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

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# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

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

1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse, children and other adults who are dependent on you.

### **AND**

1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.

1.3. By making payment of your monthly fee you:

- i. agree and want to be a party to this membership agreement;
- ii. allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
- iii. agree that we can market other products and services to you even after this agreement ends, share market innovations with you and you consent that we can submit your information to, and receive information about you from, credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.

1.4. **The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy). Payment of the fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take the additional products from us.**

1.5. **The Premium, which is payable by us to the insurer will be disclosed on the policy or endorsement.**

1.6. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. NAEDO is a debit collection and tracking system that allows us to process your debit closer to your salary payment date thereby improving the likelihood of a successful debit collection.

1.7. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.

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

- 2.1. For your monthly membership fee (after we pay the premium for insurance Cover) you get the following benefits:
  - i. The Unlimited SIM card ("**the SIM card**");
  - ii. R150 Airtime every month;
  - iii. Double Airtime and Data awards; and
  - iv. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have received payment of the first monthly fee you can start using your benefits, but the insurance Cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

## 3. WHAT AIRTIME AND DATA AWARDS HAVE YOU GOT AND WHEN CAN YOU USE THEM?

### 3.1. Your Airtime and Data Awards

#### 3.1.1. FREE CONNECT AIRTIME

Every time we successfully collect your monthly membership fee, we will provide you with an airtime amount of R150. Connect Airtime will be activated from the successful collection of your monthly membership fee and available for a period of 30 days, after which it expires.

#### 3.1.2. DOUBLE AIRTIME

Every time you load airtime onto the SIM card (with a Cell C top up voucher) you will receive the same amount of free airtime from us. For example, if you purchase and load a R20 Cell C voucher onto the SIM card, we will double your airtime by giving you another R20 free. Please note your free airtime lasts a period of 30 days.

#### 3.1.3 DOUBLE DATA

Every time you purchase Data through The Unlimited App, you will receive the same amount of free data from us. For example, if you purchase and load 25MB of data onto the SIM card, we will double your data by giving you another 25MB free. Please note, your free data lasts a period of 30 days.

- 3.2. You **CANNOT** convert your airtime awards into data bundles. You can use your airtime awards to make a call, surf the net or send SMS's and MMS's.
- 3.3. You **Only** get Double Data when you purchase data through The Unlimited App. The App is free and can be downloaded in Google Play Store or the App Store for Android and iOS phones respectively. Terms and conditions will apply.

## 4. HOW DO YOU ACCESS YOUR AIRTIME AND DATA BENEFITS?

- 4.1. You must RICA first before you can use your SIM card.
- 4.2. If you have any questions, our agents will be able to help you.

## 5. **IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH AIRTIME AND DATA AWARDS?**

- 5.1. If you do not pay your fee, you will not be able to use the benefits and we can also take back any Connect Airtime we gave you.
- 5.2. If you have committed fraud or have not given us all your correct details (now or when you use a benefit).
- 5.3. If you do not use the SIM card for a consecutive period of 90 days at any time from the Start date of the policy, you agree that we can deactivate your SIM card and give your number to someone else.




## 6. **HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?**

- 6.1. This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
- 6.2. You can cancel at any time – give us a call so we can assist you and help you make the right decision. There is a cooling-off period of 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.
- 6.3. We can change this agreement but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
- 6.4. **One of the changes we might make is a change to when the amount you pay in respect of the Fee. This will happen if you accept more membership or insurance benefits from us or annually if we need to do a price increase.**
- 6.5. We cancel this membership at any time should you not fulfil your duties under this membership 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 or the Non-payment of your fees;
  - b. Us giving You 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this membership); and
  - c. In the event of fraud, mis-description, misrepresentation or non-disclosure of material facts at any time, we reserve the right to void or cancel any membership or reject any claim with immediate effect or declare the membership null and void from inception.

## 7. **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 all 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](http://www.theunlimited.co.za);

OR



Call us on **0861 990 000**.

## INSURANCE POLICY WORDING

### LIFE COVER (DEATH CASH BENEFIT) and ACCIDENTAL INJURY 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 12** of this policy.

#### 1. DETAILS OF THE INSURER

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

**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 AND IS NOT A FUNERAL POLICY.**

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

An SMS 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 be by SMS to that number.

Alternatively, We will send You an email, letter or We will give You a call if that is Your preferred method of how We communicate with You. Let us know.

#### 3. POLICYHOLDER CONTACT INFORMATION

It is important that We have Your current contact number (cell phone number), email address, physical and/or postal address on record. If any of Your contact details change, You must let us know as soon as possible because **We will always communicate with You using Your last known details.**

#### 4. 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).

##### 4.1. FOR COMPLAINTS AND COMPLIANCE

It is important to us 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 amendments or further assistance.

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

You can cover Yourself, Your spouse, up to 5 of Your children and up to 3 other additional dependants.

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 for assistance.

#### IMPORTANT TO NOTE:

We require children or additional dependants to be:

- financially dependent on you; and
- be a member of your family through blood or by a recognised legal relationship, for children you must be their primary caregiver.

Failure to let us know, or non-adherence to these requirements could result in the rejection of a claim or voiding the cover.

#### 6. MONTHLY PREMIUMS PAYABLE

Your premium for the cover of the main member including any a spouse is **R28.54 pm**.

If You include Your children (up to a maximum of 5) on this Policy, the total premium for the cover will be an amount of **R56.04 pm** (that is an additional premium of **R27.50 pm** for adding Your children).

If You include other additional dependants (up to a maximum of 3) on this Policy, the additional premium for the cover will be an amount of **R18.43 pm** for each additional dependant.

It is important to remember that it is Your responsibility to pay policy premiums on time or You will not be covered. Please contact us should You wish to amend the premium collection (due) date.

**If this policy/cover suspends due to non-payment of premium/s and You start paying again, cover will start again and the waiting period/s will start again from month 1 (one).** Also see 9.3.3 [Waiting Periods] and 11.2 [Premiums] below for more conditions.

We may review the premium rates and change the premium or benefits at any time. Also see 11.2 [Premiums] below for more conditions.

#### 7. WHEN DOES YOUR COVER START?

As soon as We receive Your first premium You are entitled to Your insurance benefits (the "**Start Date**"), subject to any waiting period that may apply (see 9.3 below).

If You are unsure when Your cover starts, please contact us at any time to confirm the Start Date of Your insurance benefits.

#### 8. YOUR POLICY BENEFITS

8.1. We agree to pay Your claim/s subject to the terms, conditions, exclusions and cover limits, in consideration of, and conditional upon:

- i. the prior payment of the premium/s by You or on Your behalf and receipt of the premium thereof by us or on our behalf;
- ii. any proposal/application or other information supplied by, or on behalf of You, including any recorded phone calls made to or received by You, e.g. sales calls, will be the basis of this agreement of insurance and must be true and complete or benefits may not be paid (see 10.1.6 below);
- iii. where the insurance is varied or extended, the insurance provided by such Additional Benefit, Special Clause, Variation and Extension or endorsement is subject to the terms, conditions, exclusions and limitations of this Policy;
- iv. compliance by You with all the terms, conditions, limitations and exclusions contained in this policy, which is a condition precedent to our liability under the policy. Any breach entitles the Insurer to cancel the policy or reject any claim/s made; and
- v. we will only provide cover for people whose names and birth dates You have given us. They must be South African citizens or have residential rights in South Africa.



**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 the death of You, Your spouse from any cause not excluded under this Policy.	<b>R30,000.00</b> (Thirty Thousand Rand).  Waiting periods apply (see 9.3. below).
You can also choose to cover up to 5 Children under the age of 21 who are related to you through blood or a legally recognised relationship and you are their primary caregiver and they are financially dependent on you (whose names and dates of birth You have given us) <b>at an additional premium (refer to point 6 above).</b>	We will pay on the death of Your Child from any cause not excluded under this Policy.	Waiting periods apply (see 9.3. below).
	Child 0 – 11 months	R3,000.00 (Three Thousand Rand)
	Child 1 – 5 years	R6,000.00 (Six Thousand Rand)
	Child 6 – 13 years	R9,000.00 (Nine Thousand Rand)
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 name and date of birth You have given us; at an additional premium (refer to point 6 above).	We will pay on death of the named dependant from any cause not excluded under this Policy.	R30,000.00 (Thirty Thousand Rand)  Waiting periods apply (see 9.3 below).

**IMPORTANT: PRE-EXISTING CONDITIONS NOT COVERED**

**There is no cover under the death cash benefit for any death caused directly or indirectly by a medical condition or illness that you, or any other insured person had before the cover/policy was taken.**  
Refer to the definition of pre-existing condition in point 12, as well as to point 10, Cover Exclusions.

Examples of pre-existing medical conditions include diabetes, hypertension (high blood pressure), epilepsy and cancer, amongst others.

For illustration only:

- Hypertension** (high blood pressure) can lead to death as a result of a stroke/ heart attack and other consequences.
- Diabetes** can lead to death, as a result of kidney failure, heart disease or stroke and other consequences.
- HIV/AIDS** can lead to death, from pneumonia, tuberculosis and other consequences.

## ACCIDENTAL INJURY CASH BENEFIT

**Please remember that there is no cover for illness.**

Who is covered?	What is covered?	Benefit limits
<p>You, the main member, Your spouse (whose name and date of birth You have given us) and for whom the applicable premium has been paid (insured person/s).</p> <p>You can also choose to cover: Your Children (up to 5); and/or Additional dependants (up to 3); who are related to you through blood or a legally recognised relationship and who financially dependent on you; and whose names and dates of birth you have given us; at an additional premium (refer to <a href="#">point 6 above</a>).</p>	<p>We will pay an insured person the daily amount stated under the Benefit Limits following their admission to hospital for a full day (that is 24 hours in a row), as a direct result of an injury caused by an accident (accidental injury).</p>	<p>Your maximum benefit limit is <b>R100,000.00 per insured event</b>, per insured person. An insured person will be covered for <b>R1,000.00 per day for up to 100 days</b>, for each full day spent in hospital as a direct result of an accidental injury.</p> <p><u>No</u> Waiting periods apply (<a href="#">see 9.3 below</a>).</p>

### 8.2. Maximum payment (Accidental Injury Cash Benefits Only)

8.2.1. If You have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,000.00 from all policies combined. We are not liable to pay or contribute more than our pro rata portion of the maximum payable daily limit, subject to the maximum limit provided by this policy whichever is the lesser.

## 9. 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.

### 9.1. When can You claim?

9.1.1. Unless there is a waiting period ([see 9.3 below](#)), as soon as We have received Your first premium You are entitled to claim Your insurance benefits if an insured event occurs (the Start Date). You can only claim for the benefits covered under this policy if We successfully receive Your monthly premiums and you have complied with this Policy.

9.1.2. The insured event must have happened in South Africa and after the Start Date.

### 9.2. Time period to submit a claim?

9.2.1. Your claim form and supporting claim documents ([see 9.4 below](#)) must be submitted to Us within **30 days** of the insured event. If You do not provide us with the information We need to process Your claim, the Insurer is entitled to reject Your claim.

### 9.3. Waiting Periods?

9.3.1. There is no waiting period for Your Accidental injury cash benefit or if Death is caused by an Accident (Accidental Death).

9.3.2. 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:

- 9.3.2.1. 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.
- 9.3.2.2. 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.
- 9.3.2.3. If this policy/cover suspends due to non-payment of premium/s and You start paying again, the waiting period/s will continue from the last payment, until the minimum 12 premium payments have been received (or 24 payments for suicide).

#### 9.4. How do You claim Your insurance benefits?

9.4.1. It's simple, **CALL US on 0861 990 000** and We will guide You through the process.

9.4.2. Process for **ACCIDENTAL INJURY CASH BENEFIT** claims:

- a. You will be required to provide us with a completed claim form, a clear certified copy of the insured persons ID document (who received treatment whilst admitted to hospital), as well as the specific medical information We require to process Your claim (refer to 9.2 above for the time period in which to do so).
- b. The medical information, in the form of Hospital admission forms/ Hospital records detailing treatment, that You need to provide us with must be obtained by You from the clinic/hospital or the doctor/nurse that treated the insured patient. That medical information must contain at least the following information:
  - the date and time of the insured person's admission into, and discharge from, the hospital/clinic;
  - contact details of the hospital;
  - the final diagnosis of the accidental injury/s and the reason for the time spent in hospital;
  - all medication and treatment administered to the insured person;
  - details of any procedures the insured person underwent; and
  - the long-term prognosis for the insured person's injuries.

Please note that where an incident was reported/or should be reported to the SAPS, We could require You to provide us with a copy of the police or accident report.

9.4.3. Process for **DEATH BENEFIT** claims:

- a. You will be required to provide us with a completed claim form, as well as the specific documents/information listed below.
- b. Specific claim validation documents/information that must be submitted to us:
  - A certified copy of the deceased's ID;
  - A certified copy of the death certificate;
  - A copy of the notification of death form completed by a doctor (otherwise called a DHA-1663/DHA-1680 form);
  - A letter of executorship/authority when the benefit is payable to an estate;
  - A copy of the police report (for accidental death claims only); and
  - A copy of the motor vehicle accident report, if applicable (for

motor accident death claims only).

In addition to the above specific documentation/information required, if a claim is submitted by Your Spouse, then We will require:

- A copy of Your spouse's ID; and
- A copy of the marriage certificate.

When there is no Spouse, then We will require:

- A copy of the ID of the person claiming; and
- 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.

c. We reserve the right to request additional supporting documents at any time if We are unable to validate the claim with all the information requested above.

d. **IMPORTANT:** You should ensure that Your spouse and Your family members are aware of this Policy and how they can claim in the event of Your death.

- 9.4.5. 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 details, as well as the Bank date stamp.
- 9.4.6. All costs incurred in submitting a claim are for Your account.
- 9.4.7. Your claim documents can sent to us by any of the methods below:

## THE UNLIMITED – CLAIMS DEPARTMENT

Postal Address:	Private Bag X7028, Hillcrest, 3650
Physical Address:	1 Lucas Drive, Hillcrest, 3610
Email Address:	<a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a>
Fax Number:	086 206 4069

- 9.4.8. Failure by You to comply with our reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim documents/information may result in the rejection of Your claim by the Insurer.
- 9.4.9. **There are some more important details in the KEY INFORMATION & DISCLOSURE DOCUMENT provided to You.**

## 9.5. Who will We pay?

- 9.5.1. We will pay You, by payment into Your South African Bank Account. If You have died, We can pay Your spouse or the executor of Your estate BUT they will need to give us proof of their status (for example, identity details or letters of executorship) (see above). Payment to any of them will discharge Our liability.
- 9.5.2. If the person We have to pay ("the beneficiary") does not live in South Africa, the insurer may make payment into a foreign bank account, however:
- i. the beneficiary will need to meet any requirements of the insurer; and
  - ii. the claim will be paid to the value of the Rand amount and subject to any requirements by South African law and the laws of the country where the bank account is held.
- 9.5.3. Neither We nor the insurer will be responsible for meeting any legal requirements the beneficiary must meet to receive payment of a claim in South Africa or another country.

## 9.6. Claim rejections

- 9.6.1. If the insurer rejects Your claim, we will notify You of the rejection on their behalf, then You have **90 days** from the date of the notification

of the decision to challenge the insurer's decision on a claim 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 or Your claim will lapse.

9.6.2. There are some more important details in the KEY INFORMATION & DISCLOSURE DOCUMENT provided to You.

## 10. COVER EXCLUSIONS

Exclusions are specific items, losses or events that are not covered in terms of Your policy. These are specified below and it is important that You read and understand Your policy.

- 10.1. We will NOT pay a claim (note these are general exclusions that apply to all benefits):
- 10.1.1. if You participate in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 10.1.2. for loss which is a direct result of nuclear reaction or radiation;
  - 10.1.3. for any events that occurred before We receive Your first premium payable in terms of this policy;
  - 10.1.4. if You fail to pay any premium on or before the due date of payment, subject to 11.2 below;
  - 10.1.5. if Your claim is because of Your attempt to commit or willingly involving Yourself in any unlawful act (this can include, as an example, where You drive without a valid licence), any dangerous conduct, self-inflicted harm and/or substance abuse (for example, however not limited to, medication or illegal drugs, as well as alcohol and/or alcohol poisoning);
  - 10.1.6. if you have committed fraud, or you have not told us the truth (see 8.1(ii) above) or you have not given us all your correct details including about your health (now or when you claim);
  - 10.1.7. for additional dependants who are not related to you through blood or a legally recognised relationship and who are not financially dependent on you; and
  - 10.1.8. for children who are not financially dependent on you and for whom you are not the primary caregiver and/or over the age of 21.

10.2. In addition to the above general exclusions in 10.1 above, We will NOT pay a **LIFE COVER (DEATH CASH BENEFIT)** benefit claim:

- 10.2.1. if Your death or the death of an insured person is caused directly or indirectly because of any Pre-Existing Condition/s that relates to the claim (it is a condition You had or have before the Start Date of Your policy and includes any pre-existing illness, infirmity or congenital disorder (whether mental or physical)).

**IMPORTANT: More examples of excluded claims for death caused by pre-existing conditions:**

- i. The insured person is diagnosed/treated or should have been treated for hypertension (high blood pressure) by a doctor BEFORE the Start Date of this Policy (this is a pre-existing condition) and as a result of the High Blood pressure dies of a stroke, seven or more months AFTER the Start Date of the Policy. If the hypertension is the cause of the stroke, the Insurer can reject the claim.
- ii. The insured person is diagnosed/treated or should have been treated by a doctor for diabetes BEFORE the Start Date of this Policy (it is a pre-existing condition) and dies of heart disease nine months AFTER the Start Date of the Policy. If the diabetes is the cause of the heart disease, the Insurer can reject the claim.
- iii. The insured person is diagnosed/treated or should have been treated by a doctor for HIV/AIDS BEFORE the Start Date of this Policy (it is a pre-existing condition) and dies of tuberculosis any time AFTER the Start Date of the Policy. If HIV/AIDS is the

cause of the tuberculosis, the Insurer can reject the claim.

**Please note, these are not the only examples but are included to show You how pre-existing conditions work.**

10.3. In addition to the above general exclusions in 10.1 above, We will **NOT** pay an **ACCIDENT CASH** benefit claim:

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

10.4. Sanctions

10.4.1. Your 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 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.

10.4.2. The Insurer has the right, at its own discretion, not to provide cover or to void and/or cancel any insurance policy, section and/or item upon the disclosure by You of such activities as mentioned above, or should the Insurer become aware of any breach of the Sanctions Exclusion.

## **11. 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, provisions, 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.

11.1. We may in our sole and absolute discretion offer to increase Your cover at no additional cost or obligation to You. We will notify You of any increases by SMS to the number You provided to us. If the premium or cover benefits change for any reason, You will be given 31 days' prior written notice to that effect to the number You provided to us.

11.2. Premiums:

11.2.1. The premium is due in advance and, must be received by us by the monthly due date that we agreed with you (Due date), subject to the below:

11.2.1.1. If We can't deduct the premium from Your bank account (for example, if You don't have funds) in any given month, You will not be covered and all your cover will be suspended. To restore Your cover:

- i. you will be entitled to a grace period of 15 days after the due date in which to pay your premium/s (we do not double debit your account). If your premium is not received within the grace period, the policy will remain suspended and you will not be covered. If payment is received within the grace period, your cover will restore from the due date – call us on 0861 990 000 to enquire whether you qualify for the grace period payment; or
- ii. if payment is not made in terms of (i) above, you agree that we may at our discretion, try and collect

from Your account for the next 3 months following the initial failed debit. If We successfully debit Your bank account again, the date of that collection will be the new Cover recommencement date (subject to waiting periods see clause 9.3). If we cannot collect in the 3 months period stated above, this policy will lapse, due to the non-payment of Your premium/s; all cover provided under this policy will end and will not be reinstated.

11.2.2. You must pay your monthly premium by debit order, unless otherwise agreed by us in writing. We will present your debit order to your bank on the due date.

11.2.3. This month-to-month policy is automatically renewed on the same terms for a further month every time you pay the premium which must be paid on the due date.

11.2.4. The Unlimited makes use of NAEDO collections services (at no cost to You), this prioritises Your debit to ensure that We are able to collect the monthly premium. If We are 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 Policy benefits active but it remains Your obligation to see that all premiums are paid.

11.2.5. We reserve the right to request collection of the premium on a different due date to the one you have provided to us, should this enable a successful premium collection. This will only be done once We have Your approval to make this change or alternatively we have notified You 31 days' before making the change. This will become the Policy due date unless we indicate it is simply for a specific debit.

**IMPORTANT:** Your premium may be collected on a different date due to a public holiday or weekend; without notifying you.

11.2.6. Any bank charges incurred as a result of the above will be for Your own account.

11.2.7. You will not have cover for unpaid months.

### 11.3. Cancellation of Policy:

11.3.1. You can cancel Your Policy at any time.

**IF YOU WANT TO CANCEL THIS POLICY, CALL US ON  
0861 990 000 OR EMAIL US  
[CUSTOMERCARE@THEUNLIMITED.CO.ZA](mailto:CUSTOMERCARE@THEUNLIMITED.CO.ZA)**

11.3.2. We can cancel this Policy at any time should You not fulfil Your duties under this policy, or if You are dishonest or fraudulent in Your actions, by:

- a. Us notifying You immediately in writing of cancellation for fraudulent or dishonest actions or the Non-payment of premium (Subject to 11.2.4 above);
- b. Us notifying You of cancellation after 31 days' notice in writing (or such other period as may be mutually agreed and/or other wise prescribed by this policy).

### 11.4. Amendments to cover or premiums

11.4.1. We reserve the right to amend, add or change the premium, benefits or terms and conditions of this policy by giving 31 days written notice to you of our intention to do so.

11.4.2. Any variations and or changes 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.

11.4.3. We will notify you of any changes by SMS to the number you provided to us.

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

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

- 12.1. **"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.
- 12.2. **"accident cash benefit"** means the cover payable by the Insurer in the event You or an insured person covered under the policy being admitted to hospital as a direct result of an accidental injury.
- 12.3. **"accidental injury"** means an injury sustained as a direct result of an accident which causes You or any other insured person to be admitted by a doctor to a hospital for a period of 24 hours in a row or more such periods and which injury could not have been attended to as an out/ day patient or at home.
- 12.4. **"acquired immune deficiency syndrome/AIDS"** has the meaning as signed 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.
- 12.5. **"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.
- 12.6. **"additional dependant"** means any person, whose names and dates of birth You have provided to us, 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.
- 12.7. **"additional treatment"** means any treatment You or any other insured person receives for conditions other than the treatment received or required to be received directly related to the insured event for which You or any other insured person are covered.
- 12.8. **"children/child"** means Your biological children, stepchildren, adopted children and children who are related to You by blood where You are their primary caregiver because the biological parents are deceased or have absconded. The Child should usually live with You, be financially dependent on You and under the age of 21.
- 12.9. **"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.
- 12.10. **"insured event"** means a single accident which results in an insured person's admission/s to hospital because of an accidental injury or death (accidental or natural) from any cause not excluded under this Policy.
- 12.11. **"insured person"** means You, Your spouse and/or any child or other additional dependent who is covered under this insurance policy.
- 12.12. **"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). In cases of natural death an inquest is not held.
- 12.13. **"pre-existing condition"** means a condition (for example, mental, physical injury or illness) which existed prior to the start date of your cover, or reinstatement or reissue date of your policy, and for which you have (or should have) been to a doctor for treatment. This condition would not have a short-term cure (for example, an acute condition like



a cold or flu), and needs ongoing treatment or medicine (for example, chronic conditions like hypertension, diabetes, cancer, heart conditions, congenital conditions or HIV/AIDS and related illnesses)




- 12.14. "**premium**" means the monthly amount payable to the insurer for the cover.
- 12.15. "**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.
- 12.16. "**waiting period**" means the period specified in this Policy during which We need to collect a specified number of successful premiums from You before You are entitled to claim under the Policy.
- 12.17. "**We/Us**" means The Unlimited Group (Pty) Limited acting on its own behalf or on behalf of the insurer. We provide intermediary and binder services in respect of this policy.
- 12.18. "**You/Your**" means the policyholder under this Policy.

## 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 are obliged to disclose in terms of legislation, to ensure you not only know about it, but understand it as well. The most important objective of these obligations is to ensure you, the Policyholder, have full knowledge of the financial service providers involved in delivering the service to you, the extent of your cover, the premiums and how you can claim.

#### PLEASE NOTE:

- This is not your policy terms and conditions but 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 Long-term 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. Such terms and conditions in a policy 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 the full policy terms and conditions provided to you:

a.	<b>When will Benefits be Available</b>	<ul style="list-style-type: none"><li>• As soon as we have received the first premium, you will be covered [Cover Start Date]; subject always to the terms and conditions of the policy such as Waiting Periods.</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 e.g. you will only have cover for the months that premiums are paid and received by us.</li></ul>
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</li></ul></li></ul>

		<p>always to the applicable grace period of 15 days); or  - after 31 days' notice to you.</p> <ul style="list-style-type: none"> <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:</li> </ul> <p>Postal Address: Private Bag X7028, Hillcrest, 3650  Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>  Fax Number: 0865 009 307</p>
c.	<b>Cooling Off-Rights</b>	<ul style="list-style-type: none"> <li>• 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 are not required; we do however offer the following cooling-off provisions: <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 notification, 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 product supplier will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself or any market loss; and</li> <li>- The product supplier will comply with your request for cancellation within 31 days after the product supplier receives your cancellation notice.</li> </ul> </li> </ul>
d.	<b>Premiums Payable</b>	<ul style="list-style-type: none"> <li>• The premium for the Cover of the main member and spouse is <b>R28.54 per month</b>. If you include children (max. 5) on this Policy, the additional premium for the Cover will be an amount of <b>R27.50 per month</b>.</li> <li>• If you include additional dependents (max. 3) on this Policy, the additional premium for the Cover will be an amount of <b>R18.43 per month per dependent</b>.</li> <li>• There is no automatic increase in the premium amounts. 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 are paid in advance.</li> <li>• Monthly premiums are paid with a 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 having no cover, the policy cancelling or waiting periods starting again from the time payment recommences.</li> </ul> <p><b>REMEMBER:</b> Bank costs incurred for unpaid debit orders or debit order disputes will be for your own account.</p> <ul style="list-style-type: none"> <li>• The Due Date of premium payment 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 by agreement.</li> </ul> <p><b>REMEMBER:</b> If the due date falls on a public holiday or weekend; the premium will be collected the first business day before or after the due date.</p> <ul style="list-style-type: none"> <li>• If you are uncertain about the due 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; however we will provide you with 31 days' notice.</li> </ul>
g.	<b>NAEDO Collections</b>	<ul style="list-style-type: none"> <li>• The Unlimited makes use of NAEDO collections services (at no cost to You), this prioritises Your debit to ensure that We are able to collect the monthly premium.</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 process Your debit on another date to improve the likelihood of a successful debit collection and that allows You to keep Your Policy benefits active but it remains Your obligation to see that all premiums are paid.</li> </ul> <p><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' before making the change.</p>
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. <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> 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 up to 3.5%, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act.</li> <li>• The insurer pays The Unlimited a fee of 50% (binder fee) for the rendering of services on behalf of the Insurer (this fee is <b>not</b> added to the premium and is <b>not</b> paid by you).</li> </ul>
j.	<b>Exclusions and limitations to the Policy Benefits</b>	<ul style="list-style-type: none"> <li>• <b>We do not cover anything relating to:</b> <ul style="list-style-type: none"> <li>- war, invasions, rebellion, riots, revolution or terrorist attacks or similar events;</li> <li>- nuclear reaction or radiation or similar events;</li> <li>- any unlawful or dangerous acts, self-inflicted harm and/or substance abuse or similar events;</li> <li>- fraud, or untruthful actions or similar actions.</li> <li>- injuries treated in a 'casualty unit', or as an outpatient or a day case at a hospital;</li> <li>- additional treatment and/or where treatment of another medical condition/medical complication caused and/or prolonged the admission to hospital;</li> <li>- pain relief, physiotherapy and/or traction, soft tissue injuries including treatment of sprain and strain injuries;</li> <li>- planned procedure (as examples pregnancy related treatment or operations);</li> <li>- congenital, mental or psychological conditions; and</li> <li>- pre-existing conditions.</li> </ul> </li> </ul>

		<p><b>IMPORTANT: PRE-EXISTING CONDITIONS NOT COVERED</b></p> <p>No cover is provided under the Life cover for any death caused directly or indirectly by a pre-existing condition. Examples include diabetes, hypertension (high blood pressure), epilepsy and cancer, amongst others.</p> <p>For illustration only:</p> <ol style="list-style-type: none"> <li>1. <b>Hypertension</b> (High blood pressure) can lead to death as a result of a stroke/heart attack and other consequences;</li> <li>2. <b>Diabetes</b> can lead to death as a result of kidney failure, heart disease or stroke and other consequences; and</li> <li>3. <b>HIV/AIDS</b> can lead to death from pneumonia, tuberculosis and other consequences.</li> </ol>
k.	<b>HIV/AIDS</b>	<p><b>IMPORTANT:</b> Where cover is provided for HIV/AIDS benefits in terms of HIV/AIDS, will only be available should HIV/AIDS be contracted <b>after</b> the cover started, subject further to waiting periods.</p>
l.	<b>Waiting Periods</b>	<ul style="list-style-type: none"> <li>• There is no waiting period for Accidental injury cash benefit or 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, <b>and 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 <b>and 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>
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. This policy is not a funeral policy.</li> <li>• You are entitled to a copy of the voice log of the sale</li> </ul>
n.	<b>Nature &amp; Extent of the Policy Benefits.</b>	<ul style="list-style-type: none"> <li>• There is Cover for up to a maximum amount of R100,000.00 in the event of being hospitalised because of an injury caused in an accident (paid at R1,000.00 per day for up to 100 days).</li> <li>• A lump sum payment in the event of an insured person's death.</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);</li> </ul>

		<p>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.</p> <ul style="list-style-type: none"> <li>• <b>IMPORTANT:</b> Please remember to read the application form carefully to ensure that you only add people to the policy that qualify for cover; if you speak to us, kindly disclose 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 may use the following channels to communicate with us:</li> </ul> <p>Postal Address: Private Bag X7028, Hillcrest, 3650  Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>  Fax Number: 0865 009 307</p>
p.	<p><b>How will we communicate with You</b></p>	<ul style="list-style-type: none"> <li>• An SMS 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 be by SMS 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>
q.	<p><b>How to Claim</b></p>	<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></p> <p>Postal Address: Private Bag X7028, Hillcrest, 3650  Physical Address: 1 Lucas Drive, Hillcrest, 3610  Email Address: <a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a>  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, failure to provide us with the required claim validation information could result in the insurer rejecting the claim. Please note that all copies of Identity Document's submitted must be certified.</p> <ul style="list-style-type: none"> <li>• Should you wish to dispute the rejection of a claim, you are entitled to make representation to the insurer within 90 days of such decision. If the insurer still declines your claim and you may want to approach 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 Insurance Company Limited:</li> </ul>

		Postal Address: PO Box 652659, Benmore, 2010 Email: <a href="mailto:SSL.rejections@santam.co.za">SSL.rejections@santam.co.za</a> Telephone Number: 011 685 7600/0860 762 745 Facsimile Number: 011 784 9858  • Effectively the prescription time frame is <b>9 months</b> in total. The insurer must give reasons for the rejection of your claim.
r.	<b>Membership</b>	You have a Membership Agreement with The Unlimited Group (Pty) Limited. The Membership Agreement provides you with access to non-insurance benefits and services which attracts a fee [included in this fee is the insurance premium/s which is disclosed to you]. Included, as part of the Membership Agreement, is your insurance benefits which is underwritten by Santam Structured Life Limited. The non-insurance membership services and benefits, and the insurance benefits are not optional.

## OTHER IMPORTANT MATTERS

- You must be informed of any material changes to the information referred to herein. If the information was given orally, it must be confirmed in writing within 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:
  - o It may only be in favour of one legal entity or person and may not be transferred without your approval; and
  - o The insurer must inform you at least 31 days before the cancellation thereof, 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 information required to be provided herein, please bring this to our attention on **0861 990 000**.
- Your policy documents contain the name, class and type of policy, special terms and conditions, exclusions, waiting periods as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

## WARNING

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

## 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: [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 Ingle  
Postal Address: PO Box 12662, Die Boord, Stellenbosch, 7613  
Telephone Number: 021 883 8000  
Fax Number: 021 883 8005  
Email Address: [cingle@moonstonecompliance.co.za](mailto:cingle@moonstonecompliance.co.za)

a.	<b>Conflict of Interest</b>	In accordance with our conflicts management policy, we place a high priority on our clients' interests. We will endeavour to identify, manage and as far as reasonably possible avoid any such instances. Our conflict of interest policy is available on our website at <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 does <b>not</b> provide Advice as defined in the FAIS Act as a feature of its business. In order to ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, we strongly recommend that you request all the necessary documentation and information you feel necessary for you to make an informed choice; before you make a final decision.
d.	<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 said 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 Insurance Company Limited as well as The Unlimited, is 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><b><u>Licence limitations, restrictions:</u></b></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 name not 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, 1.3 and 1.20.</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 GM Fry
Telephone Number:	083 783 7650

### 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:

- a. We will treat such request as a dispute of complaint submitted;
- b. We will notify you of the Name and contact details of The Unlimited representative that will be tasked to facilitate the dispute resolution process; and
- c. When a decision has been reached you will be provided with the outcome of such decision in writing with reasons for the decision reached.

## Step 3: Representation to The Insurer

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

The Market Conduct Officer:

Telephone: 011 685 7600/0860 762 745  
Email: [SSL.Rejections@santam.co.za](mailto:SSL.Rejections@santam.co.za) (Dispute of Rejection)  
Email: [SSL.Complaints@santam.co.za](mailto:SSL.Complaints@santam.co.za) (Complaint)

## Step 4: External Dispute Resolution

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

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

Postal Address: Private Bag X45, Claremont, Cape Town, 7735  
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, or this agreement will be stated in the Policy.

**The policyholder ("you") hereby warrant and understand that the insurer ("we") and The Unlimited, including our authorised representatives may:**

Collect Information:

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

**Process your information for the following reasons (amongst others):**

- a. To enable Us to underwrite policies and assess risks fairly.
- b. To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- c. To detect, prevent and report theft, fraud, money laundering and other crimes.
- d. To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.

- e. To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
- f. To develop, test and improve products and services for you.
- g. For historical, statistical and research purposes.
- h. To process payment instruments (like a cheque) and payment instructions (like a debit order).
- i. To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card).
- j. To do affordability assessments, credit assessments and credit scoring.
- k. To manage and maintain your insurance policy or relationship with Us.
- l. To disclose and obtain information from credit bureau regarding your credit history.
- m. To enable you to participate in the debt review process under the National Credit Act 34 of 2005, where applicable.
- n. For security, identity verification and to check the accuracy of your information.
- o. To communicate with you and carry out your instructions and requests.
- p. For customer satisfaction surveys, promotional and other competitions.
- q. To market to you or provide you with products, goods and services.
- r. To carry out actions for the conclusion or performance of your policy/claim.
- s. To protect your legitimate interests and to pursue Our legitimate interests or of a third party to whom your information is supplied.
- t. We can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.
- u. We may process your information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service. you may query the decision made about you.

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

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

**Your rights:**

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

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