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# THE UNLIMITED

FSP 21473

\*UNDERWRITTEN BY



**CENTRIQ**  
LIFE INSURANCE

\*The Insurance benefits are underwritten by Centriq Life Insurance Company Limited (Reg. No. 1943/016409/06)

# CONTENTS PAGE

<b>SECTION 1: MEMBERSHIP AGREEMENT</b>	<b>Pages</b>
1. WHO IS PART OF THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT?	3
2. WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?	4
3. WHAT EMERGENCY MEDICAL SERVICES DO YOU HAVE AND WHEN CAN YOU USE THEM?	4
4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?	5
5. WE WOULD LOVE TO HEAR FROM YOU	6

<b>SECTION 2: INSURANCE POLICY WORDING</b>	
1. DETAILS OF THE INSURER	7
2. HOW WILL WE COMMUNICATE WITH YOU?	7
3. POLICYHOLDER CONTACT INFORMATION	7
4. WE WOULD LOVE TO HEAR FROM YOU	7
5. SPOUSE AND CHILDREN/BENEFICIARIES	8
6. MONTHLY PREMIUMS PAYABLE	8
7. WHEN DOES YOUR COVER START?	9
8. YOUR POLICY BENEFITS	9
9. CLAIMS PROCESS CONDITIONS	11
10. COVER EXCLUSIONS	15
11. GENERAL POLICY TERMS AND CONDITIONS	17
12. WHAT DO THESE WORDS MEAN WHEN USED IN YOUR POLICY?	19

<b>SECTION 3: STATUTORY DISCLOSURE NOTICE</b>	<b>Pages</b>
1. DETAILS OF THE INTERMEDIARY (BINDER HOLDER)	21
2. DETAILS OF THE INSURER	21
3. THE INTERMEDIARY AND BINDER HOLDER	22
4. IMPORTANT INFORMATION ABOUT YOUR POLICY	23
5. HOW TO AMEND/CANCEL YOUR POLICY OR REQUEST INFORMATION	25
6. HOW TO CLAIM	26
7. HOW TO SUBMIT A COMPLAINT	26
8. OTHER IMPORTANT MATTERS	27
9. WARNING	28
10. PROTECTION AND SHARING OF PERSONAL INFORMATION	28
11. POLICYHOLDER ACKNOWLEDGEMENT	28
12. YOUR RIGHTS	30
13. COOLING-OFF RIGHTS	31

# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

## 1. WHO IS PART OF THE UNLIMITED FAMILY MEMBERSHIP 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 and for whom you are paying a Fee. This can include your spouse, children and other adults who are dependent on you.

**AND**

1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.

**AND**

1.3. The service provider for the medical emergency response and related services, CIMS South Africa.

1.4. By making payment of your monthly fee 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, share market innovations with you and you consent that we can submit your information to 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 the additional products from us.**

1.6. **The Premium, which is payable by us to the insurer will be disclosed on the policy or endorsement.**

1.7. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Fee (which includes your Premium). NAEDO 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.

1.8. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70 (please remember to immediately notify us). 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 (after we pay the premium for insurance Cover) you get the following benefits:
  - i. Emergency Medical Assistance Benefits; and
  - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. 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 in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

## **3. WHAT EMERGENCY MEDICAL SERVICES DO YOU HAVE AND WHEN CAN YOU USE THEM?**

- 3.1. Detailed **Terms & Conditions for these service benefits** are available on [www.theunlimited.co.za/terms/cimsnetcare911/2.pdf](http://www.theunlimited.co.za/terms/cimsnetcare911/2.pdf) or call 0861 990 000 and we will provide you with a copy:

### **3.1.1. 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. Telephonic Advice Only.

### **3.1.2. Emergency Medical Response to scene of a Medical Emergency (primary response)**

You will be transported by the appropriate road or air transport, with qualified personnel, to the nearest and appropriate hospital facility for an emergency. The cost of the transport will be paid up to the agreed limit.

### **3.1.3. Emergency Medical Transportation – Pre-hospital**

In a medical emergency, we will arrange and pay for the emergency medical transportation. You will be taken to a government hospital unless the emergency medical personnel can ascertain whether you have appropriate cover which allows private hospital admission. The cost of transport will be paid up to the agreed limit.

**If the initial emergency medical transportation was provided by the EMS call centre, the following additional benefits are available to the member where applicable and medically justifiable.**

### **3.1.4. Inter-hospital Transfer**

We will move you from one hospital to another if the hospital that you are being treated at cannot or will not provide the treatment that is required. The hospital we transfer you to will not be your choice of hospital. The cost of the transport will be paid up to the agreed limit.

### **3.1.5. Compassionate Visits**

If You are hospitalised outside Your home town (100km or more from Your house), we will arrange and pay for an economy class return transportation for 1 person, up to a maximum of R2,000.00 (incl. VAT) in one year, for your spouse, biological child or parent to visit you. You must have been in hospital for at least 5 days.

### **3.1.6. Escorted Return of Minors**

We will arrange and pay for the transportation of your children if they are stranded as a result of your hospitalisation from anywhere in South Africa, into the care of a person chosen by you, within South Africa.

### **3.2. HOW DO YOU ACCESS YOUR EMS BENEFITS?**

- 3.2.1. You must contact the 24-hour Emergency Medical Alarm Centre ("EMS call centre") on **0861 990 000** to use any of your EMS benefits or services.
- 3.2.2. If you use the benefits without contacting the EMS call centre for approval first, you must notify us within 72 hours of the medical emergency having occurred.
- 3.2.3. If you have a medical aid, the invoice for ambulance transportation will be submitted to your medical aid for payment. If you incorrectly receive an invoice from the ambulance service provider, you may submit the invoice to CIMS South Africa for reimbursement within 2(two) months of the date of the medical emergency. To arrange this, please call us on **0861 990 000**.

### **3.3. WHEN CAN YOU NOT USE YOUR MEDICAL EMERGENCY BENEFITS AND SERVICES**

- 3.3.1. For minor (i.e. non-life threatening) illness or injury which, can be treated locally, by your family doctor, for example, and which do not require emergency medical transportation.
- 3.3.2. Where you have hurt or made yourself ill on purpose or put yourself in danger. This includes where you have abused drugs and alcohol.
- 3.3.3. If you are hurt playing professional sport or sport played in a national or provincial competition.
- 3.3.4. For your attempt to commit, an unlawful act. If you have not given us all your correct details (now or when you use a benefit).
- 3.3.5. For your participation in war, invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution or loss which is a direct result of nuclear reaction or radiation.
- 3.3.6. For any events that occurred before The Unlimited receives your first fee payable in terms of this agreement.
- 3.3.7. For your failure to pay any fee on or before the due date for payment.

### **4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?**

- 4.1. This membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
- 4.2. 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.
- 4.3. We can change this agreement, but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.

- 4.4. **One of the changes we might make is a change to when or the amount you pay in respect of the Fee. This will happen if you accept more membership or insurance benefits from us or annually if we need to do a price increase.**
- 4.5. 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:
  - a. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of your fees; and
  - b. Us giving You 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this membership).
- 4.6. 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.

## 5. 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](http://www.theunlimited.co.za);

OR



Call us on **0861 990 000**.

## INSURANCE POLICY WORDING

LIFE COVER (DEATH CASH BENEFIT) and ACCIDENTAL INJURY CASH BENEFIT and PAYMENTS BACK ON YOUR DEATH BENEFIT

For the meaning of some of the words used in this policy look at **Point 12** of this policy.

### 1. DETAILS OF THE INSURER

Although your policy is administered by The Unlimited Group (Pty) Ltd (FSP Number 21473) "The Unlimited", your Long-term Insurance Policy is underwritten by Centriq Life Insurance Company Limited, a registered long-term insurer and an authorised financial services provider (FSP No 7370) "the Insurer".

**PLEASE NOTE THAT THIS IS NOT A MEDICAL SCHEME AND THE COVER IS NOT THE SAME AS THAT OF A MEDICAL SCHEME. THIS POLICY IS NOT A SUBSTITUTE FOR MEDICAL SCHEME MEMBERSHIP AND IS NOT A FUNERAL POLICY.**

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

An SMS to the cellphone number You provided us with, will be the agreed method of giving You any notice required by this policy or by law and our main method of communication will be by SMS to that number.

Alternatively, We will send You an email, letter or We will give You a call if that is Your preferred method of how We communicate with You. Let us know.

### 3. POLICYHOLDER CONTACT INFORMATION

It is important that We have Your current contact number (cell phone number), email address, physical and/or postal address on record. If any of Your contact details change, You must let us know as soon as possible because **We will always communicate with You using Your last known details.**

### 4. WE WOULD LOVE TO HEAR FROM YOU

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**); find us on

 LinkedIn as **theunlimited**; or on our

 Website **[www.theunlimited.co.za](http://www.theunlimited.co.za)**.

#### 4.1. FOR COMPLAINTS AND COMPLIANCE

It is important to us that You are happy with Your 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.

If You are still not happy, then refer to How to submit a complaint in the **KEY INFORMATION & DISCLOSURE DOCUMENT** .

Please contact us for any amendments or further assistance.

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

You can cover Yourself, Your spouse and up to 5 of Your children.

It is important that We have the correct details of Your spouse, Your chosen child and (where such additional cover is given and selected at an additional premium); or your beneficiary details on record. If any amendments are required, or You would like to make sure who can be covered, please contact us for assistance.

**IMPORTANT TO NOTE:** We require children to be:

- financially dependent on you; and
- be a member of your family through blood or by a recognised legal relationship, you must be their primary caregiver.

Failure to let us know, or non-adherence to these requirements could result in the rejection of a claim or voiding the cover.

#### 6. MONTHLY PREMIUMS PAYABLE

Your premium for the cover of the main member including a spouse is **R52.65 pm**.

If You include Your children (up to a maximum of 5) on this Policy, the total additional premium for the cover will be an amount of **R31.75 pm**

It is important to remember that it is Your responsibility to pay policy premiums on time or You will not be covered. Please contact us should You wish to amend the premium collection (due) date.

**Please remember that we need 12(twelve) premium payments for each person that is insured on this policy before a claim will be paid for natural death. If you do not make payment, you will not be covered (subject to 11.2 below); if you make payment again, and we accept this, the waiting period will continue until we have collected the required 12(twelve) premium payments per person. Also see 9.3.3 [Waiting Periods] below for more conditions.**

We may review the premium rates and change the premium or benefits at any time. Also see [11.2 \[Premiums\]](#) below for more conditions.

## 7. WHEN DOES YOUR COVER START?

As soon as We receive Your first premium, You are entitled to Your insurance benefits (the “**Start Date**”), subject to any waiting period that may apply ([see 9.3 below](#)).

If You are unsure when Your cover starts, please contact us at any time to confirm the Start Date of Your insurance benefits.

## 8. YOUR POLICY BENEFITS

- 8.1. We agree to pay Your claim/s subject to the terms, conditions, exclusions and cover limits; in consideration of, and conditional upon:
- i. the prior payment of the premium/s by You or on Your behalf and receipt of the premium thereof by us or on our behalf;
  - ii. any proposal/application or other information supplied by, or on behalf of You, including any recorded phone calls made to or received by You e.g. sales calls, will be the basis of this agreement of insurance and must be true and complete or benefits may not be paid (see 10.1.6 below);
  - iii. where the insurance is varied or extended, the insurance provided by such Additional Benefit, Special Clause, Variation and Extension or endorsement is subject to the terms, conditions, exclusions and limitations of this Policy;
  - iv. compliance by You with all the terms, conditions, limitations and exclusions contained in this policy, which is a condition precedent to our liability under the policy. Any breach entitles the Insurer to cancel the policy or reject any claim/s made; and
  - v. 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.

LIFE COVER (DEATH CASH BENEFIT)		
Who is covered?	What is covered?	Benefit limits
You, the main member, Your spouse (whose names and date of birth You have given us) and for whom the applicable premium/s has been paid (insured person/s).	We will pay on the death of You, Your spouse from any cause not excluded under this Policy.	<b>R20,000.00</b> (Twenty Thousand Rand)  Waiting periods apply ( <a href="#">see 9.3. below</a> ).

You can also choose to cover up to 5 Children under the age of 21 who are related to you through blood or a legally recognised relationship, and you are their primary caregiver and they are financially dependent on you (whose names and dates of birth You have given us) <b>at an additional premium (refer to point 6 above).</b>	We will pay on the death of Your Child from any cause not excluded under this Policy.	Waiting periods apply (see 9.3. below).
	Child 0 – 11 months	R2,000.00 (Two thousand Rand)
	Child 1 – 5 years	R4,000.00 (Four thousand Rand)
	Child 6 – 13 years	R6,000.00 (Six thousand Rand)
	Child 14 – 21 years	R8,000.00 (Eight thousand Rand)

### IMPORTANT: PRE-EXISTING CONDITIONS NOT COVERED

No cover is provided under the Life cover (Death Cash Benefit) for any death caused directly or indirectly by a pre-existing condition. Refer to the definition of pre-existing conditions (see 12.13 below), as well as to Clause 10. Cover Exclusions (10.2.1). Examples include diabetes, hypertension (high blood pressure), epilepsy and cancer, amongst others.

For illustration only:

- Hypertension** (High blood pressure) can lead to death as a result of a stroke/ heart attack and other consequences.
- Diabetes** can lead to death as a result of kidney failure, heart disease or stroke and other consequences.
- HIV/AIDS** can lead to death from pneumonia, tuberculosis and other consequences.

### ACCIDENTAL INJURY CASH BENEFITS

Who is covered?	What is covered?	Benefit limits
<p>You, the main member, Your spouse (whose name and date of birth You have given us) and for whom the applicable premium has been paid (insured person/s).</p> <p>You can also choose to cover: Your Children (up to 5); who are related to you through blood or a legally recognised relationship and who financially dependent on you; and whose names and dates of birth you have given us; at an additional premium (refer point 6 above).</p>	<p>We will pay an insured person the daily amount stated under the Benefit Limits, following their admission to hospital for a full day (that is 24 hours in a row), as a direct result of an injury caused by an accident (accidental injury).</p>	<p>Your maximum benefit limit is <b>R200,000.00 per insured event</b>, per insured person. An insured person will be covered for <b>R2000 per day, for up to 100 days</b>, for each full day spent in hospital, as a direct result of an accidental injury.</p> <p><u>No</u> Waiting periods apply (see 9.3 below).</p>

PAYMENTS BACK ON YOUR DEATH	
Who is covered?	Benefit Limits
Only you, the main insured is covered. This Benefit cannot be claimed if another Insured Person, e.g. Spouse/Child passes away.	<p>Your spouse or the executor of Your estate will be paid an amount equivalent to the value of the total number of Premiums We have successfully collected from You. This amount will be calculated from the first successful collection of Your monthly Premium, up to the last Premium successfully collected before Your death. Interest is not applicable and will not be paid.</p> <p>This benefit is for the main member only. To be clear, if You have passed away, and regardless if the Policy has continued, no other person on the Policy is entitled to this Benefit.</p>

## 8.2. Maximum payment (Accidental Injury Cash Benefit Only)

- 8.2.1. If You have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,000.00 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 policy whichever is the lesser.

## 9. CLAIMS PROCESS CONDITIONS

These are detailed claims conditions and must be in place or complied with by You so that You can enjoy the benefits of the policy.

### 9.1. When can You claim?

- 9.1.1. Unless there is a waiting period ([see 9.3 below](#)), as soon as We have received Your first premium, You are entitled to claim Your insurance benefits if an insured event occurs (the **Start Date**). You can only claim for the benefits covered under this policy if We successfully receive Your monthly premiums and you have complied with this Policy.
- 9.1.2. The insured event must have happened in **South Africa** and after the Start Date.

### 9.2. Time period to submit a claim?

- 9.2.1. Your claim form and supporting claim documents ([see 9.4 below](#)) must be submitted to Us within **30 days** of the insured event. If You do not provide us with the information We need to process Your claim, the Insurer is entitled to reject Your claim.

### 9.3. Waiting Periods?

- 9.3.1. There is no waiting period for Your Accidental injury cash benefit or if Death is caused by an Accident (Accidental Death).
- 9.3.2. Claims for natural death have the following waiting period for the event giving rise to the claim:
- 9.3.2.1. Claims for (A) Natural Death and (B) Natural death resulting from venereal disease, Acquired Immune Deficiency Syndrome (AIDS), or HIV or AIDS-related complications, regardless of how you got the illness or if it may have caused further problems such as tuberculosis, gastroenteritis, multiple organ failure, hepatitis, stroke, immunocompromised system or pneumonia:
- a. For you and dependants, the waiting period starts from the first payment (see 9.1.1 above), and ends after a minimum of 12(twelve) payments (Death benefit starts after the 12<sup>th</sup> payment)
- b. Remember:** The 12(twelve) minimum payments start from when a person is added to the policy. The waiting period will start from the date We successfully receive the first premium applicable to the insured person (see 9.1.1 above) and this cover will begin when We have received the required 12(twelve) consecutive premium payments.
- IMPORTANT NOTE:** If you get any of the conditions mentioned in 9.3.2.1 (B) above, AFTER the start date of this policy, and if the waiting period is met, you are covered. Where HIV/AIDS is a pre-existing condition (see 12.13 below for the definition) and You or your dependant die as a direct or indirect result of this condition, You will have no cover (see 10.2. below).
- 9.3.3. What happens with waiting periods when premiums are not paid:
- 9.3.3.1. If you do not pay a premium at any time, your cover in terms of this policy will be suspended/lapsed and you will have no cover (subject to 11.2 below).
- 9.3.3.2. If you make a payment, and we accept any further successful premium payments, the policy will reinstate and the waiting period/s will restore from the date we receive the premium/s until such time as we have successfully received the required number of premium payments as noted in 9.3.2 above, this is further subject to 11.2 below.

## 9.4. How do You claim Your insurance benefits?

9.4.1. It's simple, **CALL US on 0861 990 000** and We will guide You through the process.

9.4.2. Process for **ACCIDENTAL INJURY CASH BENEFIT** claims:

- a. You will be required to provide us with a completed claim form, a clear certified copy of the insured persons ID document (who received treatment whilst admitted to hospital), as well as the specific medical information We require to process Your claim (refer 9.2 above for the time period in which to do so).
- b. 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. That medical information must contain at least the following information:
  - the date and time of the insured person's admission into, and discharge from, the hospital/clinic;
  - contact details of the hospital;
  - the final diagnosis of the accidental injury/s and the reason for the time spent in hospital;
  - all medication and treatment administered to the insured person;
  - details of any procedures the insured person underwent; and
  - the long-term prognosis for the insured person's injuries.

Please note that where an incident was reported/or should be reported to the South African Police Services (SAPS); We could require You to provide us with a copy of the police or accident report.

9.4.3. Process for **DEATH BENEFIT** claims:

- a. You will be required to provide us with a completed claim form, as well as the specific documents/information listed below.
- b. Specific claim validation documents/information that must be submitted to us:
  - A certified copy of the deceased's ID;
  - A certified copy of the death certificate;
  - A copy of the notification of death form completed by a doctor (otherwise called a DHA-1663/DHA-1680 form);
  - A letter of executorship/authority when the benefit is payable to an estate;
  - A copy of the police report (for accidental death claims only); and
  - A copy of the motor vehicle accident report, if applicable (for

motor accident death claims only).

In addition to the above specific documentation/information required; if a claim is submitted by Your Spouse, then We will require:

- A copy of Your spouse's ID; and
- A copy of the marriage certificate.

When there is no Spouse, then We will require:

- A copy of the ID of the person claiming;
- An affidavit by the person claiming confirming they are the sole dependant of the deceased or in circumstances where they are not the sole dependant, a supporting affidavit by another member of the deceased's family confirming that the claimant is authorised to make the claim.

- c. We reserve the right to request additional supporting documents at any time if We are unable to validate the claim with all the information requested above.
- d. **IMPORTANT:** You should ensure that Your spouse and Your family members are aware of this Policy and how they can claim in the event of Your death.

- 9.4.4. Process for PAYMENTS BACK ON YOUR DEATH BENEFIT claims:
  - a. For the premium cash back benefit, there must be a valid death benefit claim paid out on Your death. **To be clear, this benefit can only be claimed if the main insured (You) pass away and not if the policy is terminated for any other reason.**
- 9.4.5. If We approve Your claim; You or any other 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 details, as well as the Bank date stamp.
- 9.4.6. All costs incurred in submitting a claim are for Your account.
- 9.4.7. Your claim documents can sent to us by any of the methods below:

#### **THE UNLIMITED – CLAIMS DEPARTMENT**

Postal Address: Private Bag X7028, Hillcrest, 3650  
Physical Address: 1 Lucas Drive, Hillcrest, 3610  
Email Address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)  
Fax Number: 086 206 4069

- 9.4.8. Failure by You to comply with our reasonable requests, non-cooperation in the investigation of claims or the submission of specific claim documents/information may result in the

rejection of Your claim by the Insurer.

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

## 9.5. Who will We pay?

9.5.1. We will pay You, by payment into Your South African Bank Account. If You have died, We can pay Your spouse or the executor of Your estate BUT they will need to give us proof of their status (for example, identity details or letters of executorship) (**see above**). Payment to any of them will discharge Our liability.

9.5.2. If the person We have to pay ("the beneficiary") does not live in South Africa, the insurer may make payment into a foreign bank account, however:

- i. the beneficiary will need to meet any requirements of the insurer; and
- ii. the claim will be paid to the value of the Rand amount and subject to any requirements by South African law and the laws of the country where the bank account is held.

9.5.3. Neither We nor the insurer will be responsible for meeting any legal requirements the beneficiary must meet to receive payment of a claim in South Africa or another country.

## 9.6. Claim rejections

9.6.1. If the insurer rejects Your claim, we will notify You of the rejection on their behalf; then You have **90 days** from the date of the notification of the decision to challenge the insurer's decision on a claim by writing to us or the Insurer with reasons and representations. If the 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 or Your claim will lapse.

9.6.2. There are some more important details in the KEY INFORMATION & DISCLOSURE DOCUMENT provided to You.

## 10. COVER EXCLUSIONS

Exclusions are specific items, losses or events that are not covered in terms of Your policy. These are specified below and it is important that You read and understand Your policy.

10.1. We will **NOT** pay a claim (note these are general exclusions that apply to all benefits):

- 10.1.1. if You participate in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
- 10.1.2. for loss which is a direct result of nuclear reaction or radiation;
- 10.1.3. for any events that occurred before We receive Your first premium

payable in terms of this policy;

- 10.1.4. if You fail to pay any premium on or before the due date of payment, subject to 11.2 below;
- 10.1.5. if Your claim is because of Your attempt to commit or willingly involving Yourself in any unlawful act (this can include, as an example, where You drive without a valid licence), any dangerous conduct, self-inflicted harm and/or substance abuse (for example, however not limited to, medication or illegal drugs, as well as alcohol and/or alcohol poisoning);
- 10.1.6. if you have committed fraud, or you have not told us the truth (see 8.1(ii) above) or you have not given us all your correct details including about your health (now or when you claim);
- 10.1.7. for children who are not financially dependent on you and for whom you are not the primary caregiver and/or over the age of 21.

**10.2.** In addition to the above general exclusions in 10.1 above, We will **NOT** pay a **LIFE COVER (DEATH CASH BENEFIT)** benefit claim:

- 10.2.1. if Your death or the death of an insured person is caused directly or indirectly because of any Pre-Existing Condition/s that relates to the claim (it is a condition You had or have before the Start Date of Your policy and includes any pre-existing illness, infirmity or congenital disorder (whether mental or physical)).

**IMPORTANT: More examples of excluded claims for death caused by pre-existing conditions:**

- i. treated for hypertension (high blood pressure) by a doctor BEFORE the Start Date of this Policy (this is a pre-existing condition) and as a result of the High Blood pressure dies of a stroke, seven or more months AFTER the Start Date of the Policy. If the hypertension is the cause of the stroke, the Insurer can reject the claim.
- ii. The insured person is diagnosed/treated or should have been treated by a doctor for diabetes BEFORE the Start Date of this Policy (it is a pre-existing condition) and dies of heart disease nine months AFTER the Start Date of the Policy. If the diabetes is the cause of the heart disease, the Insurer can reject the claim.
- iii. The insured person is diagnosed/treated or should have been treated by a doctor for HIV/AIDS BEFORE the Start Date of this Policy (it is a pre-existing condition) and dies of tuberculosis any time AFTER the Start Date of the Policy. If HIV/AIDS is the cause of the tuberculosis, the Insurer can reject the claim.

**Please note these are not the only examples but are included to show You how pre-existing conditions work.**

**10.3.** In addition to the above general exclusions in 10.1 above, We will **NOT** pay an **ACCIDENT CASH** benefit claim:

- i. if Your injuries are treated in a 'casualty unit', or if You are or should be an outpatient or a day case at a hospital;

- ii. if additional treatment and/or where treatment of another medical condition/medical complication caused and/or prolonged Your admission to hospital; and
- iii. if Your treatment was for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries and/or for any planned procedure (as examples, pregnancy related treatment or operations), and for treatment for congenital, mental or psychological conditions.

**10.4.** In addition to the above general exclusions in 10.1 above, We will NOT pay YOUR PAYMENTS BACK ON DEATH benefit claim:

- i. if there is no valid Death Cash Benefit Claim; and
- ii. only if the death claim is for you, the main member and policyholder.

## **11. GENERAL POLICY TERMS AND CONDITIONS (that apply to the entire policy)**

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.

**11.1.** 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 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.

### **11.2. Premiums:**

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:

**11.2.1.** 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:

- i. 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
- ii. if payment is not made in terms of (i) above, you agree that we may at our discretion try and collect from Your account for the next 3 months 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 see clause 9.3). 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.

- 11.2.2. 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.
- 11.2.3. 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.
- 11.2.4. The Unlimited makes use of NAEDO 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.
- 11.2.5. 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.

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

- 11.2.6. Any bank charges incurred as a result of the above will be for Your own account.
- 11.2.7. You will not have cover for unpaid months.

### 11.3. Cancellation of Policy:

- 11.3.1. 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](mailto:CUSTOMERCARE@THEUNLIMITED.CO.ZA).**

- 11.3.2. 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:
- a. Us notifying You immediately in writing of cancellation for fraudulent or dishonest actions or the Non-payment of

premium (Subject to 11.2.4 above);

- b. 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).

## 12. WHAT DO THESE WORDS MEAN WHEN USED IN YOUR POLICY?

Subject to all the terms and conditions of this Policy and the contract:

- 12.1. **"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.
- 12.2. **"accident cash benefit"** means the cover payable by the Insurer in the event You or an insured person covered under the policy being admitted to hospital as a direct result of an accidental injury.
- 12.3. **"accidental injury"** means an injury sustained as a direct 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 such periods and which injury could not have been attended to as an out/day patient or at home.
- 12.4. **"acquired immune deficiency syndrome/AIDS"** has the meaning assigned 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.
- 12.5. **"accidental death"** means the death of an insured person as a direct result of an accident. In cases of accidental death, a post-mortem and an inquest are held.
- 12.6. **"additional treatment"** means any treatment You or any other 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.
- 12.7. **"children/child"** means Your biological children, stepchildren, adopted children and children who are related to You by blood where You are their primary care giver because the biological parents are deceased or have absconded. The Child should usually live with You, be financially dependent on You and under the age of 21.
- 12.8. **"Life cover/death cash benefit"** means the cover payable by the insurer in the event of Your or any other insured person's death (natural or accidental) from any cause not excluded in the policy.
- 12.9. **"insured event"** means a single accident which results in an insured person's admission/s to hospital because of an accidental injury or death (accidental or natural) from any cause not excluded under this Policy.
- 12.10. **"insured person"** means You, Your spouse and/or any child who is covered under this insurance policy.
- 12.11. **"natural death"** means the death, from any cause not excluded, of an insured person as a direct result of a natural cause such as a

medical condition/illness (e.g. cancer, stroke or heart attack). In cases of natural death an inquest is not held.

- 12.12. **“pre-existing condition”** means a condition (for example, mental, physical injury and illness) which existed prior to the original inception (Start Date) of Your cover or reinstatement or reissue date of Your policy and for which You have (or should have) been to a doctor for treatment. This condition would not have a short-term cure (for example, an acute condition like a cold or flu), and needs ongoing treatment or medicine (for example, a chronic condition like hypertension, diabetes, cancer, heart condition, congenital condition or HIV/AIDS and related illnesses).
- 12.13. **“premium”** means the monthly amount payable to the insurer for the cover.
- 12.14. **“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.
- 12.15. **“waiting period”** means the period specified in this Policy during which We need to collect a specified number of successful premiums from You before You are entitled to claim under the Policy.
- 12.16. **“We/Us”** means The Unlimited Group (Pty) Limited acting on its own behalf or on behalf of the insurer. We provide intermediary and binder services in respect of this policy.
- 12.17. **“You/Your”** means the policyholder under this Policy.

**STATUTORY DISCLOSURE NOTICE IN TERMS OF THE POLICYHOLDER PROTECTION RULES (LONG-TERM INSURANCE ACT, IN PARTICULAR AS REQUIRED BY RULE 11.5) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT ("FAIS")**

**THIS IS NOT YOUR POLICY DOCUMENT BUT HAS IMPORTANT INFORMATION ABOUT YOUR POLICY, ITS BENEFITS AND HOW IT WORKS. THIS SERVES AS EVIDENCE OF THE FACT YOU HAVE AGREED TO THE COVER PROVIDED IN THE POLICY.**

**YOU MUST READ THIS AND KEEP IT SAFE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL US ON 0861 990 000.**

There are certain facts we are obliged to disclose in terms of legislation, to ensure you not only know about it, but understand it as well. The most important objective of these obligations is to ensure you, the Policyholder, have full knowledge of the financial service providers involved in delivering the service to you, the extent of your cover, the premiums and how you can claim.

**1. DETAILS OF THE INTERMEDIARY (BINDER HOLDER)**

Company Name:	<b>The Unlimited Group (Pty) Ltd</b> (The Unlimited)
Physical Address:	1 Lucas Drive, Hillcrest, 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 Ingle
Postal Address:	PO Box 12662, Die Boord, Stellenbosch, 7613
Telephone Number:	021 883 8000
Fax Number:	021 883 8005
Email Address:	<a href="mailto:cingle@moonstonecompliance.co.za">cingle@moonstonecompliance.co.za</a>

**2. DETAILS OF THE INSURER**

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

Company Name:	<b>Centriq Life Insurance Company Limited</b>
Physical Address:	The Oval, 2 <sup>nd</sup> Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2190
Postal Address:	PO Box 55674, Northlands, 2116
Telephone Number:	011 268 6490
Fax Number:	011 268 6495
Email:	<a href="mailto:info@centriq.co.za">info@centriq.co.za</a>
Website:	<a href="http://www.centriq.co.za">www.centriq.co.za</a>
Company Registration Number:	1943/016409/06
FSP License Number:	7370

Details of Compliance Department:

The Compliance Officer is contactable on:

Telephone number: 011 268 6490

Email address: [compliance@centriq.co.za](mailto:compliance@centriq.co.za)

Details for Complaints:

In the event of a complaint, please contact the Complaints Management Team at the numbers above, or send us an email using the below email addresses.

Email: [faiscomplaints@centriq.co.za](mailto:faiscomplaints@centriq.co.za)/[complaints@centriq.co.za](mailto:complaints@centriq.co.za)

### 3. THE INTERMEDIARY AND BINDER HOLDER

a.	<b>Conflict of Interest</b>	In accordance with our conflicts 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 <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>Basis of Advice</b>	<b>The Unlimited does not provide Advice as defined in the FAIS Act</b> 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.
d.	<b>Written mandate to act on behalf of insurer</b>	Yes. The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the insurer.
e.	<b>Consequences of non-payment of premium</b>	You are required to pay the premium as agreed and in accordance with the payment terms reflected in your policy schedule. <b>The consequences of non-payment of the Premium will be that cover will lapse (i.e. you will not be covered).</b> You will be entitled to a grace period of 15(fifteen) days after the due date (except in the first month) in which to pay your premium. Kindly note that such provision for 15(fifteen) days grace will only apply with effect from the second month of the currency of the policy.
f.	<b>Whether more than 10% of the insurer's shares are held or whether more than 30% of total remuneration was received from the insurer</b>	The Unlimited does not hold more than 10% of the 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 insurer.
g.	<b>Binder fees and of commissions earned</b>	The Unlimited earns a maximum of 42% of the gross written premium payable monthly as a Binder fee. The Unlimited earns the statutory regulated commission up to 3%, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act.

h.	<b>Waiver of Rights</b>	No financial services provider may request, or induce in any manner, a client to waive any right or benefit conferred on the client by or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.
i.	<b>Financial Intelligence Centre Act (FICA)</b>	Please note that in terms of the Financial Intelligence Centre Act, Centriq Life Insurance Company Limited, as well as The Unlimited, is obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities.
j.	<b>Legal Status</b>	<p>The Unlimited is an authorised financial services provider (FSP21473).</p> <p><b><u>License limitations, restrictions:</u></b></p> <p>We must inform the Registrar of any business information change within 15-days.</p> <p>We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</p> <p>We accept responsibility for services provided by our representatives and confirm that some services are rendered under supervision – <b>Please refer to the FSCA’s webpage to view a full list of our representatives.</b> Steps to follow:</p> <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.”; and</li> <li>6. Click on “Details” and select the information that you wish to view.</li> </ol> <p>We may not provide business under a name not changed in accordance with the provisions of the FAIS Act.</p> <p>Our products must qualify as financial products, as contemplated by the FAIS Act.</p> <p>We are licensed to provide intermediary services in respect of category 1.1, 1.3 and 1.20.</p>

#### 4. IMPORTANT INFORMATION ABOUT YOUR POLICY

a.	<b>Extent of premium obligations you assume as policyholder</b>	<p>The premium for the Cover of the main member and spouse is <b>R52.65 per month</b>. If you include children (max. 5) on this Policy, the additional premium for the Cover will be an amount of <b>R31.75 per month</b>.</p> <p>This policy renews monthly on payment of the applicable premium. There is no automatic increase</p>
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		in the premium amounts. Any increase will be on 31 days' notice to you.
b.	<b>Manner of payment and due date of premiums, as well as Start Date of your Cover</b>	<p>See Insurance Policy and/or Master Agreement. Due Date is as agreed by customer at time of acceptance (on your call log or Application form). As soon as we have received your first premium you will be covered. This means you can claim on the Policy benefits, except if there is a waiting period.</p> <p>All calls are recorded and a copy of the call log is available on your request.</p>
c.	<b>Type of Policy (general explanation)</b>	The policies written constitute Long-Term insurance policies. This policy is a risk policy under life and health. Which means you have cover for when you the main member dies and for accidental health events and when you require telephonic assistance in medical emergencies. Please note it is not a medical aid and does not cover illness.
d.	<b>Nature &amp; Extent of the Policy Benefits</b>	<p>There is Cover for: Up to a maximum amount of R200 000.00 in the event of being hospitalised because of an injury caused in an accident (paid at R2 000 per day for up to 100 days).</p> <p>A lump sum payment in the event of an insured person's death.</p> <p>A lump sum payment equivalent to all payments made in the event of the main member's death.</p>
e.	<b>Exclusions and limitations to the Policy Benefits</b>	<p><b>The following Exclusions apply to all the Policy Benefits:</b> If the insured event happens because of an insured person's participation in war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack; a loss which is a direct result of nuclear reaction or radiation; for any insured events that occurred before we receive the first premium payable in terms of this agreement or if you fail to pay any premium on or before the due date for payment; if the claim is because of an insured's attempt to commit or willingly involving themselves in an unlawful act (e.g. driving without a licence), dangerous conduct, self-inflicted harm and/or substance abuse (for example, drugs and alcohol). If an insured person has committed fraud, or has not told us the truth about the insured event or has not given us all the correct details including about their health (now or when they claim).</p> <p>The following exclusions also apply in the event of the Accidental Injury Cash Benefit: If the insured person's injuries are treated in a 'casualty unit', or if you are or should be an outpatient or a day case at a hospital; if additional treatment and/or where treatment of another medical condition/medical complication caused and/or prolonged the insured's admission to hospital; if the insured's treatment was for pain relief, physiotherapy and/or traction, soft tissue injuries</p>

		<p>including all admissions for the treatment of sprain and strain injuries and/or for any planned procedure (as examples, pregnancy related treatment or operations), and for treatment of congenital, mental or psychological conditions.</p> <p>The following exclusions apply in the event of the Death Benefit: If the insured person's death is caused directly or indirectly because of a <b>Pre-Existing Condition</b> that relates to the claim.</p> <ul style="list-style-type: none"> <li>• Claims for (A) Natural Death and (B) Natural death resulting from venereal disease, Acquired Immune Deficiency Syndrome (AIDS), or HIV or AIDS-related complications, regardless of how you got the illness or if it may have caused further problems such as tuberculosis, gastroenteritis, multiple organ failure, hepatitis, stroke, immunocompromised system or pneumonia:</li> <li>• For you and dependants, the waiting period (see 9.1.1 above) starts from first payment, ends after 12 payments. (Same for new dependants added, starting from date added to the policy.) Death benefit starts after the 12<sup>th</sup> payment.</li> </ul> <p>NOTE: If you get any of the conditions mentioned in (B) above, after the start date of this policy, and if the waiting period is met, you are covered.</p> <ul style="list-style-type: none"> <li>• <b>IMPORTANT: If this policy/cover suspends due to non-payment of premium/s and You start paying again, the policy will start again and the waiting period/s will continue again from the last month cumulatively until the minimum 12 premium payments have been received of the policy commencing.</b></li> </ul>
f.	<p><b>Any representations made by or on behalf of you, the policyholder, to us or to the insurer which were regarded as material the assessment of the risks under the policy</b></p>	<p>Age limitations.</p>

## 5. HOW TO AMEND/CANCEL YOUR POLICY OR REQUEST INFORMATION

Please contact us on **0861 990 000**, should you wish to amend your policy, take out additional cover, cancel your policy or require further information.

Alternatively, you may use the following channels to communicate with us:

Postal Address: Private Bag X7028, Hillcrest, 3650

Email Address: [info@theunlimited.co.za](mailto:info@theunlimited.co.za)

Fax Number: 0865 009 307

## 6. HOW TO CLAIM

Should you wish to claim, please call us on **0861 990 000** and we will provide you with the necessary claim forms and a list of information/documents that we require. You must notify us **within 30 days** of your claim arising and provide us with all the documentation and information we ask for, so that we can accurately assess your claim.

Claim documentation can be sent to us via any of the following channels:

### THE UNLIMITED – CLAIMS DEPARTMENT

Postal Address:	Private Bag X7028, Hillcrest, 3650
Physical Address:	1 Lucas Drive, Hillcrest, 3610
Email Address :	<a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a>
Fax Number:	086 206 4069

**IMPORTANT:** Please ensure that all documents/information requested is comprehensive/complete, as we cannot finalise a claim without this information. Failure to provide us with the required claim validation information, could result in the insurer rejecting the claim, treating the claim as not taken up/ close your claim. Please note that all copies of Identity Document's submitted must be certified.

Should you wish to dispute the rejection of a claim, you are entitled to make representation to the insurer within **90 days** of such decision. If the insurer still declines your claim and you may want to approach Long-term Ombud or start a legal process, you have an additional **180 days** to do so, or your claim will lapse. Please send in writing, with full motivation for your claim rejection review, for the attention of The Complaints Officer Centriq Life Insurance Company Limited:

Postal Address:	PO Box 55674, Northlands, 2116
Email:	<a href="mailto:claims@centriq.co.za">claims@centriq.co.za</a>
Telephone Number:	011 268 6490
Fax Number:	011 268 6495

Effectively the prescription time frame is **9 months** in total.

## 7. HOW TO SUBMIT A COMPLAINT

### Step 1: Initial Complaints Process

If you have a complaint about this 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**.

### 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:

- We will treat such request as a dispute of complaint submitted;
- 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
- When a decision has been reached, you will be provided with the outcome of such decision in writing, with reasons for the decision reached.

### Step 3: Representation to The 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 Centriq Life Insurance Company Limited in writing, by addressing your concerns to:

The Complaints Officer:

Telephone: 011 684 6490

Email: [claims@centriq.co.za](mailto:claims@centriq.co.za) (Dispute of Rejection)

Email: [complaints@centriq.co.za](mailto:complaints@centriq.co.za) (Complaint)

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

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

If you are not satisfied with the outcome of our dispute resolution process, or if our feedback provided to you is not in your favour, then you have the right to have such a 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: 3<sup>rd</sup> Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town, 7700

Fax number: 021 674 0951

Telephone number: 021 657 5000

Share call number: 0860 726 890

Email: [info@ombud.co.za](mailto:info@ombud.co.za)

Website: [www.ombud.co.za](http://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: Kasteel Park Office Park, Orange Building, 2<sup>nd</sup> Floor, c/o Nossob & Jochemus Street Erasmus Kloof, Pretoria, 0048

Telephone number: 012 470 9080 or 012 762 5000

Fax number: 012 348 3447 or 012 470 9097

Email: [info@faisombud.co.za](mailto: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 110 443/0800 202 087

Fax: 012 347 0221

Email: [info@fsc.co.za](mailto:info@fsc.co.za)

Website: [www.fsc.co.za](http://www.fsc.co.za)

## **8. OTHER IMPORTANT MATTERS**

- You must be informed of any material changes to the information referred to herein. If the information was given orally, it must be confirmed in writing within 31 days.

- If any complaint to the Financial Services Provider, or the insurer, is not resolved to your satisfaction, you may submit the complaint to the Long-Term insurance Ombudsman or the FAIS Ombud.
- If your 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; and
  - The insurer must inform you at least 31 days before the cancellation thereof, in writing, of its intention to cancel cover.
- Your insurer must give reasons for rejection of your claim.
- Your insurer may not cancel your insurance merely by informing your Financial Services Provider. There is an obligation to make sure that the notice has been sent to you. You are entitled to a copy of the policy documents free of charge.
- You are entitled to a copy of the voice log of the sale.
- Polygraphs or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention on 0861 990 000.
- Your policy documents contain the name, class and type of 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.

## **9. WARNING**

- Do not sign any blank or partially completed application form.
- 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 arising from your contract of insurance.

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

- In terms of South African law, your insurer/underwriter may reveal or share information in order to prevent fraud and to issue your policy fairly.
- It is recorded that information relating to the parties to this Long-Term 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, or this agreement will be stated in the Policy.

## **11. THE POLICYHOLDER ("YOU") HEREBY WARRANT AND UNDERSTAND THAT THE INSURER ("WE") AND THE UNLIMITED, INCLUDING OUR AUTHORISED REPRESENTATIVES MAY:**

### **11.1. Collect Information:**

- a. We, including our authorised agents, advisors, 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 hereby waive your right to privacy with regard to your insurance/claim and credit information obtained by Us or our authorised agents, advisors, partners and service provider/contractors;

- c. You acknowledge that any insurance 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 policy, or the meeting of any claim you may submit. You agree that such information may be given to any insurer or its agent and Our authorised agents, advisors, partners and service provider/contractors;
- d. You acknowledge that the Information may be verified against legally recognised sources or databases;
- e. Your information will be confidential and will be processed in accordance with this warranty, it is necessary to conclude or perform in terms of the contract with you, the law requires it, or our or a third parties lawful interest is being protected or pursued;
- f. We, including our authorised agents, advisors, partners and service provider/contractors, may process your 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;
- g. The processing of information includes the collection, storage, updating, use, making available or destruction thereof; and
- h. 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 it as a result of you not having the required authorisation.

#### 11.2. 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
- 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 (like a cheque) and payment instructions (like a debit order);
- i. To create, manufacture and print payment instruments (like a cheque) and payment devices (like a debit card);
- j. To do affordability assessments, credit assessments and credit scoring;
- k. To manage and maintain your insurance policy or relationship with Us;
- l. To disclose and obtain information from credit bureau regarding your credit history;
- m. To enable you to participate in the debt review process under the National Credit Act 34 of 2005, where applicable;
- n. For security, identity verification and to check the accuracy of your information;
- o. To communicate with you and carry out your instructions and

requests;

- p. For customer satisfaction surveys, promotional and other competitions;
- q. To market to you or provide you with products, goods and services;
- r. To carry out actions for the conclusion or performance of your policy/claim;
- s. To protect your legitimate interests and to pursue Our legitimate interests or of a third party to whom your information is supplied;
- t. We can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law; and
- u. 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.

11.3. 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 34 of 2005;
- c. Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions;
- d. Insurers, brokers, 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 under the law 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; and
- h. Persons to whom we cede our rights or delegate our obligations to under agreements.

## 12. YOUR RIGHTS

You have the right to access the information we have about you by contacting the 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 no longer authorised to be kept. 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, however, we will continue to process your information if permitted by law.
- d. You have the right to file a complaint with Us or the Information Regulator, once established, about an alleged contravention of the protection of your information.

### 13. COOLING-OFF RIGHTS

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, via written notification, within 31 days after the later of the receipt of this disclosure document or the policy summary, or from a reasonable date on which it can be deemed that you received this disclosure document or policy summary. The product supplier will refund all premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed by yourself or any market loss. The product supplier will comply with your request for cancellation within 31 days after the product supplier receives your cancellation notice.