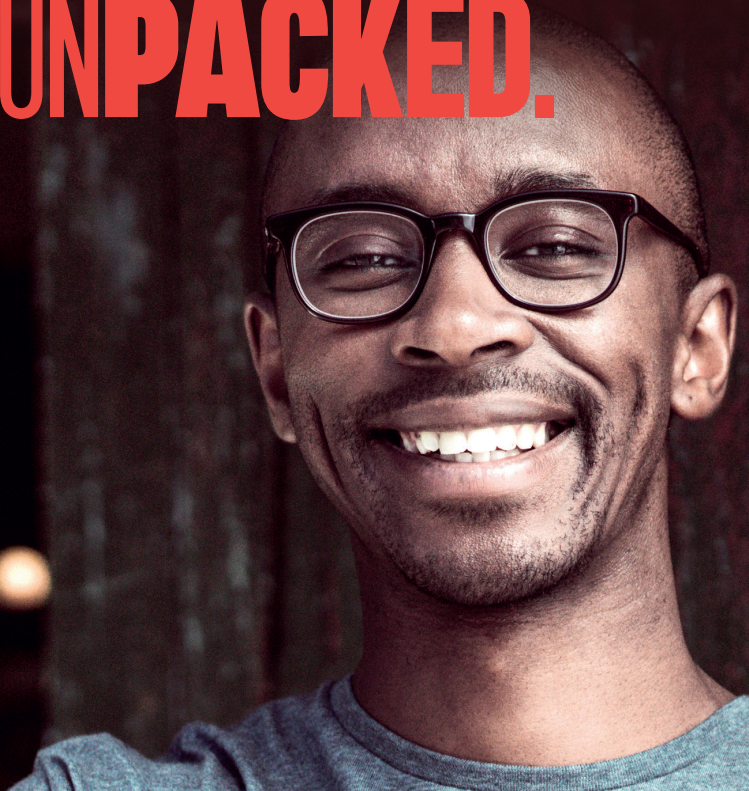


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THE UNLIMITED

FSP 21473

GUARDRISK 
TAILORED RISK SOLUTIONS
Licensed non-life insurer FSP 75

 **ambledown**
FINANCIAL SERVICES (PTY) LTD
Underwriting Manager FSP 10287

Member of

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THE UNLIMITED
Child

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SECTION 1: 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 non-insurance benefits and provide binder as well as intermediary services in respect of the insurance cover.
2. You:
 - 2.1. Agree and want to be a party to this membership agreement;
 - 2.2. 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
 - 2.3. Agree that we can market other products and services to you, 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.
3. The fee is the total amount you pay us each month for all the benefits (which include the non-financial services benefits you have with us as set out in this membership agreement). If you also have an insurance policy, the fee includes the premium. The fee 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 buy additional products from us.
4. We may change the membership benefits or increase the fees payable at any time. If the fee or membership benefits change for any reason, you will be given 31 days' prior written notice.
5. Should you purchase additional membership benefits, the applicable fee/s will become payable immediately.
6. The premium, which is payable to the insurer, will be disclosed on the policy.
7. The Unlimited makes use of collection services which prioritises your debit to ensure that we are able to collect the monthly fee. If we are unable to collect on the debit date you have given us, we use a tracking system that allows us to collect the fee on another date to improve the likelihood of a successful collection and that allows you to keep your benefits active.
8. Your fee may be collected on a different date due to a public holiday or weekend.
9. 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.
10. How long does this membership agreement last?
 - 10.1. This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
 - 10.2. 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) during which you can cancel and receive a refund BUT ONLY IF you have not used any of the benefits.

11. When can we cancel or change this agreement?
 - 11.1. 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.
 - 11.2. We can 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; 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 membership. We will send you an SMS or email. If you have a preference about how we communicate with you, let us know.
 - 11.3. In the event of fraud, misrepresentation or non-disclosure of material facts at any time, we may 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.
12. For any questions on your service benefits, please call us on 0861 990 000 for assistance.
13. What non-insurance benefits do you get and when can you use them?
 - 13.1. Medical advice benefit (see below); and
 - 13.2. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.

Medical Advice Benefit

14. Subject to payment of the monthly fee, the Medical Advice Line is available to all persons insured under the policy. The benefit provides insured persons with telephonic access to qualified nursing staff 24 hours a day, for general medical information and advice. To access the Medical Advice Line call **0861 990 000**. You will need to provide:
 - 14.1. The policy number and/or their personal particulars (identity number);
 - 14.2. A description of the medical situation; and
 - 14.3. The nature of the assistance required.
15. At the commencement of this agreement, the fee for payment of all the benefits you have, being both the non-insurance benefits as well as the insurance cover, is R299.00 per month (which includes the premium of R159.17).

This Policy covers the shortfall between what a health practitioner charges and the amount your Medical Aid pays for in-hospital treatment and defined out-patient procedures subject to the terms and conditions of this contract.

SECTION 2: GEMS GAPMASTER POLICY WORDING

Master Policy Wording No.: GICL/GEMSGAP/2023

OPERATIVE CLAUSE

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the acceptance thereof by or on behalf of Guardrisk Insurance Company Limited (the Company) and subject to the Terms, Conditions, & General Endorsements to the Policy, the Company agrees to pay the Principal Insured Person for a Defined Event occurring during the period of insurance up to the limit of indemnity stated and benefit as stated in the Policy. The application form and declaration completed by the Insured Person and/or Principal Insured Person form part of this Policy as well as the Policy schedule and any endorsement to the Policy.

IMPORTANT NOTES:

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.

- a. Cover under this Policy is subject to the Insured Person having medical aid cover with a registered medical aid scheme.
 - b. No benefit shall be payable in respect of any medical or surgical treatment unless such treatment occurred during the period of hospital confinement as an in-patient or during chemotherapy or radiotherapy as an out-patient for the treatment of cancer or during treatment as an out-patient for the necessity of kidney dialysis.
 - c. The minimum entry age for the Principal Insured Person is age 18 (eighteen) and the maximum entry age is age 65 (sixty-five).
-

DEFINITIONS

In this Policy all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions which denote any gender includes the other genders. The following words and expressions shall have the following meanings:

1. **"Accident"** means bodily injury caused by an external, violent, unexpected and visible event.
2. **"Binder Holder"** means The Unlimited Group (Pty) Limited, Reg. No. 2002/002773/07, FSP No. 21473.
3. **"Company"** means Guardrisk Insurance Company Limited, a licensed non-life insurer and an authorised financial services provider (FSP No. 75) Reg No. 1992/001639/06.
4. **"Co-Payment"** means a stated amount imposed as a co-payment or deductible by a medical scheme. A co-payment or deductible must be indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
5. **"Eligible Child"** means a child who is by way of natural/biological child born of or stepchild or legally adopted child placed under the foster care of the Principal Insured Person and who has not attained the age of twenty one (21) and who is not already insured under this Policy or any other insurance issued by a company providing similar cover.

This age may be extended in respect of an unmarried child who is a dependant on the Principal Insured Person's Medical Scheme, who has not attained the age of twenty six (26).

There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly-dependent on the Principal Insured Person for support and maintenance. A child shall only be accepted for cover if such child is covered by a registered medical aid scheme.

6. **"Eligible Spouse"** means the spouse of the Principal Insured Person who is not already insured under this section or any other Policy issued by a company providing similar cover. A spouse shall only be accepted for cover in terms of this Policy if such spouse is covered by a registered medical aid scheme.

For the purpose of the Policy "Eligible Spouse" shall include a party to any union acceptable according to South African Law.

Where a person shares an abode with a Principal Insured Person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse.

Should a Principal Insured Person have more than one spouse who could qualify as an Eligible Spouse then that Principal Insured Person must make an irrevocable nomination of one Eligible Spouse to whom the benefits provided by this Policy are to apply.

No benefits will be paid in respect of an Eligible Spouse if more than one person qualifies as such and no nomination has been made by the Principal Insured Person.

7. **"Emergency"** means the sudden and, at the time, unexpected onset of a health condition that requires immediate medical treatment and/or an operation. If the treatment is not available, the emergency could result in weakened bodily functions, serious and lasting damage to organs, limbs or

other body parts, or death.

The determination of an Emergency will be done through diagnosis (through classification by the attending Medical Practitioner and/or the Casualty Unit) and not on symptoms presented.

8. **"Family"** means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined) provided that the Eligible Spouse and Eligible Child are Insured Persons.
9. **"Hospital"** means any institution in the territory of the Republic of South Africa which in the opinion of the Company meets each of the following criteria:
 - a. Has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of insured and sick persons by or under the supervision of a staff of medical practitioners.
 - b. Provides nursing service supervised by registered nurses or nurses with equivalent qualifications.
 - c. Is not other than incidentally either a mental institution, a convalescent home, lodging facility or ward, rehabilitation or stepdown facility.
 - d. Is not a place of rest for the aged or a place for drug addicts or alcoholics or a health hydro or natural cure clinic or similar establishment.
 - e. Is not an institution providing long-term care for the blind, deaf, uncommunicative or other handicapped persons.
10. **"Hospital Confinement"** means admission to a hospital ward, other than a lodging ward.
11. **"Illness"** means any one somatic illness or disease which manifests itself during the period of insurance and includes premature senile degenerative changes, but not an illness which is of such a nature as to be incapable of diagnosis by objective evidence or which though capable of diagnosis by such evidence has not been so diagnosed.
12. **"Insured Incident"** means any one Accident or Illness which causes an Insured Person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations.
13. **"Insured Person"** means:
 - a. A Principal Insured Person or an Eligible Spouse of a Principal Insured Person or an Eligible Child of a Principal Insured Person. Such persons must be covered by a registered medical aid scheme and who is not already insured under this section or any other Policy issued by a company providing similar cover; and
 - b. Such other person as the Company may from time to time deem eligible.
14. **"Medical practitioner"** means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).
15. **"Medical Aid Scheme Option"** means the Medical Aid Scheme Option of the Principal Insured Person immediately prior to the Defined Event.
16. **"Medical Scheme Option Reimbursement Rate"** means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
17. **"Medical Scheme Tariff"** means the rate equal to the Insured Person's Medical Scheme Rate.
18. **"Payroll Deduction"** means, with respect to Government employees, the cut-off date published by the respective Government Departments for PERSAL for the deduction by Government of the premium from the Principal Insured Person's salary.

19. **"Premium Payment Date"** means, with respect to Government employees, the date the premium is deducted by the Government from the Principal Insured Person's salary. In respect of a debit order deduction, Premium Payment Date means the date the deduction is made from the premium payer's bank account.
20. **"Principal Insured Person"** means the Insured as detailed in the Schedule and accepted by the Company as eligible for participation in the insurance provided by this Policy.
21. **"Schedule"** means the Schedule of Insurance attaching to and forming part of this Policy.
22. **"Split Billing"** means an amount charged by a Medical Practitioner or Hospital equal to the difference between the amount charged to the Medical Aid Scheme and the amount charged to the Insured Person.
23. **"Sub-Limitation"** means a sub-limitation indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
24. **"Treatment"** means any form of investigation or examination by or consultation with or treatment by a medical practitioner for the purpose of treating or monitoring an Insured Person's medical condition arising out of an Insured Incident.
25. **"Underwriting Manager"** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.

DESCRIPTION OF BENEFITS

The benefits provided under this Policy are detailed below

- a. Gap Cover - A benefit equal to actual cost limited to six (6) times the Medical Scheme Tariff less the higher of the Medical Scheme Tariff or Medical Scheme Option Reimbursement Rate for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).
- b. Casualty Cover - The cost of a medical or a surgical procedure performed in a casualty ward of a Hospital following an Emergency and where such costs were not met by the medical scheme.

DEFINED EVENTS

In the event of an Insured Person suffering an Insured Incident (as defined) which necessitates the Insured Person:

1. Being confined to Hospital (but excluding ward fees, theatre fees, medicines, material expenses/costs and any other hospital expenses).
2. Undergoing Medical and Surgical procedures and/or operations or Treatment (as defined) whilst in hospital, including:
 - a. The necessity for chemotherapy or radiotherapy for the treatment of cancer on an out-patient basis,
 - b. The necessity for kidney dialysis on an out-patient basis.
3. The necessity for outpatient treatment for the following procedures:
 - I. General Surgery
 - i. Surgical biopsy of breast lump
 - ii. Needle biopsy of breast lump
 - iii. Vacuum biopsy of the breast (X-ray stereotactic mamoraphy – biopsy)
 - iv. Hernia repairs
 - Inguinal hernia

- Femoral hernia
- Umbilical hernia
- Epigastric hernia
- Spigelian hernia
- v. Varicose veins in the rooms (if paid from scheme's risk)
- vi. Ischio-rectal abscess drainage
- vii. Closure of colostomy
- viii. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)
- ix. Non-invasive haemorrhoidectomy (inclusive of sclerotherapy and band ligation)
- x. Lymph node biopsy
- xi. Endoscopy
- xii. Excision of skin lesions (melanoma and other malignant neoplasms of the skin)

II. Urology

- i. Vasectomy
- ii. Cystoscopy
- iii. Orchidopexy
- iv. Prostate biopsy
- v. Urethrostomy
- vi. Stent placement and reconstruction
- vii. Urethral Dilatation
- viii. Circumcision

III. Ophthalmology

- i. Cataract removal
- ii. Pterygium removal
- iii. Trabeculectomy

IV. ENT surgery

- i. Direct laryngoscopy
- ii. Tonsillectomy
- iii. Laser ENT surgery
- iv. Conventional ENT surgery
- v. Nasal surgery (Turbinectomy and Septoplasty)
- vi. Sinus surgery (FESS)
- vii. Myringotomy
- viii. Grommets

V. Orthopaedic

- i. Arthroscopy
- ii. Carpal Tunnel Release
- iii. Ganglion surgery
- iv. Bunionectomy

VI. Paediatric surgery

- i. Orchidopexy

VII. Hepatobiliary surgery

- i. Needle biopsy of the liver

VIII. Cardiothoracic surgery

- i. Bronchoscopy

IX. General medical cardiology

- i. Coronary angioplasty
- ii. Coronary angiogram

X. Neurology

- i. 24-hour halter EEG

- XI. Immunology
 - i. Plasmapheresis

- XII. Gastroenterology
 - i. Oesophagoscopy
 - ii. Gastroscopy
 - iii. Colonoscopy
 - iv. ERCP

- XIII. Diagnostic radiology
 - i. Myelogram
 - ii. Bronchography
 - iii. Angiograms
 - Carotid
 - Cerebral
 - Coronary
 - Peripheral

- XIV. Obstetrics & gynaecology
 - i. Tubal ligation
 - ii. Childbirth in a non-hospital setting
 - iii. Incision and drainage of Bartholin's cyst
 - iv. Marsupialisation of Bartholin's cyst
 - v. Cervical laser ablation
 - vi. Hysteroscopy
 - vii. Phototherapy
 - viii. Dilatation and curettage

- XV. Hyperbaric oxygen treatment for:
 - i. Radionecrosis
 - ii. Malunion of major fractures
 - iii. Avascular leg ulcers
 - iv. Decompression sickness
 - v. Chronic osteitis
 - vi. Serious anaerobic infections

- XVI. Skin conditions
 - Excision of the following non-neoplastic naevi:
 - i. Araneus
 - ii. Spider
 - iii. Stellar

4. The treatment received in a casualty unit of a Hospital provided that such treatment is not for routine physical treatment or any other medical examination or treatment other than Emergency medical treatment.

The Company will pay to the Principal Insured Person a benefit in accordance with the Description of Benefits subject to the limitations.

GENERAL EXCEPTIONS

The Company shall not be liable for costs and expenses resulting from:

1. An Insured Incident for which the Insured Person received treatment or advice twelve (12) months prior to the inception of this Policy. This exclusion only applies to the first twelve (12) months of an Insured Person's cover.

2. Nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

3. Investigations, treatment, surgery for obesity or any medical treatment directly or indirectly caused by or related to any condition that is a consequence of obesity.
4. Cosmetic surgery or surgery directly or indirectly caused by or related to or in consequence of cosmetic surgery.
5. Routine physical or any procedure of a purely diagnostic nature or any other examination where there is no objective indication of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a disability established by prior call or attendance of a physician.
6. Suicide, attempted suicide or intentional self-injury.
7. The taking of any drug or narcotic unless prescribed by and taken in accordance with the instructions of a registered Medical Practitioner (other than the Insured Person) or any illness caused by the use of alcohol.
8. Drug addiction.
9. An event directly attributable to the Insured Person where the alcohol content in the blood exceeds the legal level permitted by law.
10. Participation in:
 - a. Active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike or the activities of locked-out workers.
 - b. Aviation other than as a passenger.
 - c. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle, vessel, craft or aircraft).
11. Benefits which are covered or payable by the Insured's medical aid scheme such as Prescribed Minimum Benefits, will not be covered.
12. No benefits shall be payable due to the Insured Person's failure to comply with the medical scheme rules regarding the failure to make use of a Hospital that is a designated service provider, preferred service provider, associated Hospital or network Hospital.
13. No benefits for ward fees, theatre fees, medicines, material expenses/costs and any other hospital expenses.
14. Any medical/surgical procedure not covered, declined or paid as an exception by the medical scheme.
15. Investigations, treatment or surgery for artificial insemination or hormone treatment for infertility.
16. Depression, insanity, mental or mental stress, psychotic/psychoneurotic disorders, behavioural and neurodevelopmental disorders.
17. No benefits shall be payable in the event of a fraudulent submission by the claimant.
18. Sub-limitations.
19. Co-payment.
20. Split billing.

SPECIFIC LIMITATIONS

- a. Treatment in a casualty unit of a Hospital shall be limited to R10,000 in the aggregate per Insured Person per annum.

OVERALL LIMITATIONS

The following Policy benefits are subject to an overall benefit limitation of R185,800.00, or any higher amount which may be published by the Regulator, in the aggregate per Insured Person per annum:

- a. Gap Cover.
- b. Casualty Cover.

For the avoidance of doubt, the specific benefit limitation of R10,000.00 for Treatment in a casualty ward is included in the overall benefit limit of R185,800.00 or any higher amount which may be published by the Regulator, per Insured Person.

WAITING PERIODS

No benefits will be payable during a general 3-month waiting period calculated from the Policy start date (see clause 6.5. below) for all Treatment received unless the Treatment was required as a result of an Accident (as defined).

GENERAL CONDITIONS

1. Cooling-Off Period

The Insured is entitled to cancel this Policy in writing to the Administrator within 31 days after the date of receipt of the Policy documentation or from the reasonably determined date on which the Policy documentation was received. Please note that the Insured may only cancel this Policy within 31 days where no benefit has yet been paid or claimed or the event insured against under this Policy has not yet occurred. All premiums that were paid up to the date that the Administrator receives the written notice of cancellation will be refunded to the Insured, subject to the deduction of the cost of any risk cover the Insured may have enjoyed. The request for cancellation shall be completed by the Administrator by no later than 60 days after the Administrator receives the cancellation notice.

2. Claims

- a. Following an Insured Incident the Principal Insured Person shall at his own expense:
 - i. As soon as possible notify the Underwriting Manager of any claim in writing but not later than one hundred and eighty (180) days from the first day of treatment for such Insured Incident.
 - ii. Supply in writing any such proof or other information as the Company may reasonably request, which shall at least include the following documents relating to the claim:
 - Hospital account,
 - Doctors' account, and
 - Medical aid statement.
 - iii. Where necessary, provide authority for the Company to inspect all current and/or past medical or other information including the results of any blood tests and submit to medical examination on behalf of and at the expense of the Company.
 - iv. Where the Insured Person is not a Principal Insured Person the Principal Insured Person shall provide or obtain the necessary permission or consent to comply with this condition failing which all benefits in respect

of any claims subject to this condition shall be avoidable.

- b. Any claim in terms of this Policy will prescribe after twelve (12) calendar months from the date of occurrence of the Insured Incident if the claim is outstanding and not a subject of a then pending court case.
- c. Any benefit payable in respect of treatment received while confined in hospital shall only become due at the end of a period of such confinement. However payment may be made to the Principal Insured Person at the end of a thirty (30) day period of treatment during hospital confinement at the discretion of the Company.
- d. The Company will negotiate with and request the Insured Person's Medical Scheme to re-assess any claim, negotiate any discount with the relevant service providers and pay the benefit payable in terms of this Policy directly to the service provider, should a discount be negotiated.
- e. All benefits payable shall be paid to the Principal Insured Person, his legal representative or the medical practitioner whose receipt shall in every case be a full discharge to the Company.
- f. No benefit payable shall carry interest.

3. Time Bar

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Company. Should you make a representation within the 90-day period, the Company has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation. Should you be dissatisfied with the Company's decision, you have a period of 6 months in which to institute legal action. You may lodge a complaint with the Ombudsman for Short-Term Insurance on the details below.

The Insured's representation must be submitted in writing to:

The Complaints Officer
Guardrisk Insurance Company Limited
Tel: 0860 333 361
Email: complaints@guardrisk.co.za

Or

The Compliance Officer
Guardrisk Insurance Company Limited
Tel: 011 669 1104
Email: compliance@guardrisk.co.za

Alternatively, the Principal Insured may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900
Info@osti.co.za

Fax: 011 726 5501
www.osti.co.za

4. Premiums

- a. Subject to the provisions of clause 10a. (Policy Amendments) below, the premium payable to the Company for the benefits under this Policy is R299.00 per family per month, which is broken down as follows:

Commission (Binder Holder):	R31.83
Binder fees (Underwriting Manager):	R31.83
Risk Premium:	R95.51
Gross Premium:	R299.00
VAT Included:	R39.00

- b. Payment of premium via PERSAL (Government Personnel and Salary System):
The premium is payable to the Company on or before the last day of the month in which the Premium Payment Date occurs – see clause 9 below. For example, if the Premium Payment Date is in April, the first premium is payable to the Company on or before 30 April.
- c. Collection of premium via debit order:
In circumstances where the employer is unable and/or refuses to process a Payroll Deduction:
- The Principal Insured Person authorises the Binder Holder or Underwriting Manager to deduct the premium from the bank account given to the Binder Holder via debit order on the date agreed with the Binder Holder, being the Premium Payment Date.
 - The Principal Insured Person authorises the Binder Holder to collect the premium on another date where this is required for successful premium collection.
 - IMPORTANT:** Should the premium payment date fall on a public holiday or weekend the premium will be collected on the business day immediately preceding the public holiday or weekend.
- d. If the premium is not paid by the Premium Payment Date (i.e. in either of the circumstances contemplated in sub-clauses (b) and (c) above), from the second month of the currency of the Policy the Company will allow a fifteen (15) day grace period for payment of the premium, which period will be calculated from the Premium Payment Date.
- e. If the outstanding premium is not paid within the fifteen (15) day grace period, then cover shall be suspended deemed to have been cancelled at midnight on the last day of the month for which the last premium was received. If the premium/s is still not paid, this Policy will be terminated in accordance with the Company's termination rules. If a premium is collected after the suspension of cover, cover will be reinstated from the date of the next successful premium payment, subject to any unmet waiting periods being met and other conditions which may be imposed by the Company.
- f. The Company may offer terms of reinstatement, but is not obliged to do so or to reinstate the Insured Person's Policy.
- g. The Company is not obliged to accept premium tendered to it after the grace period or after the period of insurance detailed in the schedule.
- h. The Company will not consider any claim that arises during the grace period unless the Company receives the full outstanding premium before the end of the grace period.
- i. A full month's premium is due in respect of any Insured Person whose cover commences or ceases during a calendar month if such person enjoyed cover for fifteen (15) days or more in that particular month.
- j. In terms of Binding General Ruling No. 14 this document constitutes a tax invoice, debit note or credit note as contemplated in sections 20(7)(a) and 21(5)(b) of the VAT Act respectively.

5. Termination of Cover

- a. An Insured Incident will only qualify for benefits if the hospitalisation caused by such Insured Incident commences before the date of cancellation in

which case all outstanding claims must be submitted to the Company within three (3) months after the date of cancellation.

- b. Cover terminates on the death of the Principal Insured Person. However, on the death of the Principal Insured Person the cover of the Eligible Spouse under this Policy may be continued should such spouse elect to do so within sixty (60) days of the death of the Principal Insured Person.
- c. Cover will be terminated immediately where the Insured files a claim that is fraudulent or uses any fraudulent or improper means to get any benefit under this Policy.
- d. No Premium refund shall be due in the case of cancellation by the Insured Person, or termination of cover due to fraud.
- e. Payment of premium via PERSAL: Should this policy be cancelled for any reason, such cancellation needs to be communicated to Government before the Payroll Deduction in order to be effective in the following calendar month. If an instruction is received by Government (PERSAL) after the Payroll Deduction, for example if an instruction to cancel the policy is received by Government on 25 April, the policy will only be cancelled effective at the end of the following month, i.e. 31 May as the Payroll Deduction will be processed in May.

6. Medical Evidence

Payment of any benefit is conditional on:

- a. The Insured Person supplying such medical evidence as is required; and
- b. If requested by the Company, an Insured Person undergoing any medical examination at the Company's expense.

7. Jurisdiction and Currency

The Policy is valid only within the territorial limits of South Africa. All payments will be made in the currency of South Africa. Your Policy will be governed by the laws of the Republic of South Africa whose courts will have jurisdiction in any dispute arising under your Policy.

8. Dual Insurance

Should the Insured have other policies covering, or partial covering, the same event covered by this Policy the Company is only liable to contribute a pro-rata proportion of such loss or event.

9. Commencement of Cover

- a. Payment of premium via PERSAL (Government Personnel and Salary System). Subject to:
 - i. The general waiting period set out above; and
 - ii. The receipt by the Company of the premium.

Cover shall start on the first day of the calendar month in which the Payroll Deduction occurs. For example, if the first Payroll Deduction is in April, cover shall start on 1 April.

IMPORTANT: IF THE FIRST PREMIUM PAYMENT INSTRUCTION IS ONLY PROCESSED BY GOVERNMENT AFTER THEIR PAYROLL DEDUCTION (MONTHLY CUT-OFF DATE), THE START OF COVER WILL BE FURTHER DELAYED. FOR EXAMPLE, IF THE INSTRUCTION TO COMMENCE WITH SALARY DEDUCTIONS IS RECEIVED BY GOVERNMENT AFTER THEIR FEBRUARY PROCESSING CUT-OFF DATE, THE FIRST PREMIUM WILL ONLY BE PAID TO THE COMPANY BY GOVERNMENT IN APRIL WITH THE RESULT THAT COVER WILL ONLY START ON 1 APRIL.

b. Collection of premium via debit order:

Subject to the general waiting period being met, cover shall start on the date that the Binder Holder or Underwriting Manager successfully collects the first premium via debit order.

c. This Policy is month-to-month. It will renew on the same terms each time the Company receives payment of the monthly premium.

10. Cancellations and Policy Amendments

- a. The Insured is entitled to cancel this Policy by providing 31 days' notice in writing to the Company.
- b. This Policy may be cancelled by the Company by providing thirty one (31) days' notice in writing to the Insured due to fraud and cancellation of a product line.

a. Policy Amendments

- i. This Policy may be amended or endorsed by the Company by providing 31 days' notice in writing to the Insured, by issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to the Insured.
- ii. The Insured may request amendments to the Policy during the period of the Policy. Any such amendments shall be evidenced by the Company by issuing an updated Policy Schedule to the Insured.
- iii. Payment of premium via PERSAL: Should any changes in terms of this Policy result in an increase or decrease in premium, such changes need to be communicated to Government Payroll Deduction in order to be effective in the following calendar month. If an instruction is received by Government (PERSAL) after the Payroll Deduction, for example on 25 April, the change in premium will only be effective at the end of the following month, i.e. 31 May as the Payroll Deduction will be processed by Government in May.

SECTION 3: DISCLOSURE NOTICE

1. DISCLOSURE NOTICE

IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT, NO 37 OF 2002.

This notice **does not** form part of the Insurance policy or any other document. It does however contain information which is in your interest. This notice is provided at the inception of each policy.

2. YOUR INTERMEDIARY AND BINDER HOLDER

You have the right to the following information regarding the intermediary and Binder Holder, as indicated in your Policy of Insurance, who must hold a valid licence to operate under specific categories of business:

- a. Name, address and contact details:

The Unlimited Group (Pty) Limited

Gate 4, 1 Lucas Drive, Hillcrest, 3610

Tel: 0861 990 000

Email: customercare@theunlimited.co.za

Website: www.theunlimited.co.za

- b. Financial Services Provider License number: 21473

- c. Categories of business for which The Unlimited is authorised:

The Unlimited is licensed to provide intermediary services in respect of: (i) category 1 Life Insurance, sub-categories A, B1, B2, B1-A, B2-A; and (ii) Non-Life Insurance Personal Lines, Personal Lines A1 as well as Non-Life Insurance Commercial Lines. The Unlimited does not provide advice as defined in the FAIS Act as a feature of its business. Recordings of telephone calls are available on request.

- d. Legal status: Private company.

- e. Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, The Unlimited accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform You accordingly.

- f. Whether the broker holds more than 10% of the Insurer's shares; and/or

- g. Whether the broker received more than 30% of the total remuneration from the Insurer in the past year: No.

- h. Whether the broker holds any form of professional indemnity insurance: Yes.

- i. Details of complaints policy and procedures:

see <https://theunlimited.co.za/legal/complaint-process> infotheunlimited.co.za.

- j. Details of compliance arrangements:

Moonstone Compliance (Cathy Ingle) is The Unlimited's FAIS compliance officer

Tel: 021 883 8000

Fax: 021 883 8005

Email: cingle@moonstonecompliance.co.za

Postal Address: P.O. Box 12662, Die Boord, Stellenbosch, 7613

- k. Contractual arrangements with the Insurer including any restrictions or conditions: The Unlimited has entered into a Binder as well as an Intermediary Agreement with the Insurer.

3. YOUR UNDERWRITING MANAGER

AMBLEDOWN FINANCIAL SERVICES (PROPRIETY) LIMITED

PROVIDER LICENSE NO: 10287

TELEPHONE NO: 086 126 2533

FACSIMILE NO: 011 463 1600

POSTAL ADDRESS: PO Box 1862

Cramerview

2060

PHYSICAL ADDRESS: Ambledown House

Eton Office Park East

c/o Sloane & Harrison Streets

Bryanston

4. BINDER FUNCTIONS

Guardrisk Insurance Company Limited (the Insurer) has appointed Ambledown Financial Services (Pty) Ltd (Ambledown) and The Unlimited Group (Pty) Limited (The Unlimited) to perform certain binder functions on behalf of the Insurer. These binder functions are regulated in terms of Section 48A of the Short-Term Insurance Act 53 of 1998 and are set out in a written binder agreement between the Insurer and The Unlimited in the first instance, and the Insurer and Ambledown in the second instance. The binder functions are listed below –

- a. Entering into, varying or renewing a short-term policy - The Unlimited.
- b. Determining the wording of any short-term policy - Ambledown.
- c. Determining premiums under any short-term policy - Ambledown.
- d. Determining the value of policy benefits under any short-term policy - Ambledown.
- e. Settling claims under any short-term policy - Ambledown.

Ambledown and The Unlimited are remunerated for performing the above binder functions by a binder fee as agreed with the Insurer.

The fees payable to Ambledown and The Unlimited are set out in the policy document.

Ambledown is an authorised Financial Services Provider and licenced to render intermediary services relating to Short-Term Insurance Category 1 in respect of Short-Term Insurance Personal Lines and Short-Term Insurance Commercial Lines.

Ambledown has Professional Indemnity Insurance and Fidelity Guarantee Cover. Ambledown does not hold any shares in the Insurer and more than 30% income was earned from the Insurer in the last calendar year.

5. YOUR INSURER (THE RISK CARRIER WITH WHOM YOUR POLICY IS PLACED)

GUARDRISK INSURANCE COMPANY LIMITED

FINANCIAL SERVICES PROVIDER LICENSE NO: 75

TELEPHONE NO: 011 669 1000

POSTAL ADDRESS: PO Box 786015

Sandton

2146

PHYSICAL ADDRESS: The Marc, Tower 2, 129 Rivonia Road,

FSP LICENCE CATEGORY: Sandton, 2196
Category 1
Short-Term, Personal and Commercial Lines.
Licensed to offer Intermediary Services.

COMPLIANCE OFFICER: The Compliance Officer
EMAIL: compliance@guardrisk.co.za

6. YOUR POLICY, PREMIUMS AND FEES

Refer to your Policy Schedule for your Policy, Premiums and Fees.

7. CLAIMS PROCEDURE

Full details of the specific claims procedure that you should follow are stated in the insurance policy wording.

On the occurrence of any event, which may result in a claim or possible claim under the policy, please notify Ambledown Financial Services (Pty) Ltd in writing or telephonically within 180 days of the Insured Event occurring. (Late notification could result in rejection of the claim). Please email claims@theunlimited.co.za for any claims related queries.

8. LODGING A COMPLAINT

In the case of dissatisfaction with the sales process, you have the right to lodge a complaint with The Unlimited through:

COMPLAINTS OFFICER: The Complaints Officer
EMAIL: info@theunlimited.co.za
TELEPHONE NO: 0861 990 000
PHYSICAL ADDRESS: Gate 4, 1 Lucas Drive
Hillcrest
3610
POSTAL ADDRESS: Private Bag X7028
Hillcrest
3650

In the case of dissatisfaction with claims services received, you have the right to lodge a complaint through:

COMPLAINTS OFFICER: The Complaints Officer
EMAIL: compliance@ambledown.co.za
TELEPHONE NO: 086 126 2533
PHYSICAL ADDRESS: Ambledown House
Eton Office Park East
c/o Sloane & Harrison Streets
Bryanston
POSTAL ADDRESS: PO Box 1862
Cramerview
2060

A full Complaints Resolution Policy may be requested from the Compliance Officer as per details below.

In the case of dissatisfaction with services received, you have the right to lodge a complaint with Guardrisk Insurance Company Limited through:

COMPLAINTS OFFICER: The Complaints Officer
EMAIL: complaints@guardrisk.co.za
TELEPHONE NO: 0860 333 361
PHYSICAL ADDRESS: The Marc, Tower 2, 129 Rivonia Road,
Sandton, 2196

POSTAL ADDRESS: PO Box 786015
Sandton
2146

9. CONFLICT OF INTEREST REQUIREMENTS

- a. Ambledown Financial Services (Pty) Ltd has established a **Conflict of Interest** Management Policy which is available on request from our Compliance Officer.
- b. Guardrisk Insurance Company Limited has established a **Conflict of Interest** Management Policy which is available on request from our Compliance Officer.
- c. The Unlimited Group (Pty) Limited has established a **Conflict of Interest** Policy which is available at: <https://theunlimited.co.za/legal/conflict-of-interest-policy>.
- d. In order to meet regulatory requirements, financial or immaterial expenditure by and to our staff are monitored.
- e. Where potential Conflicts of Interest have been identified which do not have a direct impact on you, the insured, internal structures are in place to manage and control such circumstances.

10. AMBLEDOWN'S COMPLIANCE OFFICER

In the case of dissatisfaction with services received, you have the right to lodge a complaint through:

COMPLAINTS OFFICER: **The Complaints Officer**
EMAIL: compliance@ambledown.co.za
TELEPHONE NO: 086 126 2533
PHYSICAL ADDRESS: Ambledown House
Eton Office Park East
c/o Sloane & Harrison Streets
Bryanston
POSTAL ADDRESS: PO Box 1862
Cramerview
2060

11. PARTICULARS OF THE SHORT-TERM INSURANCE OMBUDSMAN

POSTAL ADDRESS: PO Box 32334
Braamfontein
2017
SHARECALL NO: 086 072 6890
FACSIMILE NO: 011 726 5501
TELEPHONE NO: 011 726 8900
EMAIL: info@osti.co.za

The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Insurer.

12. PARTICULARS OF THE OMBUD FOR FINANCIAL SERVICE PROVIDERS (FAIS OMBUD)

POSTAL ADDRESS: PO Box 74571
Lynnwood Ridge
0040
TELEPHONE NO: 012 470 9080
012 762 5000
EMAIL: info@faisombud.co.za

Should a complaint which pertains to advice or intermediary services (other than the settlement of a claim) provided, not be resolved within 6 weeks, or you are not satisfied with the resolution decision, you have 6 months in which

to refer the matter to the FAIS Ombud.

13. PARTICULARS OF THE FINANCIAL SECTOR CONDUCT AUTHORITY (FSCA)

POSTAL ADDRESS: P.O. Box 35655
Menlo Park
0102
FACSIMILE NO: 012 346 6941
TELEPHONE NO: 012 428 8000
EMAIL: info@fsc.co.za/complaints@fsc.co.za

Disputes regarding contractual terms may be referred to the Registrar.

14. PARTICULARS OF THE INFORMATION REGULATOR

POSTAL ADDRESS: PO Box 31533,
Braamfontein
Johannesburg
2017
TELEPHONE: 010 023 5200
EMAIL: enquiries@infoforegulator.org.za

The Information Regulator is, among others, empowered to monitor and enforce compliance by public and private bodies with the provisions of the POPIA Act. The Information Regulator is also responsible for issuing codes of conduct for different sectors and making guidelines to assist bodies with the development and application of codes of conduct.

15. OTHER MATTERS OF IMPORTANCE

- a. No person may request or induce you to waive your rights as set out in this disclosure notice or any other rights confirmed by the **Short-Term Insurance Act** and/or the Financial Advisory and Intermediary Services Act.
- b. Failure to provide all correct and full material information may influence an insurer in respect of any claim arising under your contract of insurance.
- c. You will be informed of any material changes to the information referred to in paragraph 1 and 2.
- d. Your insurance may only be cancelled on 31 days' prior notice which may be provided either directly to you or to your broker.
- e. You are entitled to request a copy of the master policy free of charge.
- f. You are entitled to a 15-day period of grace after the due date for the payment of your premium. (This period of grace applies from the second month on monthly policies only.) If you do not pay the premium, you will not be covered.
- g. By entering into this Insurance **policy**, you acknowledge that the sharing of credit, claims and underwriting information by Insurers is essential to enable the insurance industry to assess the risk fairly and to reduce the incidence of fraudulent claims as this is in the public interest and is aimed at limiting premiums.
- h. The application, certificate of insurance and the policy wording must be read as one document.
- i. It is very important that you are quite sure that the Policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. Where applicable, call recordings will be made available to You upon request.

- j. Your short-term policy may be subject to the regulations under the Short-Term Insurance Act, 1998 (Act No 53 of 1998). The Policyholder Protection Rules apply if you are a natural person or a juristic person, whose asset value or annual turnover is less than the threshold value as determined by the Minister of the Department of Trade and Industry in terms of section 6(1) of the Consumer Protection Act, 2008 (Act No. 68 of 2008).
- k. You will always be given a reason for the repudiation of your claim.
- l. You will be furnished with a copy of your insurance policy within 31 days' of the cover incepting.

16. PAYMENT OF PREMIUMS

The premium is due by the last day of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy.

17. USE OF YOUR PERSONAL INFORMATION

When you enter into this policy, you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (POPI). We will take all reasonable steps to protect your personal information.

You authorise us to:

- a. Process your personal information to:
 - i. Communicate information to you that you ask us for.
 - ii. Provide you with insurance services.
 - iii. Verify the information you have given us against any source of database.
 - iv. Compile non-personal statistical information about you.
- b. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- c. Transmit your personal information to any third-party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

18. WARNING

- a. You, the client, must disclose all material facts accurately, fully, truthfully and properly.
- b. Do not sign any blank or partially completed application form.
- c. Complete all forms in ink.
- d. Keep all documents handed to you.
- e. Make note as to what is said to you.
- f. Don't be pressurised to buy the product.
- g. Misrepresentation, incorrect or non-disclosure by you of relevant facts may impact on any claims arising from your contract of insurance.