

ALL YOUR PRODUCT BENEFITS UNPACKED.



Unlimit Your Life.

THE UNLIMITED

FSP 21473

*UNDERWRITTEN BY



CENTRIQ
INSURANCE

*Your insurance benefit is underwritten by Centriq Insurance Company Limited, a licensed non-life insurer and an authorised financial services provider (FSP Number 3417).

CONTENTS PAGE

SECTION 1: MEMBERSHIP AGREEMENT

Pages

1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT? 3
2. WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM? 3
3. LEGAL SERVICES BENEFITS 4
4. HOW DO YOU ACCESS YOUR BENEFITS? 4
5. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST? 4
6. WE WOULD LOVE TO HEAR FROM YOU 5

SECTION 2: INSURANCE POLICY: LITIGATION BENEFIT

1. WHEN CAN YOU CLAIM? 6
2. HOW DOES YOUR LITIGATION BENEFIT WORK? 7
3. HOW DO YOU CLAIM YOUR INSURANCE BENEFITS? 9
4. WHO WILL THE INSURER PAY? 9
5. WHEN WILL YOUR CLAIM NOT BE PAID? 9
6. FOR COMPLAINTS AND COMPLIANCE 11
7. GENERAL TERMS AND CONDITIONS 11
8. WHAT DO THESE WORDS MEAN? 12

SECTION 3: DISCLOSURE AND OTHER LEGAL REQUIREMENTS

1. ABOUT YOUR FINANCIAL SERVICES PROVIDER AND BINDER HOLDER (The Unlimited) 14
2. ABOUT THE PRODUCT SUPPLIER (INSURER) 16
3. ABOUT THE PRODUCT 16
4. PARTICULARS OF FAIS OMBUD 17
5. PARTICULARS OF SHORT-TERM INSURANCE OMBUD 17
6. PARTICULARS OF FINANCIAL SECTOR CONDUCT AUTHORITY 17
7. PROCEDURES FOR REGISTERING CLAIMS OR COMPLAINTS 17
8. NAME, CLASS OR TYPE OF POLICY 17
9. EXTENT AND NATURE OF PREMIUM OBLIGATIONS 17
10. CONSEQUENCES OF NON-PAYMENT OF PREMIUMS 18
11. COOLING-OFF RIGHT 18
12. OTHER MATTERS OF IMPORTANCE 18
13. WARNING 18
14. SHARING OF INSURANCE INFORMATION 18
15. USE OF YOUR PERSONAL INFORMATION 19
16. WAIVER OF RIGHTS 19
17. CONFLICT OF INTEREST 19

THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

LEGAL EDGE

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 and children who are under the age of 21 and are financially dependent on you.
AND
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.
AND
- 1.3. The service provider for the legal and related services, being Legal & Tax Services (Pty) Limited, the entity that is responsible for the provision of the services (non-insurance benefits) in terms of this Agreement.
- 1.4. You:
 - i. Agree and want to be a party to this membership agreement;
 - ii. Allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that We can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
 - iii. Agree that We can market other products and services to you even after this agreement ends, share market innovations with you and you consent that We can submit your information to, and receive information about you from, credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy. Payment of the Fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take additional products from us.
- 1.6. The Unlimited makes use of DebiCheck collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. DebiCheck is a debit collection and tracking system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
- 1.7. If We can't deduct the Fee from your bank account (for example, if you don't have funds) you will not have access to your benefits. To allow us to restore your benefits, you agree that if We cannot collect the Fee, including premium, from your bank account in any given month, We can try and collect from your account a further 3 times. If We successfully debit your bank account again the date of that collection will be the new start date. Any bank charges incurred as a result of failed collections will be for your own account.
- 1.8. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.

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

- 2.1. For your monthly membership fee, you get the following benefits:
 - i. Legal advice and assistance;
 - ii. After Hours Emergency Bail assistance; and
 - iii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
 - iv. The service provider for the legal and related services, being Legal

& Tax Services (Pty) Limited, the entity that is responsible for the provision of the services (non-insurance benefits) in terms of this Agreement.

- 3.2. Unless We tell you otherwise, as soon as We have received payment of the first monthly fee you can start using your benefits, but the insurance Cover may be subject to waiting periods (see clause related to Litigation Benefit Part 1) in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 3.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

3. LEGAL SERVICES BENEFITS

- 3.1. For any questions on your service benefits, please call us on **0861 990 000** for assistance.
- 3.2. Your benefits (after We pay the premium for insurance Cover):

3.2.1. Legal Advice and Assistance Benefit

- a. We will provide you with unlimited telephonic legal advice on our legal assistance line.
- b. The legal advisor will try to resolve the matter on your behalf by communicating with third parties.

3.2.2. After Hours Emergency Bail Benefit

- a. If you require Bail assistance outside of normal business hours, you can contact us.
- b. On calling us, you will be transferred directly to a legal advisor.
- c. The legal advisor will arrange for legal representation in your area, provided a lawyer is available. The availability of a lawyer in your area is not guaranteed.
- d. You will be required to pay the lawyer's legal fees directly to the lawyer prior to the bail application. If you subsequently claim on the Litigation Benefit in your Policy and it is approved, you will be entitled to reimbursement provided all the terms and conditions have been met.

4. HOW DO YOU ACCESS YOUR BENEFITS?

- 4.1. Please call us on 0861 990 000 and our agents will be able to help you.
- 4.2. **Legal Assistance benefit;**
 - 4.2.1. You must have all your documents and information available and organised in a logical manner when you call.
 - 4.2.2. Unless your matter is extremely urgent, your call will be logged and placed in a queue for the next available legal advisor.
 - 4.2.3. The legal advisor will contact you within approximately 3 (three) business hours.

5. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 5.1. This membership agreement is month-to-month. It will renew on the same terms each time We successfully collect the monthly fee.
- 5.2. You can cancel at any time – give us a call so We can assist you and help you make the right decision. There is a cooling-off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF** you have not used any of the benefits.
- 5.3. We can change this agreement, including any of the benefits, but We will give you 31 days' notice (warning) before We make the changes. If you are unhappy with the change, you may cancel within 31 days of receiving notification, failing which the change will come into effect. We will send you an SMS, WhatsApp, email or letter. If you have a preference about how We communicate with you, let us know. You agree that We can also communicate with you using WhatsApp, including for the purposes of providing you with your membership and policy documents.
- 5.4. One of the changes We might make is when or the amount you pay






in respect of the Fee (refer to Point 1.5). This will happen if you accept more membership or insurance benefits from us or when We change the fee as part of a price increase. You will be advised of any changes to the Fee.

- 5.5. 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:
- i. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of your fees; and
 - ii. Us giving You 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this membership).
- 5.6. In the event of fraud, mis-description, misrepresentation or non-disclosure of material facts at any time, We reserve the right to void or cancel any membership or reject any claim with immediate effect or declare the membership null and void from inception.

6. WE WOULD LOVE TO HEAR FROM YOU

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

You can get in touch with us in all the following ways:

-  on our Facebook, find us as The Unlimited;
-  on our Twitter handle, find us on @theunlimitedza;
-  on LinkedIn, look for us as theunlimited;
-  ALSO, Check out our website: www.theunlimited.co.za; OR
-  Call us on **0861 990 000**.

INSURANCE POLICY: LITIGATION BENEFIT

DETAILS OF THE INSURER:

Centriq Insurance Company Limited, registration number 1998/007558/06 is a licensed non-life Insurer and authorised financial services provider, FSP No. 3417 and the entity that underwrites the policy and will pay the Policy benefits subject to the terms and conditions of the Policy being met.

TABLE OF POLICY BENEFITS ("Cover")

The premium for the Cover for main member, spouse and up to 5 of your children is R6.90 (VAT is included at a rate of 15%).

Subject to the acceptance by you of the terms set out in this Policy, the Insurer will provide the following Cover:

LITIGATION BENEFIT		
Who is covered?	What is covered?	Benefit limits
An insured person (whose names and dates of birth you have given us) and for whom the applicable premium has been paid. You can also choose to cover*: <ul style="list-style-type: none">Your Children, under the age of 21.	An insured person's Legal Fees for an Insured Event, any cause not excluded under the policy, falling within the jurisdiction of the South African courts. Please see below what is included and what is not covered in the Policy.	Up to a maximum limit of R40,000.00 per Insured Event. One Insured Event can give rise to only one single proceeding in a court of law (as an example, an assault: the Insured Event, could give rise to a criminal case and a civil case for damages. Subject to the policy terms and conditions, you will only be covered for one of these proceedings).

IMPORTANT NOTICE

This non-life Short-term Insurance Policy is underwritten by Centriq Insurance Company Limited (Reg. No. 1998/007558/06) a licensed non-life Insurer and authorised financial services provider, FSP No. 3417. Centriq agrees to provide the cover under this Policy during any period of insurance for which You have paid a Premium (i.e. the Fee) and subject to the terms and conditions of this Policy being met. We will accept any proposal or declaration that You have made to Us as true, and Centriq shall use that information as the basis for the cover provided under this Policy. If Centriq makes any changes to Your Policy those changes will then form part of the Policy.

"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"

Neither the Insurer, LTS nor The Unlimited, their employees, agents, or representatives shall be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned (or the Lawyer), notwithstanding any mistake, error of judgment or negligence.

1. WHEN CAN YOU CLAIM?

- 1.1. Unless there is a waiting period (see 1.2), as soon as We have received your first premium, you can start using your insurance benefits (the "Start Date").

- 1.2. Claims for litigation benefit have the following waiting periods for the event giving rise to a claim:
 - i. 2 (two) months from the Start Date – **2 consecutive premium payments; and**
 - ii. 12 (twelve) months from the Start Date in the event that the claim relates to an uncontested divorce – **12 consecutive premium payments.**
- 1.3. Cover is not operative during the waiting period/s.
- 1.4. If this policy lapses, the policy and waiting periods will start again on your next successful payment.
- 1.5. The insured event must have happened in South Africa and after the Start Date.
- 1.6. One Insured Event can give rise to only a single proceeding in one court of law, thus a single claim for Cover.
- 1.7. **Should the facts which are required to prove your case take place over a period of time, it is a requirement that your premiums must be fully paid for the entire period of that time, failing which cover will be rejected.**

2. HOW DOES YOUR LITIGATION BENEFIT WORK?

- 2.1. When an Insured Event happens and you want to use your Litigation Benefit, you will need to make a claim (see below). The following procedures will happen.
- 2.2. LTS procedures:
 - 2.2.1. You are required to notify LTS within 90 days of the date of the Insured Event first coming to your knowledge, failing which, Cover may be declined (this means your claim will be rejected).
 - 2.2.2. LTS will only assess your claim once the claim form and all relevant statements, documentation, evidence and information required by LTS to assess the claim has been provided by you at your cost.
 - 2.2.3. LTS may attempt to settle or resolve a claim on your behalf, instruct that a certain course of action be taken or indicate whether your interest can be achieved by means other court processes prior to the referral to a Lawyer.
 - 2.2.4. LTS may, in its sole discretion, elect to settle the claim by paying you (or the third party pursuing a matter against you) a sum of money in full and final settlement of such claim, rather than paying the costs of a Lawyer to defend or pursue a claim.
 - 2.2.5. **No claim will be accepted or continued with if, at any time, there appears to be no reasonable prospect of success in the proceedings or if the defendant is not employed and does not have sufficient funds to pay the judgment. Further, the defendant must have a confirmed physical or primary residence.**
- 2.3. Lawyer procedures:
 - 2.3.1. If a claim is approved in writing and LTS agrees that a Lawyer should be involved; LTS will assist you with the appointment of a Lawyer or you may request to appoint a Lawyer of your choice but only if you have the prior approval of LTS.
 - 2.3.2. We are entitled to investigate the claim, and you grant us full authority and power of attorney to freely contact any person, take statements, and conduct whatever investigations We consider necessary.
 - 2.3.3. The Lawyer acts on your behalf, and not on behalf of Us, LTS and/or the Insurer however to provide this Cover, Us, LTS and/or the Insurer is entitled to all information relating to the case and exchanged between you and the Lawyer and **you hereby grant Power of Attorney to LTS in this respect.**
 - 2.3.4. If, in the opinion of the lawyer, the claim is at any time capable of being settled, you are required to work together and assist the Lawyer, where possible, to settle the matter.

- 2.3.5. If a settlement offer is obtained, LTS must be notified immediately.
- 2.3.6. **If you reject the settlement offer that the panel attorney and/or LTS believes is fair and reasonable then We will no longer pay any further fees incurred thereafter and cover may be withdrawn.**
- 2.3.7. If you accept the offer without making provision for the recovery of Legal Fees and without our prior written approval, then any amount that is recovered on your behalf will be apportioned first to recover Legal Fees, and thereafter to amounts due to you. We do not pay the costs of the other side in settled matters.
- 2.3.8. If you change the Lawyer without LTS's prior written approval, you will be liable for all legal fees incurred thereafter.
- 2.3.9. If you request to change lawyers and LTS approves it, any fees that are wasted or duplicated by changing lawyers will be for your account.
- 2.4. The Lawyer can also agree Legal fees with you however, this will still be subject to the Limit of Indemnity.

Table of Legal Fees	
A. Taxation	The Lawyer's bill of costs shall be taxed by the relevant taxing authority, or an independent taxing consultant appointed by LTS.
B. Disbursements	All reasonable disbursements necessarily incurred (duly supported by vouchers or as agreed) will be paid, provided such disbursements are taxable.
C. Advocates fees	Advocates fees for Magistrates Courts, CCMA, Bargaining Council or Labour Court are not covered. Fees for advocates in the High Court are limited to no more than 3 days in Court and will not be paid unless the prior written consent of LTS is first obtained and such fees are taxable and do not exceed what would be allowed on taxation.
D. Criminal matters	The Policy will pay such amounts as are claimable in terms of the Legal Aid Board tariff, plus 50% thereof.
E. Civil matters	The Policy will pay such amounts as are taxable on the appropriate scale as between party and party.
F. Labour matters and arbitrations	The Policy will pay such amounts as are taxable on the appropriate scale as between party and party, as if the matter was in the Magistrates' Court, on Scale B of the tariff for defended actions. For arbitrations, the Policy will not pay the costs of establishing the arbitration (for example, the arbitrator's fees or the hiring of the arbitration premises).
G. Opponents' fees	The Policy will pay such fees and disbursements, which are taxed to an appropriate order of court.
H. Expert's fees	The Policy will pay experts' fees, which are necessary, provided that such fees are approved in writing in advance, are taxable, and do not exceed what would be allowed on taxation.
I. Settled matters	Subject to prior written approval by LTS, the Policy will pay an agreed fee.
J. Execution	If judgement is obtained, the Policy will pay the taxable costs for the service of a single writ of execution, or emoluments or Only one execution attempt is covered, whether service is successful or not. The costs of a security firm to accompany the Sheriff are not covered.

3. HOW DO YOU CLAIM YOUR INSURANCE BENEFITS?

- 3.1. It's simple, **CALL US on 0861 990 000**. Our agents will guide you through the process if you want to claim or you just have a query.
- 3.2. Legal matters often involve a back-and-forth exchange of information and documents. If your legal advisor requires you to supply him with information or documentation, please try to supply this as soon as possible and within any required time frames. **Failure to do so will delay the progress of your matter and can result in your claim being rejected.**
- 3.3. If We decline your claim, We will give you 90 days from the date of our decision to challenge our/the Insurer's decision on a claim by writing to us with reasons. If We still decline your claim, and you want to start a legal process, you have an additional 180 days to do so or your claim will lapse.
- 3.4. Failure to submit a fully completed Claim Form and all requested documentation may result in your claim being regarded as rejected.
- 3.5. All costs incurred in submitting a claim are for your account.
- 3.6. You must, within 30 days of receipt, forward to LTS all bills of costs or other accounts that you may receive as a direct result of the Proceedings, failing which We will not be required to pay same. We are only obligated to make payment at the conclusion of the claim. If legal costs are awarded in your favour or are otherwise recovered, you agree that these will be paid to us in recovery of legal fees paid by us. Any amount that is recovered on your behalf will first be used to pay us, and thereafter to pay amounts due to you.
- 3.7. **There are some more important details on how to claim in the FAIS DISCLOSURE NOTICE attached to this Policy.**

4. WHO WILL THE INSURER PAY?

- 4.1. The Insurer will pay the legal service providers for the legal fees up to the Limit of Indemnity for Insured Events subject to the terms and conditions of the policy being met.
- 4.2. The Insurer will not pay for any legal costs incurred prior to written confirmation by LTS that a claim is approved. These costs are not covered and must be paid by you.
- 4.3. In the event of you having a claim under this Policy and other persons having the same or a similar interest in the Insured Event, We shall only be obliged to pay a percentage of the claim, calculated by dividing the number 1 (one) by the number of persons having the same or similar interest in the Insured Event.
- 4.4. If you have another legal expense policy, We will only pay our pro rata portion of the claim.
- 4.5. If one Insured Event gives rise to multiple causes of action or defences (for example, the policyholder, spouse and children ("the claimants") all have an action for damages flowing out of a single motor accident), then the Limit of Indemnity will apply to the combined Legal Fees of all the claimants.
- 4.6. Please note that if you are a VAT registered vendor, the insurance claim settlement could potentially create a liability to pay output VAT to SARS i.t.o. S8 (8) of the VAT Act.

5. WHEN WILL YOUR CLAIM NOT BE PAID? (These are Exclusions)

- 5.1. If We have reason to suspect that you (or any third party) are committing fraud, have not told us the truth about important and relevant information or you have not given us all your correct details (now or when you claim).
- 5.2. Any misrepresentation or non-disclosure of material facts by you or any third party (with your reasonable knowledge) shall constitute fraud and may lead to your claim being rejected. Any legal costs incurred prior to written confirmation by LTS that a claim is approved and/or where the

Insured Event started happening or happened before the Start Date.

- 5.3. **Any claim made by you against the Insurer, The Unlimited, LTS, the Lawyer, or any employee or agent of the foregoing.**
- 5.4. This Policy provides for a Litigation Benefit, that is Cover for where you in your private capacity have a legal dispute so not all legal matters are covered. **The following legal matters are not covered:**
 - 5.4.1. Prior events.
 - 5.4.2. **Commercial Matters:** this includes the pursuit of business monetary gain, other than your income as an employee, or your conduct of any profession, business, trade or acting as a landlord, or anything relating to patent, trademark or copyright. Any criminal action arising out of the foregoing is also excluded.
 - 5.4.3. **Family Law and related matters:** this includes marriage, past or present intimate relationships, **divorce**, care (custody), access, guardianship, **maintenance**, paternity, promise to marry, domestic violence, **domestic violence interdicts**, adoption, proprietary or monetary disputes with any of the following people (as the case may be): ex-spouse, child (biological, step or adopted), parent, in-laws (parents or siblings), or a present or past partner. **Please note that uncontested divorces have a waiting period of 12 months.**
 - 5.4.4. **Criminal Matters:** Any criminal conduct on your part:
 - i. Unless you have a valid and justifiable defence for such conduct. The onus is on you to provide clear and convincing proof of such defence.
 - ii. A criminal matter of a similar type for which you have previously been convicted, or where an admission of guilt fine is payable.
 - 5.4.5. **Appeals, Reviews and Rescissions of Judgement.**
 - 5.4.6. **Immovable Property Law:** this includes claims where you are not the registered owner and do not permanently reside in the premises (your house). Changing the status, zoning, right of use of your house, amendments to Title Deeds and similar matters are also excluded. If you buy a property (with intention to use it as your house) which is occupied by someone else, We will not pay for their eviction.
 - 5.4.7. **Pain and Suffering matters:** this includes claims relating to emotional hurt or infringement of personality rights (e.g. defamation, the right to dignity, privacy, a good name, not to be insulted). Claims related to harassment may only be entertained if such conduct is life threatening and a certified police report with a case number has been provided or a recognised medical expert report can be provided in support of severe emotional damage.
 - 5.4.8. **Legal Administrative work:** this includes Legal Fees incurred in conveyancing matters, the drafting of wills or the winding up of deceased estates, marriage contracts, matters which are administrative in nature, matters requiring the drafting or drawing up of documents, as well as tax, fiscal and similar matters. Disputes arising therefrom are not excluded if otherwise covered under the Policy.
 - 5.4.9. **Frivolous Matters:** matters that are trivial or that are within the jurisdiction of the Small Claims Court.
 - 5.4.10. **Matters involving Debt:** debt management or failure by you to discharge a debt lawfully due by you, including any claim related to such debt.
 - 5.4.11. **Application Proceedings:** this includes any application for the change of status of a person (e.g. sequestration, rehabilitation, placing a person under curatorship, declaring a person insane etc.)
 - 5.4.12. **Non-personal matters:** your rights or obligations in a capacity other than as a private person.
 - 5.4.13. **Illegal Conduct:** this includes mass action or protest, an

unlawful strike or lockout, labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, unlawful occupation of land or property, intimidation or threat of violence or force, or any conduct that is calculated or directed to bring about the foregoing.

- 5.4.14. **Involvement in war or conflict:** hostilities, warlike operations (of any nature and whether war be declared or not), rebellion or civil war; conduct undertaken to further ideological objectives (e.g. political, economic, social or environmental objectives).
- 5.4.15. **Harmful Substances:** this includes Ionizing radiation or contamination from any nuclear material or the combustion of nuclear fuel.
- 5.4.16. **Public Matters:** this includes claims relating to government, a municipal body, or similar body or structure which relate to the provision of services, rates, taxes, water, electricity, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (roads) or which relate to delays in performance or slackness.
- 5.4.17. **Constitutional Court and Tribunal matters.**

6. FOR COMPLAINTS AND COMPLIANCE

- 6.1. It is important to us that you are happy with your Cover. If you are unhappy with us or your Policy, please contact us and give us a chance to see if We can set things right - **0861 990 000**.
- 6.2. If you are still not happy and it is about your **COVER**, then:
 - i. The Insurer would like to hear from you. Their details are in the attached **FAIS DISCLOSURE NOTICE**; and
 - ii. If this still hasn't helped, this Policy is regulated by the **FAIS OMBUD** and the **INSURANCE OMBUD**. Their details are also in the **FAIS DISCLOSURE NOTICE**.
- 6.3. The Insurer, LTS and We support and apply the principles of Treating the Customer Fairly. Should you feel that We have not acted in a manner that supports this, please contact us on 0861 990 000.

7. GENERAL POLICY TERMS AND CONDITIONS

- 7.1. We will only provide Cover for people whose names and birth dates you have given us. They must be South African citizens or have residential rights in South Africa.
- 7.2. You will not be covered if you have committed fraud, or you have not told us the truth or you have not given us all your correct details (now or when you claim).
- 7.3. These and the other terms and conditions in this policy set out the general and special arrangements, provisions, requirements, legal rules, specifications, and standards that form an integral part of the agreement between you and Us. Your policy document/wording is a very important document and You must read and understand it.
- 7.4. We may in our sole and absolute discretion offer to increase your cover at no additional cost or obligation to you. We will notify you of any increases by SMS or WhatsApp to the number you provided to us. If the premium or cover benefits change for any reason, you will be given 31 days prior written notice to that effect to the number you provided to us.
- 7.5. We can change this policy, but We will give you 31 days' written notice (warning) before We change any of these conditions or your benefits. We will send you an SMS, WhatsApp, email or letter. If you have a preference about how We communicate with you, let us know.
- 7.6. If Centriq makes any changes to your policy those changes will then form part of the policy.
- 7.7. **Premiums:**
- 7.8. The premium is due in advance and, must be received by us by the monthly due date that We agreed with you (due date), subject to the below:
- 7.9. If We cannot deduct the premium from your bank account (for example,

if you don't have funds) in any given month, you will not be covered and all your cover will be suspended. To restore your cover:

7.9.1. You will be entitled to a grace period of 15 days after the due date in which to pay your premium/s [We do not double debit your account]. If your premium is not received within the grace period, the policy will remain suspended and you will not be covered. If payment is received within the grace period your cover will restore from the due date – call us on 0861 990 000 to enquire whether you qualify for the grace period payment; and

7.9.2. If payment is not made in terms of 7.8.1 above, you agree that We may at our discretion try and collect from your account a further 3 times following the initial failed debit. If We successfully debit your bank account again, the date of that collection will be the Cover recommencement date (subject to waiting periods). If We cannot collect in the 3 months period stated above, this policy will lapse, due to the non-payment of your premium/s; all cover provided under this policy will end and will not be reinstated.

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

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

7.12. The Unlimited makes use of DebiCheck collections services (at no cost to you). This prioritises your debit to ensure that We are able to collect the monthly premium. If We are unable to collect on the due date you have given us, We use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit collection and that allows you to keep your policy benefits active but it remains your obligation to see that all premiums are paid.

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

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

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

7.16. You will not have cover for unpaid months.

7.17. You can cancel your policy at any time.

IF YOU WANT TO CANCEL THIS POLICY, CALL US ON 0861 990 000 OR EMAIL US CUSTOMERCARE@THEUNLIMITED.CO.ZA

7.18. We can cancel this policy at any time should you not fulfil your duties under this policy, or if you are dishonest or fraudulent in your actions, by:

7.18.1. Us notifying you immediately in writing of cancellation for fraudulent or dishonest actions or the non-payment of premium; and

7.18.2. Us notifying you of cancellation after 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this policy).

8. WHAT DO THESE WORDS MEAN?

8.1. **"Insured Event"** means all the acts or omissions forming the facts which may lead to:

a. the pursuit of a civil claim by you arising out of:

- 1) Your death or personal injury. This will include an action by either your Spouse or Child for your wrongful death;
- 2) Any infringement of your legal rights; and

- 3) Your contract of employment.
- b. your defence against:
 - 1) A criminal prosecution brought against you; and
 - 2) A civil claim brought against you.
- 8.2. **"Lawyer"** means the attorney or other appropriately qualified person appointed by LTS to represent you.
- 8.3. **"Legal Fees"** means the reasonable fees, costs and disbursements of proceedings properly and necessarily incurred by the Lawyer or LTS for the purposes of a claim, and includes the costs of any civil proceedings incurred by a third party for which you may be liable in terms of a court order or in terms of settlement agreement where the prior written approval of LTS has been obtained. The Legal Fees shall always be paid in accordance with the Table of Legal Fees and the provisions of this Policy.
- 8.4. **"Limit of Indemnity"** means the maximum amount payable by the Insurer for any one Insured Event, which amount will be **the lesser** of:
 - 8.4.1. The amount set out in the Table of Benefits; or
 - 8.4.2. The monetary value of the issue in dispute with the third party.
- 8.5. **"LTS"** means Legal and Tax Services (Pty) Limited being the non-mandated intermediary binder holder that is responsible for the provision of the legal services and claims in terms of this Policy.
- 8.6. **"We/Us/Our"** means The Unlimited Group (Pty) Limited. We provide intermediary services in respect of this Policy.
- 8.7. **"You"** means the policyholder under this Policy.

**IMPORTANT INFORMATION – PLEASE READ CAREFULLY –
DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document)

As a Non-life insurance policyholder, or prospective policyholder, you have the right to the following information:

Various laws require compliance by Product Suppliers (Centriq), Binder Holders (The Unlimited)) and Financial Services Providers (The Unlimited) with various disclosure requirements to help you in making informed decisions about the insurance products that you buy. It also aims to make sure that Centriq and The Unlimited act honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial services industry.

Please read this Disclosure Notice carefully and make sure that you understand it – if you have any questions or need more information, please call The Unlimited on 0861 990 000.

1. ABOUT YOUR FINANCIAL SERVICES PROVIDER AND BINDER HOLDER (The Unlimited)	
Name	The Unlimited Group (Pty) Limited ("The Unlimited")
Company Registration Number	2002/002773/07
FSP Number	21473
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
Tel Number	0861 990 000
Fax Number	0865 009 307
Email	info@theunlimited.co.za
Website	www.theunlimited.co.za
Legal status (who accepts responsibility for the actions of the agent who spoke to you)	The Unlimited is an authorised financial services provider (FSP21473).
Whether services are rendered under supervision	Some of The Unlimited's representatives render services under supervision.
Whether more than 10% of insurer's shares are held and whether more than 30% of total remuneration, including commission, was received from the insurer in the preceding year/ last 12 months	The Unlimited does not hold more than 10% of Centriq's shares and has not received more than 30% of its total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of Centriq.
Whether professional indemnity insurance and fidelity guarantees is held	The Unlimited holds professional indemnity and fidelity insurance.
Details of financial services provider's complaints procedure	If you have a complaint about this policy or our service in general, you can write to us at info@theunlimited.co.za or call our Customer Care line on 0861 990 000/ 031 716 9600 or fax us on 0865 009 307. Our complaints procedure can be found at https://theunlimited.co.za/legal/complaint-process . If you are not satisfied with the outcome of your complaint, you have the right to ask The Unlimited to have the matter reviewed. We will treat such request as a dispute and provide you with the relevant contact details of the persons

	<p>attending to the dispute resolution process. When a decision has been reached you will be provided with the outcome of such decision with reasons. If you are not satisfied with the outcome of your dispute resolution by The Unlimited, you may make representation to Centriq whose details appear below.</p> <p>We encourage you to try resolve a complaint with us and/or the Insurer first, before submitting a complaint to the relevant Ombudsman. However, you may use any of the channels provided as you see appropriate.</p> <p>If you are not satisfied with the outcome of our dispute resolution process, then you have the right to have such a decision/ process reviewed by an authorised external party being either The FAIS Ombud, The Short-Term Insurance Ombud or the Financial Sector Conduct Authority whose details appear below (ie 4,5 and 6).</p>
<p>Details of Compliance Officer</p>	<p>Moonstone Compliance Ms CL Payne Tel: 021 883 8000 Email: cpayne@moonstonecompliance.co.za Post: PO Box 12662, Die Boord, Stellenbosch, 7613</p>
<p>Details of the financial services The Unlimited is authorised to provide in terms of the relevant licence and of any conditions or restrictions applicable thereto</p>	<p>The Unlimited must inform the Registrar of any business information change within 15 days. It must keep a list of all Key Individuals and Representatives and provide a copy of the register to the Registrar. The Unlimited accepts responsibility for services provided by our representatives and confirms 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:</p> <ol style="list-style-type: none"> 1. Go to www.fsca.co.za 2. Click on “Regulated Entities” 3. Under the heading “Regulated Entities and Persons” click on “FAIS” 4. Click on “Financial Service Providers” 5. Insert our FSP Number 21473 in the field “Search for FSP No” 6. Click on “Details” and select the information that you wish to view. <p>We may not provide business under a name that has not been changed in accordance with the provisions of the FAIS Act. Our products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of category 1 Life Insurance sub-categories A, B1, B2, B1-A, B2-A and Non-Life Insurance Personal Lines, Personal Lines A1 as well as Non-Life Insurance Commercial Lines. The Unlimited does not provide advice as</p>

	defined in the FAIS Act as a feature of its business. In order to ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, we strongly recommend that you request all the necessary documentation and information you feel necessary for you to make an informed choice before you make a final decision.
Premium Amount	The Premium Amount is R6.90, which amount is included in the monthly Debit for the cover.
Contractual arrangements with product suppliers including any restrictions or conditions	The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with Centriq. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of Centriq. In accordance with our conflict management policy, we place a high priority on our clients' interests. We will endeavour to identify, manage and as far as reasonably possible avoid any such instances. Our conflict of interest policy is available on our website at www.theunlimited.co.za .
2. ABOUT THE PRODUCT SUPPLIER (INSURER)	
Name	Centriq Insurance Company Limited
Company Registration Number	1998/007558/06
FSP Number	3417
Postal Address	PO Box 55674, Northlands, 2116
Physical Address	The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196
Tel Number	011 268 6490
Fax Number	011 268 6495
Email	info@centriq.co.za
Website	www.centriq.co.za
Details of the compliance department	The Internal Compliance Officer is contactable at the numbers above. Email: compliance@centriq.co.za
Details of claims department	The Claims Team is contactable at the numbers above. Email: claims@centriq.co.za
Details of complaints department	In the event of a complaint, please contact the Complaints Resolution Consultant at the number above. Email: faiscomplaints@centriq.co.za / complaints@centriq.co.za
3. ABOUT THE PRODUCT	
Your product is a Non-Life insurance product. The Unlimited has agreements with Centriq in terms of which remuneration is payable for the insurance business. Please refer to your Terms and Conditions for a detailed breakdown of the insurance premium. If the policy was sold to you on the telephone, recordings of the telephone discussion can be made available to you on request.	

4. PARTICULARS OF FAIS OMBUD	
Name	The FAIS Ombud
Postal address	P O Box 74571, Lynwood Ridge, 0040
Physical Address	Kasteel Park Office Park, Orange Building, 2 nd Floor, c/o Nossob & Jochemus Street, Erasmus Kloof, Pretoria, 0048
Tel Number	012 762 5000/012 470 9080
Fax Number	012 348 3447/012 470 9097/086 764 1422
Email	info@faisombud.co.za
Website	www.faisombud.co.za
5. PARTICULARS OF SHORT-TERM INSURANCE OMBUD	
Name	The Ombudsman for Short-Term Insurance
Postal address	PO Box 32334, Braamfontein, 2017
Physical Address	1 Sturdee Avenue, Cnr Bolton and Baker Roads, First Floor, Block B, Rosebank
Tel Number	011 726 8900/0860 726 890
Fax Number	011 726 5501
Email	info@osti.co.za
Website	www.osti.co.za
6. PARTICULARS OF FINANCIAL SECTOR CONDUCT AUTHORITY	
Name	Financial Sector Conduct Authority
Postal address	PO Box 35655, Menlo Park, 0102
Physical Address	Riverwalk Office Park, Block B, 41 Matroosberg Road (Corner Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria
Tel Number	012 428 8000/0800 20 37 22
Fax Number	012 347 6941
Website	www.fsca.co.za
7. PROCEDURES FOR REGISTERING CLAIMS OR COMPLAINTS	
<p>The process for you to submit a claim is explained in your policy Terms and Conditions. If you have difficulty in determining the correct procedures, please contact The Unlimited on 0861 990 000 for assistance.</p> <p>You are required to advise The Unlimited within a prescribed number of days of a loss, provide written details of the loss, provide proof in support of the claim, report any crime to the police and provide any other details that may be required by The Unlimited.</p> <p>If you aren't happy with the assistance provided, then you may contact the Compliance Officer at the address provided on this notice. In addition, the addresses of the FAIS Ombud, the Ombudsman for Short-Term Insurance, and the Financial Sector Conduct Authority, are provided above should your complaint still not be satisfactorily resolved.</p>	
8. NAME, CLASS OR TYPE OF POLICY	
<p>Full details about the name, class and type of policy involved are reflected on your Terms and Conditions. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums or any other information, please contact The Unlimited.</p>	
9. EXTENT AND NATURE OF PREMIUM OBLIGATIONS	
<p>Your Terms and Conditions reflects the premium payable and the frequency of payment (i.e. monthly). All premiums are inclusive of Value Added Tax (VAT) at the prescribed rate. The Unlimited is authorised to accept premium payment from you on behalf of Centriq.</p>	

10. CONSEQUENCES OF NON-PAYMENT OF PREMIUMS

The due date for the payment is that which was provided by you when you applied for the policy but this may change depending on DebiCheck tracking as explained in your Terms and Conditions.

Your payment should be made on or before this date to avoid the cancellation of the policy. Should you fail to make payment on or before this date, you have a period of grace for the payment of premiums. You will be notified of the non-payment and given a grace period of 15 days to pay the outstanding premium during which time your policy will remain in force. In the case of a monthly policy, this provision will apply with effect from the second month of the currency of the policy.

11. COOLING-OFF RIGHT

If this policy has a duration of 31 days or more, no benefit has yet been claimed or paid, and an event insured against has not yet occurred, you have the right to cancel this policy within 14 days after the receipt of the policy documents or from a reasonable date on which it can be deemed that you received the policy documents. The Unlimited will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself and will comply with your request for cancellation within 31 days after it receives your cancellation notice.

12. OTHER MATTERS OF IMPORTANCE

- (a) You must be informed of any material changes.
- (b) Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.
- (c) If your premium is paid by debit order, the debit order must be in favor of The Unlimited and may not be transferred without your approval.
- (d) Centriq, and not The Unlimited, must give reasons in writing for the rejection of any claim submitted by you.
- (e) Centriq must give you 31 days' written notice of its intention to cancel your policy.
- (f) You are entitled to a copy of your policy free of charge.

13. WARNING

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents you receive.
- (d) Make notes as to what is said to you.
- (e) Do not be pressured into buying the product.
- (f) Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

14. SHARING OF INSURANCE INFORMATION

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders. The sharing of information includes but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information in regard to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases.

By insuring or renewing your insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply application together with the

information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

Sharing of insurance information is done in accordance with applicable legislation, as well as our Privacy Notice which can be found on our website:

www.centriq.co.za

15. 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 protections 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 or 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.

Processing of your personal information is always done in accordance with applicable legislation, as well as our Privacy Notice which can be found on our website: www.centriq.co.za

16. WAIVER OF RIGHTS

No Financial Services Provider, Binder Holder or Product Supplier may request or induce, in any manner, a client to waive any right or benefit conferred on the client, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

17. CONFLICT OF INTEREST

We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules and have not identified any actual or potential conflicts of interest. Our conflict of interest management policy is available to clients on our website and upon request.