problems such as tuberculosis, gastroenteritis, multiple organ failure, hepatitis, stroke, immunocompromised system or pneumonia.
  - 1.3. **natural death** means the death of an insured person because of a natural cause such as a medical condition/illness (e.g. cancer, stroke or heart attack).
2. **Important information about your death cash benefit, extended death cash benefit (money back benefit) and breadwinner benefit (your family stays covered benefit)**
  - 2.1. This is **NOT A FUNERAL POLICY**.
  - 2.2. **Waiting periods apply**.
  - 2.3. You are only covered for death which occurred within of the borders of South Africa.
3. **Benefit: death cash benefit**

We will pay a lump sum amount on the death (accidental or natural) of an insured person from any cause not excluded under the policy, up to the benefit limit as stated in the **benefit limits** table below.

Benefit limits			Premium payable to the Insurer
<p><b>R40 000.00</b> (forty thousand Rand) for <b>natural death</b>. This benefit limit is increased to <b>R80 000.00</b> (eighty thousand Rand) for <b>accidental death</b> (death caused by an accident).</p> <p><b>Important:</b> If you choose to cover your children, the benefit limits for children are set to the following sliding scales:</p>			<p>The premium for you and your spouse is R84.82 per month.</p> <p>The following <u>additional</u> premium/s will be payable for including your:</p> <ul style="list-style-type: none"> <li>• Children (up to a max of 5) – additional R74.31 per month.</li> <li>• Additional dependants (up to a maximum of 3) – additional R49.38 per month for each additional dependant.</li> </ul>
Age of child/ren	Benefit limits for <b>natural death</b>	Benefit limits for <b>accidental death</b>	
From the day your child is born alive, up to 11 months old	R4 000.00	R8 000.00	
Child 1 – 5 years	R8 000.00	R16 000.00	
Child 6 – 13 years	R12 000.00	R24 000.00	
Child 14 – 21 years	R16 000.00	R32 000.00	
<p><b>Who is covered?</b></p> <p>1. <b>You</b>, the main member, and your <b>spouse</b>, provided that we have your and your spouse's name and date of birth on record</p> <p>2. <b>Children (up to a maximum of 5) and additional dependants (up to a maximum of 3)</b></p> <p>If you choose to cover children and/or additional dependants, we require that:</p> <ul style="list-style-type: none"> <li>• we have their names and dates of birth on record.</li> <li>• children must be under the age of 21 years. All children and additional dependants must be related to you through blood or a legally recognised relationship and they must be totally financially dependent on you i.e. you are responsible for their livelihood.</li> <li>• we have received the additional premium/s for all additional lives insured, where applicable.</li> </ul>			

4. **Benefit: breadwinner benefit (your family stays covered benefit)**  
 In the event of your (the main member's) death from any cause not excluded under the policy, your spouse (and any other insured person under your policy at the time of your death) will stay covered under the death cash benefit, up to the benefit limit stated in the **benefit limits** table for the death cash benefit above.

Benefit limits	Premium payable to the Insurer
In the event of your death (the main member only), your family (spouse, children and up to 3 additional dependants), will stay covered under	The premium for you is R0.16 per month.

the death cash benefit only for **up to 6 (six) months** from the date of your death.

There must be a valid death cash benefit claim paid out on your death to qualify for this benefit. Interest is not applicable and will not be paid.

Your **spouse, children and up to 3 additional dependants** will stay covered under your policy, subject to:

- their names and dates of birth being on record.
- them already being covered under your policy at the time of your death.
- your children being under the age of 21 years. All children and additional dependants must be related to you through blood or a legally recognised relationship and they must be totally financially dependent on you i.e. you are responsible for their livelihood.
- us having received the additional premium/s for all additional lives insured, where applicable, up to the date of your death.
- a valid and approved death cash benefit claim in the event of your (the main member's) death.
- your spouse being covered under your policy and on record at the time of your death.  
**Please note:** if you do not have a spouse covered under your policy at the time of your death, your family will **NOT** qualify for this benefit.
- your spouse becoming the main member for this purpose. You authorise us to accept an automatic cession of the policy to your spouse (whose name and date of birth you have given us) in the event of your death and the subsequent successful claim under the death cash benefit.

#### **Who is covered?**

**You**, the main member, only. This insurance benefit cannot be claimed if another insured person passes away, only when the main member dies and not if the policy is terminated for any other reason.

#### 5. **Benefit: extended death cash benefit (money back benefit)**

We will pay a lump sum amount on your death (the main member) from any cause not excluded under the policy, up to the benefit limit as stated in the **benefit limits** table below.

<b>Benefit limits</b>	<b>Premium payable to the Insurer</b>
This amount will be calculated from the first successful collection of your payment, up to the last payment successfully collected before your death. To be clear, this benefit can only be claimed if you (the main member) pass away and not if the policy is terminated for any other reason. Interest is not applicable and will not be paid.	The premium for you is R8.00 per month.

<p><b>Who is covered?</b></p> <p><b>You</b>, the main member only. This insurance benefit cannot be claimed if another insured person passes away, only when the main member dies.</p>	
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6. **Waiting periods specific to your death cash benefit, extended death cash benefit (money back benefit) and breadwinner benefit (your family stays covered benefit)**

Claims for your natural death (including natural death resulting from venereal disease, AIDS, or HIV or AIDS-related complications) have the following waiting periods for the event giving rise to the claim:

- 6.1. The waiting period starts from the date we successfully receive your first payment (including the premium) and ends after a minimum of 6 (six) payments have been received.
- 6.2. Claims for suicide or any self-inflicted death: the waiting period will start from the date we successfully receive your first payment (including the premium) and ends after a minimum of 24 (twenty-four) payments have been received.
- 6.3. There is no waiting period if your death is caused by an accident (accidental death).

7. **Nominated beneficiaries**

You must nominate a beneficiary when you take out the policy. A nominated beneficiary is any one person who we will pay in the event of your (the main member's) death. Your nominated beneficiary does not need to be someone who is insured under this policy, it is the person you choose to receive the benefit payout in the event of your death. It is your responsibility as the main member to advise us of your nominated beneficiary, including his/her identity number, contact details and date of birth, and any changes you make in this regard. You may change your beneficiary any time prior to a death claim for you, the main member, by notice in writing or by contacting us telephonically. This is the only way to nominate or change a beneficiary after you have taken out this policy. No testamentary instrument (e.g. a Will) will change the beneficiary you have nominated. If no beneficiary has been nominated or none is alive when you die, the insurance benefit will be paid as set out in this insurance benefits section. Only one beneficiary can be nominated at any one time.

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

**IMPORTANT: it is only in the event of the main member's death (your death) that the nominated beneficiary will be paid. In all other claims you, the main member, will be the claimant and the beneficiary.**

8. **Who will we pay?**

- 8.1. We will pay you, by payment into your South African bank account, from which we have collected the payment (including the premium).
- 8.2. If you, the main member, have died and there is a claim approved for your death, we will pay the proceeds of a valid claim to:
  - 8.2.1. The nominated beneficiary, if you have nominated such beneficiary. You must provide us with the details of your nominated beneficiary prior to your death. At time of claiming we will require proof of their identity (Certified copy of ID) and proof of their South African

- bank account which also reflects their residential address and including other information that we may require to ensure that the correct person is paid and that they do not appear on a sanctions list; or
- 8.2.2. The claimant, where you have not nominated a beneficiary, or failed to provide us with all the information of a beneficiary. The claimant is:
    - 8.2.2.1. your recognised spouse. We will require proof of their identity, residential address, proof of their South African bank account and status (for example: ID book, proof of marriage, proof of cohabitation or interdependency); or
    - 8.2.2.2. the executor of your Estate (Letters of executorship will be required); or
    - 8.2.2.3. any claimant that has a Letter of Authority to claim, provided they can verify their identity (for example, ID book and letters of executorship/authority). We will also require proof of the late Estate South African bank account details, into which the claim will be paid.

**Please note:** We will need to conduct screening on beneficiaries and claimants in compliance with money laundering legislation prior to making claim payments.

8. **Compulsory documents/information required for your death cash benefit, extended death cash benefit (money back benefit) and breadwinner benefit (your family stays covered benefit)**

8.1. Completed claim form

8.2. Copies of:

- 8.2.1. Deceased's ID (Certified copy).
- 8.2.2. Death certificate (Certified copy).
- 8.2.3. Notification of death form, completed by a doctor (otherwise called a DHA-1663/DHA-1680 form).
- 8.2.4. Police report (for accidental death claims only).
- 8.2.5. Motor vehicle accident report (motor accident death claims only).

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

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

**DETAILS OF THE INTERMEDIARY (BINDER HOLDER)**

Company Name: The Unlimited Group (Pty) Ltd (The Unlimited)  
Physical Address: No. 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610  
Postal Address: Private Bag X7028, Hillcrest, 3650  
Telephone Number: 0861 990 000  
Fax Number: 0865 009 307  
Email Address: [info@theunlimited.co.za](mailto:info@theunlimited.co.za)  
Website: [www.theunlimited.co.za](http://www.theunlimited.co.za)  
Company Registration Number: 2002/002773/07  
FSP License Number: 21473  
VAT Number: 4360161139  
Details of FAIS Compliance: Moonstone Compliance  
Compliance Officer: Ms CL Payne  
Postal Address: 25 Quantum Street, Technopark, Stellenbosch, 7600  
Telephone Number: 021 883 8000  
Fax Number: 021 883 8005  
Email Address: [cpayne@moonstonecompliance.co.za](mailto:cpayne@moonstonecompliance.co.za)

a.	<b>Conflict of interest</b>	In accordance with our conflict management policy, we place a high priority on our customers' interests. We will try to identify, manage and as far as reasonably possible avoid any such instances. 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>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: If there has been no insured event and no benefit has yet been claimed or paid, you have the right to cancel the policy by giving us written or telephonic notice within 5 business days of you receiving this Statutory Notice of Disclosures OR from a reasonable date on which it can be deemed that you received this Statutory Notice of Disclosures.</p> <p>The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all premiums or moneys paid by the premium-payer provided there has been no claim.</p>
c.	<b>Insurance cover</b>	The Unlimited holds professional indemnity and fidelity insurance.
d.	<b>Intermediary Services</b>	The Unlimited does not provide advice as defined in the FAIS Act, we only provide factual information. To ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, you must request all the necessary documentation and information you feel necessary for you to make an informed choice before you make a final decision.

e.	<b>Written mandate to act on behalf of the 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.
f.	<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.
g.	<b>Waiver of rights</b>	The law does not allow a financial services provider to request or induce in any manner a customer to waive any right or benefit conferred on them in terms of legislation, nor allow a financial services provider to act on any such waiver. Any such waiver is null and void.
h.	<b>Financial Intelligence Centre Act (FICA)</b>	Please note that in terms of the Financial Intelligence Centre Act, the Insurer as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities. We also conduct sanctions screening to ensure that we are not conducting business with individuals who appear on sanctions lists. If you are a Domestic Prominent Influential Person or a Foreign Prominent Influential Person in terms of the FICA Act please let us know by calling our call centre.
i.	<b>Legal status</b>	<p>The Unlimited is an authorised financial services provider (FSP21473).</p> <p>License limitations:</p> <ul style="list-style-type: none"> <li>• We must inform the Registrar of any business information change within 15 days.</li> <li>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</li> <li>• We accept responsibility for services provided by our Representatives, whilst acting in the scope of their employment/contracts and confirm that some services are rendered under supervision – please refer to the FSCA's webpage to view a full list of our Representatives. Steps to follow: <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> </li> <li>• We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act.</li> <li>• Our insurance products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect</li> </ul>

		of Category 1, Long-Term Insurance Subcategories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines (A1), Short-Term Personal Lines A1 and Short-Term Insurance Commercial Lines.
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## DETAILS OF THE INSURER FOR THE INSURANCE POLICY/BENEFITS

That underwrites the insurance benefits, and which is a licensed 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
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 Rynners
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. Please view our full Complaint Process on [www.theunlimited.co.za](http://www.theunlimited.co.za)

### Step 2: Dispute Resolution Process

Should the outcome of your complaint not be in your favour, then you have the right to request The Unlimited to have the matter reviewed; We will notify you of the name and contact details of The Unlimited representative who will be tasked to facilitate the dispute resolution process; and When a decision has been reached you will be provided with the outcome of such decision together with reasons.

### Step 3: Representation to the Insurer

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

The Market Conduct Officer:

Telephone:	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 use any of the channels provided as you see appropriate.**

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

### **National Financial Ombud Scheme**

Cape Town physical address: Claremont Central Building, 6th Floor,  
6 Vineyard Road, Claremont, 7700

Johannesburg physical address : JHB Physical Address: 110 Oxford Road,  
Houghton Estate, Illovo, Johannesburg, 2198

Share call number: 0860 800 900

Email: [info@nfosa.co.za](mailto:info@nfosa.co.za)

Website: [www.nfosa.co.za](http://www.nfosa.co.za)

### **The Financial Advisory and Intermediary Services (FAIS) Ombudsman**

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

Postal Address: PO Box 41, Menlyn Park, 0063

Physical Address: Menlyn Central Office Building, 125 Dallas  
Avenue, Waterkloof Glen, Pretoria, 0010

Telephone number: 012 762 5000

Sharecall 086 066 3274

Email: [nfo@faisombud.co.za](mailto:nfo@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 20 37 22

Website: [www.fsca.co.za](http://www.fsca.co.za)

## **OTHER IMPORTANT MATTERS**

- You must be informed of any material changes to the information in this notice. If the information was given orally, it must be confirmed in writing within 31 days.
- If any complaint to The Unlimited or the Insurer is not resolved to your satisfaction, you may submit the complaint to the National Financial Ombud Scheme as an insurance complaint, or to the FAIS Ombud.
- If your premium is paid by means of debit order, it may only be in favour of one legal entity or person and may not be transferred without your approval.
- Unless you commit fraud, the Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Insurer must give reasons for rejection of your claim.
- The Insurer may not cancel your insurance merely by informing The Unlimited. There is an obligation to make sure that the notice has been sent to you.
- You are entitled to a copy of the policy documents and copy of the voice log of the sale free of charge.
- Polygraphs or similar tests are not obligatory, and claims may not be rejected solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let us know on 0861 990 000.

- Your policy documents contain the name, class and type of policy, special terms and conditions, exclusions, waiting periods, as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

## WARNING

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

## TREATING THE CUSTOMER FAIRLY (TCF)

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

The systems and processes we have put in place ensure that all of our customers are treated fairly at every interaction.

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

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

## HOW WE USE YOUR PERSONAL INFORMATION

Please read this section carefully as it contains important information about the personal details that you have given to us. Please make sure that you provide this section of the Statutory Notice of Disclosures to any other party related to this insurance as it contains information about the protection of your, as well as their personal information. Information about the parties to this policy (agreement) or persons whose interests are protected by this agreement may be processed for the various legal reasons outlined below.

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

The main member ("**you**") hereby warrants and understands that we, including our authorised agents, partners and service providers/contractors may:

1. **Collect information:**
  - 1.1. from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.
  - 1.2. that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the continuance of your agreement/policy or the meeting of any claim you submit. Such information may be given to any insurer or its agent and authorised agents, partners and service providers/contractors.
  - 1.3. including (amongst others), information about your criminal or credit history, insurance history, marital status, national origin, age, sex, sex life, language, birth, education, financial history, identifying number, email address, physical address, telephone number, online identifiers, social media profile, health, disability, pregnancy, biometric information (like fingerprints, your signature or voice), race or ethnic origin, trade

union membership, political persuasion, financial history, criminal history and your name.

- 1.4. that you warrant you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service providers/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.
2. **Process your information for the following reasons (amongst others):**
  - 2.1. to enable us to underwrite policies and assess risks fairly, for the performance of your insurance agreement and the enforcement of our contractual rights and obligations:

**Note:** Any personal information provided to us, including sensitive health information and that of minor children, will be collected and used to allow us to fulfil our obligations to you in terms of this agreement and to assess risks fairly. In addition, the personal information may be shared internally with our departments (who need this information), or externally with third parties to comply with insurance obligations or legal requirements or in the exercise of our rights. Please contact us should you have any objections.

- 2.2. to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
  - 2.3. to process payment instruments and payment instructions (like a debit order).
  - 2.4. to do affordability assessments, credit assessments and credit scoring.
  - 2.5. to manage and maintain your agreement/policy or relationship with us.
  - 2.6. to disclose and obtain information about you from credit bureau regarding your credit history.
  - 2.7. to enable you to participate in the debt review process under the National Credit Act 34 of 2005.
  - 2.8. for security, identity verification and to check the accuracy of your information.
  - 2.9. where required, we may transfer your personal information outside of South Africa in compliance with the law.
  - 2.10. for customer satisfaction surveys, promotional and other competitions.
  - 2.11. using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may query the decision made about you.
  - 2.12. to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you purchase products or services from us, we can market other similar products and services to you even after this agreement ends and share market innovations with you.
  - 2.13. Payment of the premium also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
3. **Share your information with the below persons (amongst others) who are bound to keep it secure and confidential:**

<ul style="list-style-type: none"><li>▪ Attorneys, tracing agents, &amp; debt collectors when enforcing agreements</li></ul>	<ul style="list-style-type: none"><li>▪ Debt counsellors &amp; payment distribution agents during any debt review process</li></ul>
<ul style="list-style-type: none"><li>▪ Payment processing service providers, merchants, banks to process payment instructions</li></ul>	<ul style="list-style-type: none"><li>▪ Insurers and other financial institutions when providing insurance or assurance</li></ul>
<ul style="list-style-type: none"><li>▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you</li></ul>	<ul style="list-style-type: none"><li>▪ Regulatory authorities, ombudsman, governments, local and international tax authorities &amp; credit bureaus when we must share it with them</li></ul>

4. **The Unlimited automatically updates and keeps your information accurate**  
We may submit your information to, and receive information about you from, credit institutions (such as 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. We may also do this to ensure the quality and accuracy of your identity and contact information to ensure we can make positive contact with you; and your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

**Your rights:**

You have data protection rights which are described in detail on [www.theunlimited.co.za](http://www.theunlimited.co.za). To request access to your information, contact us at the contact details provided above.