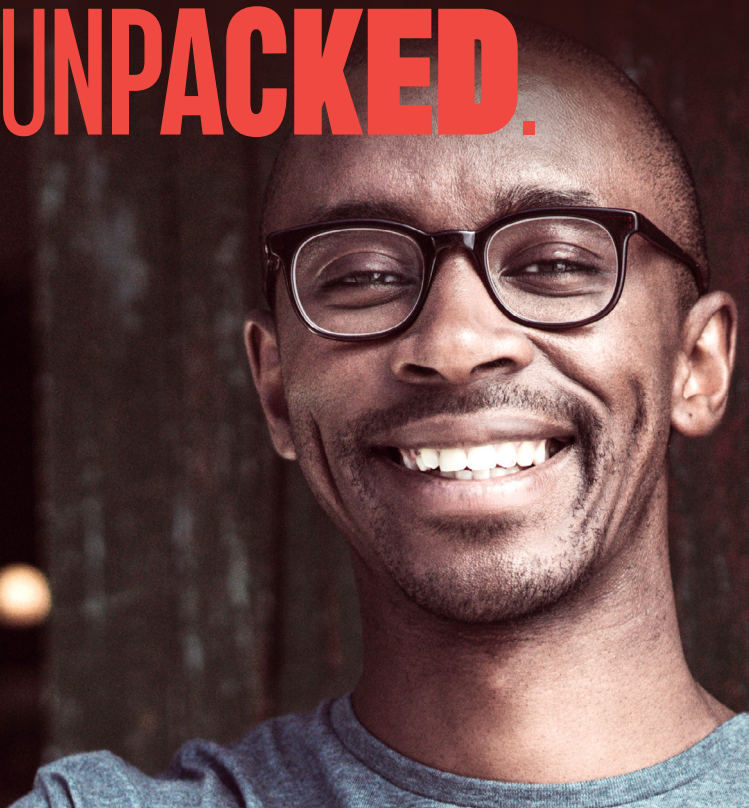


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## THE UNLIMITED

FSP 21473



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FINANCIAL SERVICES (PTY) LTD

FSP 10287



**CONSTANTIA**  
Insurance made personal

FSP 31111

Member of



**THE UNLIMITED**  
**Child**

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**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.**

## **SECTION 1: TERMS AND CONDITIONS**

This section has no relevance on the insurance portion of your terms and conditions.

### **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. By making payment of your monthly fee 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 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 R 299 per month (which includes the premium).

## 2. GAP COVER MASTER POLICY WORDING

Master Policy Wording No. CICL/GEMSGAP/2022

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 Constantia Insurance Company Limited (the Company) before the inception date or renewal date (as the case may be) and subject to the Definitions, Defined Events, General Exceptions, General Conditions, Table of Benefits, Limitations and any Endorsements to the policy the Company agrees to pay the Principal Insured Person for an Insured Incident occurring during the period of insurance up to the limit of indemnity stated for the Insured Person and the benefit as stated in the policy. The telesales call or application form and declaration completed by the Insured Person and/or Principal Insured Person are the basis and form part of this policy as well as the policy schedule, if applicable, and any endorsement to the policy.

## 3. DEFINITIONS

In this policy all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions implying the masculine gender shall include the feminine. 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. **"Company"** means Constantia Insurance Company Limited, Reg No. 1952/001514/06, FSP No. 31111.
3. **"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.
4. **"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.

5. **"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.

6. **"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.

7. **"Family"** means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined)

provided that the Eligible Spouse and Eligible Child are Insured Persons.

8. **"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, 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, dumb or other handicapped persons.
9. **"Hospital Confinement"** means admission to a Hospital ward.
10. **"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.
11. **"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.
12. **"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. They must not already be 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.
13. **"Medical practitioner"** means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).

14. **"Medical Aid Scheme Option"** means the Medical Aid Scheme Option of the Principal Insured Person immediately prior to the Defined Event.
15. **"Medical Scheme Option Reimbursement Rate"** means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
16. **"Medical Scheme Tariff"** means the rate equal to the Insured Person's Medical Scheme Rate.
17. **"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.
18. **"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.
19. **"Schedule"** means the Schedule of Insurance attaching to and forming part of this Policy.
20. **"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.
21. **"Sub-Limitation"** means a sub-limitation indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
22. **"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.
23. **"Underwriting Manager"** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.
24. **"Binder Holder"** means The Unlimited Group (Pty) Limited, Reg. No. 2002/002773/07, FSP No. 21473.

#### 4. 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; and
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, and
  - c. The necessity for outpatient Treatment for the following procedures:

<b>TREATMENT TYPE</b>	<b>MEDICAL/SURGICAL PROCEDURE</b>
<b>General Surgery</b>	a. Surgical biopsy of breast lump b. Needle biopsy of breast lump c. Hernia repairs d. Inguinal hernia including femoral hernia umbilical hernia, epigastric hernia and spigelian hernia e. Varicose veins in the rooms (if paid from scheme's risk) f. Ischio-rectal abscess drainage g. Closure of colostomy h. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation) i. Lymph node biopsy j. Endoscopy
<b>Urology</b>	a. Vasectomy b. Cystoscopy c. Orchidopexy d. Prostate biopsy
<b>Ophthalmology</b>	a. Cataract removal b. Pterygium removal c. Trabeculectomy
<b>ENT surgery</b>	a. Direct laryngoscopy b. Tonsillectomy c. Laser and Conventional ENT Surgery d. Nasal surgery (Turbinectomy and Septoplasty) e. Sinus surgery (FESS) f. Myringotomy g. Grommets

<b>TREATMENT TYPE</b>	<b>MEDICAL/SURGICAL PROCEDURE</b>
<b>Orthopaedic</b>	<ul style="list-style-type: none"> <li>a. Arthroscopy</li> <li>b. Carpal Tunnel Release</li> <li>c. Ganglion surgery</li> <li>d. Bunionectomy</li> </ul>
<b>Paediatric surgery</b>	<ul style="list-style-type: none"> <li>a. Orchidopexy</li> </ul>
<b>Hepatobiliary surgery</b>	<ul style="list-style-type: none"> <li>a. Needle biopsy of the liver</li> </ul>
<b>Cardiothoracic surgery</b>	<ul style="list-style-type: none"> <li>a. Bronchoscopy</li> </ul>
<b>General medical cardiology</b>	<ul style="list-style-type: none"> <li>a. Coronary angioplasty</li> <li>b. Coronary angiogram</li> </ul>
<b>Neurology</b>	<ul style="list-style-type: none"> <li>a. 48-hour halter EEG</li> </ul>
<b>Immunology</b>	<ul style="list-style-type: none"> <li>a. Plasmapheresis</li> </ul>
<b>Gastroenterology</b>	<ul style="list-style-type: none"> <li>a. Oesophagoscopy</li> <li>b. Gastroscopy</li> <li>c. Colonoscopy</li> <li>d. ERCP</li> </ul>
<b>Diagnostic radiology</b>	<ul style="list-style-type: none"> <li>a. Myelogram</li> <li>b. Bronchography</li> <li>c. Angiograms, including carotid, cerebral, coronary and peripheral angiograms.</li> </ul>
<b>Obstetrics &amp; gynaecology</b>	<ul style="list-style-type: none"> <li>a. Tubal ligation</li> <li>b. Childbirth in a non-Hospital setting</li> <li>c. Incision and drainage of Bartholin's cyst</li> <li>d. Marsupialisation of Bartholin's cyst</li> <li>e. Cervical laser ablation</li> <li>f. Hysteroscopy</li> <li>g. Phototherapy</li> <li>h. Dilation and curettage</li> </ul>
<b>Hyperbaric oxygen Treatment for:</b>	<ul style="list-style-type: none"> <li>a. Radionecrosis</li> <li>b. Malunion of major fractures</li> <li>c. Avascular leg ulcers</li> <li>d. Decompression sickness</li> <li>e. Chronic osteitis</li> <li>f. Serious anaerobic infections</li> </ul>

3. The Treatment received in a casualty ward 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.
4. The Company will pay to the Principal Insured Person an amount in accordance with the table of benefits subject to the limitations.

## **5. GENERAL EXCEPTIONS**

The Company shall not be liable for hospitalisation, bodily injury, sickness or disease directly or indirectly caused by related to or in consequence of

- 1. No benefits shall be payable for an Insured Incident for which the Insured Person received Treatment or advice at any time during the twelve (12) months prior to becoming an Insured Person. 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. No benefits are payable which should be provided by the medical aid scheme such as Prescribed Minimum Benefits.
  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. This exclusion does not apply to traditional cancer Treatment if such Designated Service Provider is Public Hospitals or Public Clinics.
  13. No benefits are payable for ward fees, theatre fees, medicines, material expenses/costs and any other Hospital expenses.
  14. Any medical/surgical procedure not covered or declined by the medical aid scheme.
  15. Investigations, Treatment or surgery for artificial insemination or hormone Treatment for infertility.
  16. Depression, insanity or mental stress or psychotic/ psychoneurotic disorders.
  17. No benefits shall be payable in the event of any fraudulent submission by the claimant.
  18. Co-Payment.
  19. Split Billing.
  20. Sub-Limitation.

## **6. WAITING PERIODS**

No benefits will be payable during a general 3 month waiting period calculated from the policy start date (see clause 5 below) for all Treatment received unless the Treatment was required as a result of an Accident (as defined).

## **7. GENERAL CONDITIONS**

### **1. Cooling-Off Period**

A Principal Insured Person may:

- a. in any case where no benefit has yet been paid or claimed or an Insured Incident has not yet occurred; and
- b. within a period of thirty-one (31) days of receipt of the policy by the Principal Insured Person, or from a reasonable date on which it can be deemed that the Principal Insured Person received this policy, cancel the policy by written notice sent to the Underwriting Manager.

All premiums or moneys paid by the Principal Insured Person to the Company up to the date of receipt of the cancellation notice or received at any date thereafter in respect of the cancelled or varied policy, shall be refunded to the Principal Insured Person less the cost of any risk cover actually enjoyed.

## **2. Protection of Personal Information Act, 2013 (POPIA)**

- a. The Company, the Underwriting Manager as well as the Binder Holder, and their authorised representatives shall process, disclose or transfer personal information only for the intended purpose of administering this contract or for any statutory purposes.
- b. An Insured Person has the right to –
  - I. object to the processing of their personal information on reasonable grounds unless legislation allows for such processing, in the manner prescribed by POPIA;
  - II. request from the Company details of personal information the Company or its authorised representatives holds, and details of how personal information is processed. Requests should be addressed to –

**The Information Officer**  
 Ambledown Financial Services  
 P.O Box 1862  
 Cramerview  
 2060

**Tel:** 0861 262 533  
**Email:** [compliance@ambledown.co.za](mailto:compliance@ambledown.co.za)

Or

**The Information Officer**  
 The Unlimited Group (Pty) Limited

Private Bag X7028  
Hillcrest  
3650

**Tel:** 0861 990 000  
**Email:** RiskCompliance2@theunlimited.co.za

- III.** lodge a complaint with the Information Regulator, as per the contact details provided below.

**Chief Executive Officer**  
P.O Box 31533  
Braamfontein  
2017

**Tel:** 010 023 5200  
**Email:** complaints.IR@justice.gov.za

- c.** The Company shall use its best endeavours to ensure personal information is reliable. The Principal Insured Person shall be responsible for advising the Underwriting Manager of any changes to the personal information of an Insured Person in a timely manner and shall ensure that such information is complete, correct and up to date.

### **3. Claims**

- a.** Following an insured event, 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.
  - III.** As often as required, 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 provided that the claim is outstanding and is not a subject of a then pending court case.
- c. Where the Company rejects or disputes a claim or the quantum of a claim, or voids the policy, the Principal Insured Person has ninety (90) days (the "representation period") from receipt of the Company's written notification to dispute the decision of the Company. This must be done in writing to the Company:

**The Complaints Officer**

Constantia Insurance Company Limited  
PO Box 3518  
Cramerview  
2060

**Tel:** 011 686 4200  
**Fax:** 011 789 8828  
**Email:** [complaints@constantiagroup.co.za](mailto:complaints@constantiagroup.co.za)

Or

**The Compliance Officer**

Adv Christiene Brummer  
Constantia Insurance Company Limited  
PO Box 3518  
Cramerview  
2060  
**Tel:** 011 686 4200  
**Fax:** 011 789 8828  
**Email:** [ChristieneB@constantiagroup.co.za](mailto:ChristieneB@constantiagroup.co.za)

Alternatively, the Principal Insured may contact:

**The Ombudsman for Short-Term Insurance**

PO Box 32334  
Braamfontein  
2017

**Tel:** 011 726 8900  
**Fax:** 011 726 5501  
**Email:** [Info@osti.co.za](mailto:Info@osti.co.za)  
**Web:** [www.osti.co.za](http://www.osti.co.za)

If the dispute is not satisfactorily resolved in this manner, the Principal Insured Person has a further one hundred and eighty (180) days after the expiry of the representation period to serve a summons on the Company.

- d. Any benefit payable in respect of Hospital confinement shall only become due at the end of a period of such confinement. However, payments on account can be submitted by the Principal Insured Person at the end of a thirty (30) day period of Hospital confinement. The payment of such interim account shall be in the sole discretion of the Company.
- e. The Company will negotiate with and request the Insured Person's Medical Scheme to re-assess any claim, negotiate any discount with the relevant Medical practitioner and pay the benefit payable in terms of this policy directly to the Medical practitioner, should a discount be negotiated.
- f. 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 by the Company of its obligations under this policy.
- g. No benefit payable shall carry interest.

#### **4. Premiums**

- a. Subject to the provisions of clause 9 (Amendments) below, the premium payable to the Company for the benefits under this policy is R159.17 per family per month, which is broken down as follows:

<b>Commission (Binder Holder):</b>	<b>R31.83</b>
<b>Binder fees (Underwriting Manager):</b>	<b>R31.83</b>
<b>Risk Premium:</b>	<b>R95.51</b>
<b>Gross Premium:</b>	<b>R159.17</b>
<b>VAT Included:</b>	<b>R20.76</b>

- b. Collection of premium via debit order:

In circumstances where the employer is unable and/or refuses to process a Payroll Deduction:

- I. 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.
- II. The Principal Insured Person authorises the Binder Holder or Underwriting Manager to collect the premium on

another date where this is required for successful premium collection.

**III. 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.

- c. 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.
- d. If the outstanding premium is not paid within the fifteen (15) day grace period then cover shall be suspended, effective from the last day of the month for which a premium was paid. 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.
- e. The Company may offer terms of reinstatement, but is not obliged to do so or to reinstate the Insured Person's policy.
- f. 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.
- g. 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.
- h. 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.
- i. 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. Commencement of cover**

- a. 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.

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

## **6. Termination of cover**

- a. This policy may be cancelled by the Insured Person at any time by giving thirty-one (31) days' notice in writing to the Binder Holder and/or the Underwriting Manager.
- b. The Company can cancel this policy at any time if any Insured Person does not fulfil their duties under this policy or if they are dishonest or fraudulent. The Company will notify the Principal Insured Person:
  - I. immediately in writing of cancellation for fraudulent or dishonest actions or the non-payment of premium; and
  - II. of cancellation after 31 days' notice in writing (or such other period, as may be mutually agreed and/or otherwise prescribed by this policy).
- c. 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.
- d. 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 provided such spouse elects to do so by notifying the Binder Holder and/or Underwriting Manager within sixty (60) days of the death of the Principal Insured Person.
- e. No premium refund shall be due in the case of cancellation by the Principal Insured Person.

## **7. Medical examination**

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.

## **8. Jurisdiction**

The policy shall be subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country.

Where payment is to be made to or by the Company it shall be made in the currency of the Republic of South Africa at the Company's head office unless the Company allows otherwise.

## **9. Amendments**

- a. The Company reserves the right to amend this policy wording and/or the benefits by way of endorsement as well as to change the premiums by giving thirty-one (31) days written notice prior to the effective date of the change, which notice may be given by SMS.

## **10. Cover**

- a. Cover shall only be in force provided that the Insured Person is registered with a 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).

## **8. TABLE OF BENEFITS**

- 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.** Subject to the specific benefit limit set out below, 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.
- c.** The Medical Advice Benefit - The Medical Advice Line is available to all Insured Persons. 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 an Insured Person can call 0861 990 000. An Insured Person will need to provide:
  - I.** the policy number and/or their personal particulars (identity number);
  - II.** a description of the medical situation; and
  - III.** the nature of the assistance required.

## **9. SPECIFIC LIMITATIONS**

- a.** Treatment in a casualty unit ward of a Hospital shall be limited to R 10,000.00 in the aggregate per Insured Person per annum.

## **10. OVERALL LIMITATIONS**

The following policy benefits are subject to an overall benefit limitation of R 177,800.00 in the aggregate per Insured Person per annum:

- a.** Gap Cover; and
- b.** Casualty Cover combined

For the avoidance of doubt, the specific benefit limitation of R 10,000.00 for Treatment in a casualty ward is included in the overall benefit limit of R 177,800.00 per Insured Person.

## SECTION 2: 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 license 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](mailto:customercare@theunlimited.co.za)  
**Website:** [www.theunlimited.co.za](http://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. Whether the services rendered are under supervision: Some services may be rendered under supervision
- 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> info@theunlimited.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**

Constantia 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 Insurer has also outsourced certain other supporting administration functions to Ambledown in terms of a written outsourcing agreement between The Insurer and Ambledown. Ambledown is remunerated for performing these outsourced administration functions by an administration fee as agreed with the Insurer.

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

Ambledown is an authorized 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)**

**CONSTANTIA INSURANCE COMPANY LIMITED**  
**FINANCIAL SERVICES PROVIDER LICENSE NO: 31111**

**TELEPHONE NO:** (011) 686 4200

**FACSIMILE NO:** (011) 789 8828

**POSTAL ADDRESS:** PO Box 3518

Cramerview  
 2060

**PHYSICAL ADDRESS:** Building B and Portion of  
 Building A  
 Nicol Main Office Park  
 2 Bruton Road  
 Bryanston  
 2191

**FSP LICENCE CATEGORY:** Category 1  
 Short-Term, Personal and  
 Commercial Lines and

Participatory interests  
in Collective Investment  
Schemes. Licensed to offer  
both Intermediary Services  
and Advice.

**COMPLIANCE OFFICER:** Adv Christiene Brummer  
**E-MAIL:** christieneb@constantigroup.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.)

## **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:** Leone Soobramoney  
**E-MAIL:** 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:** Paul Makwea  
**E-MAIL:** 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 Constantia Insurance Company Limited through:

**COMPLAINTS OFFICER:** The Complaints Officer  
**E-MAIL:** complaints@constantiagroup.co.za  
**TELEPHONE NO:** (021) 424 8040  
**PHYSICAL ADDRESS:** Building B and Portion of Building A  
Nicol Main Office Park  
2 Bruton Road  
Bryanston  
2191  
**POSTAL ADDRESS:** P.O. Box 2215  
Cape Town  
8000

## 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. Constantia 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:** Paul Makwea  
**E-MAIL:** 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  
**E-MAIL:** 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  
**E-MAIL:** info@faisombud.co.za  
**FACSIMILE NO:** (012) 348 3447  
(086) 764 1422

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 REGISTRAR OF SHORT-TERM INSURANCE**

**POSTAL ADDRESS:** P.O. Box 35655  
Menlo Park  
0102  
**FACSIMILE NO:** (012) 346 6941  
**TELEPHONE NO:** (012) 428 8000  
**E-MAIL:** info@fsca.co.za /  
complaints@fsca.co.za

Disputes regarding contractual terms may be referred to the Registrar.

## **14. 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.
- 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).

## **15. 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.

## **16. 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.

## **17. 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.

## **18. COOLING-OFF RIGHTS**

### **For existing policies:**

If we change anything in relation to your insurance policy, you have the right:

- I. Within 31 days of the receipt of the amended policy cancel the policy which you have entered into with the insurer by way of a cancellation notice (either telephonic and/or written) to the insurer.
- II. The insurer shall refund you the premiums that were received, subject to the deduction of any costs incurred during the period of insurance.
- III. The insurer shall within 31 days of receipt of the cancellation notice from the policyholder, comply with the cancellation request.

### **For new policies:**

After taking an insurance cover with the insurer, you have the right:

- I. Within 31 days of receipt of the new insurance policy, cancel the new policy which you have entered into with the insurer by way of a cancellation notice (either telephonic and/or written) to the insurer.
- II. The insurer shall refund you the premiums that were received, subject to the deduction of any costs incurred during the duration of insurance.
- III. The insurer shall within 31 days of receipt of the cancellation notice from the policyholder, comply with the cancellation request.