

# KEY INFORMATION & DISCLOSURES

theunlimited.co.za



Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

The Unlimited is an authorised financial services provider [21473]  
Founder of The Unlimited Child

KEY INFORMATION DISCLOSURE DOCUMENT (“KID DOCUMENT”)

This document contains important information about the policy as required by Rule 11 (5) of the Policyholder Protection Rules, please make sure that you read and understand it.

Please keep this document together with your membership wording (including the policy) and if you have any questions, please contact us.

PLEASE NOTE:

- This document serves as evidence of the fact that you have agreed to the cover provided in the policy.
- Although the policy is offered to you by **The Unlimited**, the Insurer providing you with the insurance benefits is **Centriq Insurance Company Limited** (“the Insurer”), a licensed non-life insurer and an authorised financial services provider.
- Legal and Tax Services (Pty) Ltd (“LTS”), an authorised financial services provider, is the non-mandated intermediary and binder holder that is responsible for the administration of claims in terms of the policy.
- You can get in touch with us at any time by calling us on **0861 990 000**, or on our website [www.theunlimited.co.za](http://www.theunlimited.co.za).
- You have been provided with your policy terms and conditions which explain how the policy works, as well as general and special limitations and exclusions, details of the Insurer, the premiums payable, and other requirements and rules that form an integral part of the agreement between you and the Insurer.
- **Please make sure that you read the full terms and conditions, and if you have any questions, please call us.**
- Below is a summary of key information. For comprehensive information, always refer to your full policy terms and conditions:

a.	<b>Your membership with us</b>	<ul style="list-style-type: none"><li>• You have a membership with The Unlimited Group (Pty) Limited (“The Unlimited”).</li><li>• The membership provides you with access to non-insurance benefits and services which are provided by The Unlimited, for which you pay the payment every month. Included in this payment is the insurance premium/s which is disclosed to you.</li><li>• Included as part of your membership are non-insurance benefits provided by LTS.</li><li>• Included as part of the membership are your insurance benefits (the “policy”), which are underwritten by Centriq Insurance Company Limited.</li><li>• The non-insurance services and benefits and the insurance benefits make up the whole product (your membership).</li></ul>
b.	<b>The type of policy that you have</b>	Your policy is a non-life insurance policy.
c.	<b>When your insurance benefits will be available</b>	The start date of the policy will be the date we successfully collect your first payment (which includes the premium). You are entitled to your policy cover from the start date, subject to any waiting period that may apply. This is a month-to-month policy. It will renew on the same terms each time we successfully collect your payment (including the premium) from you.
d.	<b>Cancellation of your policy</b>	<p>You may cancel your policy at any time with no early termination penalties by calling us on 0861 990 000, or alternatively via post or email.</p> <p>Postal Address:     The Unlimited, Private Bag X7028, Hillcrest, 3650</p> <p>Email Address:     <a href="mailto:customercare@theunlimited.co.za">customercare@theunlimited.co.za</a></p>

		<p>The Insurer may also cancel your policy in writing:</p> <ul style="list-style-type: none"> <li>• immediately for fraudulent or dishonest actions, including non-disclosures</li> <li>• for non-payment of payment including premiums (subject to the 15 days' grace period)</li> <li>• for any other reason after 31 days' notice to you.</li> </ul>
e.	<b>Cooling-off rights</b>	<p>As this is a month-to-month 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 insurance benefit has yet been claimed or paid, you have the right to cancel the insurance policy by giving us written or telephonic notice within 14 days of your terms and conditions being sent to you OR from a reasonable date on which it can be deemed that your terms and conditions were sent to you.</p> <p>The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all insurance premiums or monies paid by the premium-payer, minus any cost of any risk cover enjoyed.</p>
f.	<b>Premiums payable</b>	<p>The premium for your benefits combined is as follows:</p> <ul style="list-style-type: none"> <li>• R67.60 per month for you (the main member), your spouse and up to a maximum of 5 children</li> </ul> <p>Please remember that all child/ren that you choose to cover on your 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 policy and throughout the lifetime of this 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 premium.</p>
g.	<b>How and when your premiums must be paid</b>	<p>Your premium (which forms part of your payment to The Unlimited) is paid monthly in advance on the due date you agreed with us (on your call log or application document).</p> <p>The premium will be paid by debit order (as part of your payment), using the bank account details you provided us. To ensure you are always covered under the policy and to avoid cancellation and unpaid debit order costs, please make sure you have sufficient funds in your account.</p> <p><b>IMPORTANT:</b> We may debit your payment (including the premium) on a different date from the day agreed if there is a better chance of collecting the premium and keeping you covered.</p> <p><b>REMEMBER:</b> If the due date falls on a public holiday or a weekend, the payment (including the premium) will be collected on the first business day before or after the due date.</p>

h.	<b>December collections of premiums</b>	<p>In December, we may collect your payment (including your insurance premium) 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 payment (including your insurance premium) during the first or second week of December, e.g. by the 7th of December.</p>
i.	<b>What happens if you do not pay your premium</b>	If you do not pay your payment (including the 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 payment (including the premium).
j.	<b>Remuneration</b>	<p>From the total premium you pay, the Insurer pays The Unlimited:</p> <ul style="list-style-type: none"> <li>• commission of 20%, in terms of the Short-Term Insurance Act; and</li> <li>• 3.5% (binder fee) for certain administrative (binder) functions including entering into, varying or renewing the policy, and incidental activities undertaken on behalf of the Insurer.</li> </ul> <p>Legal and Tax Services (Pty) Ltd also have a binder holder agreement with the Insurer in terms of which they receive a binder fee of 4% of the gross written insurance premium for performing certain binder functions which include claims administration.</p>
k.	<b>Nature &amp; extent of your insurance benefits</b>	<ul style="list-style-type: none"> <li>• <b>Bail benefit:</b> R3 000 (three thousand Rand) per insured family, per annum. The Insurer will pay an insured person's bail amount (the amount payable to the courts in respect of your bail), subject to the exclusions in your insurance policy, up to the benefit limit. Any legal fees (where relevant) over and above the bail benefit limit may be claimed from the litigation benefit (see LITIGATION BENEFIT below).</li> <li>• <b>Please note:</b> your bail benefit of R3 000 is included as part of your overall litigation benefit amount.</li> <li>• <b>Litigation benefit:</b> R213,000 (two hundred and thirteen thousand Rand) payable for any 1 (one) proceeding (insured event). The Insurer will pay towards legal fees for litigation proceedings, whether an insured person is pursuing or defending the matter, subject to the exclusions in the policy, up to the benefit limit.</li> </ul>
l.	<b>Waiting periods</b>	<p>Waiting periods (where applicable) apply to you and your dependants and start from the first payment (including the premium) received. If you choose to add new dependants after the start date of your policy, the waiting periods will start from the date they are added.</p> <ul style="list-style-type: none"> <li>• <b>Bail benefit:</b> there is a waiting period of 6 months. This means that we must have received a minimum of 6 payments (including the premium) for the insured person before you can claim on this benefit. Should you miss a payment, your waiting</li> </ul>

		<p>period will not restart, we will just continue to count the number of successful payments (including the premium) from your next successful debit order collection.</p> <ul style="list-style-type: none"><li>• <b>Litigation benefit:</b> there is a waiting period of 2 months. This means that we must have received a minimum of 2 payments (including the premium) for the insured person before you can claim on this benefit.<ul style="list-style-type: none"><li>○ <b>Claims relating to uncontested divorce:</b> this benefit applies to <b>only you</b> and there is a waiting period of 6 payments (including the premium).</li><li>○ <b>Claims relating to new maintenance applications (unopposed and opposed maintenance applications):</b> this benefit only applies if you are the applicant of the maintenance application and there is a waiting period of 12 payments (including the premium).</li><li>○ <b>Claims relating to internal disciplinary hearings:</b> there is a waiting period of 12 payments (including the premium).</li></ul></li></ul> <p>IMPORTANT: Should you miss a payment, your waiting period/s will not restart, we will just continue to count the number of payments (including the premium) received from your next successful debit order collection.</p>
m.	<b>Exclusions on the policy</b>	<p>The exclusions are specific items, losses or events that are not covered by this policy. Below is a list of the general exclusions on the policy.</p> <ol style="list-style-type: none"><li>1. The Insurer will NOT cover any claim if you have:<ul style="list-style-type: none"><li>• added a spouse that does not normally live with you and where you are not interdependent on each other;</li><li>• added children who do not meet the specific criteria for cover under the policy; or</li><li>• failed to pay the premium on the due date or you are still within the benefit-specific waiting period.</li></ul></li><li>2. The Insurer will NOT cover any claim where at the time of the incident that led to a claim under this policy, the following conditions have not been met:<ul style="list-style-type: none"><li>• You must, where possible, take all reasonable and responsible steps to protect your rights and interests, and to prevent a claim or avoid legal fees from being unnecessarily incurred.</li><li>• The claim must relate to you directly and must be brought exclusively in your personal capacity and relate to your private affairs. The Insurer will not cover a claim where you are acting in your capacity as a director, shareholder, member of a close corporation, officer, trustee, executor, curator, business partner, landlord or similar capacity.</li><li>• There must be reasonable prospects of success that you will succeed in your proceeding, and legal action must be the only reasonable and available way to resolve the matter. If prospects are questionable, LTS may refer it to an attorney for a professional opinion.</li></ul></li></ol>

		<ul style="list-style-type: none"><li>• You must be truthful and not withhold any information related to a claim even if not asked for it. Failing to do so may result in your cover being withdrawn or repudiated.</li><li>• The party you are proceeding against must be identifiable, have a confirmed physical or primary residence, generate or receive an income or have sufficient assets to pay for any judgment in your favour, failing which, cover may be withdrawn or repudiated. In the event of you not being able to provide the aforesaid information, LTS may, at their discretion, appoint a tracing agency.</li><li>• You cannot be subject to, or contemplating sequestration, administration, curatorship or anything similar.</li></ul> <p>3. The Insurer will NOT cover any claim, nor pay for legal fees, that directly or indirectly arise out of or are connected to any of the following:</p> <ul style="list-style-type: none"><li>• Events that occurred prior to the start date of the policy.</li><li>• If we, LTS or the Insurer have reason to suspect that you (or any third party) are committing fraud.</li><li>• <b>Commercial matters:</b> this includes the pursuit of business or monetary gain, other than your income as an employee, including but not limited to your conduct of a business, profession or trade, or acting as a landlord, or anything relating to patent, trademark, or copyright. Criminal action arising out of the foregoing is also excluded.</li><li>• <b>Family law and related matters:</b> this includes marriage, past or present affectionate relationships, opposed divorce, child care or access, guardianship, existing maintenance matters, parenthood, paternity, promise to marry, family or domestic violence, harassment, adoption, or ownership or monetary disputes. This clause applies to a current or former spouse or partner or life partner, in-laws (parents, siblings and their spouses/partners/ children), child (biological, step or adopted), cousins, nieces, nephews, parent, grandparent, or sibling (and their spouses/partners/children). The enforcement or annulment of a court order relating to the foregoing is also excluded. Please note that uncontested divorces have a waiting period of 6 successful payments.</li><li>• <b>Criminal matters:</b> any deliberate criminal conduct, and all other criminal conduct unless you have a strong and valid defence which you can prove. Criminal conduct which is similar to a previous conviction or where an admission of guilt fine is payable, may be excluded.</li><li>• Any conduct where you were under the influence of or affected by alcohol or drugs.</li><li>• A repudiation of a claim or any legal action against us, the Insurer, LTS or an attorney.</li><li>• Appeals and/or reviews.</li></ul>
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- **Immovable property law:** claims related to immovable property, other than your full-time permanent primary place of residence ("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, the Insurer will not pay for the eviction or any other action related to it.
- **Pain and suffering matters:** this includes claims related to emotional hurt or infringement of personality rights (e.g. defamation, the right to dignity, privacy, a good name, not to be insulted etc) are excluded. Claims related to harassment may only be pursued if such conduct is life threatening or a recognised medical expert can provide a report in support of severe emotional damage. Claims defended require a valid and strong defence.
- Claims related to a vehicle of which you are not the registered owner (or, for instalment sale agreements, you are not authorised by the credit provider to be in possession of the vehicle), or claims related to you driving without a valid driver's or vehicle licence may not be covered.
- **Illegal conduct:** this includes mass action or protest, contamination or damage from nuclear material, war, hostilities, rebellion, unlawful labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, intimidation, conduct contrary to public policy or tainted with illegality or involving indecent or unlawful sexual behaviour or based on malice or vexatious conduct on your part or undertaken to further ideological objectives (e.g. political, economic or environmental) or political activities, or which may harm the interests or wellbeing of any organ of state or municipality.
- **Public matters:** this includes claims related to government, a municipal body, or similar body or structure which relate to the provision of services, rates, taxes, water, lights, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (e.g. roads), or which relate to delays in performance or poor service delivery.
- **Legal administrative work:** matters which are administrative in nature or involve the drafting of documents, including but not limited to conveyancing, deceased estates, marriage contracts, and similar matters.
- **Frivolous matters:** matters that are trivial or have a monetary value less than the limit of the Small Claims Court.
- **Matters involving debt:** debt management or failure by you to discharge a debt lawfully owing and due by you.
- **Application proceedings:** this includes any application relating to the status of a person (e.g. sequestration, rehabilitation, curatorship, insanity) or similar matters.
- Matters where you have received (or will receive) some compensation under an insurance policy or similar cover (e.g. medical aid, vehicle insurance etc).
- Constitutional Court and Tribunal matters.

n.	<b>How to claim</b>	<p>Claiming is easy! Simply go to <a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a> for a step-by-step guide on how to claim OR call us on 0861 990 000 within 90 days of your claim arising (the insured event happening).</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 all the required information, the Insurer may repudiate the claim.</b></p>
o.	<b>The assessment of risk based on the information you provided to us</b>	<p>The information you have provided us with is considered material to our assessment of the risk, so it must be accurately and properly disclosed. The accuracy and completeness of all answers, statements or other information provided by or on behalf of you is your responsibility.</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 spouse and children) updated.</p> <p>Please contact us to update your details with us, to get further information about your cover and to check that your chosen dependants qualify for the cover under this policy. If you add people that do not qualify, it could lead to a claim being repudiated 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 or email to the email address you have given us. This is also the agreed method of giving you any notice required by this insurance policy or by law.</p> <p>Let us know if you would prefer us to send you a letter or to give you a call.</p>