

# ALL YOUR PRODUCT BENEFITS UNPACKED.

theunlimited.co.za



Unlimit Your Life.

# THE UNLIMITED

FSP 21473



underwritten by Santam Structured Life Limited,  
a licensed life insurer and authorised financial services provider [1026]

Santam Structured Life Limited is the life insurer of the life insurance policy. The Unlimited acts as the intermediary who administers claims and performs other policy services on behalf of the life insurer.

Member of



# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

## GENERAL TERMS AND CONDITIONS:

**PLEASE NOTE:** any proposal/application form or other information supplied by you or by us, or on behalf of you, including any recorded phone calls made to or received by you, will be the basis of this membership agreement and of your life insurance policy and must be read together with these terms and conditions and of the life policy.

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

- 1.1 For paying your monthly fee, you get non-insurance benefits described in the *non-insurance benefit section* and life insurance benefits in your *life insurance policy*.

### 2. WHO IS PARTY TO THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT?

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

**and**

- 2.2 Us, The Unlimited. We bring you the non-insurance benefits and further provide intermediary services on behalf of the Life Insurer in respect of the life insurance benefits you have chosen.

**and**

- 2.3 Any named service provider which provides your non-insurance benefits, which are described in the *benefit sections* of this membership agreement.

### 3. THE FEE AND LIFE INSURANCE PREMIUM

- 3.1 The fee entitles you to membership of The Unlimited Family and is the total amount you pay each month for all your membership costs and chosen membership benefits.
- 3.2 In return for the fee, we negotiate rates and terms with service providers on your behalf and arrange insurance cover for you. Payment of the fee also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
- 3.3 If you also have life insurance benefits, the fee includes the life insurance premium, which is the amount payable by us to the Life Insurer for the insurance cover. The life insurance premium is disclosed separately in the *life insurance policy*. Your life insurer under the policy is Santam Structured Life Limited.
- 3.4 The fee includes any additional amounts you pay us for additional benefits you buy, which will include additional life insurance premiums for any additional lives insured, endorsements and addendums to your life insurance policy.
- 3.5 The fee is inclusive of VAT and is payable monthly in advance.
- 3.6 For your protection, The Unlimited makes use of DebiCheck to collect your monthly fee. DebiCheck is an authorisation process implemented by all South African banks to reduce fraudulent debit order activity. It enables you to approve new debit orders through accepting a mandate sent by your bank.
- 3.7 It is your responsibility to pay your total monthly fee on the due date. If we can't deduct the fee from your bank account (for example, if you don't have funds) you will not be entitled to any of your benefits. To allow us to restore your benefits, you agree that if we cannot collect the fee, including the life insurance premium, from your bank account in any given month, we can, at our discretion, try and collect from your account a further 3 times by debit order. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred because of failed collections will be for your own account. PLEASE NOTE: You and any person that is part of the

membership will not be entitled to any benefits during any month where we do not successfully collect a fee from you.

- 3.8 Please contact us if you want to change the collection (due) date which we have agreed with you.
- 3.9 If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we will resubmit the debit order mandate for collection in the month following the dispute/s.

#### 4. OTHER IMPORTANT INFORMATION




- 4.1 You agree and want to be a party to this membership agreement. You further agree that any personal information provided to us, including that of minor children, will be collected and used to allow us to fulfil our obligations to you in terms of this membership agreement. In addition, the Personal Information may be shared internally or externally with our departments who have a need for this information, the Life Insurer or other third parties for business obligations or legal requirements. Please contact us should you have any objections.
- 4.2 You agree that we can market other products and services to you **even after this membership agreement ends** and share market innovations with you. You also agree that we can submit your information to, and receive information about you from, credit institutions (such as credit bureau) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business, as well as offering goods and services to you.
- 4.3 You must be under the age of 65 to enter into this membership agreement. The membership agreement will automatically end when you turn 70 or immediately on the death of the main member.
- 4.4 Any life insurance and non-insurance benefits that apply to your dependants will also end should this membership agreement end for any reason or when your dependants:
  - 4.4.1 in the case of children, turn 21; and
  - 4.4.2 in the case of adults, turn 70.
- 4.5 This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee, unless amended.
- 4.6 You can only use your life insurance and non-insurance benefits available in South Africa and for events occurring in **South Africa**.
- 4.7 You can cancel the membership agreement at any time. Give us a call so we can assist you. There is a cooling-off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF YOU HAVE NOT USED** any of the life insurance and non-insurance benefits. Cancellation of your membership agreement will include cancellation of ALL your life insurance and non-insurance benefits
- 4.8 We will communicate with you via SMS, WhatsApp, email or letter. If you have a preference about how we communicate with you, please tell us.
- 4.9 **We may change the amount you pay in respect of the fee (which includes the life insurance premium) or the date on which you pay. For example, if you buy additional insurance or non-insurance benefits from us, or annually if we do a price increase.**
- 4.10 It is important that we always have your latest contact number (cell phone), email, physical and/or postal address. **If any of your contact details change, please tell us immediately.**
- 4.11 We can cancel this membership agreement, including all the life insurance and non-insurance benefits you have:
  - 4.11.1 immediately by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
  - 4.11.2 immediately if you do not pay the fee each month; or
  - 4.11.3 on 31 days' notice in writing for any other reason (or any other period we agree or that is set out in this membership agreement).
- 4.12 In the event of any fraud, mis-description, misrepresentation or non-disclosure of material facts we reserve the right, at any time, to void your membership or parts thereof, and your life insurance policy,

cancel your membership or reject any benefit claim with immediate effect or declare the membership null and void from inception.

- 4.13 Your use of your life insurance and non-insurance benefits is always subject to the terms of this membership agreement as well as any life insurance policy, statutory notices, amendments, endorsements and addendums issued by us in terms of your membership; and must be read together with, and shall form a part of, this membership agreement.
- 4.14 We reserve the right to amend, add or change the cover / benefits provided, including the membership fee, and life insurance premiums, the benefit waiting periods or any of the terms and conditions of this membership agreement (including both life insurance and non-insurance benefits), by giving 31 days' written notice to you of our intention to do so.
- 4.15 Any variations and or changes will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent.
- 4.16 We will notify you of any increases or changes by SMS or WhatsApp to the number or email you provided to us. If you have a preference about how we communicate with you, please tell us.

## 5. WE WOULD LOVE TO HEAR FROM YOU

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

-  Facebook, (look for The Unlimited);
-  Twitter, (our handle is @theunlimited); find us on
-  LinkedIn as theunlimited; or
-  on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or
-  call us on **0861 990 000**

## YOUR NON-INSURANCE BENEFITS

These benefits are not regulated by the FAIS Act and therefore are not subject to the same rules and protection.

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

#### A. AIRTIME AND DATA BENEFIT

##### 1. WHO IS YOUR SERVICE PROVIDER FOR THE AIRTIME AND DATA BENEFIT?

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

##### 2. WHAT IS YOUR AIRTIME AND DATA BENEFIT?

###### 2.1 Monthly airtime:

**R100 MONTHLY AIRTIME:** Every time you pay your monthly membership fee, we will load R100 airtime onto your SIM card from uConnect. Your airtime will be activated once we have confirmed the successful collection of your monthly membership fee.

2.1.1 **Your free airtime lasts for a period of 30 days.**

2.1.2 **You can use your free airtime to make a call, surf the net or send SMSs and MMSs.**

2.1.3 **You CANNOT convert your free airtime into data bundles.**

###### 2.2 Double airtime:

Every time you load airtime onto your SIM card from uConnect, you will receive the same amount of free airtime from us. For example, if you purchase and load a R20 airtime voucher onto your SIM card from uConnect, we will double your airtime by giving you another R20 free.

2.2.1 **Your free airtime lasts for a period of 30 days.**

2.2.2 You can use your free airtime to make a call, surf the net or send SMSs and MMSs.

2.2.3 You CANNOT convert your free airtime into data bundles.

###### 2.3 Double data:

Every time you purchase data through the uConnect App, you will receive the same amount of free data from us. For example, if you purchase 25MB data through the uConnect App and load it onto your SIM card from uConnect, we will double your data by giving you another 25MB free.

2.3.1 **Please note your free data lasts for a period of 30 days.**

2.3.2 You only get double data when you purchase data through the uConnect App.

###### 2.4 Additional airtime benefits:

**You have access to additional airtime benefits when you make purchases on the uConnect App.**

2.4.1 For further details and the terms and conditions applicable to your SIM card and related benefits, please go to [www.uconnect.co.za](http://www.uconnect.co.za)

##### 3. HOW TO ACCESS YOUR AIRTIME AND DATA BENEFIT

3.1 You must RICA first before you can use your SIM card

3.2 The uConnect App is free and can be downloaded from the Google Play Store and Huawei AppGallery on Android phones or from the App Store on iOS phones. Terms and conditions will apply.

3.3 If you have any questions, please call us, our agents will be able to help you.

##### 4. WHEN WILL WE NOT PROVIDE YOU WITH YOUR AIRTIME AND DATA BENEFIT?

4.1 If you do not pay your monthly membership fee, we will not load your SIM card from uConnect with your monthly airtime or data. We may also take back any monthly airtime or data we gave you.

4.2 If you do not use the SIM card for a consecutive period of 60 days at any time from the start date of the membership, you agree that we can deactivate your SIM card and give your number to someone else.

- 4.3 If you have committed fraud or have not given us all your correct details (now or when you use a benefit).

## **B. EMERGENCY MEDICAL SERVICES (“EMS”)**

### **1. WHO IS YOUR SERVICE PROVIDER FOR THE EMS BENEFIT?**

CIMS SA (Pty) (Ltd) is the service provider which will provide your *emergency medical services (“EMS”) benefit*.

### **2. WHAT IS YOUR EMS BENEFIT?**

#### **2.1 24-hour medical advice and information hotline – telephonic**

Qualified nursing staff are available 24 hours a day to provide general medical information and advice via telephone.

#### **2.2 24-hour emergency medical advice and assistance hotline - telephonic**

When you call the telephonic emergency medical advice and assistance hotline, whereby operators will:

2.2.1 guide you through a medical crisis situation;

2.2.2 provide emergency medical advice; and

2.2.3 arrange the support you require via the medical emergency alarm centre.

#### **2.3 Emergency medical response to the scene of a medical emergency (primary response)**

In the instance of a medical emergency, taking logistical constraints into account (e.g., availability of suitable landing sites and prevailing weather conditions), an appropriate road and/or air response will be undertaken utilising an ambulance, a rapid response vehicle or a helicopter whichever is the most medically appropriate - all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or doctors. Such transport will be despatched to the scene of a medical emergency where appropriate lifesaving support will be provided. If necessary, you will be stabilised before emergency medical transportation is provided.

#### **2.4 Emergency medical transportation – pre-hospital**

In the event of your involvement in a medical emergency, we will arrange and pay for emergency medical transportation where required

For the avoidance of doubt:

2.4.1 You will be transported to a government hospital (and not a private hospital) in the event that you do not have sufficient and current medical aid cover, or in the event that the emergency medical personnel are unable to establish whether you are a paid-up member of a medical aid, e.g., due to the fact that you are unconscious;

2.4.2 The decision as to whether your circumstances constitute a medical emergency for which emergency medical transportation will be provided shall be in the sole and absolute discretion of the medical personnel in the alarm centre;

2.4.3 The choice of which medical facility you are transported to shall be in sole and absolute discretion of the attending emergency paramedic services. You waive any and all claims against us should you suffer any loss and or damages as a direct or indirect result of the choice of medical facility.

2.4.4 Medical considerations including the degree of urgency, your state and fitness to travel and other relevant considerations including, but not limited to, airport availability, weather conditions and distance to be covered as assessed by the emergency medical alarm centre doctor and support staff will determine whether emergency medical transportation will be provided by medically equipped fixed wing air ambulance, helicopter, scheduled commercial flight or road ambulance.

2.5 In the case whereby the initial emergency medical transportation was provided by the 24-hour call centre, the following additional benefits are available to the member where applicable and medically justifiable:

2.5.1 **Inter-hospital transfer:**

After the initial emergency medical transportation, an inter-hospital or inter-facility transfer comprises the one-way transportation by road or air ambulance, whichever is most medically appropriate in the opinion of the emergency medical alarm centre doctor, to a more suitable or appropriate medical facility for managing your condition.

2.5.1.1 **Upgrade transfer:**

If the emergency medical alarm centre doctor, in consultation with your attending doctor, determines that you should be transferred and admitted (one way transfer) to an alternate medical facility (because the necessary treatment cannot be continued at the present facility), the emergency medical alarm centre will arrange and pay for your transportation to another medical facility which is willing to accept you and where treatment can be provided (after you have been stabilised), subject to the limits specified in the benefit table. This service does not include diagnostic transfers for medical procedures or investigations.

2.5.1.2 **Downgrade transfer:**

Transfer to a step-down medical facility will only be approved on a medically justified basis as authorised by the emergency medical alarm centre doctor. This transfer will be to the most appropriate and closest facility to the medical facility where you are being treated as an inpatient, and is limited to a single transfer per hospitalisation event.

2.5.1.3 **Medical repatriation:**

In the event that you are hospitalised outside your home town, (being a distance greater than 100 km from your ordinary place of residence), the emergency medical alarm centre will arrange and pay, up to the limits specified in the benefit table, for your repatriation to a medical facility in or near your home town provided the provision of such service is, in the sole opinion of the emergency medical alarm centre doctor, regarded as being medically justified (long term inpatient treatment is required) and that medical supervision is required for such transfer. We will determine the means of transportation and timing of the repatriation in their sole discretion.

2.5.2 **Escorted return of minors**

In the event of your minor children being stranded as a result of your hospitalisation whereby the emergency medical transportation was provided through the programme, we will arrange and pay for the transportation of the minor children, under supervision where necessary, into the care of a person nominated by you, within South Africa.

2.5.3 **Compassionate visits**

Should you be hospitalised, whereby the emergency medical transportation was provided through the programme, further than 100km's outside of your ordinary place of residence for a period exceeding five (5) consecutive days, we will arrange and pay up to R2 000 (including VAT) for the economy class transportation of a close relative to visit you.

### 3. HOW TO ACCESS YOUR EMS BENEFIT

3.1 You must contact the 24-hour call centre dedicated number and provide your membership number, personal particulars, the place and telephone number where you or your representative can be reached, and a brief description of the emergency and the nature of the assistance required

- 3.2 Where you need a medical transfer or relocation you or your representative must inform the 24-hour call centre of the names, addresses and telephone numbers of the treating hospital, the attending doctor and, if available, your family doctor.
- 3.3 **IMPORTANT:** If an emergency requires that you are taken directly to a medical facility without first contacting the dedicated 24-hour call centre, you must notify the dedicated 24-hour call centre within 72 (seventy-two) hours of the medical emergency having occurred.
  - 3.3.1 If you have a medical aid, the invoice for ambulance transportation will be submitted to your medical aid for payment.
  - 3.3.2 If you do not have a medical aid and you incorrectly receive an invoice from the ambulance service provider despite having contacted the 24-hour call centre, you may submit the invoice to Cims South Africa for reimbursement within 2 (two) months of the date of the medical emergency, together with supporting documentation to: Cims South Africa, P.O. Box 1468, Sunninghill, 2157.

#### **4. IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH EMERGENCY MEDICAL SERVICES (“EMS”)**

We are under no obligation to provide any services to you in circumstances resulting, directly or indirectly from:

- 4.1 Services being rendered without the dedicated 24-hour call centre’s authorisation or intervention.
- 4.2 Minor (i.e., non-life threatening) illness or injury which, in the sole opinion of the emergency medical alarm centre personnel, can be adequately treated locally, by your family general practitioner for example, and which do not require emergency medical transportation.
- 4.3 Wilful and self-inflicted injury or self-induced illness, as well as insanity, alcoholism, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life).
- 4.4 Professional sport or sport undertaken on a national or provincial competitive basis.
- 4.5 Your commission of, or your attempt to commit, an unlawful act.
- 4.6 Your active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or insurrection nor for any consequence or loss which is a direct result of nuclear reaction or radiation.
- 4.7 Any events which occurred prior to the receipt by The Unlimited of your first fee payable in terms of this membership agreement.
- 4.8 Your failure to pay any fee on or before the due date for payment.

#### **5. SPECIFIC TERMS AND CONDITIONS FOR YOUR EMS BENEFIT**

- 5.1 If you are transported to a medical facility by another service provider, we will only reimburse you to the limit of the tariffs which we have negotiated with our service providers. You will be liable for any shortfall.
- 5.2 We may at any time, and at our own cost, institute proceedings in your name to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of services by our service providers.
- 5.3 Neither our service providers nor their agents and/or employees are liable or responsible for the negligence, whether gross negligence or otherwise, wrongful acts and/or omissions of any person or persons or legal entity which provide direct or indirect services to you in terms of this membership agreement.

Our service provider may appoint independent contractors for the delivery of medical services. Although every effort is made to monitor the appointed service providers, any liability remains with the appointed service provider.



## YOUR LIFE INSURANCE POLICY

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

#### SPECIFIC TERMS & CONDITIONS FOR THE LIFE INSURANCE POLICY

##### 1. WHO IS THE LIFE INSURER FOR THE LIFE INSURANCE POLICY?

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

The Unlimited acts as the intermediary who administers claims and performs other insurance services on behalf of the Life Insurer.

When we use the words “we” or “us” we refer to your Life Insurer or to The Unlimited acting on your Life Insurer’s behalf.

You can contact the Life Insurer, **Santam Structured Life Limited**, on **011 685 7600**

##### 2. IMPORTANT PLEASE READ CAREFULLY

2.1 You pay The Unlimited the membership fee and we pay the life insurance premium on your behalf. Any refund of life insurance premium due by the Life Insurer for any reason will not include the balance of our membership fee.

2.2 The life insurance policy is issued to you at your own request and without advice. Please read it carefully and ensure that it is appropriate to your needs. If not, please contact us. Also see **CANCELLATION OF YOUR LIFE INSURANCE BENEFITS** below.

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

3.1 By SMS or WhatsApp to the cell phone number you provided us with will be the agreed method of giving you any notice required by this life insurance policy or by law, and our main method of communication will also be by SMS or WhatsApp to that number. In this regard you agree that we can communicate with you using WhatsApp or SMS. Alternatively, we will send you an email or we will give you a call if that is your preferred method of how we communicate with you.

3.2 It is important to keep all the information you have recorded with us (including the details of your dependants and beneficiary’s) updated. It is your obligation to always provide us with your current contact number (cell phone), email address, physical and/or postal address on record, including the latest contact information of your nominated beneficiary (if you have included one). If any of your, or that of your nominated beneficiary’s, contact details change, you must let us know as soon as possible. **We will always communicate with you using your last known details** to fulfil your life insurance benefits and to process any claims you may have. Please contact us for any amendments or further assistance.

##### 4. FOR COMPLAINTS AND COMPLIANCE

4.1 It is important that you are happy with your life insurance policy. If you are unhappy for any reason, please call us on 0861 990 000 and give us a chance to see if we can set things right.

4.2 If you are still not happy, then refer to ‘How to submit a complaint’ in the KEY INFORMATION & DISCLOSURE DOCUMENT.

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

- 5.1 You, the main member, are covered by the life insurance benefits. You can cover your spouse, up to 5 of your children and up to 3 additional dependants (*as defined*), if stated to be included in the *benefits section of this life insurance policy*, at an additional cost to you, where applicable.
- 5.2 You must provide us with the name, surname and dates of birth of your spouse, each of your children and additional dependants (*as defined*), or they will not be covered. It is important that we have the correct details of your spouse, the children and additional dependants (where additional cover is given and selected at an additional life insurance premium). If any amendments are required, or you would like to understand who can be covered, please contact us for assistance.
- 5.3 **Important to note:**
  - 5.3.1 Details of your spouse must be on record.
  - 5.3.2 For your children or additional dependants, to be covered for an insured event, they must be:
    - 5.3.2.1 on record; **and**
    - 5.3.2.2 totally financially dependent on you. This means that from the date you add a child or additional dependant to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of the insured child or additional dependant and pay for their food, medicine, shelter, money, education and clothing; **and**
    - 5.3.2.3 be a member of your family through blood or by a recognised legal relationship. **IMPORTANT:** You may add your child to this life insurance policy from the day they are born alive (and up to the age of 21).
- 5.4 Failure to provide us with the details above, or if you do not meet these requirements, can result in the rejection of a claim or the Life Insurer voiding the life insurance policy or parts thereof. It is your responsibility to prove that your dependants are a member of your family through blood or by a recognised legal relationship and are totally financially dependent on you as described above.

## 6. PAYMENT AND NON-PAYMENT OF LIFE INSURANCE PREMIUMS

- 6.1 It is your responsibility to pay your membership fee, which includes the life insurance premiums paid to your insurer, on time or you will not be covered. Please contact us if you want to change the collection (due) date which we have agreed with you.
- 6.2 **Payment of life insurance premiums:**
  - 6.2.1 Please note that your life insurance premium, stated in the *life insurance benefits section of this life insurance policy*, is collected as part of your membership fee due to The Unlimited and paid by us to the Life Insurer.
  - 6.2.2 The monthly life insurance premium is due in advance, and your monthly membership fee must be paid by you to us by the agreed monthly due date (due date). This life insurance policy will not be binding on us or the Life Insurer until the first payment has been received and the insurance accepted by the Life Insurer.
  - 6.2.3 You must pay your monthly fee by debit order, unless otherwise agreed by us in writing. Your debit order will be presented to your bank on the due date.
- 6.3 **Unpaid life insurance premiums:**
  - 6.3.1 **If we do not receive the payment by the agreed due date, you will have NO cover.**
  - 6.3.2 The standard period of grace for the payment of missed life insurance premiums is applied, namely 15 (fifteen) days, calculated from the life insurance premium collection (due) date. During the grace period, all life insurance benefits will remain in force. However, in the event of a valid claim occurring during this period, the outstanding life insurance premium can be deducted from the amount to be paid. If we do not receive payment within the 15 days, you will not have cover.

*Example: Life Insurance Premium due date is the 1st of May. If you miss a payment, you will only have until the 15th of May to make a manual EFT payment to us. If you don't, you will not have cover.*

- 6.4 **Please note that we do not double debit missed payments. If you miss a payment you need to make an electronic funds transfer (EFT payment) within the grace period or you will have NO cover. Call 0861 990 000 for assistance.**
- 6.5 If your monthly payment is not received you agree that we may, at our discretion, try and collect from your account a further 3 times. If we cannot collect the payment after 3 consecutive attempts the life insurance policy will automatically end. This means that your life insurance policy will lapse and will not be re-instated. PLEASE NOTE: You and any person insured will not be entitled to any life insurance benefits during any month where we do not successfully collect a payment from you.
- 6.6 If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we will, subject to the terms of this life insurance policy, resubmit the debit order mandate for collection in the month following the dispute/s.
- 6.7 We reserve the right to request collection of the payment on a different due date to the date you have given us should this enable successful life insurance premium collection. This will only be done once we have your approval to make this change or alternatively once we have notified you 31 days before making the change. This will become the payment due date unless we indicate it is simply for a specific debit.

**IMPORTANT:** Your payment may be collected on a different date due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.

## **7. AMENDMENTS TO COVER OR LIFE INSURANCE PREMIUMS:**

- 7.1 **We reserve the right to amend, add or change the life insurance premium, benefit waiting period or terms and conditions of this life insurance policy, including your cover, by giving 31 days' written notice to you of our intention to do so.**
- 7.2 Any variations and or changes, referred to above, including any life insurance premium rate adjustment will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent.
- 7.3 We will notify you of any increases or changes by SMS or WhatsApp to the number you provided to us.
- 7.4 The month-to-month life insurance policy is automatically renewed on the same terms for a further month every time you make a fee payment, which must be paid on the due date.
- 7.5 We make use of DebiCheck collection services (at no cost to you). This prioritises your debit to ensure that we can collect the monthly life insurance premium. If the debit order is unable to collect on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection and that allows you to keep your membership and life insurance policy active, but it remains your obligation to see that all life insurance premiums are paid.

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

- 8.1 You authorise The Unlimited to apply on your behalf to the Life Insurer for the life insurance benefits.
- 8.2 On acceptance of your application by the Life Insurer, The Unlimited will pay the Life Insurer the first life insurance premium and the life insurance policy will start (the start date). Provided the Life Insurer accepts our application, the start date of your life insurance policy will be the same date we successfully collect your first monthly fee.
- 8.3 Payment by The Unlimited of the first life insurance premium to the Life Insurer is subject to the following:
  - 8.3.1 that The Unlimited has received payment of your first monthly fee;
  - 8.3.2 that The Unlimited has applied to the Life Insurer for the life insurance on your behalf; and

8.3.3 that the Life Insurer has accepted the application from The Unlimited.

- 8.4 You are entitled to your life insurance benefits from the start date, subject to any waiting period that may apply.
- 8.5 If you are unsure when your cover starts, please contact us to confirm the start date of your life insurance policy.

## **9. CANCELLATION OF YOUR LIFE INSURANCE POLICY**

- 9.1 You can cancel your life insurance policy at any time. CALL US ON 0861 990 000 OR EMAIL US ON [CUSTOMERCARE@THEUNLIMITED.CO.ZA](mailto:CUSTOMERCARE@THEUNLIMITED.CO.ZA)
- 9.2 The Life Insurer can cancel or void the life insurance policy (or sections thereof) at any time if you do not fulfil your duties under this life insurance policy or if you misrepresent material facts, are dishonest or fraudulent in your actions, by us notifying you:
- 9.2.1 immediately in writing of cancellation / voidance for fraudulent or dishonest actions or the non-payment of life insurance premium; and
- 9.2.2 of cancellation after 31 days' notice in writing (or such other period as may be mutually agreed and/ or otherwise prescribed by this life insurance policy).

## **10. RE-STATEMENT OF LIFE INSURANCE BENEFITS**

- 10.1 You may, within 30 days of the lapse date, notify us in writing of your desire to reinstate the life insurance policy. We will then decide whether to reinstate the life insurance policy or not, but subject to a no-claims declaration. Cover will then be provided subject to continued payment of the membership fee by the due date, the usual waiting periods and life insurance policy terms and conditions will apply.
- 10.2 You will not be covered for the period between the lapse date and the reinstatement date.

## **11. TRANSFER OR CASH-IN**

Your life insurance policy, or any rights in your life insurance policy, cannot be transferred to another person. You cannot take out a loan against your life insurance policy. Your life insurance policy is month-to-month and does not pay out any profits, nor can it be cashed in for money.

## **12. REPLACEMENT INSURANCE**

- 12.1 We do not provide financial advice to customers. If this life insurance policy, or any part of this life insurance policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, benefits and terms and conditions.
- 12.2 You may enter a waiting period under this life insurance policy, which could no longer apply in your existing insurance policy.
- 12.3 Your existing insurance premiums may be different from the life insurance premium under this life insurance policy and those insurance premiums may increase at a different rate. Your existing insurance policy may also have different waiting periods or exclusions (events that are not covered) from this life insurance policy.

## **13. NON-COOPERATION**

Failure by you to comply with our or the Life Insurer's, reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim validation documents / information may result in rejection of your claim by the Life Insurer.

## **14. CLAIMS PROCESS CONDITIONS**

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

#### 14.1 When can you claim?

14.1.1 As soon as we have received your first payment and the Life Insurer accepts your application for life insurance benefits (the start date), you are entitled to cover and to claim your life insurance benefits if an insured event occurs; however, if there is a waiting period, you or any person insured, will not have cover until the waiting period has ended. You can further only claim for the life insurance benefits covered if we successfully receive your monthly payments and you comply with all the terms and conditions in this life insurance policy.

14.1.2 **The insured event must have happened in South Africa and after the start date.**

#### 14.2 Time period to submit a claim?

14.2.1 Your claim form and supporting claim documents must be submitted to us by you or the nominated beneficiary or alternative claimant (where applicable) within 45 days of the insured event. If we do not receive the information we need, the Life Insurer will close your claim.

#### 14.3 How do you claim your life insurance benefits?

14.3.1 It's simple, CALL US on 0861 990 000 and we will guide you through the process.

14.3.2 Please see your life insurance benefits section and claim forms for the required documents to finalise your claim.

14.3.3 on approval of a valid claim, the cash payment can be used for any purpose you see fit.

#### 14.4 General requirements for any claim:

14.4.1 **We have the right to request additional supporting documents at any time** if we are unable to validate the claim with all the information requested in this life insurance policy and the claim forms.

14.4.2 **IMPORTANT:** Details of the additional information we may require will be provided with your claim form. If we request the additional information from you, it is because it is necessary for us to finalise the claim. We will require your co-operation in providing us with the additional information.

14.4.3 If we approve your claim you, or any other approved claimant, will be required to provide us with a copy of the claimant's bank statement that clearly shows the name of the account holder, the account number as well as the Bank date stamp.

14.4.4 All costs incurred in submitting a claim are for your account.

14.4.5 Your claim documents can be sent by any of the methods below to:

#### THE UNLIMITED – CLAIMS DEPARTMENT

Postal address: Private Bag X7028, Hillcrest, 3650

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

Email address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)

Fax number: 086 206 4069

14.4.6 If you do not comply with our reasonable requests, do not cooperate in the investigation of claims or you do not give us specific claim documents/information, the Life Insurer may reject your claim.

14.4.7 **There are some more important details in the KEY INFORMATION & DISCLOSURE DOCUMENT provided to you.**

14.4.8 Payment made to any approved claimant will discharge our and the Life Insurer's liability and obligations.

14.4.9 If the claimant does not live in South Africa, the Life Insurer may make payment into a foreign bank account, however:

- 14.4.9.1 the claimant will need to meet any requirements of the Life Insurer; and
- 14.4.9.2 the claim will be paid to the value of the Rand amount and subject to any requirements of South African law and the laws of the country where the bank account is held.
- 14.4.10 Neither we, nor the Life Insurer, will be responsible for meeting any legal requirements the claimant must meet to receive payment of a claim in South Africa or another country.
- 14.4.11 In the event that a benefit is paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action, the beneficiary / claimant will be obliged to repay or return the benefit received under this life insurance policy and we will be entitled to take legal action to recover the benefit and/or any costs associated with such legal action.
- 14.5 **Claim rejections:**
  - 14.5.1 If the Life Insurer rejects your claim, we will notify you of the rejection. **You will have 90 days from the date of the notification of the decision to you to challenge the Life Insurer's decision.** You must do this by writing to us or the Life Insurer with reasons and representations. If the Life Insurer's decision remains unchanged, and you want to start a legal process, **you have an additional 180 days to do so from the date the final decision is notified to you. If you don't, your claim will lapse.**
  - 14.5.2 **There are more important details in the KEY INFORMATION & DISCLOSURE DOCUMENT provided to you.**

## 15. GENERAL LIFE INSURANCE POLICY EXCLUSIONS

- 15.1 General exclusions are specific items, losses or events that are not covered by this life insurance policy.
- 15.2 The Life Insurer will NOT cover any claim where at the time of the incident, or immediately prior thereto, you or any life insured:
  - 15.2.1 partook in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 15.2.2 was exposed to nuclear reaction or radiation of any kind;
  - 15.2.3 for any events that occurred before we receive your first payment to enable us to pay the first life insurance premium payable in terms of this life insurance policy;
  - 15.2.4 failed to pay any payment on or before the due date of payment, subject to the provisions of this life insurance policy;
  - 15.2.5 attempted to commit or wilful involvement in any unlawful / illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);
  - 15.2.6 was driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
  - 15.2.7 committed suicide or any intentional self-harm that results in death, unless the waiting period is met.
  - 15.2.8 attempted suicide or Intentional self-harm / injury;
  - 15.2.9 committed fraud or attempted fraud, or not telling us the truth or we have not been given all the correct details, including about your health (now or when you claim)
  - 15.2.10 added additional dependants who are not related to you through blood or a legally recognised relationship and who are not totally financially dependent on you for their livelihood and support including payment of their food, water, medicine, shelter and clothing at the time of the incident that led to a claim under this life insurance policy;
  - 15.2.11 added children who are either over the age of 21 or not totally financially dependent on you for their livelihood and support and payment of their food, medicine, shelter, education, money and clothing at the time of the incident that led to a claim under this life insurance policy;
  - 15.2.12 partook in any of the below high-risk activities / occupations:

- 15.2.12.1 any sport as a professional;
- 15.2.12.2 parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
- 15.2.12.3 racing, speed or endurance tests on or in power driven vehicles or crafts;
- 15.2.12.4 flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
- 15.2.12.5 mountaineering of any nature, wall/rock climbing and bouldering;
- 15.2.12.6 bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
- 15.2.12.7 game hunting;
- 15.2.12.8 quad biking;
- 15.2.12.9 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
- 15.2.12.10 consumed, used and/or abused any intoxicating substance (for example, however not limited to, medication, illegal narcotics / drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.

## 16. SANCTIONS

- 16.1 This policy excludes cover, and the Life Insurer is not liable to pay, for any claim nor provide any benefit under this life insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose either us or the Life Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade, economic, personal or other sanctions, laws or regulations of the European Union, United Kingdom, United States of America and the Republic of South Africa or any other country or political or economic zone.
- 16.2 The Life Insurer has the right, at its own discretion, not to provide cover or to immediately void and/or cancel any insurance benefit/insurance policy, section and/ or item upon the disclosure by you of such activities as mentioned above or should we or the Insurer become aware of any breach of the Sanctions exclusion.

## 17. GENERAL DEFINITIONS (What do these words mean when used in this life insurance policy?)

Subject to all the terms and conditions of this life insurance policy:

- 17.1 **accident** means an external, violent, unexpected and visible event, but which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
- 17.2 **acquired immune deficiency syndrome/AIDS** has the meaning given to it by the World Health Organisation and includes, without limitation, Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (dementia), HIV Wasting Syndrome or any disease or illness in the presence of a seropositive test for HIV or confirmation of treatment - and regardless whether the illness caused further problems such as tuberculosis, gastroenteritis, multiple organ failure, hepatitis, stroke, immunocompromised system or pneumonia.
- 17.3 **additional dependant** means any person, whose name and date of birth you have given to us and who are totally financially dependent on you. This means that from the date you add an additional dependant to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of your dependant and pay for their food, water, medicine, shelter and clothing. They must also be a member of your family through blood or by a recognised legal relationship.
- 17.4 **children/child** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. This means that from the date you add a child to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are

totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing.

- 17.5 **insured event** means a single accident which results in an insured person's admission/s to hospital because of an accidental injury, from any cause not excluded under this life insurance policy.
- 17.6 **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this life insurance policy.
- 17.7 **life insurance premium** means the monthly amount payable to the Life Insurer for the life insurance benefits, which is received by us as part of your membership fee.
- 17.8 **spouse** means a named person who you are married to by civil law, tribal custom or in terms of any religion. A spouse also includes your life partner who normally lives with you in South Africa.
- 17.9 **start date** means the date on which the first membership fee, including the life insurance premium, is successfully received by the Life Insurer and is the date on which all your life insurance benefits are available (subject to waiting periods). If you miss a fee with the life insurance premium payment and we can deduct at a later date and to pay your life insurance premium, your life insurance policy will re-commence and the balance of any waiting period will be taken into account. Unless your life insurance policy has terminated, in which instance a new life insurance policy / life insurance benefit will be issued, and new waiting periods will apply.
- 17.10 **waiting period** means the period specified in this life insurance policy / life insurance benefits section during which we need to successfully collect a specified number of life insurance premiums from you before you are entitled to claim under this life insurance policy.
- 17.11 **we/us** means The Unlimited Group (Pty) Limited, acting on our own behalf or on behalf of the Life Insurer. We provide intermediary and binder services in respect of the life insurance policy.
- 17.12 **you/your** means the main member and includes additional lives insured / dependants, where applicable.

## **18. YOUR LIFE INSURANCE BENEFITS**

- 18.1 We agree to pay your claim/s subject to the terms, conditions, exclusions and cover limits, in consideration of, and conditional upon:
  - 18.1.1 the prior payment of the life insurance premium/s by you or on your behalf and receipt of the life insurance premium by us or on our behalf;
  - 18.1.2 any proposal/application or other information supplied by, or on behalf of you, including any recorded phone calls made to or received by you, will be the basis of this life policy of insurance and must be true and complete or the life insurance benefits may not be paid;
  - 18.1.3 where the insurance is varied or extended, the insurance provided by any additional benefit, special clause, variation and extension, schedule or addendum is subject to the terms, conditions, exclusions and limitations of this life insurance policy from the date of change;
  - 18.1.4 you complying with all the terms, conditions, limitations and exclusions contained in this life insurance policy. If you don't, the Life Insurer can void your life insurance benefits, cancel the life insurance policy or reject any claim/s made; and
  - 18.1.5 we will only provide cover for people whose names and dates of birth you have given us. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.
  - 18.1.6 we will only provide cover for an insured event that occurs within the borders of South Africa

## **19. LIFE INSURANCE BENEFITS AVAILABLE:**

### **A. ACCIDENTAL INJURY CASH BENEFIT**

- 1. **Important information about your accidental injury cash benefit**



- 1.1 This is not a hospital plan. THERE IS NO COVER FOR ILLNESS CLAIMS OR HOSPITALISATION FOR ILLNESS.
- 1.2 This is **not a medical scheme**. The cover is not the same as a medical scheme and is not a substitute for medical scheme membership.

2. **Benefit: accidental injury cash benefit**

We will pay an insured person the daily amount stated in the *benefit limits table* below, following their admission to hospital for a full day (that is 24 hours in a row), as a result of an injury caused by an accident (accidental injury).

Benefit limits	Life insurance premium
<p>Your maximum benefit limit is <b>R30,000.00 (thirty thousand Rand) per insured event</b>, per insured person. An insured person will be covered for <b>R1,500.00 (one thousand, five hundred Rand) per day, for up to 20 days</b>, for each full day spent in hospital as a result of an accidental injury.</p> <p><b>Who is covered?</b></p> <p>1. <b>You</b>, the main member, and your <b>spouse</b></p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• we have your and your spouse’s name and date of birth on record</li> <li>• we have received the additional life insurance premium/s for all insured persons stated in this <i>benefit limits table</i></li> </ul> <p>2. <b>Children (up to a maximum of 5)</b></p> <p>If you choose to cover your children, we require that:</p> <ul style="list-style-type: none"> <li>• we have their names and dates of birth on record.</li> <li>• children must be under the age of 21 years, related to you through blood or a legally recognised relationship and they must be totally financially dependent on you i.e., you are responsible for their livelihood.</li> </ul> <p><b>Maximum payment (accidental injury cash benefit only)</b></p> <p>If you have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,700.00 from all policies combined. We are not liable to pay or contribute more than our pro rata portion of the maximum payable daily limit, subject to the maximum limit provided by this life insurance policy, whichever is the lesser.</p>	<p>Your monthly life insurance premium for you and your spouse is R9.86 per month, which is payable as part of your membership fee to The Unlimited on the collection (due) date</p> <p>The following <u>additional</u> life insurance premium/s will be payable for including you:</p> <ul style="list-style-type: none"> <li>• Children (up to a max of 5) - additional R3.87 per month</li> <li>•</li> </ul>

3. **Waiting periods specific to your accidental injury cash benefit**

There is no waiting period for your accidental injury cash benefit.

4. **Who will we pay?**

We will pay you, by payment into your South African bank account, from which we have collected the life insurance premium payments.

5. **Additional compulsory documents / information required for accidental injury cash benefit claims:**

PLEASE NOTE: The medical information, in the form of hospital admission forms / hospital records detailing treatment that you need to provide us with, must be obtained by you from the clinic/hospital or the doctor/nurse that treated the insured patient.

- 5.1 Completed claim form
- 5.2 Please provide copies of the specific medical information we require to process your claim, as follows:
  - 5.2.1 The date and time of the insured person's admission into and discharge from the hospital / clinic;
  - 5.2.2 Contact details of the hospital
  - 5.2.3 The final diagnosis of the accidental injury/s and the reason for the time spent in hospital;
  - 5.2.4 All medication and treatment administered to the insured person;
  - 5.2.5 The details of any procedures the insured person underwent; and
  - 5.2.6 The long-term prognosis for the insured person's injuries
- 5.3 Where an incident was, or should be, reported to the SAPS, you may have to provide us with a copy of the police or accident report

6. **Specific additional exclusions for your accidental injury cash benefit**

- 6.1 Please refer to the GENERAL LIFE INSURANCE POLICY EXCLUSIONS which will be applicable to this life insurance benefit.
- 6.2 We will also **NOT** pay any ACCIDENTAL INJURY CASH BENEFIT claim:
  - 6.2.1 if any injuries are treated in a casualty unit or if injuries are, or should be, treated as an outpatient or a day case at a hospital;
  - 6.2.2 if additional treatment is required and/or where the treatment of another or underlying medical condition/complication and/or illness prolongs the stay in hospital e.g., underlying condition of diabetes prolongs an accidental injury admission;
  - 6.2.3 if the treatment received was only for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries;
  - 6.2.4 for any elective or planned medical procedures whatsoever;
  - 6.2.5 for treatment of mental or psychological conditions; any pregnancy related treatment or operations.

7. **Specific additional definitions for your accidental injury cash benefit**

- 7.1 **accidental injury cash benefit** means the cover payable by the Life Insurer in the event you or an insured person covered under the life insurance policy being admitted to hospital as a result of an accidental injury.
- 7.2 **accidental injury** means an injury sustained as a result of an accident which causes you or any other insured person to be admitted by a doctor to a hospital for a period of 24 hours in a row or more, and which injury could not have been attended to as an out/day patient or at home.
- 7.3 **additional treatment** means any treatment you or another insured person receives for conditions other than the treatment received or required to be received directly related to the insured event for which you or any other insured person are covered.

## KEY INFORMATION & DISCLOSURE DOCUMENT (“KID DOCUMENT”)

### DISCLOSURE NOTICE IN TERMS OF THE POLICYHOLDER PROTECTION RULES (LONG-TERM INSURANCE ACT) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT (“FAIS”)

There are certain facts which we must disclose in terms of legislation to make sure that you not only know about them, but that you also understand them, so that you, the policyholder, have full knowledge of us, as the financial service provider involved in delivering the service to you, the extent of your cover, the life insurance premiums payable and how you can claim.

#### PLEASE NOTE:

- Although this is not your life insurance policy document, this KID document has important information about your life insurance policy, its benefits and how it works. **(This document does not form part of the life insurance policy or any other document).**
- This document serves as evidence of the fact that you have agreed to the cover provided in the life insurance policy.
- Although your life insurance policy is administered by **The Unlimited**, the Life Insurer providing you with the life insurance benefits is **Santam Structured Life Limited**, a licensed life insurer and an authorised financial services provider.
- You must read this and keep this document safe.
- You can call us at any time on **0861 990 000**. You can also contact us on:



Facebook (look for **The Unlimited**);



Twitter (our handle is **@theunlimited**);



LinkedIn as **theunlimited**; or



on our website **www.theunlimited.co.za**

### IMPORTANT INFORMATION ABOUT YOUR LIFE INSURANCE POLICY AND POLICYHOLDER PROTECTION RULES (LONG-TERM INSURANCE ACT, IN PARTICULAR AS REQUIRED BY RULE 11.5)

- You have been provided with your life insurance policy terms and conditions which explain how your life insurance policy works, as well as general and special limitations and exclusions, details of the Life Insurer, the life insurance premiums payable, and other requirements and rules that form an integral part of the agreement between you and the Life Insurer.
- Please make sure that you read the full terms and conditions, and if you have any questions, please call us on 0861 990 000.
- Below, we provide a summary of key information. For comprehensive information, always refer to your full life insurance policy terms and conditions:

a. <b>Your membership with us</b>	<ul style="list-style-type: none"><li>• You have a membership agreement with The Unlimited Group (Pty) Limited (“The Unlimited”).</li><li>• The membership agreement provides you with access to non-insurance benefits and services which are provided by The Unlimited, for which you pay a monthly fee. Included in this fee is the life insurance premium/s which is disclosed to you.</li><li>• Included as part of the membership agreement are your life insurance benefits (the “life insurance policy”), which are underwritten by Santam Structured Life Limited.</li><li>• The non-insurance membership services and benefits and the life insurance benefits make up the whole product.</li></ul>
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b. <b>The type of insurance policy that you have</b>	<ul style="list-style-type: none"> <li>Your insurance policy is a life insurance policy.</li> <li>This is not a medical scheme, and the cover is not the same as that of a medical scheme, nor is it a substitute for medical scheme membership.</li> <li><b>THIS LIFE INSURANCE POLICY DOES NOT COVER ILLNESS AND IT IS NOT A FUNERAL POLICY.</b></li> </ul>
c. <b>When your life insurance benefits will be available</b>	<p>Your life insurance benefits will be available once we have collected your first membership fee and the Life Insurer has received your first life insurance premium (which forms part of your membership fee to The Unlimited). This is a month-to-month life insurance policy, and your cover will continue month-to-month if we successfully collect your life insurance premium/s from you.</p>
d. <b>Cancellation of your life insurance policy</b>	<p>You may cancel your life insurance policy at any time with no early termination penalties by calling us on 0861 990 000, or alternatively via post or email.  Postal Address: The Unlimited, Private Bag X7028, Hillcrest, 3650  Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a></p> <p>The Life Insurer may also cancel your life insurance policy in writing:</p> <ul style="list-style-type: none"> <li>immediately for fraudulent or dishonest actions</li> <li>for non-payment of life insurance premiums (subject to the 15 days' grace period)</li> <li>after 31 days' notice to you</li> </ul>
e. <b>Cooling-off rights</b>	<p>As this is a month-to-month life insurance policy (duration of less than 31 days), a cooling-off period in terms of the Policyholder Protection Rules is not required. We do, however, offer the following cooling-off rights:</p> <p>If there has been no insured event and no life insurance benefit has yet been claimed or paid, you have the right to cancel the life insurance policy by giving us written or telephonic notice within 31 days of you receiving this KID Document OR from a reasonable date on which it can be deemed that you received this KID Document.</p> <p>The Life Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all life insurance premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed.</p>
f. <b>Life insurance premiums payable</b>	<p>The life insurance premium/s for your life insurance benefits combined is as follows:</p> <ul style="list-style-type: none"> <li>R9.86 per month for you (the main member) and your spouse</li> <li>R3.87 extra per month if you have chosen to cover your children (max. of 5)</li> </ul> <p>Please remember that all child/ren that you choose to cover on your life insurance policy must be a member of your family through blood or by a recognised legal relationship and totally financially dependent on you. This means that from the date you add a child to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of the insured child and pay for their food, medicine, shelter, money, education, and clothing.</p> <p>We will always give you 31 days' notice of any increase to your life insurance premium.</p>
g. <b>How and when your life insurance premiums must be paid</b>	<p>Your life insurance premiums (which forms part of your membership fee to The Unlimited) are paid monthly in advance on the due date you agreed with us (on your call log or application document).</p> <p>The life insurance premiums will be paid by debit order, using the bank account details you provided us. To ensure you are always covered under the life insurance policy and to avoid cancellation and unpaid debit order costs, please make sure you have sufficient funds in your account.</p> <p><b>REMEMBER:</b> If the due date falls on a public holiday or a weekend, the life insurance premium will be collected on the first business day before or after the due date.</p>

h.	<b>December collections of life insurance premiums</b>	<p>In December, we may collect your life insurance premiums on an earlier date than your standard due date and we will give you 31 days' notice of our intention to do so.</p> <p>We will usually attempt to collect your life insurance premium during the first or second week of December, e.g., by the 7th of December.</p>
i.	<b>DebiCheck collections</b>	<p>For your protection, The Unlimited now makes use of DebiCheck to collect your monthly fee. DebiCheck is an authorisation process implemented by all South African banks to reduce fraudulent debit order activity. It enables you to approve new debit orders through accepting a mandate sent by your bank.</p> <p>IMPORTANT: We reserve the right to debit your life insurance premium on a different date from the day agreed, should this enable easier collection of your life insurance premium.</p>
j.	<b>What happens if you do not pay your life insurance premiums</b>	<p>If you do not pay your life insurance premium as agreed, you will not be covered. You will be entitled to a grace period of 15 days after the due date to pay your life insurance premium.</p>
k.	<b>Remuneration</b>	<p>From the total life insurance premium you pay, the Life Insurer pays The Unlimited:</p> <ul style="list-style-type: none"> <li>• up to the statutory regulated commission of 3.25%, in terms of the Long-Term Insurance Act; and</li> <li>• up to 41.75% (binder fee) for certain administrative (binder) functions performed on behalf of the Life Insurer.</li> </ul>
l.	<b>Nature &amp; extent of your life insurance benefits</b>	<ul style="list-style-type: none"> <li>• <b>Accidental injury cash benefit:</b> your maximum benefit limit is R30,000.00 (thirty thousand Rand) per insured event, per insured person. An insured person will be covered for R1,500.00 (one thousand, five hundred Rand) per day, for up to 20 days, for each full day spent in hospital as a result of an accidental injury. <i>Remember, this is not a medical aid and does not cover hospitalisation for illness.</i></li> </ul>
m.	<b>Waiting periods</b>	<p>Waiting periods (where applicable) apply to you and your dependants and start from the first life insurance premium payment received. If you choose to add new dependants after the start date of your life insurance policy, the waiting periods will start from the date they are added.</p> <p><b>Accidental injury cash benefit:</b> there is no waiting period for this benefit.</p>
n.	<b>Exclusions on the life insurance policy</b>	<p>The exclusions are specific items, losses or events that are not covered by this life insurance policy. Below is a list of some of the exclusions and examples of such exclusions on your life insurance policy. <b>You will find a full list of exclusions and examples in your policy terms and conditions.</b></p> <p>The Life Insurer will NOT cover any claim where at the time of the incident or immediately before it, the main member, or any insured person:</p> <ul style="list-style-type: none"> <li>• Failed to pay the life insurance premium on the due date or was still within the life insurance benefit specific waiting period / before the start date of the life insurance policy;</li> <li>• Committed any unlawful/illegal act or wilfully exposed yourself to a potential risk of injury or death; committed (or attempted to commit) fraud/misrepresentation e.g., giving us false details pertaining to the health of an insured person or was driving without a valid driver's licence and/or permit</li> <li>• Added children or additional dependants who do not meet the specific criteria for cover under your life insurance</li> <li>• Partook in any high-risk activities or occupations or Self-inflicted harm.</li> <li>• Consumed, used and/or abused any intoxicating substance (for example however not limited to, medication, illegal narcotics/drugs as well as alcohol and/or alcohol poisoning), including driving under the influence of such intoxicating substances whether tested for substance use or not.</li> </ul>

o.	<b>How to claim</b>	<p>Claiming is easy! Simply call us on 0861 990 000 within 45 days of your claim arising (the insured event happening) and we will provide you with the necessary claim forms and a list of information and documents that we require.</p> <p>Claim documentation can be sent to us via any of the following channels:</p> <p><b>THE UNLIMITED – CLAIMS DEPARTMENT</b>          Postal Address: Private Bag X7028, Hillcrest, 3650          Physical Address: No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610          Email Address: <a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a>          Fax Number: 086 206 4069</p> <p><b>IMPORTANT:</b> Please ensure that all documents and information requested is comprehensive and complete so that we can finalise your claim. <b>If you do not provide us with all the required information, the Life Insurer may reject the claim.</b></p>
p.	<b>Your obligation to keep the information you have with us updated</b>	<p>It is important to keep all the information you have recorded with us (including the details of your dependants and beneficiary) updated.</p> <p>Please contact us to update your details with us, to get further information about your life insurance cover and to check that your chosen dependants qualify for the cover under this life insurance policy. If you add people that do not qualify, it could lead to a claim being rejected or cover voided.</p>
q.	<b>How we will communicate with you</b>	<p>Our main method of communication with you will be by SMS or WhatsApp to the cell number you have given us. This is also the agreed method of giving you any notice required by this life insurance policy or by law.</p> <p>Let us know if you would prefer us to send you an email, letter or to give you a call.</p>

#### OTHER IMPORTANT MATTERS

- You must be informed of any material changes to the information in this notice. If the information was given orally, it must be confirmed in writing within 31 days.
- If any complaint to The Unlimited or the Life Insurer is not resolved to your satisfaction, you may submit the complaint to the Long-Term Insurance Ombudsman or the FAIS Ombud.
- If your life insurance premium is paid by means of debit order, it may only be in favour of one legal entity or person and may not be transferred without your approval.
- Unless you commit fraud, the Life Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Life Insurer must give reasons for rejection of your claim.
- The Life Insurer may not cancel your life insurance merely by informing The Unlimited. There is an obligation to make sure that the notice has been sent to you.
- You are entitled to a copy of the life insurance policy documents and copy of the voice log of the sale free of charge.
- Polygraphs or similar tests are not obligatory, and claims may not be rejected solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let us know on 0861 990 000.
- Your life insurance policy documents contain the name, class and type of life insurance policy, special terms and conditions, exclusions, waiting periods, as well as details of procedures to follow in the event of a claim. Should anything not be clear, please contact The Unlimited on the numbers provided above.

#### WARNING

- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
- Keep all documents you receive.

- Make a note of what was said to you.
- Don't be pressurised to buy the product.
- Incorrect or non-disclosure by you of material facts may have a negative impact on the assessment of a claim under your life insurance policy.

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

Company Name:	The Unlimited Group (Pty) Ltd (The Unlimited)
Physical Address:	No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610
Postal Address:	Private Bag X7028, Hillcrest, 3650
Telephone Number:	0861 990 000
Fax Number:	0865 009 307
Email Address:	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>
Website:	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>
Company Registration Number:	2002/002773/07
FSP License Number:	21473
VAT Number:	4360161139
Details of FAIS Compliance:	Moonstone Compliance
Compliance Officer:	Ms CL Payne
Postal Address:	PO Box 12662, Die Boord, Stellenbosch, 7613
Telephone Number:	021 883 8000
Fax Number:	021 883 8005
Email Address:	<a href="mailto:cpayne@moonstonecompliance.co.za">cpayne@moonstonecompliance.co.za</a>

a.	<b>Conflict of interest</b>	In accordance with our conflict management policy, we place a high priority on our customers' interests. We will try to identify, manage and as far as reasonably possible avoid any such instances. Our "Conflict of Interest" policy is available on our website at <a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a> .
b.	<b>Insurance cover</b>	The Unlimited holds professional indemnity and fidelity insurance.
c.	<b>Intermediary Services</b>	The Unlimited does not provide advice as defined in the FAIS Act. To ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, you must request all the necessary documentation and information you feel necessary for you to make an informed choice before you make a final decision.
d.	<b>Written mandate to act on behalf of the Life Insurer</b>	Yes, The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the Life Insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the Life Insurer.
e.	<b>Whether more than 10% of the Life Insurer's shares are held or whether more than 30% of total remuneration was received from the Life Insurer</b>	The Unlimited does not hold more than 10% of the Life Insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the Life Insurer.
f.	<b>Waiver of rights</b>	The law does not allow a financial services provider to request or induce in any manner a customer to waive any right or benefit conferred on them in terms of legislation or allow a financial services provider to act on any such waiver. Any such waiver is null and void.
g.	<b>Financial Intelligence Centre Act (FICA)</b>	Please note that in terms of the Financial Intelligence Centre Act, Santam Structured Life Limited as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.

h.	<b>Legal status</b>	<p>The Unlimited is an authorised financial services provider (FSP21473).</p> <p>License limitations:</p> <ul style="list-style-type: none"> <li>• We must inform the Registrar of any business information change within 15 days.</li> <li>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</li> <li>• We accept responsibility for services provided by our representatives, whilst acting in the scope of their employment/contracts and confirm that some services are rendered under supervision – please refer to the FSCA’s webpage to view a full list of our representatives. Steps to follow:             <ol style="list-style-type: none"> <li>1. Go to <a href="http://www.fsca.co.za">www.fsca.co.za</a></li> <li>2. Click on “Regulated Entities”</li> <li>3. Under the heading “Regulated Entities and Persons” click on “FAIS”</li> <li>4. Click on “Financial Service Providers”</li> <li>5. Insert our FSP Number 21473 in the field “Search for FSP No”</li> <li>6. Click on “Details” and select the information that you wish to view.</li> </ol> </li> <li>• We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act.</li> <li>• Our insurance products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of Category 1, Long Term Insurance Subcategories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines (A1), Short-Term Personal Lines A1 and Short-Term Insurance Commercial Lines.</li> </ul>
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### DETAILS OF THE LIFE INSURER

That underwrites the life insurance benefits, and which is a registered life insurer and an authorised financial services provider.

Company Name: **Santam Structured Life Limited**  
 Physical Address: 7th Floor, Alice Lane Building 3, c/o Alice Lane & 5th Street, Sandton, 2196  
 Postal Address: PO Box 652659, Benmore, 2010  
 Telephone Number: 0860 762 745 or 011 685 7600  
 Fax Number: 011 784 9858  
 Website: [www.santam.co.za](http://www.santam.co.za)  
 Company Registration Number: 2002/013263/06  
 FSP License Number: 1026  
 VAT Number: 4100149816

Details of internal Compliance Department:  
 Telephone number: 0860 762 745/011 685 7600  
 Email address: [SSL.compliance@santam.co.za](mailto:SSL.compliance@santam.co.za)

Details of FAIS Compliance: Compli-Serve SA (Pty) Ltd  
 Compliance Officer: Ms Theresa van Diggelen  
 Telephone Number: 087 897 6970  
 Email: [theresa@compliserve.co.za](mailto:theresa@compliserve.co.za)

### HOW TO SUBMIT A COMPLAINT

#### Step 1: Initial Complaints Process

If you have a complaint about this life insurance policy or our service in general, you can write to us at [info@theunlimited.co.za](mailto:info@theunlimited.co.za) or call our Customer Care line on 0861 990 000/ 031 716 9600 or fax us on 0865 009 307. Please view our full Complaint Process on [www.theunlimited.co.za](http://www.theunlimited.co.za)



## **Step 2: Dispute Resolution Process**

Should the outcome of your complaint not be in your favour, then you have the right to request The Unlimited to have the matter reviewed:

- a. We will notify you of the name and contact details of The Unlimited representative that will be tasked to facilitate the dispute resolution process; and
- b. When a decision has been reached you will be provided with the outcome of such decision together with reasons.

## **Step 3: Representation to the Life Insurer**

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

The Market Conduct Officer:

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

## **Step 4: External Dispute Resolution**

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

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

### **Ombudsman for Long-Term Insurance**

Postal Address: Private Bag X45, Claremont, Cape Town, 7735  
Physical Address: Claremont Central Building, 6<sup>th</sup> Floor, 6 Vineyard Road, Claremont, 7700  
Fax number: 021 674 0951  
Telephone number: 021 657 5000  
Share call number: 0860 103 236  
Email: info@ombud.co.za  
Website: www.ombud.co.za

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

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

Postal Address: P. O. Box 74571, Lynnwood Ridge, 0040  
Physical Address: 125 Dallas Avenue, Menlyn Central, Waterkloof Glen, Pretoria 0010, Pretoria, 0010  
Telephone number: 012 762 5000  
Share call number: 0860 66 32 74

Email: info@faisombud.co.za  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

## **The Financial Sector Conduct Authority (FSCA)**

Postal Address: P.O. Box 35655, Menlo Park, 0102  
Physical Address: Riverwalk Office Park, Block B; 41 Matroosberg Road (Corner of Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria, 0081  
Telephone: 012 428 8000 or 0800 20 37 22  
Fax: 012 422 2823  
Email: info@fsc.co.za  
Website: www.fsc.co.za

### **PROTECTION AND SHARING OF PERSONAL INFORMATION**

- In terms of South African law, your Life Insurer may reveal or share information to prevent fraud and to issue your insurance policy fairly.
- It is recorded that information relating to the parties to this Long-Term Insurance Policy Agreement (agreement) or to persons whose interests are protected by this agreement may be processed for the conclusion or performance of this agreement, or to protect those interests, or to comply with legal obligations.

**The policyholder (“you”) hereby warrants and understands that the Life Insurer and The Unlimited (“we”), including our authorised representatives may:**

#### **1. Collect Information:**

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

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

- a. To enable us to underwrite policies and assess risks fairly.
- b. To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions, and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- c. To detect, prevent and report theft, fraud, money laundering and other crimes.

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

**3. We may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:**

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

**Your rights:**

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

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

- e. To exercise any of your data protection rights in connection to The Unlimited, please email [dataprivacy2@theunlimited.co.za](mailto:dataprivacy2@theunlimited.co.za)"
- f. For further information concerning our data handling practices, please refer to our Privacy Policy available on our website, [www.theunlimited.co.za](http://www.theunlimited.co.za)