

**ALL YOUR
PRODUCT
BENEFITS
UNPACKED.**



Unlimit Your Life.

THE UNLIMITED

FSP 21473

CONTENTS PAGE

	Pages
SECTION 1: TERMS AND CONDITIONS	
A. DEFINITIONS	3
B. THE BENEFIT	3
C. IMPORTANT INFORMATION	4
D. GENERAL	4
SECTION 2: MEMBERSHIP AGREEMENT	
1. WHO IS PART OF THE AGREEMENT?	6
2. YOUR BENEFIT EXPLAINED	6
3. GENERAL	6
4. WE WOULD LOVE TO HEAR FROM YOU	7

TELEPHONIC HEALTH INFORMATION LINE - TERMS AND CONDITIONS

These Terms and Conditions ("the Terms") should be read carefully to ensure that You are familiar with the contents. The Terms MUST be read in conjunction with The Unlimited Family Membership Agreement ("the Agreement"), which is incorporated herein by reference. If You have any queries concerning the Benefit, these queries can be directed to The Unlimited, by calling 0861 990 000.

A. DEFINITIONS

Unless the context requires otherwise, the following terms have the meaning as assigned alongside them;

1. "Beneficiary" or "Beneficiaries" means the main member and his or her Spouse and his/her Child/Children whose names and dates of birth the main member has provided to Us with and who We have agreed to include as Beneficiaries of the Benefit.
 2. "Benefit" means the Telephonic Health Information Line benefit as provided by the Service Provider.
 3. "Child" or "Children" means Your biological children, stepchildren, adopted children and children of whom You are the primary caregiver because the biological parents are deceased or have absconded. Each Child listed on the Benefit should live with you ordinarily, be financially dependent on you and be under the age of 21 years. The Benefit will apply up to 5 Children who you have listed and who fit the definition contained herein.
 4. "Service Provider" means CIMS South Africa (Pty) Ltd, a registered financial services provider with FSP Number 9859.
 5. "Spouse" means a person to whom You are married by civil law, tribal custom or in terms of any religion. Spouse also includes a life partner who lives ordinarily with you in South Africa.
 6. "Us" and/or "We" and/or "Our" And/or "The Unlimited" means The Unlimited Group (Pty) Limited, being the administrator of these Terms and the entity that markets the Benefit to You.
 7. "You" or "Your" means the main member, as well as his/her Spouse and his/her Child/ren as defined above, and as indicated by the context.
-

B. THE TELEPHONIC HEALTH INFORMATION LINE – THE BENEFIT

1. The Benefit provides You with unlimited, free, telephonic health information and assistance, 24 hours a day, 7 days a week, 365 days a year, from a medically trained team.
2. You will have easy access to information and assistance regarding various medical issues, including, but not limited to the following;
 - 2.1. General Health;
 - 2.2. COVID-19;
 - 2.3. Pregnancy;
 - 2.4. Understanding Chronic Diseases;
 - 2.5. Mom, Baby and Childcare;
 - 2.6. Men's and women's health issues;
 - 2.7. Information on pre-trip and post-trip medications and precautions whilst traveling locally and internationally;
 - 2.8. Explanation and interpretation of terminology in relation to diagnostic test results; and
 - 2.9. Poison Hotline.
3. The Benefit will also provide you with a referral to the appropriate crisis line call centre in the event of;
 - 3.1. Family and Domestic Abuse;
 - 3.2. Rape;
 - 3.3. Trauma;

- 3.4. Child Abuse;
 - 3.5. Bereavement;
 - 3.6. HIV/AIDS; and
 - 3.7. Suicide Hotline – Lifeline.
4. To make use of this Benefit and to obtain your medical information and assistance, call 0861 990 000.
-

C. IMPORTANT INFORMATION

1. The Benefit is available to any Beneficiary whose details You have provided us with.
 2. The Benefit is available to You from the Start Date, for a period of 12 (twelve) consecutive months. The Start Date is the date on which We send You an SMS confirming Your acceptance of the Benefit. The Benefit will automatically terminate 12 (twelve) months after the Start Date, without further notice to You.
 3. You must quote Your membership number and/or Your personal particulars (identity number) and a description of the medical situation and the nature of the assistance required whenever You access the Benefit.
 4. The Benefit does not include consultations, diagnosis of any illness or condition or the recommendation of any treatment plan. Accordingly, in the event of illness, the Beneficiary should consult a doctor or local clinic.
 5. You must ensure that all information provided to the Call Centre Consultant is correct, complete and up to date. This includes providing all information relating to any pre-existing medical condition and medical history. In the event of Your failure to provide correct, complete and/or up to date information, You may receive incorrect medical information.
 6. You agree to irrevocably and completely release the Contact Centre Consultants, the Service Provider and Us of any and all errors and/or omissions, known or unknown, foreseen or unforeseen, knowingly or unknowingly, which may arise, as well as for all claims and/or actions for damages arising from or in connection with the telephonic information or assistance provided in accessing the Benefit.
 7. All medical information and assistance is provided by the trained medical team of the Service Provider.
-

D. GENERAL

1. These Terms apply purely to the Benefit as described herein.
2. **The Benefit is provided by the Service Provider. The Service Provider is not an agent of The Unlimited.**
3. These Terms together with any information You have provided to The Unlimited verbally, constitutes a binding agreement between You and The Unlimited.
4. These Terms will continue to apply in respect of the Benefit, notwithstanding any further agreement concluded between You and Us in respect of further products or services, unless otherwise specified in writing.
5. You acknowledge that the obligation to provide the Benefit is that of the Service Provider. You accordingly waive any and all claims against The Unlimited, its successors and assigns for all and any losses, damages, claims and costs suffered by You, whether directly or indirectly attributable to any failure by the Service Provider to provide the Benefit, alternatively, as a result of the Service Provider's provision of a defective Benefit.
6. The Unlimited and/or the Service Provider may cancel and/or amend these Terms at any time, on 31 (thirty one) days written notice to You.
7. Subject to the provisions of the Agreement, The Unlimited shall be entitled, at any time and in its sole and absolute discretion, to terminate these Terms, and neither The Unlimited nor the Service Provider shall be

- liable for any damages or loss suffered by You as a result.
8. You may terminate these Terms at any point, by calling Us on 0861 990 000.
 9. Under no circumstances whatsoever, shall The Unlimited or the Service Provider be liable to You for consequential, indirect, special, punitive or incidental damages.
 10. You indemnify The Unlimited against all claims, damages and losses which We may suffer as a result of Your intentional and/or negligent conduct.
 11. You consent to The Unlimited;
 - 11.1. storing and processing Your personal information to enable You to access the Benefit;
 - 11.2. marketing other products and services to You from time to time;
 - 11.3. providing Your personal particulars and contact information to the Service Provider and the insurer to enable them to contact You for the purposes of providing You with the Benefits.
 - 11.4. disclosing Your personal information to third parties where The Unlimited is legally compelled to do so.
 12. Should you make use of the Benefit at any point in time, you will be deemed to have read, understood and accepted these Terms.
 13. The Unlimited shall not be a party to, or otherwise, become involved in, any dispute between You and the Service Provider including with respect to the provision of the Benefit.
 14. The physical address You provide to The Unlimited when applying for membership of the Benefit is the domicilium citandi et executandi which You choose as the address where any documentation, notice or process of court may be served on You.
 15. You must promptly advise The Unlimited telephonically of any change to Your personal particulars.
 16. Any indulgence, leniency or extension of time which The Unlimited or the Service Provider may grant You shall not in any way prejudice or preclude them from exercising any of their rights in the future.
 17. Should any clause in these Terms become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected or impaired thereby.
 18. These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa.
 19. You consent to the jurisdiction of the Magistrate's Court irrespective of the amount in dispute. In the event that The Unlimited takes legal action against You, You agree to pay The Unlimited's legal costs on the attorney and client scale as well as any costs associated with tracing agents and collection fees.
 20. You may not cede or assign or otherwise make over or dispose of any of Your rights or obligations under these Terms.

THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

The Unlimited Family Membership Agreement (“Agreement”) should be read together with the Telephonic Health Information Line – Terms and Conditions (“Terms”) as attached. Those terms as defined in the Terms, will have the same meaning within this Agreement, unless otherwise specified or indicated.

1. WHO IS PART OF THE AGREEMENT?

- 1.1. You and Your Spouse and Child/Children whose names and dates of birth You have provided to Us and who We have agreed to include as members.
AND
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring You the Benefit and provide intermediary services in respect of insurance cover and further products and services.

2. YOUR BENEFIT EXPLAINED

- 2.1. From the Start Date, and for a period of 12 (twelve) consecutive months thereafter, You get the following Benefit:
 - i. 24/7 Telephonic Health Information Advice Line. This Benefit is provided through CIMS. Qualified nursing staff are available 24 hours a day, 7 days a week, 365 days a year, to provide general medical information and advice via telephone as set out further in the Terms. This Benefit applies to telephonic advice only.
 - ii. We negotiate rates and terms with service providers on Your behalf and arrange insurance cover for You.
- 2.2. The Start Date is the date on which We send You an SMS confirming Your acceptance of the Benefit. From the Start Date, You can commence using the Benefit.
- 2.3. This Agreement and the Benefit will automatically terminate after 12 (twelve) consecutive months from the Start Date, without further notice to You.
- 2.4. Your use of the Benefit is subject to the terms of this Agreement and the Terms.
- 2.5. To access Your Benefit:
 - a. You must contact the 24-hour Telephonic Health Information Advice Line on 0861 990 000.
 - b. You will need to provide Your membership number, and/or personal particulars (identity number) and a description of the medical situation and the nature of the assistance required.
- 2.6. If You are unsure of when the Start Date is, or how to utilise the Benefit, please contact Us.

3. GENERAL

- 3.1. You can cancel at any time – give Us a call so that We can assist You and help You make the right decision.
- 3.2. You must be under the age of 65 to enter into this Agreement. Any membership benefits that apply to dependants will end should this Agreement end for any reason.
- 3.3. We can change this Agreement but we will give You 31 days’ notice (warning) before We change any of the terms. We will send you an SMS, email or letter. If You have a preference about how We communicate with You, let Us know.
- 3.4. We may cancel this Agreement at any time should You not fulfil Your duties under this Agreement or if You are dishonest or fraudulent in Your actions, by:
 - a. Us giving You immediate notice in writing of cancellation for fraudulent or dishonest actions; and
 - b. Us giving You 31 days’ notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this Agreement).
- 3.5. In the event of fraud, misdescription, misrepresentation or non-disclosure of material facts at any time, We reserve the right to void or cancel the Agreement and/or Terms with immediate effect or declare the Agreement

and/or Terms null and void from inception.

4. WE WOULD LOVE TO HEAR FROM YOU

Whether it's a complaint or a compliment, a question or a comment, even if You just want to have a chat about Our products or what is important to You, We would love to hear from You.

You can get in touch with Us in any one of the following ways:



on our 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;

OR



Call us on **0861 990 000**.