

# ALL YOUR PRODUCT BENEFITS UNPACKED.



Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

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

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## LIFE INSURANCE POLICY ("POLICY")

### GENERAL TERMS & CONDITIONS FOR THE POLICY

#### IMPORTANT, PLEASE READ CAREFULLY

1. Your use of the insurance benefits is always subject to the terms and conditions of this policy, statutory notices, amendments, endorsements and addendums issued by us in terms of the policy; and must be read together with, and shall form a part of, this policy.
2. The policy is issued to you at your own request and without us providing you with any advice, we only provide factual information. Please read it carefully and ensure that it is appropriate to your needs. If not, please contact us. Also see **CANCELLATION OF YOUR POLICY** below.
3. If this policy, or any part of this policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, insurance benefits and terms and conditions.
4. Neither the Insurer, Legal and Tax Services (Pty) Ltd (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 attorney), notwithstanding any mistake, error of judgment or negligence. In addition, we will not be responsible for any loss, damage or interest that you may allege was caused by repudiation of a claim or any delays in not approving a claim under the policy.

#### ACCURACY OF INFORMATION

It is very important that you give The Unlimited, LTS and the Insurer honest and accurate information at all times. If you give The Unlimited, LTS and/or the Insurer false or incorrect information, your policy may be invalid or you may not be covered. The information you have given us 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 you or on your behalf is your responsibility.

If any claim or part thereof under this policy is in any way fraudulent, or if any fraudulent means or devices are used by you or anyone acting on your behalf, providing information regarding the claim for you, to obtain any insurance benefit under this policy (whether successfully, or not), or if any event is caused by or arises out of your intentional conduct, or any person acting on your behalf with your connivance; and/or any fraudulent information and/or documentation, whether created by you or any other party is provided by you or anyone acting on your behalf or with your connivance to us in substantiation or support of any claim under this policy and whether or not the claim itself is fraudulent; and/or if the quantum, in whole or part, of any claim is exaggerated by any degree whatsoever by you or anyone acting on your behalf or with your connivance, for any reason whatsoever and whether or not the claim itself is fraudulent, then any and all insurance benefits afforded in terms of this policy in respect of such claim will be forfeited and we will have no liability whatsoever to you in respect of such claim in its totality.

If the Insurer, LTS or The Unlimited fail to enforce any provision strictly or at all, this does not mean that we waive any of our rights thereto, nor does it mean that we may not enforce it thereafter.

**Please note:** in the event that we are unable to successfully verify your identity, we will void your policy from the start date and there will be no agreement between you and us. This means that your policy never started, and you will have no cover.

## GENERAL DEFINITIONS (what these words mean when used in this policy)

Subject to all the terms and conditions of the policy:

1. **attorney** means the lawyer or other appropriately qualified person appointed by LTS to represent you.
2. **child/ren** means your biological children, stepchildren, adopted children and children who are related to you by blood or a legally recognised relationship. The child/ren must be under the age of 21 and totally financially dependent on you. If you have chosen to cover your child/ren, this means that from the date you add a child to this policy and throughout the lifetime of this policy, you (the policyholder) are totally responsible for the livelihood of your child/ren and pay for their food, medicine, shelter and clothing.  
**IMPORTANT:** You may add your child/ren to this policy from the day they are born alive (and up to the age of 21). The maximum number of children that you may add is 5 (five). You must provide The Unlimited with the name, surname and dates of birth of your child/ren and your child/ren must be on record to be covered under this policy. Failure to provide The Unlimited with your child/ren's details can result in the repudiation of a claim, or the Insurer voiding the policy or parts thereof.
3. **due date** means the date of your premium deduction every month (your salary pay date).
4. **fact/s** means all relevant facts (circumstances, acts and omissions) which relate to a proceeding relating to your legal rights.
5. **grace period** means the period of 15 (fifteen) days following a failed premium collection (calculated from the premium due date) within which you can make a payment to us. During the grace period, all insurance benefits will remain in force. In the event of a claim occurring during the grace period, if the claim is approved, you authorise us to deduct all outstanding premiums from the claim cover amount.
6. **insured event** means all the acts or omissions forming the facts which may lead to a proceeding, from any cause not excluded under this policy.
7. **insured person** means you, your spouse and/or any child who is covered under this policy. They must be South African citizens or, if they aren't, they must have residential rights in South Africa or be in possession of a valid work permit or other permit, which allows them to remain in South Africa on a long-term basis as required by the Immigration Act.
8. **Insurer** means Centriq Insurance Company Limited (Reg. No. 1998/007558/06), a licensed non-life insurer and authorised financial services provider (FSP No. 3417), the company which provides you with your insurance benefits (please see "**THE INSURANCE BENEFITS**" listed below) and which receives the premium every month.
9. **legal fees** means reasonable attorney's fees, costs and disbursements of a proceeding necessarily incurred and in accordance with LTS's approved tariffs (see "**CLAIMS PROCESS CONDITIONS**" below).
10. **LTS** means Legal and Tax Services (Pty) Ltd, an authorised financial services provider (FSP No. 28566) and the non-mandated intermediary and binder holder that is responsible for the provision of the legal services and administration of claims in terms of the policy, which is underwritten by the Insurer.
11. **metropolitan areas** are the areas deemed to be within Cape Town, Durban, Gqeberha, Johannesburg and Pretoria.
12. **premium** means the amount payable to the Insurer every month for the insurance cover (the insurance benefits) under this policy. The premium is disclosed separately in the insurance benefits section of this policy.
13. **premium deduction** means the collection of your premium on the due date every month. The collection method will be via Persal (the National and Provincial Government's personnel salary system).
14. **proceeding** means the pursuit or defence of a single civil or labour matter or the defence of a criminal matter before 1 (one) single South African court of law (Magistrate's Court or higher), the CCMA, Bargaining Council, or the Labour Court (excluding private arbitrations). The policy may not cover any step in the proceeding that involves or relates to any event which needs to take place (in part or whole) outside the Republic of South Africa.
15. **spouse/partner** means a named person who you are married to by civil law,

tribal custom or in terms of any religion. This includes your life partner. Your spouse or life partner must live with you in South Africa and you must be interdependent on each other. When we use the word "partner", we refer to your spouse (as described above) or your life partner, whomever is named on your policy.

**PLEASE NOTE:** The union or life partnership between you and your spouse must be before the date of the facts giving rise to a claim.

16. **start date** means the date of your first successful premium deduction and is the date on which all your insurance benefits are available (subject to waiting periods).
17. **waiting period** means the period specified in this policy/the **INSURANCE BENEFITS** section during which we need to successfully collect a specified minimum number of premiums from you before you are entitled to claim under this policy. Please note, the specified minimum number of premium deductions required to meet the waiting periods start from when a person is added to the policy and cover for the applicable insured person will also only begin once the Insurer has received the required minimum number of premiums for that person.
18. **we/us/our** means The Unlimited Group (Pty) Limited. We are authorised by the Insurer to market the policy as the non-mandated intermediary. The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP No. 21473).
19. **you/your** means the policyholder and includes additional dependants, where applicable.

### HOW WILL WE COMMUNICATE WITH YOU?

1. We will communicate with you via email, SMS or WhatsApp, using the cell phone number and/or email address you provided The Unlimited when you took out this policy. This will be the agreed method of giving you any notice required by the policy or by law.
2. **We will always communicate with you using your last known details (including the details of your dependants and beneficiary, where relevant) to fulfil your policy cover and to process any claims you may have. If any of your contact details change, please call us immediately on 0861 990 000.**

### FOR COMPLAINTS AND COMPLIANCE

1. It is important 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.
2. If you are still not happy, then refer to '**HOW TO SUBMIT A COMPLAINT**' in the **STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS** section below.

### PAYMENT AND NON-PAYMENT OF PREMIUMS

It is your responsibility to pay your premium every month or you will not be covered.

1. **Payment of premiums:**
  - 1.1. **If you are a Government employee and have given us your Persal number:**
    - 1.1.1. you have authorised your employer to deduct the premium from your salary via Persal (National and Provincial Government's personnel salary system);
    - 1.1.2. you agree that, should any changes in terms of this policy resulting in either the cancellation of the policy or an increase in premium be required, such changes need to be communicated to Persal first and the change may only be effective up to 60 days later. This means that you may have another premium deduction before the change is effective.  
**For example:** if an instruction to cancel this policy is received by Persal on the 25th of June, the cancellation may only be effective up to 60 days later during the following month, or the month after in August (and the premium will still be

deducted from your salary in July).

- 1.2. The premium is due in advance and this policy will not be binding on us or the Insurer until your first successful premium deduction.
- 1.3. This policy is month-to-month. It will renew on the same terms each time your premium deduction is successful.
2. **Unpaid premiums:**
  - 2.1. If the Insurer does not receive the premium by the agreed due date every month, you will have NO cover. **The arrear (missed) premiums will not be deducted from your salary.**
  - 2.2. You have a grace period of 15 (fifteen) days, calculated from the due date within which to make a manual payment to us. During the grace period, all insurance benefits will remain in force. However, in the event of a valid claim occurring during this period, the outstanding premium can be deducted from the claim settlement amount. If we do not receive payment within the 15 days, you will not have cover.  
**Example: premium due date is the 1<sup>st</sup> of May. If you miss a premium deduction, you will only have until the 16<sup>th</sup> of May to make a manual payment to us. If you don't, you will not have cover.**
3. **Debit order collections of premiums:**
  - 3.1. If the Government is unable to deduct the premium in favour of the Insurer from your salary via Persal, you have authorised us to deduct the premium from any of your bank accounts which you have given us. Your debit order will be presented to your bank on the same day as the due date unless you reject the request from your bank to authenticate your debit order mandate. If you suspend your DebiCheck authentication this will result in no cover under the insurance benefits.
  - 3.2. In the event of your debit order being unsuccessful, we use a tracking system that allows us to process your debit on another date if need be to improve the likelihood of a successful debit order collection. This allows you to keep your policy active, but it remains your obligation to see that all premiums are paid manually when any collection of premiums fail.
  - 3.3. If your premium is not received, or if you reject or suspend the DebiCheck authentication of your debit order mandate after the start date of this policy, this will not automatically result in the cancellation of your policy, and we will still be entitled to present the debit order for collection. You agree that we may, at our discretion, try and collect further monthly premiums from your account in accordance with the law, including rules prescribed by the Payments Association of South Africa. The grace period of 15 (fifteen) days will apply from the date of each missed premium.
  - 3.4. If any further attempts to collect your premium fail, we reserve the right to cancel your policy immediately. We will notify you when this happens. If we successfully debit your bank account again, the date of that collection will be the new due date.
  - 3.5. Any bank charges incurred because of failed collections will be for your own account.
  - 3.6. **IMPORTANT:** your premium may be collected on a different date from the due date because of a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
  - 3.7. If you dispute your monthly debit order with the result that the debit order is reversed by your bank, and provided the debit order mandate is not cancelled, we may, subject to the terms of this policy, resubmit the debit order mandate for collection in the month following the dispute/s.

#### **AMENDMENTS TO COVER OR PREMIUMS**

1. **We reserve the right to amend, add or change the premium, insurance benefit waiting period or terms and conditions of this policy, including your cover, by giving 31 days' written notice to you of our intention to do so.**
2. Any variations and/or changes, referred to above, including any premium

rate adjustment will be binding on you and can be applied at any time to the existing terms and conditions after 31 days' notice of these changes have been sent to you, but please remember that it may still take up to 60 days from the date of communication to you to become effective.

3. If you choose to cancel your policy during the 31 day-notice period of amendment to the policy, you will not be entitled to a refund of premiums already paid.

### WHEN DOES YOUR COVER START AND WHEN DOES IT AUTOMATICALLY END?

1. On receipt of your first premium by the Insurer, your policy will start (the start date). The start date of your policy will be the date of your first successful premium deduction. **Please note:** the instruction for your first premium deduction will need to be communicated to Persal first and your start date may only be effective up to 45 days later. This means that you may only have your first premium deduction in the following month/s.  
**For example:** if an instruction for your first premium deduction is received by Persal on the 25th of June, your first premium deduction may only happen up to 45 days later during the following month, or the month after in August (and the start date of your policy will only happen on the date of that first premium deduction).
2. You are entitled to your insurance benefits from the start date, subject to any waiting period that may apply.
3. If you miss a premium deduction and the Insurer receives your next insurance premium, at a later date, your policy will re-commence on receipt of that next premium and the balance of any waiting period will be taken into account.
4. Should a claim occur within a waiting period (where applicable) there will be no refund of premium/s and no payment of the claim.
5. If you are unsure when your cover starts, please contact us to confirm the start date of your policy.
6. You must be under the age of 65 to be covered under this policy. The policy will automatically end when you turn 70 or immediately on the death of the policyholder.
7. Any insurance benefits that apply to your dependants will also end should this policy end for any reason or when your dependants:
  - 7.1. in the case of children, turn 21; and
  - 7.2. in the case of adults, turn 70.

### CANCELLATION OF YOUR POLICY

1. You can cancel your policy at any time. Call us on 0861 990 000 or email us on [customercare@theunlimited.co.za](mailto:customercare@theunlimited.co.za). Please remember that your cancellation may take up to 60 days to take effect.
2. There is a cooling-off period of 14 days (calculated from when you received these terms and conditions OR from a reasonable date on which it can be deemed that you received them) within which you can cancel and receive a refund, **BUT ONLY IF YOU HAVE NOT USED** any of the insurance benefits. Cancellation of your policy will include cancellation of ALL your insurance benefits.
3. The Insurer can cancel or void the policy (or sections thereof) at any time if you do not fulfil your duties under this policy or if you misrepresent material facts, are dishonest or fraudulent in your actions, by the Insurer notifying you immediately in writing of cancellation/voidance for fraudulent or dishonest actions or the non-payment of premiums.
4. The Insurer may cancel this policy in writing by giving you 31 days' notice (or such other period as may be mutually agreed and/or otherwise prescribed by this policy).
5. When this policy is cancelled (by you or by the Insurer) and no further premiums are received by you, all cover and benefits under it will end from the date it is cancelled.
6. If your policy is cancelled, or upon the removal of a spouse or a child from the policy, and you already have a claim which has been approved, LTS will pay the legal fees incurred for the authorised proceeding in accordance with the approved tariff by them.

## TRANSFER OR CASH-IN

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

## REPLACEMENT INSURANCE

We do not provide financial advice to customers. If this policy, or any part of this policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, insurance benefits and terms and conditions.

## CLAIMS PROCESS CONDITIONS

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

### 1. When can you claim?

- 1.1. As soon as the Insurer has received your first premium (the start date), you are entitled to cover and to claim your insurance benefits if an insured event occurs; however, if there is a waiting period, you or any person insured, will not have cover until the waiting period has ended. You can further only claim for the insurance benefits covered if the Insurer receives your premium every month; and if you comply with all the terms, conditions, limitations and exclusions contained in this policy.  
**PLEASE NOTE:** Where the insurance is varied or extended, the insurance provided by any additional benefit, special clause, variation and extension, schedule or addendum is subject to the terms, conditions, exclusions and limitations of this policy from the date of change.
- 1.2. **The facts and the proceeding must all take place and be pursued exclusively within the Republic of South Africa, the insured event must be after the start date and an exclusion must not apply.**

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

- 2.1. You must notify us within 90 days of you becoming aware of the first fact giving rise to a claim. We and LTS may not accept late notification.

### 3. How do you claim your insurance benefits?

- 3.1. It's simple, CALL US on 0861 990 000 and we will guide you through the process.
- 3.2. Please complete a claim sheet in full, as requested by LTS, with all supporting information and evidence required to prove your claim, for example, witness statements, expert reports, documents, recordings, transcripts, etc.
- 3.3. You must give LTS a copy of any legal documents which you receive that require your compliance (e.g. summons, dismissal letter from your employer, letter of demand etc). A copy must be given to LTS before any such notices lapse, otherwise your claim may be repudiated.
- 3.4. After LTS has received your fully completed claim sheet, they **have the right to request additional supporting documents at any time** should they feel that this information will be required or necessary to prove or defend your claim. If you do not provide further information within a reasonable period, normally 30 (thirty) days, your claim may be closed until such time as you comply. If at a later stage, the further information is received, the claim may be repudiated if the policy conditions are not satisfied, or you have no prospects of success.
- 3.5. **All costs incurred from submitting a claim are for your account.**

### 4. Alternative resolution for any claim:

- 4.1. LTS may instruct that an alternative course of action be followed before approving a claim, if such a course of action may lead to settlement or resolution of the claim without formal legal proceedings.
- 4.2. Rather than approving a claim, LTS may settle it by paying you (or the other party) a sum of money equal to, but not more than, the claim amount proven by either party.
- 4.3. If you disagree with any of the recommendations or instructions given by LTS, you may request in writing that their internal Complaints Officer or an attorney appointed by them, who reviews and decides on the matter, whose decision will be final and binding.



- 4.4. **There are some more important details which you will find in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section below. Please make sure you read and understand it and if you have any questions, please call LTS on the number provided.**
- 4.5. If LTS are not able to find an alternative resolution for your claim, and provided they have received the claim sheet (fully completed with all supporting information and evidence) and the attorney's opinion (if applicable), LTS will advise you within 7 (seven) business days thereof, in writing, whether the claim has been approved or repudiated.
5. **Claim approval and appointment of an attorney:**
  - 5.1. LTS are entitled to investigate each claim, and you grant them full authority and Power of Attorney to freely contact any person, take statements, and conduct whatever investigations they consider necessary.
  - 5.2. Cover cannot be approved orally or over the phone and must be authorised in writing.
  - 5.3. If your claim is approved, an attorney may be appointed to handle your proceeding. If you use an attorney from the LTS panel, all the legal fees will be covered in terms of their approved tariffs. While LTS often try their best in finding an attorney, they are not obliged to should your claim be on short notice or is outside of a recognised metropolitan area.
  - 5.4. You may wish to select your own attorney if you have prior approval from LTS. If you do select your own attorney, you will have to pay the attorney anything charged in excess of LTS's approved tariffs (similar to a doctor who charges above medical aid rates, where you have to pay the balance).
  - 5.5. The attorney acts on your behalf, and not on behalf of us, LTS and/or the Insurer. However, in order to provide this cover, we, LTS and/or the Insurer is entitled to all information relating to the case and exchanged between you and the attorney and you hereby grant Power of Attorney to LTS in this respect. You must communicate directly with your attorney. Claims and complaints against an attorney must be referred directly to the Legal Practice Council.
  - 5.6. You agree that the attorney can keep LTS fully informed at all times on the progress of your proceeding and let them have any information which may be relevant to whether your claim should continue to be covered or not.
  - 5.7. You may not change attorneys without the prior written consent from LTS, failing which, you will be personally liable for the legal fees of the new attorney. Furthermore, if you request the change and they approve it, any fees that are wasted or duplicated by changing attorneys will be for your personal account.
  - 5.8. You may not withdraw from the proceeding without first notifying LTS, failing which, you will be liable for all legal fees incurred since approval of the claim.
  - 5.9. If the other litigating party also has a policy with us, they can refer the case to the internal Complaints Officer or an attorney of LTS who will decide the matter as an expert and not arbitrator, and the decision will be final and binding on all parties. The Complaints Officer or an attorney appointed by LTS will decide what procedures are to be followed and must finalise the matter within 30 (thirty) days of referral, if possible.
6. **Settlement by attorney:**
  - 6.1. If, in the opinion of an attorney, a claim is at any time capable of being settled, you are required to cooperate and assist the attorney (as far as is reasonably possible) to resolve the matter.
  - 6.2. If a settlement offer is obtained, you must notify LTS immediately.
  - 6.3. If you unreasonably reject a settlement proposal that an attorney believes is fair and in your best interest, then cover may be withdrawn or your claim may be repudiated.
  - 6.4. If you accept a settlement with the recovery of legal fees, then any amount that is recovered on your behalf must be paid back to LTS.
  - 6.5. LTS does not pay the costs of the other litigating party in settled matters.

7. **Payment of legal fees and costs recovered:**
  - 7.1. You must notify LTS within 30 (thirty) days of receipt of any account received for legal fees by an attorney, failing which LTS may not be required to pay such fees.
  - 7.2. LTS is only obliged to pay legal fees in terms of their approved tariffs (see **Approved tariffs for legal fees** below) and at the conclusion of a proceeding.
  - 7.3. If legal costs are awarded in your favour or are otherwise recovered, such fees must be paid to LTS.
8. **Claim repudiations:**
  - 8.1. If cover is not approved and your claim is repudiated, you will be notified in writing, and LTS will provide detailed reasons for such a decision.
  - 8.2. If you wish to appeal the repudiation, you will have **90 (ninety) days from the date of the notification of the decision to you** to make written representations to LTS or the Insurer (complaints@centriq.co.za). LTS or the Insurer has 45 (forty-five) days from receipt of such written representation to notify you of their final decision.
  - 8.3. If the Insurer's decision remains unchanged, you have 180 (one hundred and eighty) days from the expiry of the above 90 (ninety) day period to:
    - 8.3.1. institute legal action (if you do not, you may no longer have any claim); and/or
    - 8.3.2. lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or the Financial Sector Conduct Authority.
  - 8.4. **There are more important details about this process in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section below.**
9. **Approved tariffs for legal fees:**

Legal fees will be paid according to the following conditions and as per approved tariffs, which may be amended from time to time by LTS and may be provided to you upon request. Amounts charged in excess of the approved tariffs are for your personal account.

  - 9.1. **Disbursements:** all reasonable disbursements necessarily incurred may be paid, provided such disbursements are taxable and do not exceed what would be allowed on taxation, excluding the costs of an interpreter, witness fees, or transcription of proceedings.
  - 9.2. **Advocates' fees:** advocates' fees in the Magistrates, Criminal Court or Labour Court are not covered. Fees for advocates in the High Court are limited to no more than 3 (three) days in court, and may not be paid unless (i) prior written approval from LTS is first obtained, and (ii) such fees are taxable and do not exceed what would be allowed on taxation.
  - 9.3. **Opponents' fees:** fees which are taxed pursuant to an appropriate order of court.
  - 9.4. **Experts' fees:** the fees of experts to testify in support of your claim may be paid, provided that you have prior written approval from LTS, and provided that such fees are taxable and do not exceed what is allowed on taxation.
  - 9.5. **Execution:** if judgment is obtained, the taxable costs for the service of 1 (one) single writ of execution, or emoluments attachment, garnishee or enforcement order may be paid. The costs of security to accompany the Sheriff may not be covered. Only 1 (one) execution attempt is covered.

### **GENERAL POLICY EXCLUSIONS (what you are not covered for)**

General exclusions are specific items, losses or events that are not covered by this policy.

1. **The Insurer will NOT cover any claim if you have:**
  - 1.1. added a spouse that does not normally live with you and where you are not interdependent on each other;
  - 1.2. added children who are either over the age of 21 or not totally financially dependent on you for their livelihood and support and

payment of their food, medicine, shelter, education, money and clothing at the time of the incident that led to a claim under this policy.

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:**
  - 2.1. 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.
  - 2.2. 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.
  - 2.3. 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.
  - 2.4. 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.
  - 2.5. 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.
  - 2.6. You cannot be subject to, or contemplating sequestration, administration, curatorship or anything similar.
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:**
  - 3.1. Events that occurred prior to the start date of the policy.
  - 3.2. If we, LTS or the Insurer have reason to suspect that you (or any third party) are committing fraud.
  - 3.3. **Commercial matters:** 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.
  - 3.4. **Family law and related matters:** 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 premium deductions.**
  - 3.5. **Criminal matters:** 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.
  - 3.6. Any conduct where you were under the influence of or affected by alcohol or drugs.
  - 3.7. A repudiation of a claim or any legal action against us, the Insurer, LTS or an attorney.
  - 3.8. Appeals and/or reviews.
  - 3.9. **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.

- 3.10. **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.
- 3.11. 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.
- 3.12. **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.
- 3.13. **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.
- 3.14. **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.
- 3.15. **Frivolous matters:** matters that are trivial or have a monetary value less than the limit of the Small Claims Court.
- 3.16. **Matters involving debt:** debt management or failure by you to discharge a debt lawfully owing and due by you.
- 3.17. Applications relating to the status of a person (e.g. sequestration, rehabilitation, curatorship, insanity) or similar matters.
- 3.18. Matters where you have received (or will receive) some compensation under an insurance policy or similar cover (e.g. medical aid, vehicle insurance etc).
- 3.19. Constitutional Court and Tribunal matters.

## SANCTIONS

1. This policy excludes cover, and the Insurer is not liable to pay for any claim, nor provide any insurance benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such insurance benefit would expose either us or the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any trade, economic, personal or other sanctions, laws or regulations of the European Union, United Kingdom, United States of America and the Republic of South Africa or any other country or political or economic zone.
2. The Insurer has the right to cancel any insurance benefit/policy, section and/or item should we or the Insurer become aware that you or your dependants are listed on one of the sanctions lists which we are required to screen against.

## THE INSURANCE BENEFITS

We agree to pay your claim/s subject to any proposal/application or other information supplied by, or on behalf of you, including any recorded phone calls made to or received by you, will be the basis of this policy and must be true and complete or the insurance benefits may not be paid.

## A. LEGAL ASSISTANCE BENEFIT

### 1. Important information about your legal assistance benefit

- 1.1. The legal assistance benefit is a telephonic legal assistance service manned by qualified attorneys. Attorneys will assist you with your legal rights and how to enforce them – including on the following matters: matrimonial; property; constitutional issues; consumer matters; criminal matters including bail assistance; furnishing of standard wills; assistance and documentation with 'self-help services' e.g. small claims court, unopposed divorces etc.
- 1.2. Legal assistance will not be provided on matters relating to you carrying on a business, any venture for gain or transaction or undertaking where there is a profit motive.
- 1.3. You will be provided with pro forma documents where applicable. Examples of these documents include, but are not limited to:
  - Acknowledgement of Debt
  - Agreement of sale of motor vehicle
  - Domestic worker contract
  - Joint last will and testament
  - Last will and testament
  - Lease agreement
  - Residential tenant checklist
  - Power of Attorney
  - Purchase of immovable property

### 2. How to access your legal assistance benefit

The legal assistance helpline is available 24 hours a day, 7 days a week on **0861 990 000**, to assist with bail related matters, however legal assistance on other matters will be provided from Monday 08:30-16:30 to Friday 08:30-15:30 during office hours.

2.4. Important: This benefit may be paid, provided:

- 2.4.1. the bail amount does not exceed the above cover amount. If it does, and you or the insured person cannot pay the difference, the benefit may not apply;
- 2.4.2. confirmation of cover has been provided by LTS to the attorney who attends to the bail application;
- 2.4.3. the matter is not specifically excluded under this insurance policy (see GENERAL POLICY EXCLUSIONS);
- 2.4.4. if the bail amount is refunded by the court, the cover amount must be repaid to LTS, and you hereby authorise your attorney to pay LTS the amount refunded.

### 3. Waiting period specific to your legal assistance benefit

The legal assistance benefit is available after your first successful premium deduction.

## B. BAIL BENEFIT

### 1. Specific additional definition for your bail benefit

- 1.1. **Bail amount** means the amount payable to the courts in respect of your bail. This comes from the total bail benefit limit.

### 2. Important information about your bail benefit

- 2.1. The criminal charge against you must be brought in a court within a metropolitan area.
- 2.2. The availability of an attorney in your area is not guaranteed.
- 2.3. **Waiting periods apply.**
- 2.4. Important: This benefit may be paid, provided:
  - 2.4.1. the bail amount does not exceed the above cover amount. If it does, and you or the insured person

- 2.4.2. cannot pay the difference, the benefit may not apply; confirmation of cover has been provided by LTS to the attorney who attends to the bail application;
- 2.4.3. the matter is not specifically excluded under this insurance policy (see GENERAL POLICY EXCLUSIONS);
- 2.4.4. if the bail amount is refunded by the court, the cover amount must be repaid to LTS, and you hereby authorise your attorney to pay LTS the amount refunded.

### 3. **Benefit: bail benefit**

#### 3.1. **After hours service:**

- 3.1.1. If you require bail assistance outside of normal business hours, you can contact us on **0861 990 000**.
- 3.1.2. On calling us, you will be transferred directly to a legal advisor.
- 3.1.3. The legal advisor will arrange for legal representation in your area, provided an attorney is available.

#### 3.2. **Bail benefit:**

- 3.2.1 The insurer will pay an insured person's bail amount, subject to the exclusions in your insurance policy, up to the benefit limit as stated in the **benefit limits table** below. Any legal fees (where relevant) over and above the bail benefit limit may be claimed from the litigation benefit (see LITIGATION BENEFIT below).

Benefit limits	Premiums payable to the Insurer
<p><b>R3,000.00</b> (three thousand Rand) for the <b>bail benefit</b> per insured family, per annum.</p> <p><b>Who is covered?</b></p> <p><b>You</b>, the policyholder, your <b>spouse</b> and your <b>children (up to a maximum of 5)</b>, provided that we have your, your spouse's and your children's names and dates of birth on record. Children must be under the age of 21 years, related to you through blood or a legally recognised relationship and they must be totally financially dependent on you i.e. you are responsible for their livelihood.</p>	<p><b>Please note:</b> your bail benefit of R3,000 is included as part of your overall litigation benefit amount.</p> <p>Please refer to the litigation <b>benefit limits table</b> below for the premium for you, your spouse and your children (up to a max of 5).</p>

### 4. **Waiting periods and additional conditions specific to your litigation benefit**

The waiting period starts from the date the Insurer receives the first premium applicable to that insured person and ends after a minimum of 6 (six) premiums have been received.

### 5. **Who will the Insurer pay?**

The Insurer will always pay the claimable amounts under this benefit directly to the appointed attorneys in the event that a claim is approved.

## C. **LITIGATION BENEFIT**

### 1. **Specific additional definition for your litigation benefit**

- 1.1. **Litigation** means the process of taking legal action or defending against it. The litigation benefit covers your legal fees when pursuing or defending a legal matter in a litigation proceeding.

2. **Important information about your litigation benefit**
  - 2.1. One insured event can give rise to only one single proceeding in a court of law (for example, with 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).
  - 2.2. If your claim is approved, LTS can help you find an attorney (or you can choose your own) to represent you. The litigation benefit will pay for the legal fees only, and will not cover costs like damages, security for costs, fines or penalties. If you lose a proceeding, the litigation benefit may cover the taxed costs of the other side, but only if it was awarded by the court.
  - 2.3. The maximum cover amount payable for any 1 (one) proceeding cannot exceed the monetary value of the dispute with the other party.
  - 2.4. Important: This benefit may be paid, provided:
    - 2.4.1. you only pursue 1 (one) proceeding for 1 (one) set of facts to an event at a time.
    - 2.4.2. the benefit limit will apply to 1 (one) set of facts, even if other members of your family are also involved in those set of facts.
    - 2.4.3. if flowing from 1 (one) set of facts, there is both a basis for exclusion and a basis for cover, then if the basis for exclusion is either the dominant or the initiating cause of the facts, your claim can be repudiated, if such exclusion makes prospects of success poor.
    - 2.4.4. legal fees are not unnecessarily incurred as a result of your unreasonable actions or which arise as a result of you not cooperating with an attorney, or with us.
    - 2.4.5. no costs have incurred prior to the authorisation and written approval of the claim by LTS.
    - 2.4.6. your premium is fully paid for the entire period of time that the facts which are required to prove your claim take place over.
3. **Benefit: litigation benefit**  
 The Insurer will pay towards legal fees for litigation proceedings, whether an insured person is pursuing or defending the matter, up to the amount stated in the **benefit limits table** below.

Benefit limits	Premiums payable to the Insurer
<b>R251,000.00</b> (two hundred and fifty-one thousand Rand) payable for any 1 (one) proceeding (insured event).  <b>Who is covered?</b>  <b>You</b> , the policyholder, your <b>spouse</b> and your <b>children (up to a maximum of 5)</b> , provided that we have your, your spouse's and your children's names and dates of birth on record. Children must be under the age of 21 years, related to you through blood or a legally recognised relationship and they must be totally financially dependent on you i.e. you are responsible for their livelihood.	The premium for you, your spouse and your children (up to a max of 5) is R211 (incl. VAT) per month.

4. **Waiting periods and additional conditions specific to your litigation benefit**
  - 4.1. Claims for the litigation benefit have the following waiting

periods and additional conditions (where relevant):

4.1.1. The waiting period starts from the date the Insurer receives the first premium applicable to that insured person and ends after a minimum of 2 (two) premiums have been received.

4.1.2. **Claims relating to uncontested divorce:** this benefit applies to only you and the waiting period will start from the date the Insurer receives the first premium and ends after a minimum of 6 (six) premiums have been received. The following additional condition will apply:

4.1.2.1. This benefit does not include the cost of delays or postponements unreasonably caused by either of the parties to the divorce.

4.1.2.2. If the divorce becomes opposed, cover may be withdrawn or repudiated.

4.1.3. **Claims relating to new maintenance applications (unopposed and opposed maintenance applications):** this benefit only applies if you are the applicant of the maintenance application; and the waiting period will start from the date the Insurer receives the first premium and ends after a minimum of 12 (twelve) premiums have been received. The following additional condition will apply:

4.1.3.1. Cover is subject to the issues in dispute being reasonable and fair.

4.1.4. **Claims relating to internal disciplinary hearings:** for you and each person insured, the waiting period will start from the date the Insurer receives the first premium applicable to the insured person and ends after a minimum of 12 (twelve) premiums have been received. The following additional conditions will apply:

4.1.4.1. Internal disciplinary hearings may be covered subject to the consent of the employer that you may be represented at the hearing.

4.1.4.2. Cover for internal disciplinary hearings is capped at R2 000 per day or a total of R6 000 per hearing (3 days).

5. **Who will the Insurer pay?**

The Insurer will always pay the claimable amounts under this benefit directly to the appointed attorneys in the event that a claim is approved.



**IMPORTANT: STATUTORY NOTICE OF DISCLOSURES AND OTHER  
LEGAL REQUIREMENTS (IN TERMS OF THE FINANCIAL ADVISORY AND  
INTERMEDIARY SERVICES ACT “FAIS”)**

**As an insurance policyholder, you have the right to the following  
information:**

**DETAILS OF THE NON-MANDATED INTERMEDIARY AND BINDER HOLDER  
(the company that offered you the product)**

Company Name:	The Unlimited Group (Pty) Ltd (The Unlimited)
Physical Address:	No. 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610
Postal Address:	Private Bag X7028, Hillcrest, 3650
Telephone Number:	0861 990 000
Email Address:	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>
Website:	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>
Company Registration Number:	2002/002773/07
FSP License Number:	21473
VAT Number:	4360161139
Details of FAIS Compliance:	Moonstone Compliance
Compliance Officer:	Ms CL Payne
Postal Address:	25 Quantum Street, Technopark, Stellenbosch, 7600
Telephone Number:	021 883 8000
Fax Number:	021 883 8005
Email Address:	<a href="mailto:cpayne@moonstonecompliance.co.za">cpayne@moonstonecompliance.co.za</a>

a.	<b>Conflict of interest</b>	In accordance with our conflict management policy, we place a high priority on our customers’ interests. We will try to identify, manage and as far as reasonably possible avoid any such instances. Our “Conflict of Interest” policy is available on our website at <a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a> .
b.	<b>Cooling-off rights</b>	<p>As this is a month-to-month 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 benefit has yet been claimed or paid, you have the right to cancel the policy by giving us written or telephonic notice within 14 days of you receiving this Statutory Notice of Disclosures OR from a reasonable date on which it can be deemed that you received this Statutory Notice of Disclosures.</p> <p>The Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all premiums or moneys paid by the premium-payer provided there has been no claim.</p>
c.	<b>Insurance cover</b>	The Unlimited holds professional indemnity and fidelity insurance.
d.	<b>Intermediary services</b>	The Unlimited does not provide advice as defined in the FAIS Act, we only provide factual information. To ensure that you make a financial commitment to a product that is appropriate to your needs, as determined by you, you must request all the necessary documentation and information you feel necessary for you to make an informed choice before you make a final decision.

e.	<b>Written mandate to act on behalf of the Insurer</b>	Yes, The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the Insurer, of which they receive commission of 20% and a binder fee of 3.5% of the gross written premium for performing certain binder functions which include entering into, varying or renewing this membership; and incidental activities undertaken on behalf of the Insurer.
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>Waiver of rights</b>	The law does not allow a financial services provider to request or induce in any manner a customer to waive any right or benefit conferred on them in terms of legislation, nor allow a financial services provider to act on any such waiver. Any such waiver is null and void.
h.	<b>Legal status</b>	<p>The Unlimited is an authorised financial services provider (FSP21473).</p> <p>License limitations:</p> <ul style="list-style-type: none"> <li>• We must inform the Registrar of any business information change within 15 days.</li> <li>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</li> <li>• We accept responsibility for services provided by our Representatives, whilst acting in the scope of their employment/contracts and confirm that some services are rendered under supervision – please refer to the FSCA's webpage to view a full list of our Representatives. Steps to follow: <ol style="list-style-type: none"> <li>1. Go to <a href="http://www.fsca.co.za">www.fsca.co.za</a></li> <li>2. Click on "Regulated Entities"</li> <li>3. Under the heading "Regulated Entities and Persons" click on "FAIS"</li> <li>4. Click on "Financial Service Providers"</li> <li>5. Insert our FSP Number 21473 in the field "Search for FSP No"</li> <li>6. Click on "Details" and select the information that you wish to view.</li> </ol> </li> <li>• We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act.</li> <li>• Our insurance products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of Category 1, Long-Term Insurance Sub-categories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines (A1), Short-Term Personal Lines A1 and Short-Term Insurance Commercial Lines.</li> </ul>

**DETAILS OF THE NON-MANDATED INTERMEDIARY AND BINDER HOLDER**  
**(the company that administers claims)**

Company Name: Legal and Tax Services (Pty) Ltd  
Physical Address: 3rd Floor, Acacia Grove, Houghton Estate Office  
Park, 2 Osborn Road, Houghton, 2196  
Postal Address: PO Box 95275, Grant Park, 2051  
Telephone Number: 0860 587 587 or +27 (11) 242 5000  
Fax Number: +27 (11) 728 0910  
Email Address: [info@legalandtax.co.za](mailto:info@legalandtax.co.za)  
Website: [www.legalandtax.co.za](http://www.legalandtax.co.za)  
Company Registration Number: 2001/011518/07  
FSP License Number: 28566  
VAT Number: 4360161139  
Details of Compliance Practice: ISS Compliance (Pty) Ltd (Practice Number C028)  
Details of Key Individual: Benjy Porter, Avron Urison, Mellisa Pillay and Jarrod Levin  
Physical Address: 140A Kelvin Drive, Morningside, Sandton  
Telephone Number: 0860 587 587  
Email Address: [compliance@legalandtax.co.za](mailto:compliance@legalandtax.co.za)

PLEASE NOTE: The insurance cover of this policy has no surrender/cancellation/ maturity values.

PLEASE NOTE: This policy shall not be invalidated if any incorrect statement is made in good faith, unless the error of such a statement is likely to have materially affected the assessment of the risk under the policy at the time the policy was issued.

a.	<b>Conflict of interest</b>	Legal and Tax Services (Pty) Ltd 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, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. They have adopted a values-based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority. A Conflict-of-Interest Policy is available to customers on their website and upon request.
b.	<b>Insurance cover</b>	Legal and Tax Services (Pty) Ltd hold professional indemnity insurance and fidelity guarantees.
c.	<b>Intermediary services</b>	Legal and Tax Services (Pty) Ltd is an authorised financial services provider in terms of the FAIS Act and may render advice and intermediary services in respect of short-term insurance personal lines. They accept liability for all advice and/or intermediary services provided by their authorised and supervised representatives.
d.	<b>Written mandate to act on behalf of the Insurer</b>	Yes, Legal and Tax Services (Pty) Ltd acts as a non-mandated Intermediary. They further have a binder holder agreement with the Insurer in terms of which they receive a binder fee of 4% of the gross written premium for performing certain binder functions which include claims administration.

e.	<b>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</b>	Legal and Tax Services (Pty) Ltd does not hold more than 10% of the Insurer's shares and they have received more than 30% of their remuneration from the Insurer in the last 12 months. Legal and Tax Services (Pty) Ltd hold preference shares in Centriq and may receive a dividend.
f.	<b>Waiver of rights</b>	The law does not allow a financial services provider to request or induce in any manner a customer to waive any right or benefit conferred on them in terms of legislation, nor allow a financial services provider to act on any such waiver. Any such waiver is null and void.

## DETAILS OF THE INSURER

(the company that underwrites the insurance benefits, and which is a licensed non-life insurer and an authorised financial services provider)

Company Name: Centriq Life Insurance Company Limited  
 Physical Address: The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196  
 Telephone Number: 011 268 6490  
 Website: [www.centriq.co.za](http://www.centriq.co.za)  
 Company Registration Number: 1998/007558/06  
 FSP Licence Number: 3417

## Details of internal Compliance

### Department:

Telephone number: 011 268 6490  
 Email address: [compliance@centriq.co.za](mailto:compliance@centriq.co.za)

## 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 [customer@theunlimited.co.za](mailto:customer@theunlimited.co.za) or call our Customer Care line on 0861 990 000/ 031 716 9600. Please view our full Complaint Process on [www.theunlimited.co.za](http://www.theunlimited.co.za).

### Step 2: Dispute Resolution Process

Should the outcome of your complaint not be in your favour, then you have the right to request The Unlimited to have the matter reviewed;  
 We will notify you of the name and contact details of The Unlimited representative who 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 together with reasons.

### 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 Insurance Company Limited by addressing your concerns to:

The Complaints Specialist:  
 Telephone Number: 011 268 6490

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

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

We encourage clients to endeavour to 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.

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

#### **National Financial Ombud Scheme**

Cape Town Physical Address: Claremont Central Building, 6<sup>th</sup> Floor,  
6 Vineyard Road, Claremont, 7700

Johannesburg Physical Address : 110 Oxford Road, Houghton Estate, Illovo,  
Johannesburg, 2198

Sharecall Number: 0860 800 900

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

Website: [www.nfosa.co.za](http://www.nfosa.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: PO Box 41, Menlyn Park, 0063

Physical Address: Menlyn Central Office Building, 125 Dallas  
Avenue, Waterkloof Glen, Pretoria, 0010

Telephone Number: 012 762 5000

Sharecall: 086 066 3274

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: PO 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 203 722

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

#### **OTHER IMPORTANT MATTERS**

- You must be informed of any material changes to the information in this notice. If the information was given orally, it must be confirmed in writing within 31 days.
- If any complaint to The Unlimited or the Insurer is not resolved to your satisfaction, you may submit the complaint to the National Financial Ombud Scheme 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.
- Unless you commit fraud, the Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Insurer must give reasons for repudiation of your claim.
- The Insurer may not cancel your insurance merely by informing The Unlimited. There is an obligation to make sure that the notice has been sent to you.
- You are entitled to a copy of the policy documents and copy of the voice log of the sale free of charge.
- Polygraphs or similar tests are not obligatory, and claims may not be repudiated solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let us know on 0861 990 000.
- Your 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.

### **WARNING**

- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
- Keep all documents you receive.
- Make a note of what was said to you.
- Don't be pressurised to buy the product.
- Incorrect or non-disclosure by you of material facts may have a negative impact on the assessment of a claim under your policy.

### **TREATING THE CUSTOMER FAIRLY (TCF)**

We are committed to ensuring that all our customers are treated fairly and that every member of our team understands what TCF means to our business. Being a brand-led business means that we put the customer at the centre of everything we do. The systems and processes we have put in place ensure that all of our customers are treated fairly at every interaction.

We only partner with and select suppliers of benefits and services that are able to demonstrate their respect in treating customers fairly and they uphold the TCF principles for all interactions of the customer relationship, for which they are responsible. It is important that they are in alignment and agree to our TCF objectives in every interaction that they may have with our customers.

### **HOW WE USE YOUR PERSONAL INFORMATION**

We are bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI Act"), as well as Section 51 of the Electronic Communications and Transactions Act, 2002 ("ECT Act") regarding the processing of your personal information. We may use any necessary legal means to check and validate the information you provide to us.

This section of the Statutory Notice of Disclosures is intended to summarise key privacy disclosures. We handle the personal information you provide to us in accordance with this section, read with the Privacy Policy available at [www.theunlimited.co.za](http://www.theunlimited.co.za).

1. You hereby warrant and agree that we, including our authorised agents, partners and service providers/contractors may:
  - 1.1. collect information:
    - (a) from you directly; from your use of our products and services; from your engagements and interactions with us; from public sources, shared databases and from third parties.
    - (b) that you provide to us and store it in a shared database, verify it against legally recognised sources and use it, for example, for any decision concerning the continuance of your agreement/policy or the meeting of any claim you submit. Such information may be given to any insurer or its authorised agents, partners and service providers/contractors.
    - (c) including (amongst others), information about 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 identifiers, social media profile, 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.
    - (d) that you warrant you are authorised to provide to us in respect of personal information of third parties. In doing so you indemnify us, including our authorised agents, partners and service providers/contractors, against any and all losses by or claims made against them and us as a result of you not having the required authorisation.

1.2. process your information for the following reasons (amongst others):

- (a) to underwrite policies, assess risks fairly, perform under your insurance agreement including the assessment of claims and enforce our contractual rights and obligations.

**Note:** This includes the collection and use of personal information provided to us, such as sensitive health information, including that of minor children, as permitted under section 32(1) of the POPI Act. In addition, such information may be shared internally with our departments (who need this information) and externally with third parties to comply with insurance obligations or legal requirements or in the exercise of our rights. Please contact us should you have any objections.

- (b) where relevant, to instruct the insurer, the UMA, and any appointed medical provider/service provider (including emergency or hospital providers, and medical professionals or staff engaged by an insured person, the insurer or UMA), to ensure that an insured person receives appropriate and necessary medical services. This includes sharing necessary personal and health information about you and your dependants where required to support risk assessment, claims processing, performance of your insurance agreement or to enforce contractual rights.
- (c) to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- (d) to submit payment instructions (like a debit order) to and receive payment performance feedback from our appointed sponsor bank(s) for the purposes of facilitating and managing your payment obligations under this agreement. This includes sharing your name, identification number, and bank account details with such bank(s) to enable payment collection and receiving data from them such as payment success or failure, reasons for failed payments and debit order mandate status (e.g. whether the mandate has been authenticated).
- (e) to do affordability assessments, credit assessments and credit scoring including requesting and using limited credit information, such as income payment timing and payment behaviour, from credit bureaus or authorised third parties. By accepting our terms, you provide the necessary consent as required under the National Credit Act, 2005.
- (f) to manage and maintain your agreement/policy or relationship with us.
- (g) to disclose and obtain information about you from credit bureaus regarding your credit history.
- (h) to enable you to participate in the debt review process under the National Credit Act 34 of 2005.
- (i) for security, identity verification and to check the accuracy of your information.
- (j) where required, we may transfer your personal information outside of South Africa in compliance with the law.
- (k) for customer satisfaction surveys, promotional and other competitions.
- (l) using automated means (without human intervention in the decision-making process) to make decisions about you or your application for any product or service. You may query the decision made about you.
- (m) to conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services; and to market to you or provide you with products, goods and services. If you purchase products or services from us, we can market other similar products and services to you even after this agreement ends and share market innovations with you.

- (n) Payment of the premium also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.

1.3. share your information with the below persons (amongst others) who are bound to keep it secure and confidential:

▪ Attorneys, tracing agents, & debt collectors when enforcing agreements	▪ Debt counsellors & payment distribution agents during any debt review process
▪ Payment processing service providers, merchants, banks to process payment instructions	▪ Insurers and other financial institutions when providing insurance or assurance
▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you	▪ Regulatory authorities, ombudsman, governments, local and international tax authorities & credit bureaus when we must share it with them
▪ Medical professionals, healthcare institutions or facilities involved in providing necessary medical services to you or your dependants under the insurance agreement	

2. The Unlimited automatically updates and keeps your information accurate

We may submit your information to, and receive information about you from, credit institutions (such as a credit bureau and our sponsor bank) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. We may also do this to ensure the quality and accuracy of your identity and contact information to ensure we can make positive contact with you; and to determine your status as a home loan holder, vehicle owner or credit card holder to offer suitable goods and services to you that are affordable and that you may be interested in.

3. Your rights:

You have data protection rights which are described in detail on [www.theunlimited.co.za](http://www.theunlimited.co.za). To request access to your information, contact us at the contact details provided above.

We may contact you to offer you our similar products and services, using the contact details you have provided. You may opt out of receiving such marketing communications at any time by emailing [dataprivacy@theunlimited.co.za](mailto:dataprivacy@theunlimited.co.za) or calling 0861 990 000.