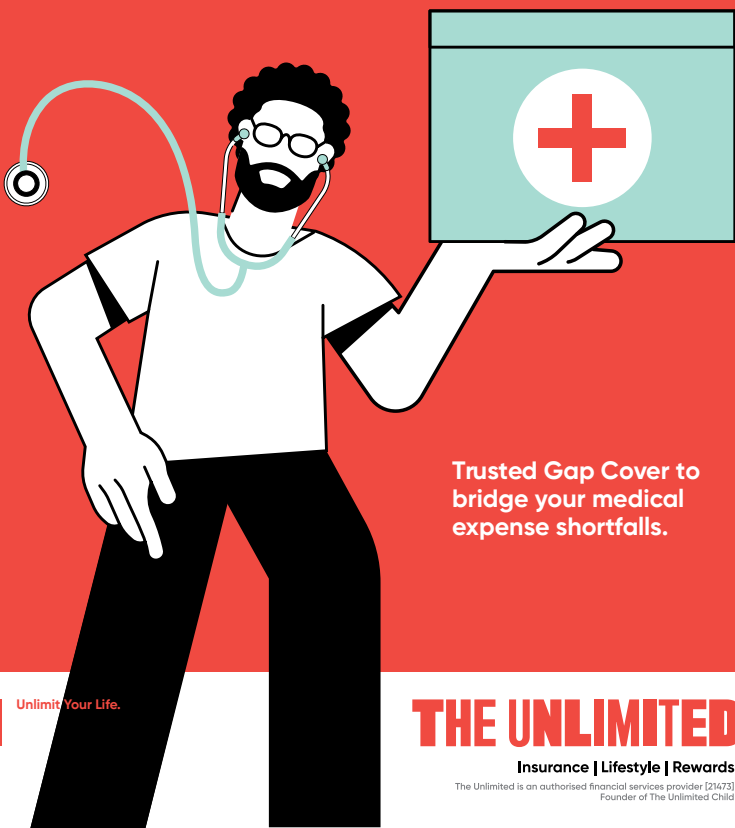


# YOU'VE GOT GAP!



Trusted Gap Cover to  
bridge your medical  
expense shortfalls.

Unlimit Your Life.

## THE UNLIMITED

Insurance | Lifestyle | Rewards

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

# INDEX

ACCURACY OF INFORMATION	4
GENERAL DEFINITIONS	4
WHAT BENEFITS DO YOU GET?	4
THE PAYMENT AND PREMIUM	4
OTHER IMPORTANT INFORMATION	5
WE WOULD LOVE TO HEAR FROM YOU	6
THE MEMBERSHIP BENEFITS	6
THE NON-LIFE INSURANCE POLICY ("POLICY")	7
OPERATIVE CLAUSE	7
IMPORTANT, PLEASE READ CAREFULLY	7
DEFINITIONS	8
THE INSURANCE BENEFITS	9
DEFINED EVENTS	10
HOW WE WILL COMMUNICATE WITH YOU	12
FOR COMPLAINTS AND COMPLIANCE	12
TRANSFERRING YOUR INTEREST IN THE POLICY OR CASH-IN	12
REPLACEMENT INSURANCE	12
JURISDICTION AND CURRENCY	12



# INDEX

PAYMENT AND NON-PAYMENT OF YOUR PREMIUM	12
AMENDMENTS TO COVER OR PREMIUMS	13
WHEN DOES YOUR COVER START?	14
CANCELLATION OF YOUR POLICY	14
CLAIMS PROCESS AND CONDITIONS	15
WHAT YOU ARE NOT COVERED FOR	16
TREATING THE CUSTOMER FAIRLY	17
HOW WE USE YOUR PERSONAL INFORMATION	18
IMPORTANT: STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS	20
DETAILS OF THE INTERMEDIARY	20
DETAILS OF THE LIFE INSURER	22
DETAILS OF THE UNDERWRITING MANAGER	22
HOW TO SUBMIT A COMPLAINT	23
OTHER IMPORTANT MATTERS	24
WARNING	25



## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP

#### ACCURACY OF INFORMATION

It is very important that you give The Unlimited, the UMA and the insurer ("us") honest and accurate information at all times. If you give us false or incorrect information, your policy may be invalid or you may not be covered. The Unlimited, the UMA and the insurer ("we") rely on the accuracy and truthfulness of the information you give us.

In the event of any fraud, mis-description, mis-representation or non-disclosure of material facts, we reserve the right, at any time, to void your policy or parts thereof, cancel your policy or reject any benefit claim.

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

Subject to all the terms and conditions of this membership:

1. **due date** means the date you have agreed with The Unlimited for the debit order collection of your payment every month.
2. **insurer** means Guardrisk Insurance Company Limited, a licensed non-life insurer and an authorised Financial Services Provider (FSP Number 75), the company which provides you with your insurance benefits (please see **THE NON-LIFE INSURANCE POLICY**) and which receives the premium every month.
3. **payment** means the total amount you pay each month for all your membership costs and chosen membership benefits. The payment entitles you to membership of The Unlimited. The payment includes the premium, payable by us to the insurer.
4. **premium** means the amount payable by us to the insurer every month for the insurance cover (please see **THE INSURANCE BENEFITS** listed under the **POLICY** section below). The premium is included in the amount you pay us every month (the "payment") and is disclosed separately in the policy schedule.
5. **The Unlimited** means The Unlimited Group (Pty) Limited, acting as an intermediary and binder holder of the insurer. The Unlimited brings you the membership (non-insurance) benefits and provides certain intermediary services and binder functions in respect of the policy underwritten by the insurer. The Unlimited Group (Pty) Limited is an authorised Financial Services Provider (FSP Number 21473).
6. **Underwriting Manager Agency ("UMA")** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, and FSP Number 10287.
7. **we/us/our** means the UMA (acting in their own capacity), the insurer (acting in their own capacity) and The Unlimited (acting in their own capacity). When we use the words "we", "us" or "our", the terms and conditions are relevant and binding between you and the UMA, the insurer and The Unlimited.
8. **you/your** means the main member, whose membership has commenced and is continuing, and reference to "you" in the membership wording (including the policy) includes additional lives insured/dependants, where applicable.

#### WHAT BENEFITS DO YOU GET?

For your payment every month, you get the non-insurance (membership) benefits described in the **MEMBERSHIP BENEFITS** section below and the **INSURANCE BENEFITS** which are described in the **POLICY** (also below).

#### THE PAYMENT AND PREMIUM

1. Payment must be made by debit order. If you reject the request from your bank to authenticate your debit order mandate, your membership and chosen membership benefits will not start and there will be no agreement between

you and The Unlimited. This will also result in no cover of the insurance benefits.

2. In return for the payment, The Unlimited negotiates rates and terms with service providers on your behalf and arranges insurance cover for you. Receipt of your payment every month also entitles you to be notified of further product offerings, as well as preferential pricing if you buy additional benefits from us.
3. You pay The Unlimited the payment for your membership every month, including the premium which is collected on behalf of the insurer. Any refund of premium due by the insurer, for any reason, will not include the balance of the payment.
4. The payment includes any additional amounts you pay The Unlimited for additional benefits you buy, which will include additional endorsements, amendments and addendums (if any) to your policy.
5. **The Unlimited may change the amount you pay in respect of the payment (which includes the premium). For example, if you buy additional insurance or non-insurance benefits from them, or annually if they do a price increase, but they will always give you 31 days' notice of their intention to do so.**
6. The Unlimited may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment (including the premium) and keeping you covered. **IMPORTANT:** your payment will be collected on a different date due to a public holiday or weekend without notifying you. Any bank charges incurred as a result will be for your own account.
7. It is your responsibility to pay your total payment on the due date. If The Unlimited can't deduct the payment from your bank account (for example, if you don't have funds) you will not be entitled to any of your benefits. To allow us to restore your benefits, you agree that if The Unlimited cannot collect the payment, including the premium, from your bank account in any given month, they can, at their discretion, try and collect from your account a further 3 times by debit order. If they successfully debit your bank account again, the date of that collection will be the new due date. Any bank charges incurred because of failed collections will be for your own account. **PLEASE NOTE:** you and any person who is part of the membership will not be entitled to any benefits during any month where The Unlimited does not successfully collect a payment from you.
8. Please contact The Unlimited if you want to change the due (collection) date which they have agreed with you.
9. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, The Unlimited may resubmit the debit order mandate for collection in the month following the dispute/s.

## OTHER IMPORTANT INFORMATION

1. You agree and want to be a party to this membership.
2. You agree that The Unlimited can market other products and services to you **even after this membership ends** and share market innovations with you.
3. This membership is month-to-month, the payment is due in advance and the total amount payable for the membership benefits is inclusive of VAT. The membership will renew on the same terms each month The Unlimited successfully collects the payment, unless amended.
4. You can only use your insurance and non-insurance benefits available in South Africa and for incidents/events occurring in South Africa.
5. You can cancel the membership at any time. Give The Unlimited a call so they can assist you. There is a cooling-off period of 31 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) in which you can cancel and receive a refund, **BUT ONLY IF YOU HAVE NOT USED** any of the insurance and non-insurance benefits. Cancellation of your membership will include cancellation of **ALL** your insurance and non-insurance benefits.
6. The Unlimited will communicate with you via SMS, WhatsApp or email. This

is also how they will notify you of any payment increases or changes to your membership. If you have a preference for how we communicate with you, please tell us.

7. It is important that we always have your latest contact number (cell phone), email, physical and/or postal address. **If any of your contact details change, please tell The Unlimited immediately.**
8. The Unlimited can cancel this membership, including all the insurance and non-insurance benefits you have:
  - 8.1. immediately, by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
  - 8.2. immediately, if they do not receive the payment from you each month (subject to the 15 day grace period); or
9. The Unlimited can cancel this membership on 31 days' notice (or any other longer period) in writing should we no longer offer one or more of the benefits contained in these terms and conditions.
10. Your use of the insurance and non-insurance benefits is always subject to the terms of this membership, as well as the policy, statutory notices, amendments, endorsements and addendums issued by us in terms of your membership (and policy); and must be read together with your signed application form (where relevant) and your *policy schedule* (which was sent to you separately when you took out this membership and policy), and shall form a part of this membership (including the policy).
11. We reserve the right to amend, add or change the cover/benefits provided, including the payment and premiums, the benefit waiting periods or any of the terms and conditions of this membership (including both insurance and non-insurance benefits), by giving 31 days' written notice to you of our intention to do so.
12. Any variations and/or changes will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent to you.

## WE WOULD LOVE TO HEAR FROM YOU

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



on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or



call us on 0861 990 000.

## THE MEMBERSHIP BENEFITS

The membership (non-insurance) benefits are not regulated by the FAIS Act and are, therefore, not subject to the same rules and protection as the insurance benefits provided.

### SPECIFIC TERMS AND CONDITIONS FOR THE MEMBERSHIP (NON-INSURANCE) BENEFITS

#### A. TELEPHONIC MEDICAL ADVICE BENEFIT

##### 1. What is the telephonic medical advice benefit?

An insured person has access to the 24-hour medical advice and information hotline. Qualified nursing staff are available 24 hours a day to provide general and emergency medical information and advice via telephone.

##### 2. How do you access the telephonic medical advice benefit?

You have access to this benefit from your first successful debit order. You must contact the 24-hour call centre on 0861 99 00 00 and provide your membership number, personal particulars, the place and telephone number where you or your representative can be reached, and a brief description of the medical situation and the nature of the assistance required.

3. **Important, please note:**

CIMS SA (Pty) Ltd is the service provider which will provide the telephonic medical advice benefit. Neither our, nor CIMS SA's service providers, nor their agents and/or employees, are liable or responsible for the negligence, whether gross negligence or otherwise, wrongful acts and/or omissions of any person or persons or legal entity which provide direct or indirect services to you in terms of this membership.

**B. TRAUMA COUNSELLING BENEFIT**

1. **What is the trauma counselling benefit?**

An insured person has access to the trauma counselling helpline, which aims to provide 24/7 support and assistance to you and your insured dependants following a traumatic event. The 24/7 trauma counselling helpline is staffed by trained professionals who are available to provide confidential counselling and support in times of need.

2. **How do you access the trauma counselling benefit?**

You have access to this benefit from your first successful debit order. Contact the trauma counselling helpline on **084 124**.

3. **Important, please note:**

ER24 (Pty) Ltd is the service provider which will provide the telephonic medical advice benefit. Neither our service providers, nor their agents and/or employees, are liable or responsible for the negligence, whether gross negligence or otherwise, wrongful acts and/or omissions of any person or persons or legal entity which provide direct or indirect services to you in terms of this membership.

**THE NON-LIFE INSURANCE POLICY ("POLICY")**

This policy covers the shortfall between what a health practitioner charges and the amount your medical aid scheme pays for in-hospital treatment and defined outpatient procedures, subject to the terms and conditions of this contract.

**OPERATIVE CLAUSE**

In consideration of and conditional upon the prior payment of the premium (which is included as part of the payment) by the main member; and the acceptance thereof by or on behalf of Guardrisk Insurance Company Limited (the insurer), the insurer agrees to pay the main member for a defined event occurring during the period of insurance, up to the limit of indemnity and insurance benefits, as stated in the policy and your *policy schedule*.

**IMPORTANT, PLEASE READ CAREFULLY**

1. **Please note:** This policy wording, together with any declaration you have made and your *policy schedule* (which was sent to you separately when you took out this policy), constitutes the agreement between you, the UMA, the insurer and The Unlimited for the insurance cover (the "policy").
2. This policy is issued to you at your own request and without The Unlimited providing you with any advice, they only provide factual information. Please read it carefully and ensure that it is appropriate to your needs. Please regularly review your cover to ensure that it remains accurate and appropriate. If not, please contact The Unlimited. Also see **CANCELLATION OF YOUR POLICY** below.
3. **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.**
4. **Cover under this policy is subject to all insured persons being registered for medical aid cover with a medical aid scheme. Children must be an existing dependant on either your or your spouse's medical aid scheme.**

5. Should you, your spouse and/or your child/ren have other policies of a similar nature which cover, or partially cover, the same incident covered by this policy, the insurer is only liable to contribute a pro-rata portion of such incident.

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

**Please note:** where age is mentioned in this policy, it will be the age at last birthday; and when we refer to "you/your" in the policy wording, it includes any additional dependant (spouse/child) you have chosen to add to your policy (where relevant).

Subject to all the terms and conditions of this policy:

1. **accident** means a sudden external, violent, unexpected and visible event which occurs at a time and place that can be identified and results in an insured person suffering bodily injury (injury to the body caused by an accident, and excludes sickness or disease).
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 26 (twenty-six) and totally financially dependent on you. This means that from the date you add a child to this policy and throughout the lifetime of this policy, you (the main member) are totally responsible for the livelihood of your child/ren and pay for their food, water, medicine, shelter and clothing.  
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 rejection of a claim, or the insurer voiding the policy, or parts thereof.
3. **emergency** is an event of a sudden and, at the time, unexpected onset of a health condition that requires immediate medical treatment and/or an operation, where failure to provide medical treatment would result in weakened bodily functions, serious and lasting damage to organs, limbs or other body parts, or death.  
**Please note:** the determination of an emergency will be done through diagnosis (through classification by the attending medical practitioner and/or the casualty unit/ward) and not on symptoms presented.
4. **family** means the main member, the spouse and child/ren covered under this policy, provided their names and dates of birth are on record.
5. **hospital** means any institution in the Republic of South Africa which, in the opinion of the insurer, meets each of the following criteria:
  - 5.1. has a diagnostic and therapeutic facility for surgical and medical diagnosis treatment and care of persons in need of medical attention by or under the supervision of medical practitioners;
  - 5.2. provides nursing services supervised by registered nurses or nurses with equivalent qualifications;
  - 5.3. is not, other than incidentally, either a mental institution or a convalescent home, lodging facility or ward, rehabilitation or step-down facility;
  - 5.4. is not a place of rest for the aged or a place for drug addicts or alcoholics or a health hydro or natural cure clinic or similar establishment; and
  - 5.5. is not an institution providing long-term care for the blind, deaf, uncommunicative or other handicapped persons.
6. **hospital confinement** means admission to a hospital ward, other than a lodging ward.
7. **illness** means any disease or illness which manifests itself during the period of insurance, and is regarded as a state of not being physically or mentally well due to a generally recognised set of symptoms and signs determined and diagnosed by medical practitioners.
8. **insured incident** means a single accident and/or emergency and/or illness that results in an insured person being confined to hospital and undergoing certain medical or surgical procedures and/or operations, from any cause not excluded under this policy.
9. **insured person** means you (as defined) or your spouse (as defined) or your



- child/ren (as defined).
10. **insurer** means Guardrisk Insurance Company Limited, a licensed non-life insurer and an authorised Financial Services Provider (FSP Number 75), the company which provides you with your insurance benefits (please see **THE NON-LIFE INSURANCE POLICY**) and which receives the premium every month.
  11. **main member** means the person whose details are on record and stated in the *policy schedule* as having been accepted by the UMA on behalf of the insurer as eligible for participation in the cover provided by this policy.
  12. **medical practitioner** means a legally qualified healthcare professional registered with the Board of Health Care Funders (BHF).
  13. **medical aid scheme contribution** means the amount paid by or in respect of a member or his or her registered dependants, if any, as membership fees of a registered medical aid scheme.
  14. **medical aid scheme option** means the main member's medical aid plan immediately prior to the defined event.
  15. **medical aid scheme option reimbursement rate** means the multiple of the medical aid scheme tariff as indicated by the rules of the medical aid scheme.
  16. **medical aid scheme tariff** means the rate equal to the insured person's medical aid scheme rate.
  17. **membership** means membership of The Unlimited and no policy can exist without membership.
  18. **spouse/partner** means a named person to whom you are married by civil law, tribal custom or in terms of any religion, including your life partner. Your spouse or life partner must normally 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.  
You must provide The Unlimited with the name, surname and date of birth of your spouse and your spouse must be on record to be covered under this policy. Failure to provide The Unlimited with your spouse's details can result in the rejection of a claim, or the insurer voiding the policy or parts thereof.
  19. **start date** means the first day of the calendar month in which your first successful payment (including the premium) is successfully received by The Unlimited, and is the date on which all your insurance benefits become available (subject to the waiting period).
  20. **treatment** means any form of investigation or examination by or consultation with or treatment by a medical practitioner for the purpose of treating or monitoring an insured person's medical condition arising out of an insured incident.
  21. **Underwriting Managing Agency ("UMA")** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, and FSP Number 10287.
  22. **waiting period** means the specified period following the start date of the policy (see **WHEN DOES YOUR COVER START?**), during which no benefits, or only specified limited benefits, are payable under the terms of the policy.

## **THE INSURANCE BENEFITS (what you are covered for under the policy)**

Subject to an insured person suffering an insured incident which results in one or more of the defined events (as listed in **DEFINED EVENTS** below), you are covered for the following insurance benefits:

- A. **Gap cover:** this benefit covers the medical expenses shortfall between what a medical practitioner charges and the amount your medical aid scheme pays for in-hospital treatment and/or defined outpatient procedures as stated in the **DEFINED EVENTS**. The benefit is calculated as the actual treatment cost (limited to 6 times the medical aid scheme tariff) less the higher of the medical aid scheme tariff and the amount paid by the medical aid scheme, up to the Gap cover benefit limit (please see **TABLE OF INSURANCE BENEFITS AND INSURANCE BENEFIT LIMITS** in your *policy schedule*).
- B. **Casualty cover:** this benefit covers the costs not covered by the insured person's medical aid scheme for a medical or a surgical procedure performed

in a casualty unit/ward of a hospital following an emergency.

The above insurance benefits (A and B) are paid to you, the policyholder, subject to the policy exclusions, conditions and benefit limits per insured person, per calendar year. Please refer to your *policy schedule* for the specific Rand limitations by benefit.

### DEFINED EVENTS (FOR INSURANCE BENEFITS A AND B)

The list of defined events are as follows:

1. The insured person being confined to hospital as an inpatient. **Please note:** the insurance benefits exclude ward fees, theatre fees, medicines, material expenses/costs and any other hospital expenses.
2. The insured person undergoing medical and surgical procedures and/or operations or treatment (as defined) whilst in hospital, including:
  - 2.1. The necessity for chemotherapy or radiotherapy for the treatment of cancer on an outpatient basis,
  - 2.2. The necessity for kidney dialysis on an outpatient basis.
3. The necessity for outpatient treatment, limited to the following procedures:

Type of procedure	List of procedures covered
General surgery	<ol style="list-style-type: none"><li>1. Surgical biopsy of breast lump</li><li>2. Needle biopsy of breast lump</li><li>3. Vacuum biopsy of the breast (X-ray stereotactic mammography – biopsy)</li><li>4. Hernia repairs<ol style="list-style-type: none"><li>a) Inguinal hernia</li><li>b) Femoral hernia</li><li>c) Umbilical hernia</li><li>d) Epigastric hernia</li><li>e) Spigelian hernia</li></ol></li><li>5. Varicose veins in the rooms (if paid from the medical aid scheme's risk)</li><li>6. Ischio-rectal abscess drainage</li><li>7. Closure of colostomy</li><li>8. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)</li><li>9. Non-invasive haemorrhoidectomy (inclusive of sclerotherapy and band ligation)</li><li>10. Lymph node biopsy</li><li>11. Endoscopy</li><li>12. Excision of skin lesions (melanoma and other malignant neoplasms of the skin)</li></ol>
Urology	<ol style="list-style-type: none"><li>1. Vasectomy</li><li>2. Cystoscopy</li><li>3. Orchidopexy</li><li>4. Prostate biopsy</li><li>5. Urethrostomy</li><li>6. Stent placement and reconstruction</li></ol>

	7. Urethral dilation 8. Circumcision
<b>Ophthalmology</b>	1. Cataract removal 2. Pterygium removal 3. Trabeculectomy
<b>ENT surgery</b>	1. Direct laryngoscopy 2. Tonsillectomy 3. Laser ENT surgery 4. Conventional ENT surgery 5. Nasal surgery (Turbinectomy and Septoplasty) 6. Sinus surgery (FESS) 7. Myringotomy 8. Grommets
<b>Orthopaedic</b>	1. Arthroscopy 2. Carpal Tunnel Release 3. Ganglion surgery 4. Bunionectomy
<b>Paediatric surgery</b>	Orchidopexy
<b>Hepatobiliary surgery</b>	Needle biopsy of the liver
<b>Cardiothoracic surgery</b>	Bronchoscopy
<b>General medical cardiology</b>	1. Coronary angioplasty 2. Coronary angiogram
<b>Neurology</b>	24-hour halter EEG
<b>Immunology</b>	Plasmapheresis
<b>Gastroenterology</b>	1. Oesophagoscopy 2. Gastroscopy 3. Colonoscopy 4. ERCP
<b>Diagnostic radiology</b>	1. Myelogram 2. Bronchography 3. Angiograms <ul style="list-style-type: none"> <li>a) Carotid</li> <li>b) Cerebral</li> <li>c) Coronary</li> <li>d) Peripheral</li> </ul>
<b>Obstetrics &amp; gynaecology</b>	1. Tubal ligation 2. Childbirth in a non-hospital setting 3. Incision and drainage of Bartholin's cyst 4. Marsupialisation of Bartholin's cyst 5. Cervical laser ablation 6. Hysteroscopy 7. Phototherapy 8. Dilation and curettage
<b>Hyperbaric oxygen treatment for:</b>	1. Radionecrosis 2. Malunion of major fractures 3. Avascular leg ulcers 4. Decompression sickness 5. Chronic osteitis 6. Serious anaerobic infections

<b>Skin conditions Excision of the following non-neoplastic naevi:</b>	1. Araneus 2. Spider 3. Stellar
--	---------------------------------------

4. The necessity for outpatient diagnostic radiology limited to:
  - 4.1. Magnetic Resonance Imaging (MRI)
  - 4.2. Computed Tomography Scans (CT Scans)
  - 4.3. Positron Emission Tomography (PET Scans)
  - 4.4. Nuclear Scans (limited to the mapping of cancer)
5. The treatment received in a casualty unit/ward of a hospital, provided that such treatment is not for routine physical treatment or any other medical examination or treatment other than emergency medical treatment.

## HOW WE WILL 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** to fulfil your policy cover and to process any claims you may have. If any of your contact details change, including your current contact number (cell phone), email address, physical and/or postal address, please call The Unlimited 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 0861 990 000 and give The Unlimited a chance to see if they can set things right. They will communicate with the insurer on your behalf.
2. If you are still not happy and would like to submit a formal complaint to the insurer, please refer to **HOW TO SUBMIT A COMPLAINT** in this document.

## TRANSFERRING YOUR INTEREST IN THE POLICY OR CASH-IN

You cannot transfer your financial interest, or any rights, in this policy to anyone else. 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

The Unlimited does 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.

## JURISDICTION AND CURRENCY

The policy is only valid within the territory of South Africa. All payments will be made in the currency of South Africa. Your policy will be governed by the laws of the Republic of South Africa, whose courts will have jurisdiction in any dispute arising under your policy.

## PAYMENT AND NON-PAYMENT OF YOUR PREMIUM

1. It is your responsibility to pay your premium every month or you will not be covered.
2. The policy will be valid for 1 (one) calendar month and is automatically renewed on the same terms for a further calendar month every time your premium is received by the insurer.
3. **Payment of premiums:**
  - 3.1. Please note that your premium, stated in your **policy schedule**, is collected as part of your payment due to The Unlimited and paid by them to the insurer.

- 3.2. The policy will not be binding on us until the first premium has been received by the insurer.
- 3.3. You must make payment by debit order, unless otherwise agreed by us in writing. Your debit order will be presented to your bank on the due date unless you reject the request from your bank to authenticate your debit order mandate. Please contact The Unlimited if you want to change the due date they have agreed with you.
- 3.4. The Unlimited reserves the right to request collection of the payment on a different due date from the date you have given them should this enable a successful collection. This will become the payment due date unless they indicate it is simply for a specific debit.  
**IMPORTANT:** Your payment may be collected on a different date due to a public holiday or weekend, without notifying you. Any bank charges incurred as a result will be for your own account.
4. **Unpaid premiums:**
  - 4.1 If The Unlimited does not successfully collect the premium by the agreed due date every month, and subject to the grace period, your policy will be suspended and you will not have access to your benefits for the month that no premium is received. The insurer will not double debit missed premiums the following month.
  - 4.1 You have a grace period of 15 (fifteen) days, calculated from the payment collection (due) date within which to make a manual payment to The Unlimited. During the grace period, the insurance benefits will remain in force and you will remain covered as long as you make a manual payment to The Unlimited. If The Unlimited does not receive payment within the 15 (fifteen) days, you will have no cover for the month that no premium is received. The grace period applies from the second month of cover.  
**Example: premium due date is the 1<sup>st</sup> of May. If you miss a payment, you will only have until the 16<sup>th</sup> of May to make a manual payment to The Unlimited. If you don't, you will not have cover for the month of the missed payment.**
  - 4.2. In the event of your debit order being unsuccessful, The Unlimited uses a tracking system that allows them to process your debit on another date 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 during the grace period when any debit order is unsuccessful.
  - 4.3. If your payment is not received, you agree that The Unlimited may, at their own discretion, try and collect from your account a further 3 times.
    - 4.3.1. If The Unlimited cannot collect the payment after 4 consecutive attempts, the policy will automatically end. This means that your policy will be cancelled. **Please note:** You and any person insured will not be entitled to any benefits during any month where The Unlimited does not successfully collect a premium from you, subject to the grace period.
    - 4.3.2. Any bank charges incurred because of failed collections will be for your own account.
  - 4.4. If you dispute your monthly debit order payment with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, The Unlimited 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 may change the premium, 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. Premiums are reviewed every year in January. Increases may be due to inflation/market/claim experience.
3. 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.

4. 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?

1. On receipt of your first payment, The Unlimited will pay the insurer the first premium and your policy will start on the first day of the calendar month in which your full successful payment (including the premium) occurs (the start date). For example, if your first payment is in April, the start date of your policy is on 1 April.
2. You are entitled to your insurance benefits from the start date, subject to any waiting period that may apply.
3. Should a claim occur within a waiting period (where applicable) there will be no refund of premium/s and no payment of the claim.
4. **Waiting periods:** each insured person will have the following waiting periods applied to their insurance benefits, starting from the calendar month that the insurer successfully receives the first premium.
  - 4.1. A 3 (three) calendar month waiting period, calculated from the start date, is applicable to all insurance benefits, unless an insured person received treatment as a result of an accident. An insured person is covered from the start date if any treatment is received because of an accident.
  - 4.2. Any treatment or advice received for a medical condition an insured person has had before the start of this policy, will have a waiting period of 12 (twelve) calendar months, calculated from the start date.
5. If you are unsure when your cover starts, please contact The Unlimited to confirm the start date of your policy.
6. The minimum entry age for cover under this policy for you, the main member, is 18 (eighteen) years old and the maximum entry age is 65 (sixty-five) years old.

## CANCELLATION OF YOUR POLICY

1. You can cancel your policy at any time by contacting The Unlimited who will request cancellation of the policy with the insurer on your behalf, or directly with the insurer. CALL 0861 990 000 OR EMAIL THE UNLIMITED ON CUSTOMERCARE@THEUNLIMITED.CO.ZA.
2. 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.
3. 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).
4. When this policy is cancelled (by you or by the insurer) and no further premiums are received from you, all cover and benefits under it will end at midnight on the last day of the calendar month for which the last premium was received.
5. Should this policy end for any reason, any benefits that apply to your dependants will also end. However, in the event of your death, your spouse may elect to continue the cover under this policy as the main member by notifying us within 60 (sixty) days of your death.
6. **Please note:** if you have not yet submitted a claim for an insured incident, and resulting hospitalisation, that happened before the date of cancellation of this policy, you will have a maximum of 3 (three) months after the date of cancellation to submit your claim, including ALL required supporting documents, to the UMA.
7. **Cooling-off period:** You are entitled to cancel this policy within 14 days after the date of receipt of this policy wording, or from the reasonably determined date on which this policy wording was received. Please note that you may

only cancel this policy within 14 days where no benefit has yet been paid or claimed or an insured incident has not yet occurred. All premiums that were paid up to the date that The Unlimited receives the notice of cancellation will be refunded to you, less any risk cover an insured person may have enjoyed.

## CLAIMS PROCESS AND CONDITIONS

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

**Please note:** all costs incurred for claiming your insurance benefits or submitting claim documentation are for your account.

Please go to [www.theunlimited.co.za](http://www.theunlimited.co.za) for a step-by-step guide on how to submit a claim, or call The Unlimited on **0861 990 000** if you need help with getting your claim started.

### 1. When can you claim?

- 1.1. As soon as the insurer has received your first premium, you are entitled to cover and to claim insurance benefits if an insured incident occurs after the start date; 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 successfully receives your premiums 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 insured incident must have happened in South Africa, it must be after the start date and an exclusion must not apply.

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

Following an insured incident which necessitated a defined event, you must:

- 2.1. notify the UMA of your claim in writing as soon as possible to [claims@ambledown.co.za](mailto:claims@ambledown.co.za), but no later than 180 (one hundred and eighty) days from the first day of treatment for such event.
- 2.2. provide all supporting claim documents, as reasonably required by the UMA, which shall at least include the following documents relating to the claim:
  - 2.2.1. hospital account;
  - 2.2.2. doctors' account; and
  - 2.2.3. medical aid statement.

### 3. General conditions for any claim:

- 3.1. **The UMA has the right to request additional supporting documents at any time** if they are unable to validate a claim. If the UMA requests additional information from you, it is because it is necessary for them to finalise the claim. They will require your co-operation in providing them with the additional information.
- 3.2. **The insurer may also require the UMA to inspect all current and/or past medical records, including the results of blood tests, and request that an insured person undergoes a medical examination at the insurer's expense.** Where the insured person is not you (the main member), you or a legal guardian will be required to obtain the necessary permission or consent for the insured person to undergo a medical examination, failing which, the claim may be voided.
- 3.3. If you do not comply with the UMA's reasonable requests, do not co-operate in the investigation of claims or you do not give the UMA specific claim documents/information within **30 days** of the UMA requesting the additional information, the insurer will assume that the claim was not taken up and close the claim.
- 3.4. Any benefit payable in respect of treatment received while confined in hospital shall only become due at the end of such period of confinement. However, at the discretion of the insurer, payment may be made to

you at the end of a 30 (thirty) day period of treatment during hospital confinement.

- 3.5. The UMA will request the insured person's medical aid scheme to re-assess any claim and to negotiate any discount with the relevant service providers. Should a discount be agreed to, the benefit payable in terms of this policy will be settled directly with the service provider. In all other cases, the benefit will be paid to you, your legal representative or the medical practitioner.
  - 3.6. Payment made to any approved claimant (as described above) will discharge our liability and obligations arising out of any event/s which led to the claim.
  - 3.7. No benefit payable shall carry interest.
  - 3.8. In the event that a benefit is paid as a result of any mis-representation, non-disclosure, mis-description or fraudulent action, you will be obliged to repay or return the benefit received under this policy and the insurer will be entitled to take legal action to recover the benefit and/or any costs associated with such legal action.
  - 3.9. **Please note:** Any claim under this policy will prescribe after 12 (twelve) calendar months from the date of the insured incident. This means that we will have no further liability, nor obligation to the claim. If the claim is subject to an awaiting court action between you and the insurer, the claim will still be valid.
  - 3.10. **There are other more important details which you will find in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section in this document. Please make sure you read and understand it and if you have any questions, please call The Unlimited on the number provided.**
4. **Claim repudiations:**
- 4.1. If the insurer repudiates your claim, the UMA will notify you of the repudiation. If you wish to challenge the repudiation, you will have 90 (ninety) days to make written representations to the insurer ([complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)). The insurer has 45 (forty-five) days from receipt of such written representation to notify you of their final decision.
  - 4.2. 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:
    - 4.2.1. institute legal action (if you do not, you may no longer have any claim); and/or
    - 4.2.2. lodge a complaint to the FAIS Ombud, to the National Financial Ombud Scheme or the Financial Sector Conduct Authority.
  - 4.3. **There are more important details about this process in the STATUTORY NOTICE OF DISCLOSURES AND OTHER LEGAL REQUIREMENTS section in this document.**

## **WHAT YOU ARE NOT COVERED FOR (your policy exclusions)**

**The following general exclusions apply to your policy. It is very important that you understand and take note of these.**

1. **The insurer will not be liable for costs and expenses resulting from:**
  - 1.1. any outpatient treatment that is not specifically listed under the **DEFINED EVENTS**. This includes specialist/medical practitioner consultations performed as an outpatient in the consulting rooms of the specialist or medical practitioner.
  - 1.2. an insured incident for which an insured person received treatment or advice 12 (twelve) months prior to the inception of this policy. This exclusion only applies to the first 12 (twelve) months of an insured person's cover.
  - 1.3. the use of nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.



- 1.4. investigations, treatment and/or surgery for obesity or any medical treatment directly or indirectly caused by or related to any condition that is a consequence of obesity;
- 1.5. cosmetic surgery or surgery directly or indirectly caused by or related to or in consequence of cosmetic surgery;
- 1.6. suicide, attempted suicide or intentional self-injury, unless such injuries are sustained in an attempt to preserve another human life;
- 1.7. a routine physical or any procedure of a purely diagnostic nature or any other examination where there is no objective indication of impairment in normal health, and laboratory diagnostic or x-ray examinations, except in the course of a disability established by prior call or attendance of a physician.
- 1.8. the taking of any drug or narcotic unless prescribed by and taken in accordance with the instructions of a registered medical practitioner (other than the insured person) or any illness caused by the use of alcohol;
- 1.9. drug addiction;
- 1.10. an incident directly attributable to the insured person's alcohol content in the blood exceeding the legal level permitted by law;
- 1.11. any investigation, treatment or surgery for artificial insemination or hormone treatment for infertility;
- 1.12. participation in:
  - 1.12.1. active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike or the activities of locked out workers;
  - 1.12.2. aviation other than as a passenger, pilot, or crew of a commercial operated airline;
  - 1.12.3. any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel craft or aircraft);
- 1.13. any medical/surgical procedure not covered, declined or paid as an exception by the medical aid scheme;
- 1.14. a Computed Tomography Scan (CT Scan) where the scan is used for guidance during a procedure to administer pain relief, draining of bodily fluid, biopsies or any other procedure;
- 1.15. depression, insanity, mental disorders or mental stress, psychotic/ psychoneurotic disorders, behavioural and neurodevelopmental disorders;
- 1.16. the insured person's failure to comply with the medical aid scheme rules regarding the failure to make use of a hospital that is a designated service provider, preferred service provider, associated hospital or network hospital.
2. **This policy does not cover:**
  - 2.1. any benefit which is already covered or payable by the insured person's medical aid scheme;
  - 2.2. any fraudulent claim submission;
  - 2.3. ward fees, theatre fees, medicines, material expenses/costs and any other hospital expenses are not covered under this policy;
  - 2.4. any sub-limitation imposed by a medical aid scheme as a result of an agreement between an insured person and a medical aid scheme;
  - 2.5. any co-payment or deductible as a result of an agreement between an insured person and a medical aid scheme;
  - 2.6. any co-payment/deductible, which is a portion of a claim amount, imposed by a medical aid scheme, that would be payable by the insured person and not covered by the medical aid plan.

## 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**

Please read this section carefully as it contains important information about the personal details that you have given to us. Information about the parties to this policy (agreement) or to persons whose interests are protected by this agreement may be processed for the various legal reasons outlined below.

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

The main member (“**you**”) hereby warrants and understands that we (where applicable), including our authorised agents, partners and service providers/contractors may:

- 1. **Collect information:**
  - 1.1. 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.
  - 1.2. 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 agent and authorised agents, partners and service providers/contractors.
  - 1.3. 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.
  - 1.4. You must be authorised to provide any personal information of third parties to us. 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.
- 2. **Process your information for the following reasons (amongst others):**
  - 2.1. to enable us to underwrite policies and assess risks fairly, for the performance of your insurance agreement and the enforcement of our contractual rights and obligations:

**Note:** Any personal information provided to us will be collected and used to allow us to fulfil our obligations to you in terms of this agreement and to assess risks fairly. In addition, the personal information may be shared internally or externally, with our departments, or other related third parties to comply with insurance obligations or legal requirements. Please contact us should you have any objections.

- 2.2. to comply with legislative, regulatory, risk and compliance requirements, codes of conduct and industry agreements or to fulfil reporting requirements and information requests.

- 2.3. to process payment instruments and payment instructions (like a debit order).
  - 2.4. to do affordability assessments, credit assessments and credit scoring.
  - 2.5. to manage and maintain your agreement/policy or relationship with us.
  - 2.6. to disclose and obtain information about you from credit bureaus regarding your credit history.
  - 2.7. to enable you to participate in the debt review process under the National Credit Act 34 of 2005.
  - 2.8. for security, identity verification and to check the accuracy of your information.
  - 2.9. where required, we may transfer your personal information outside of South Africa in compliance with the law.
  - 2.10. for customer satisfaction surveys, promotional and other competitions.
  - 2.11. 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.
  - 2.12. 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.
  - 2.13. 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.
3. **Share your information with the below persons (amongst others) who are bound to keep it secure and confidential:**

▪ <b>Attorneys, tracing agents, &amp; debt collectors when enforcing agreements.</b>	▪ <b>Debt counsellors &amp; payment distribution agents during any debt review process.</b>
▪ <b>Payment processing service providers, merchants, banks to process payment instructions.</b>	▪ Insurers and other financial institutions when providing insurance or assurance.
▪ <b>Our partners, service providers, agents, sub-contractors to offer and provide products and services to you.</b>	▪ Regulatory authorities, ombudsman, governments, local and international tax authorities & credit bureaus when we must share it with them.

4. **We automatically update and keep your information accurate:**  
 We may submit your information to, and receive information about you from, credit institutions (such as credit bureau) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business. 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 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.
5. **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 The Unlimited at the contact details provided.

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

As an insurance policyholder, or prospective policyholder, you have the right to the following information in respect of your non-life insurance product:

**DETAILS OF THE INTERMEDIARY**  
(The company that offered you the product)

<b>Company Name:</b>	The Unlimited Group (Pty) Ltd (The Unlimited)
<b>Physical Address:</b>	No.3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610
<b>Postal Address:</b>	Private Bag X7028, Hillcrest, 3650
<b>Telephone Number:</b>	0861 990 000
<b>Fax Number:</b>	0865 009 307
<b>Email Address:</b>	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>
<b>Website:</b>	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>
<b>Company Registration Number:</b>	2002/002773/07
<b>FSP License Number:</b>	21473
<b>VAT Number:</b>	4360161139
<b>Details of FAIS Compliance:</b>	Moonstone Compliance
<b>Compliance Officer:</b>	Ms CL Payne
<b>Postal Address:</b>	25 Quantum Street, Technopark, Stellenbosch, 7600
<b>Telephone Number:</b>	021 883 8000
<b>Fax Number:</b>	021 883 8005
<b>Email Address:</b>	<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. The insurer does offer the following cooling-off rights:</p> <p>If there has been no insured incident and no benefit has yet been claimed or paid, you have the right to cancel the policy by giving the insurer written or telephonic notice within 14 (fourteen) days of you receiving this policy wording OR from a reasonable date on which it can be deemed that you received this policy wording.</p> <p>The insurer will comply with your request for cancellation within 31 (thirty-one) days of receiving your cancellation notice and will refund all premiums or moneys paid.</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 an intermediary in terms of an Intermediary Agreement with the insurer and earns a monthly commission not exceeding 20% of the premium. The Unlimited also earns a monthly binder fee of 3.5% of the premium for services performed on behalf of the insurer in terms of a Binder Agreement.
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 Life 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 (fifteen) days.</li> <li>• We must maintain a list of all our Key Individuals and Representatives, and we must provide a copy of the register to the Registrar.</li> <li>• We accept responsibility for services provided by our Representatives, whilst acting in the scope of their employment/contracts and confirm that some services are rendered under supervision – please refer to the FSCA's webpage to view a full list of our Representatives. Steps to follow: <ol style="list-style-type: none"> <li>1. Go to <a href="http://www.fsca.co.za">www.fsca.co.za</a></li> <li>2. Click on "Regulated Entities"</li> <li>3. Under the heading "Regulated Entities and Persons" click on "FAIS"</li> <li>4. Click on "Financial Service Providers"</li> <li>5. Insert our FSP Number 21473 in the field "Search for FSP No"</li> <li>6. Click on "Details" and select the information that you wish to view.</li> </ol> </li> <li>• We may not provide business under a license that has not been changed in accordance with the provisions of the FAIS Act.</li> <li>• Our insurance products must qualify as financial products, as contemplated by the FAIS Act. We are licensed to provide intermediary services in respect of Category 1, Long Term Insurance Subcategories A, B1, B2, B1-A, B2-A and Short-Term Insurance Personal Lines (A1), Short Term Personal Lines A1 and Short Term Insurance Commercial Lines.</li> </ul>

**DETAILS OF THE LIFE INSURER**

(The company that underwrites the policy, a licensed non-life insurer and an authorised financial services provider)

Company Name:

Guardrisk Insurance Company Limited

Physical Address:

The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

Postal Address:

PO Box 786015, Sandton, 2146

Telephone Number:

011 669 1000

Email address:

[info@guardrisk.co.za](mailto:info@guardrisk.co.za)

Website:

[www.guardrisk.co.za](http://www.guardrisk.co.za)

Company Registration Number:

1992/001639/06

VAT Number:

4250138072

FSP License Number:

75

Products for which Guardrisk Insurance is licensed to provide Financial Services	"Advice" Rep is authorised (Yes/No)	"Intermediary Services" Rep is authorised (Yes/No)	Services Under Supervision (Yes/No)
Short Term Insurance: Commercial Lines	Yes	Yes	No
Short Term Insurance: Personal Lines	Yes	Yes	No
Short Term Insurance: Personal Lines A1	Yes	Yes	No

Details of internal Compliance Department:

Telephone number:

011 660 1000

Email address:

[compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

**Professional Indemnity and/or Fidelity Cover:**

Guardrisk Insurance Company Limited has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.

**Conflict of Interest:** Guardrisk Insurance Company Limited has a conflict of interest management policy in place and is available to clients on the website.

**Relationship between Vida Product Services (Pty) Ltd and Guardrisk**

This policy is subject to a cell captive relationship between Guardrisk Insurance Company Limited (GICL) and Vida Product Services (Pty) Ltd (Vida), as a result of a shareholder and subscription agreement concluded between GICL and Vida, whereby Vida is entitled to share in the profits and losses generated by the insurance business. Therefore, this is an arrangement whereby GICL shares equity with Vida through a shareholding arrangement and provides Vida a vehicle through which to write insurance risks.

**DETAILS OF THE UNDERWRITING MANAGER**

(The company that determines the premium for the policy, and manages the claims on behalf of the insurer)

Company Name:

Ambledown Financial Services (Propriety) Limited

Physical Address:

Ambledown House, Eton Office Park East, c/o Sloane and Harrison Streets

Postal Address:

PO Box 1862, Cramerview, 2060

Telephone Number:

0861 262 533

Email address:

[support@ambledown.co.za](mailto:support@ambledown.co.za)

Website:	<a href="http://www.ambledown.co.za">www.ambledown.co.za</a>
Company Registration Number:	2004/006271/07
FSP License Number:	10287
VAT Number:	4340215856

#### **Details of internal Compliance Department:**

Telephone number:	0861 262 533
Email address:	<a href="mailto:compliance@ambledown.co.za">compliance@ambledown.co.za</a>

#### **Details of FAIS Compliance:**

Telephone number:	Moonstone Compliance 021 883 8000
Email address:	<a href="mailto:support@moonstonecompliance.co.za">support@moonstonecompliance.co.za</a>

Ambledown Financial Services (Pty) Ltd is an authorised Financial Services Provider and licensed to render intermediary services relating to Short-Term Insurance Category 1 in respect of Short-Term Insurance Personal Lines and Short-Term Insurance Commercial Lines.

Ambledown has Professional Indemnity Insurance and Fidelity Guarantee Cover. Ambledown does not hold any shares in the insurer and more than 30% income was earned from the insurer in the last calendar year.

Ambledown Financial Services (Pty) Ltd has a UMA agreement with the insurer and earns a monthly binder fee of 23.5% of the premium for services performed on behalf of the insurer.

### **HOW TO SUBMIT A COMPLAINT**

#### **Step 1: Initial Complaints Process**

- If you have a complaint about how this policy was offered to you, please call The Unlimited on 0861 990 000/ 031 716 9600 or email [customercare@theunlimited.co.za](mailto:customercare@theunlimited.co.za). Please view The Unlimited's full Complaints Process on [www.theunlimited.co.za](http://www.theunlimited.co.za)
- If you have a complaint about your claim, please contact Ambledown Financial Services (Pty) Ltd on 0861 262 533 or [compliance@ambledown.co.za](mailto:compliance@ambledown.co.za)
- If you have a complaint about the service received, please contact Guardrisk Insurance Company Limited on 0860 333 361 or [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

Guardrisk Insurance Company Limited has a complaints procedure and a complaints resolution policy available on request.

#### **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 or the insurer to review the matter. We will notify you of the name and contact details of the person 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 remain dissatisfied with the outcome of your dispute you may make additional representation to Guardrisk Insurance Company Limited, by addressing your concerns to:

Guardrisk Insurance Company Limited Internal Resolutions:

Telephone:	0860 333 361
Email:	<a href="mailto:complaints@guardrisk.co.za">complaints@guardrisk.co.za</a>

## Step 4: External Dispute Resolution

We encourage clients to endeavour to resolve a complaint with The Unlimited first, before submitting a complaint to the Ombudsman. However, you may utilise any of the channels provided as you see appropriate.

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

### National Financial Ombud Scheme

Cape Town physical address:	Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7700
Johannesburg physical address:	110 Oxford Road, Houghton Estate, Johannesburg, Gauteng, 2198
Share call number:	0860 800 900
Email:	<a href="mailto:info@nfosa.co.za">info@nfosa.co.za</a>
Website:	<a href="http://www.nfosa.co.za">www.nfosa.co.za</a>

### 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 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:	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
Website:	<a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

### The Financial Sector Conduct Authority (FSCA)

Postal Address:	P.O. Box 35655, Menlo Park, 0102
Physical Address:	Riverwalk Office Park, Block B; 41 Matroosberg Road (Corner of Garsfontein and Matroosberg Roads), Ashlea Gardens, Extension 6, Menlo Park, Pretoria, 0081
Telephone:	012 428 8000 or 0800 20 37 22
Website:	<a href="http://www.fsc.co.za">www.fsc.co.za</a>

### Particulars of the Information Regulator (for personal information breaches)

Telephone:	010 023 5200
Email address:	<a href="mailto:POPIAComplaints@infoeregulator.org.za">POPIAComplaints@infoeregulator.org.za</a>
Physical address:	JD House, 27 Stiemens Street, Braamfontein, JHB, 2001
Postal address:	P.O. Box 31533, Braamfontein, 2017

## 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 (thirty-one) 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 (thirty-one)



days' notice in writing of its intention to cancel cover.

- The insurer must give reasons for rejection of your claim.
- The insurer may not cancel your policy cover 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 rejected solely based on a failure of such test.
- Should you have any complaints about the availability or adequacy of the information we have given you, please let The Unlimited 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.
- All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on behalf of you are your responsibility.