

# ALL YOUR PRODUCT BENEFITS UNPACKED.

theunlimited.co.za



Unlimit Your Life.

## THE UNLIMITED

FSP 21473



underwritten by Santam Structured Life Limited,  
a licensed life insurer and authorised financial services provider [1026]

Santam Structured Life Limited is the life insurer of the life insurance policy. The Unlimited acts as the intermediary who administers claims and performs other policy services on behalf of the life insurer.



## THE UNLIMITED MEMBERSHIP

### GENERAL TERMS AND CONDITIONS FOR YOUR MEMBERSHIP:

**PLEASE NOTE:** any proposal/application form or other information supplied by you or by us, or on behalf of you, including any recorded phone calls made to or received by you, will be the basis of this membership and of your life insurance policy and must be read together with these terms and conditions and of the life insurance policy.

### 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 us for the debit order collection of your payment every month.
2. **Life Insurer** means the company which provides you with your life insurance benefits and who receives the life insurance premium every month. Your Life Insurer under the life insurance policy is Santam Structured Life Limited.
3. **life insurance premium** means the amount payable by us to the Life Insurer every month for the life insurance cover (if you have life insurance benefits). The life insurance premium is included in the amount you pay us every month (the "payment"). The life insurance premium is disclosed separately in the life insurance policy.
4. **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. If you also have life insurance benefits, the payment includes the life insurance premium, payable by us to the Life Insurer.
5. **The Unlimited** means us, The Unlimited Group (Pty) Limited. We bring you the non-insurance benefits and provide the intermediary services and binder functions on behalf of the Life Insurer in respect of the life insurance benefits you have chosen.

### WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

For your payment every month, you get the non-insurance benefits described in the *non-insurance benefit section* below and the life insurance benefits which are described in your *life insurance policy (also below)*.

### WHO IS PARTY TO THE UNLIMITED MEMBERSHIP?

You and qualifying dependants who we have agreed to include at an additional payment. This can include your spouse, children, and other additional dependants *(as defined)*.

and

us, The Unlimited.

and

Any named service provider which provides your non-insurance benefits, which are described in the *non-insurance benefits* section of this membership.

### THE PAYMENT AND LIFE INSURANCE PREMIUM

1. In return for the payment, we negotiate rates and terms with service providers on your behalf and arrange life 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.



2. The payment includes any additional amounts you pay us for additional benefits you buy, which will include additional life insurance premiums for any additional lives insured, endorsements, amendments, and addendums (if any) to your life insurance policy.
3. **We may change the amount you pay in respect of the payment (which includes the life insurance premium). For example, if you buy additional insurance or non-insurance benefits from us, or annually if we do a price increase, but we will always give you 31 days' notice of our intention to do so.**
4. We may debit your payment on a different date from the day agreed if there is a better chance of collecting your payment (including the life insurance 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.
5. It is your responsibility to pay your total payment on the due date. If we 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 we cannot collect the payment, including the life insurance premium, from your bank account in any given month, we can, at our discretion, try and collect from your account a further 3 times by debit order. If we successfully debit your bank account again, the date of that collection will be the new start date. Any bank charges incurred because of failed collections will be for your own account. PLEASE NOTE: You and any person that is part of the membership will not be entitled to any benefits during any month where we do not successfully collect a payment from you.
6. Please contact us if you want to change the due (collection) date which we have agreed with you.
7. 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, we 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. You further agree that any personal information provided to us, including that of minor children, will be collected and used to allow us to fulfil our obligations to you in terms of this membership. In addition, the Personal Information may be shared internally or externally with our departments who have a need for this information, the Life Insurer or other third parties for business obligations or legal requirements. Please contact us should you have any objections.
2. You agree that we can market other products and services to you **even after this membership ends** and share market innovations with you.
3. You must be under the age of 65 to enter into this membership. The membership will automatically end when you turn 70 or immediately on the death of the main member.
4. Any life insurance and non-insurance benefits that apply to your spouse and dependants will also end should this membership end for any reason or when your dependants:
  - 4.1 in the case of children, turn 21; and
  - 4.2 in the case of adults, turn 70.
5. 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 we successfully collect the payment, unless amended.
6. You can only use your life insurance and non-insurance benefits available in South Africa and for events occurring in South Africa.
7. You can cancel the membership at any time. Give us a call so we can assist you. There is a cooling-off period of 5 business days (calculated from when these terms and conditions are sent to you) in which you can cancel and receive a refund BUT ONLY IF YOU HAVE NOT USED any of the life insurance and non-insurance benefits. Cancellation of your membership will include cancellation of ALL your life insurance and non-insurance benefits.
8. We will communicate with you via SMS, WhatsApp, email, or letter. This is also how we notify you of any payment increases or changes to your membership. If you have a preference about how we communicate with you, please tell us.

9. 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 us immediately.**
10. We can cancel this membership, including all the life insurance and non-insurance benefits you have:
  - 10.1 immediately by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
  - 10.2 immediately if we do not receive the payment from you each month (subject to the 15-day grace period); or
  - 10.3 on 31 days' notice in writing for any other reason (or any other period we agree or that is set out in this membership).
11. In the event of any fraud, mis-description, misrepresentation or non-disclosure of material facts we reserve the right, at any time, to void your membership or parts thereof, and your life insurance policy, cancel your membership or reject any benefit claim with immediate effect or declare the membership null and void from inception.
12. Your use of your life insurance and non-insurance benefits is always subject to the terms of this membership as well as any life insurance policy, statutory notices, amendments, endorsements, and addendums issued by us in terms of your membership; and must be read together with, and shall form a part of, this membership.
13. We reserve the right to amend, add or change the cover / benefits provided, including the payment, and life insurance premiums, the benefit waiting periods or any of the terms and conditions of this membership (including both life insurance and non-insurance benefits), by giving 31 days' written notice to you of our intention to do so.
14. 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.

#### **WE WOULD LOVE TO HEAR FROM YOU**

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

-  Facebook, (look for The Unlimited);
-  Twitter, (our handle is @theunlimited); find us on
-  LinkedIn as theunlimited; or
-  on our website [www.theunlimited.co.za](http://www.theunlimited.co.za); or
-  call us on **0861 990 000**

## YOUR NON-INSURANCE BENEFITS

These benefits are not regulated by the FAIS Act and are, therefore, not subject to the same rules and protection.

### SPECIFIC TERMS AND CONDITIONS FOR THE NON-INSURANCE BENEFITS:

#### EMERGENCY MEDICAL SERVICES ("EMS")

#### WHO IS YOUR SERVICE PROVIDER FOR THE EMS BENEFIT?

CIMS SA (Pty) (Ltd) is the service provider which will provide your *emergency medical services ("EMS") benefit*.

#### WHAT IS YOUR EMS BENEFIT?

1.1 **24-hour medical advice and information hotline – telephonic**

Qualified nursing staff are available 24 hours a day to provide general medical information and advice via telephone.

1.2 **24-hour emergency medical advice and assistance hotline - telephonic**

When you call the telephonic emergency medical advice and assistance hotline, whereby operators will:

1.2.1 guide you through a medical crisis situation;

1.2.2 provide emergency medical advice; and

1.2.3 arrange the support you require via the medical emergency alarm centre.

1.3 **Emergency medical response to the scene of a medical emergency (primary response)**

In the instance of a medical emergency, taking logistical constraints into account (e.g. availability of suitable landing sites and prevailing weather conditions), an appropriate road and/or air response will be undertaken utilising an ambulance, a rapid response vehicle or a helicopter whichever is the most medically appropriate - all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or doctors. Such transport will be despatched to the scene of a medical emergency where appropriate lifesaving support will be provided. If necessary, you will be stabilised before emergency medical transportation is provided.

1.4 **Emergency medical transportation – pre-hospital**

In the event of your involvement in a medical emergency, we will arrange and pay for emergency medical transportation where required.

For the avoidance of doubt:

1.4.1 You will be transported to a government hospital (and not a private hospital) in the event that you do not have sufficient and current medical aid cover, or in the event that the emergency medical personnel are unable to establish whether you are a paid-up member of a medical aid, e.g. due to the fact that you are unconscious;

1.4.2 The decision as to whether your circumstances constitute a medical emergency for which emergency medical transportation will be provided shall be in the sole and absolute discretion of the medical personnel in the alarm centre;

1.4.3 The choice of which medical facility you are transported to shall be in sole and absolute discretion of the attending emergency paramedic services. You waive any and all claims against us should you suffer any loss and or damages as a direct or indirect result of the choice of medical facility.

1.4.4 Medical considerations including the degree of urgency, your state and fitness to travel and other relevant considerations including, but not limited to, airport availability, weather conditions and distance to be covered as assessed by the emergency medical alarm centre doctor and support staff will determine whether emergency medical transportation will be

provided by medically equipped fixed wing air ambulance, helicopter, scheduled commercial flight or road ambulance.

**1.5 In the case whereby the initial emergency medical transportation was provided by the 24-hour call centre, the following additional benefits are available to the member where applicable and medically justifiable:**

**1.5.1 Inter-hospital transfer:**

After the initial emergency medical transportation, an inter-hospital or inter-facility transfer comprises the one-way transportation by road or air ambulance, whichever is most medically appropriate in the opinion of the emergency medical alarm centre doctor, to a more suitable or appropriate medical facility for managing your condition.

**1.5.1.1 Upgrade transfer:**

If the emergency medical alarm centre doctor, in consultation with your attending doctor, determines that you should be transferred and admitted (one way transfer) to an alternate medical facility (because the necessary treatment cannot be continued at the present facility), the emergency medical alarm centre will arrange and pay for your transportation to another medical facility which is willing to accept you and where treatment can be provided (after you have been stabilised), subject to the limits specified in the benefit table. This service does not include diagnostic transfers for medical procedures or investigations.

**1.5.1.2 Downgrade transfer:**

Transfer to a step-down medical facility will only be approved on a medically justified basis as authorised by the emergency medical alarm centre doctor. This transfer will be to the most appropriate and closest facility to the medical facility where you are being treated as an inpatient and is limited to a single transfer per hospitalisation event.

**1.5.1.3 Medical repatriation:**

In the event that you are hospitalised outside your home town, (being a distance greater than 100 km from your ordinary place of residence), the emergency medical alarm centre will arrange and pay, up to the limits specified in the benefit table, for your repatriation to a medical facility in or near your home town provided the provision of such service is, in the sole opinion of the emergency medical alarm centre doctor, regarded as being medically justified (long term inpatient treatment is required) and that medical supervision is required for such transfer. We will determine the means of transportation and timing of the repatriation in their sole discretion.

**1.5.2 Escorted return of minors**

In the event of your minor children being stranded as a result of your hospitalisation whereby the emergency medical transportation was provided through the programme, we will arrange and pay for the transportation of the minor children, under supervision where necessary, into the care of a person nominated by you, within South Africa.

**1.5.3 Compassionate visits**

Should you be hospitalised, whereby the emergency medical transportation was provided through the programme, further than 100km's outside of your ordinary place of residence for a period exceeding five (5) consecutive days, we will arrange and pay up to R2 000 (including VAT) for the economy class transportation of a close relative to visit you.

## HOW TO ACCESS YOUR EMS BENEFIT

- 1.1 You must contact the 24-hour call centre dedicated number 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 emergency and the nature of the assistance required.
- 1.2 Where you need a medical transfer or relocation you or your representative must inform the 24-hour call centre of the names, addresses and telephone numbers of the treating hospital, the attending doctor and, if available, your family doctor.
- 1.3 **IMPORTANT:** If an emergency requires that you are taken directly to a medical facility without first contacting the dedicated 24-hour call centre, you must notify the dedicated 24-hour call centre within 72 (seventy-two) hours of the medical emergency having occurred.
  - 1.3.1 If you have a medical aid, the invoice for ambulance transportation will be submitted to your medical aid for payment.
  - 1.3.2 If you do not have a medical aid and you incorrectly receive an invoice from the ambulance service provider despite having contacted the 24-hour call centre, you may submit the invoice to Cims South Africa for reimbursement within 2 (two) months of the date of the medical emergency, together with supporting documentation to: Cims South Africa, P.O. Box 1468, Sunninghill, 2157.

## IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH EMERGENCY MEDICAL SERVICES ("EMS")

We are under no obligation to provide any services to you in circumstances resulting, directly or indirectly from:

- 1.1 Services being rendered without the dedicated 24-hour call centre's authorisation or intervention.
- 1.2 Minor (i.e., non-life threatening) illness or injury which, in the sole opinion of the emergency medical alarm centre personnel, can be adequately treated locally, by your family general practitioner for example, and which do not require emergency medical transportation.
- 1.3 Wilful and self-inflicted injury or self-induced illness, as well as insanity, alcoholism, drug or substance abuse or self-exposure to needless peril (except in an attempt to save human life).
- 1.4 Professional sport or sport undertaken on a national or provincial competitive basis.
- 1.5 Your commission of, or your attempt to commit, an unlawful act.
- 1.6 Your active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, or insurrection nor for any consequence or loss which is a direct result of nuclear reaction or radiation.
- 1.7 Any events which occurred prior to the receipt by The Unlimited of your first fee payable in terms of this membership agreement.
- 1.8 Your failure to pay any fee on or before the due date for payment.

## SPECIFIC TERMS AND CONDITIONS FOR YOUR EMS BENEFIT

- 1.1 If you are transported to a medical facility by another service provider, we will only reimburse you to the limit of the tariffs which we have negotiated with our service providers. You will be liable for any shortfall.
- 1.2 We may at any time, and at our own cost, institute proceedings in your name to obtain compensation or secure an indemnity from any third party in respect of any loss or injury giving rise to the provision of services by our service providers.
- 1.3 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 agreement.

## THE LIFE INSURANCE POLICY

### THIS IS A LIFE INSURANCE POLICY, NOT A FUNERAL 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.

#### SPECIFIC TERMS & CONDITIONS FOR THE LIFE INSURANCE POLICY

##### WHO IS THE LIFE INSURER FOR THE LIFE INSURANCE POLICY?

Santam Structured Life Limited, a licensed life insurer and an authorised financial services provider (FSP Number 1026) (the Life Insurer), is the Life Insurer which provides you with your life insurance benefits.

The Unlimited is the intermediary on the policy. They also perform binder functions on behalf of the Life Insurer.

When we use the words “we” or “us” we refer to the Life Insurer or to The Unlimited acting on the Life Insurer’s behalf.

You can contact the Life Insurer, **Santam Structured Life Limited**, on **011 685 7600**

##### GENERAL DEFINITIONS (What these words mean when used in this life insurance policy)

Subject to all the terms and conditions of this life insurance policy:

1. **accident** means an external, violent, unexpected, and visible event, but which occurs at a time and place that can be identified. For example, a motor vehicle accident, an assault or burns.
2. **additional dependant** means any person, whose name and date of birth you have given to us and who are totally financially dependent on you. This means that from the date you add an additional dependant to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of your dependant and pay for their food, water, medicine, shelter, and clothing. They must also be a member of your family through blood or by a recognised legal relationship.
3. **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. This means that from the date you add a child to this life insurance policy



and throughout the lifetime of this life insurance 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.

4. **insured event** means a single accident which results in an insured person's admission/s to hospital because of an accidental injury, from any cause not excluded under this life insurance policy.
5. **insured person** means you, your spouse and/or any child or other additional dependant who is covered under this life insurance policy. They must be South African citizens or, if they aren't, they must have residential rights in South Africa.
6. **life insurance premium** means the amount payable by us to the Life Insurer every month for the life insurance cover (if you have life insurance benefits). The life insurance premium is included in the amount you pay us every month (the "payment"). The life insurance premium is disclosed separately in the life insurance benefits section of this life insurance policy.
7. **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 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 life insurance policy.
8. **start date** means the date on which the first payment, including the life insurance premium, is successfully received by us and is the date on which all your life insurance benefits are available (subject to waiting periods). If you miss a payment (which includes the life insurance premium) and we can deduct at a later date, your life insurance policy will re-commence, and the balance of any waiting period will be taken into account. Unless your life insurance policy has terminated, in which instance a new life insurance policy / life insurance benefit will be issued and new waiting periods will apply.
9. **waiting period** means the period specified in this life insurance policy / *life insurance benefits* section during which we need to successfully collect a specified number of payments (including the life insurance premium) from you before you are entitled to claim under this life insurance policy. Remember, the minimum payments start from when a person is added to the life insurance policy and cover for the applicable insured person will begin when we have received the required minimum payments (including the life insurance premium).
10. **we/us** means The Unlimited Group (Pty) Limited, acting on our own behalf or on behalf of the Life Insurer. We provide intermediary and binder services in respect of the life insurance policy.
11. **you/your** means the main member and includes additional lives insured / dependants, where applicable.

#### **IMPORTANT PLEASE READ CAREFULLY**

1. You pay The Unlimited the payment for your membership every month, including the life insurance premium which is collected on behalf of the Life Insurer. Any refund of life insurance premium due by the Life Insurer for any reason will not include the balance of our payment.
2. The life insurance policy is issued to you at your own request and without advice. Please read it carefully and ensure that it is appropriate to your needs. If not, please contact us. Also see **CANCELLATION OF YOUR LIFE INSURANCE BENEFITS** below.

#### **HOW WILL WE COMMUNICATE WITH YOU?**

1. We will communicate with you via SMS, WhatsApp to the cell phone number you provided us, email, or letter. This will be the agreed method of giving you any notice required by this life insurance policy or by law. If you have a preference about how we communicate with you, please tell us.
2. It is important to keep all the contact information (current cell phone number, email address, physical and/or postal address) you have recorded with us (including the details of your dependants and beneficiary) updated. If any of these contact details change, it is your duty to let us know as soon as possible. We will

always communicate with you using your last known details to fulfil your life insurance benefits and to process any claims you may have. Please contact us on 0861 990 000.

### FOR COMPLAINTS AND COMPLIANCE

1. It is important that you are happy with your life insurance 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 DOCUMENT.

### SPOUSE, CHILDREN AND ADDITIONAL DEPENDANTS/BENEFICIARIES (WHERE RELEVANT)

1. You (the main member) are covered by the life insurance benefits. You can cover your spouse, up to 5 of your children and up to 3 additional dependants (*as defined*), if stated to be included in the *life insurance benefits* section of this *life insurance policy*, at an additional cost to you, where applicable.
2. You must provide us with the name, surname, and dates of birth of your spouse, each of your children and additional dependants (*as defined*), or they will not be covered. It is important that we have the correct details of your spouse, the children, and additional dependants (where additional cover is given and selected at an additional life insurance premium). If any amendments are required, or you would like to understand who can be covered, please contact us for assistance.
3. **Important to note:**
  - 3.1 Details of your spouse, as defined, must be on record. Your spouse or life partner must normally live with you in South Africa, and you must be interdependent on each other.
  - 3.2 For your children or additional dependants, to be covered for an insured event, they must be:
    - 3.2.1 on record; **and**
    - 3.2.2 totally financially dependent on you. This means that from the date you add a child or additional dependant to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of the insured child or additional dependant and pay for their food, medicine, shelter, money, education and clothing; **and**
    - 3.2.3 be a member of your family through blood or by a recognised legal relationship.

**IMPORTANT:** You may add your child to this life insurance policy from the day they are born alive (and up to the age of 21).
4. Failure to provide us with the details above, or if you do not meet these requirements, can result in the rejection of a claim or the Life Insurer voiding the life insurance policy or parts thereof. At the time of a claim, it is your responsibility to prove that you and your spouse are interdependent and that you normally live together. You must also prove that your dependants are a member of your family through blood or by a recognised legal relationship and are totally financially dependent on you as described above.

### PAYMENT AND NON-PAYMENT OF LIFE INSURANCE PREMIUMS

1. The life insurance policy is a month-to-month policy and is automatically renewed on the same terms for a further month every time you pay your life insurance premium on the due date.
2. **Payment of life insurance premiums:**
  - 2.1 Please note that your life insurance premium, stated in the *life insurance benefits* section of this *life insurance policy*, is collected as part of your payment due to The Unlimited and paid by us to the Life Insurer.
  - 2.2 The life insurance premium is due in advance every month and it is your responsibility to ensure we receive your payment every month, which includes the life insurance premiums paid to the

Life Insurer, by the agreed due date, or you will not be covered. Please contact us if you want to change the due date, we have agreed with you.

- 2.3 This life insurance policy will not be binding on us or the Life Insurer until the first life insurance premium has been received by the Life Insurer.
- 2.4 You must make payment by debit order, unless otherwise agreed by us in writing. Your debit order for the payment will be presented to your bank on the due date.
- 2.5 We reserve the right to request collection of the payment on a different due date from the date you have given us should this enable successful life insurance premium collection. This will become the payment due date unless we 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.

### 3. Unpaid life insurance premiums:

- 3.1 **If we do not receive the payment by the agreed due date, you will have NO cover.**

- 3.2 You have a grace period of 15 (fifteen) days, calculated from the payment due date within which to make a manual EFT payment to us. During the grace period, all life insurance benefits will remain in force. However, in the event of a valid claim occurring during this period, the outstanding life insurance premium can be deducted from the amount to be paid. If we do not receive payment within the 15 days, you will not have cover.

*Example: Life Insurance Premium due date is the 1st of May. If you miss a payment, you will only have until the 16th of May to make a manual EFT payment to us. If you don't, you will not have cover.*

- 4. **Please note that we do not double debit missed payments. If you miss a payment you need to make an electronic funds transfer (EFT payment) within the grace period or you will have NO cover. Call 0861 990 000 for assistance.**
- 5. If we are unable to collect your payment on the due date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit order collection. This allows you to keep your life insurance policy active, but it remains your obligation to see that all payments are made.
- 6. If your payment is not received, you agree that we may, at our discretion, try and collect from your account a further 3 times.
  - 6.1 If we cannot collect the payment after 4 consecutive attempts, the life insurance policy will automatically end. This means that your life insurance policy will lapse. PLEASE NOTE: You and any person insured will not be entitled to any life insurance benefits during any month where we do not successfully collect a payment from you.
- 7. If you dispute your monthly debit order with the result that the payment is reversed by your bank, and provided the debit order mandate is not cancelled, we may, subject to the terms of this life insurance policy, resubmit the debit order mandate for collection in the month following the dispute/s.

### AMENDMENTS TO COVER OR LIFE INSURANCE PREMIUMS

- 1. **We reserve the right to amend, add or change the life insurance premium, benefit waiting period or terms and conditions of this life insurance 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 life insurance premium rate adjustment 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.

### WHEN DOES YOUR COVER START?

- 1. You authorise The Unlimited to apply on your behalf to the Life Insurer for the life insurance benefits.

2. On acceptance of your application by the Life Insurer, The Unlimited will pay the Life Insurer the first life insurance premium and your life insurance policy will start (the start date). Provided the Life Insurer accepts our application, the start date of your life insurance policy will be the date we successfully collect your first payment (including the life insurance premium).
3. Payment by The Unlimited of the first life insurance premium to the Life Insurer is subject to the following:
  - 3.1 that The Unlimited has received payment of your first monthly fee;
  - 3.2 that The Unlimited has applied to the Life Insurer for the life insurance on your behalf; and
  - 3.3 that the Life Insurer has accepted the application from The Unlimited.
4. You are entitled to your life insurance benefits from the start date, subject to any waiting period that may apply.
5. If you are unsure when your cover starts, please contact us to confirm the start date of your life insurance policy.

#### **CANCELLATION OF YOUR LIFE INSURANCE POLICY**

1. You can cancel your life insurance policy at any time. CALL US ON 0861 990 000 OR EMAIL US ON [CUSTOMERCARE@THEUNLIMITED.CO.ZA](mailto:CUSTOMERCARE@THEUNLIMITED.CO.ZA)
2. The Life Insurer can cancel or void the life insurance policy (or sections thereof) at any time if you do not fulfil your duties under this life insurance policy or if you misrepresent material facts, are dishonest or fraudulent in your actions, by us notifying you:
  - 2.1 immediately in writing of cancellation / voidance for fraudulent or dishonest actions or the non-payment of life insurance premium; and
  - 2.2 of cancellation after 31 days' notice in writing (or such other period as may be mutually agreed and/ or otherwise prescribed by this life insurance policy).
3. When this policy is cancelled (by you or by the Life Insurer), all cover and benefits under it will end from the date it is cancelled.

#### **RE-INSTATEMENT OF LIFE INSURANCE BENEFITS**

1. You may, within 30 days of the lapse date, contact us with your desire to reinstate the life insurance policy. We will then decide whether to reinstate the life insurance policy or not, but subject to a no-claims declaration. Cover will then be provided subject to us continuing to receive your payment on the due date, the usual waiting periods and life insurance policy terms and conditions will apply.
2. You will not be covered for the period between the lapse date and the reinstatement date.

#### **TRANSFER OR CASH-IN**

Your life insurance policy, or any rights in your life insurance policy, cannot be transferred to another person. You cannot take out a loan against your life insurance policy. Your life insurance 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 life insurance policy, or any part of this life insurance policy is replacing an existing policy you have, make sure that you have carefully compared the insurance premiums, 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 life insurance benefits.



1. **When can you claim?**
  - 1.1 As soon as we have received your first payment, including the life insurance premium (the start date), you are entitled to cover and to claim your life 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 life insurance benefits covered if we successfully receive your payment (including the life insurance premium) every month and if you comply with all the terms and conditions in this life insurance policy.
  - 1.2 **The insured event must have happened in South Africa, it must be after the start date and an exclusion must not apply.**
2. **Time period to submit a claim?**
  - 2.1 Your claim form and supporting claim documents must be submitted to us by you or the nominated beneficiary or alternative claimant (where applicable) within 45 days of the insured event. If we do not receive the information we need, the Life Insurer will close your claim.
3. **How do you claim your life insurance benefits?**
  - 3.1 It's simple, CALL US on 0861 990 000 and we will guide you through the process.
  - 3.2 Please see your life insurance benefits section and claim forms for the required documents to finalise your claim.
  - 3.3 On approval of a valid claim, the cash payout can be used for any purpose you see fit.
4. **General requirements for any claim:**
  - 4.1 **We have the right to request additional supporting documents at any time** if we are unable to validate the claim with all the information requested in this life insurance policy and the claim forms.
  - 4.2 **IMPORTANT:** Details of the additional information we may require will be provided with your claim form. If we request the additional information from you, it is because it is necessary for us to finalise the claim. We will require your co-operation in providing us with the additional information.
  - 4.3 **If we approve your claim you, or any other approved claimant, will be required to provide us with a copy of the claimant's identity document and bank statement that clearly shows the name and address of the account holder, the account number as well as the Bank date stamp.**
  - 4.4 **All costs incurred in submitting a claim are for your account.**
  - 4.5 **Your claim documents can be sent by any of the methods below to:**

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

Postal address: Private Bag X7028, Hillcrest, 3650  
Physical Address: No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610  
Email address: [claimsdocs@theunlimited.co.za](mailto:claimsdocs@theunlimited.co.za)  
Fax number: 086 206 4069

- 4.6 If you do not comply with our reasonable requests, do not cooperate in the investigation of claims or you do not give us specific claim documents/information, the Life Insurer may close or repudiate your claim.
- 4.7 **There are some more important details which you will find in the document called the STATUTORY NOTICE OF DISCLOSURES DOCUMENT which is provided to you in this pack. Please make sure you read and understand it and if you have any questions, please call us on the number we have provided.**
- 4.8 Payment made to any approved claimant will discharge our and the Life Insurer's liability and obligations arising out of the event/s which led to the claim.

- 4.9 In the event that a benefit is paid as a result of any misrepresentation, non-disclosure, misdescription or fraudulent action, the beneficiary / claimant will be obliged to repay or return the benefit received under this life insurance policy and we will be entitled to take legal action to recover the benefit and/or any costs associated with such legal action.
5. **Claim repudiations:**
- 5.1 If the Life Insurer repudiates your claim, we will notify you of the repudiation. **You will have 90 days from the date of the notification of the decision to you to challenge the Life Insurer's decision.** You must do this by writing to us or the Life Insurer with reasons and representations. If the Life Insurer's decision remains unchanged, and you want to start a legal process, **you have an additional 180 days to do so from the date the final decision is notified to you. If you don't, your claim will lapse.**
- 5.2 **There are more important details about this process in the STATUTORY NOTICE OF DISCLOSURES DOCUMENT provided to you.**

### **GENERAL LIFE INSURANCE POLICY EXCLUSIONS**

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

1. The Life Insurer will NOT cover any claim if you have:
  - 1.1 added additional dependants who are not related to you through blood or a legally recognised relationship and who are not totally financially dependent on you for their livelihood and support including payment of their food, water, medicine, shelter and clothing at the time of the incident that led to a claim under this life insurance policy;
  - 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 life insurance policy;
2. The Life Insurer will NOT cover any claim where at the time of the incident that led to a claim under this life insurance policy:
  - 2.1 the insured event occurred before we received your first payment to enable us to pay the first life insurance premium payable in terms of this life insurance policy;
  - 2.2 you failed to pay any payment on or before the due date of the payment, subject to the provisions of this life insurance policy;
3. The Life Insurer will NOT cover any claim where at the time of the incident, or immediately before, you or any life insured:
  - 3.1 partook in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;
  - 3.2 were exposed to nuclear reaction or radiation of any kind;
  - 3.3 attempted to commit or had wilful involvement in any unlawful / illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);
  - 3.4 was driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;
  - 3.5 attempted suicide or Intentional self-harm / injury;
  - 3.6 committed fraud or attempted fraud, or did not tell us the truth or did not give us all the correct details, including about your health (now or when you claim)
  - 3.7 partook in any of the below high-risk activities / occupations:
    - 3.7.1 any sport as a professional;
    - 3.7.2 parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;
    - 3.7.3 racing, speed, or endurance tests on or in power driven vehicles or crafts;

- 3.7.4 flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;
- 3.7.5 mountaineering of any nature, wall/rock climbing and bouldering;
- 3.7.6 bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;
- 3.7.7 game hunting;
- 3.7.8 quad biking;
- 3.7.9 digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;
- 3.7.10 consumed, used and/or abused any intoxicating substance (for example, however not limited to, medication, illegal narcotics / drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.

## **SANCTIONS**

1. This life insurance policy excludes cover, and the Life Insurer is not liable to pay for any claim, nor provide any life insurance benefit under this life insurance policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose either us or the Life 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 Life Insurer has the right to cancel any life insurance benefit/life insurance policy, section and/or item should we or the Life Insurer become aware that you, your dependents, or beneficiaries are listed on one of the sanctions lists which we are required to screen against.

## **YOUR LIFE INSURANCE BENEFITS**

1. We agree to pay your claim/s subject to:
  - 1.1 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 life insurance policy and must be true and complete or the life insurance benefits may not be paid;
  - 1.2 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 life insurance policy from the date of change;
  - 1.3 you complying with your payment obligations, all the terms, conditions, limitations, and exclusions contained in this life insurance policy. If you don't, the Life Insurer can void your life insurance policy / benefits, cancel the life insurance policy, or reject any claim/s made.

## **LIFE INSURANCE BENEFITS AVAILABLE:**

### **A. ACCIDENTAL INJURY CASH BENEFIT (ACCIDENT CASH BENEFIT)**

1. **Specific additional definitions for your accidental injury cash benefit**
  - 1.1 **Accidental injury cash benefit** means the cover payable by the Life Insurer in the event of you, or an insured person covered under the life insurance policy, being admitted to hospital because of an accidental injury.

- 1.2 **accidental injury** means an injury sustained because of an accident which causes you or any other insured person to be admitted to a hospital by a doctor for a period of 24 hours in a row or more, and which injury could not have been attended to as an out/day patient or at home.
- 1.3 **additional treatment** means any treatment you or another insured person receives for conditions other than the treatment received or required to be received directly related to the insured event for which you or any other insured person are covered.

2. **Important information about your accidental injury cash benefit**

- 2.1 This is not a hospital plan. **THERE IS NO COVER FOR ILLNESS CLAIMS OR HOSPITALISATION FOR ILLNESS.**
- 2.2 This is **not a medical scheme**. The cover is not the same as a medical scheme and is not a substitute for medical scheme membership.

3. **Benefit: accidental injury cash benefit**

We will pay an insured person the daily amount stated in the *benefit limits table* below, following their admission to hospital for a full day (that is 24 hours in a row), because of an injury caused by an accident (accidental injury).

Benefit limits	Life insurance premium
<p>Your maximum benefit limit is <b>R100,000.00 (one hundred thousand Rand) per insured event</b>, per insured person. An insured person will be covered for <b>R1,000.00 (one thousand Rand) per day, for up to 100 days</b>, for each full day spent in hospital as a result of an accidental injury.</p> <p><b>Who is covered?</b></p> <p>1. <b>You</b>, the main member, your <b>spouse</b>, and your <b>children (up to a maximum of 5)</b></p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• we have your, your spouse's and your children's names and dates of birth on record.</li> <li>• children must be 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.</li> <li>• we have received the additional life insurance premium/s for all insured persons stated in this <i>benefit limits table</i>.</li> </ul> <p><b>Optional additional cover</b></p> <p>Provided you have asked us to provide you with this additional cover and provided you have paid the additional life insurance premium, we will increase the accidental injury cash benefit from <b>R1,000.00 (one thousand Rand) per day, for up to 100 days</b> to <b>R2,000.00 (two thousand Rand) per day, for up to 100 days</b>, for each full day that an insured person spends in hospital as a result of an accidental injury.</p> <p>The maximum benefits limit provided by the Life Insurer will accordingly be <b>R 200,000.00 (two hundred thousand Rand)</b> per insured person (i.e., you, your Spouse and/or Children) per insured event, provided you have</p>	<p>Your life insurance premium for you, your spouse and up to 5 children is R6.75 per month, which is payable as part of your payment to The Unlimited on the due date.</p> <p>The following <u>additional</u> life insurance premium will be payable for the optional additional cover (provided you have asked us for the additional cover):</p> <ul style="list-style-type: none"> <li>• –An additional R6.75 per month for you, your spouse and up to 5 children.</li> </ul>



<p>paid the additional life insurance premium and we have your, your spouse's and your children's names and dates of birth on record.</p> <p><b>Maximum payout (accidental injury cash benefit only)</b></p> <p>If you have any other health insurance policies, the maximum daily limit per insured person for hospitalisation for an accidental injury cannot exceed R3,900.00 from all policies combined. We are not liable to pay or contribute more than our pro rata portion of the maximum payable daily limit, subject to the maximum limit provided by this life insurance policy, whichever is the lesser.</p>	
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4. **Waiting periods specific to your accidental injury cash benefit**

There is no waiting period for your accidental injury cash benefit.

5. **Who will we pay?**

We will pay you, by payment into your South African bank account, from which we have collected the life insurance premiums.

6. **Additional compulsory documents / information required for accidental injury cash benefit claims:**

PLEASE NOTE: The medical information, in the form of hospital admission forms / hospital records detailing treatment that you need to provide us with, must be obtained by you from the clinic/hospital or the doctor/nurse that treated the insured patient.

6.1 Completed claim form.

6.2 Please provide copies of the specific medical information we require to process your claim, as follows:

6.2.1 The date and time of the insured person's admission into and discharge from the hospital / clinic;

6.2.2 Contact details of the hospital

6.2.3 The final diagnosis of the accidental injury/injuries and the reason for the time spent in hospital;

6.2.4 All medication and treatment administered to the insured person;

6.2.5 The details of any procedures the insured person underwent; and

6.2.6 The long-term prognosis for the insured person's injuries

6.3 Where an incident was, or should be, reported to the SAPS, you may have to provide us with a copy of the police or accident report.

7. **Specific additional exclusions for your accidental injury cash benefit**

7.1 Please refer to the GENERAL LIFE INSURANCE POLICY EXCLUSIONS which will be applicable to this life insurance benefit.

7.2 We will also **NOT** pay any ACCIDENTAL INJURY CASH BENEFIT claim:

7.2.1 if any injuries are treated in a casualty unit or if injuries are, or should be, treated as an outpatient or a day case at a hospital;

7.2.2 if additional treatment is required and/or where the treatment of another or underlying medical condition/complication and/or illness prolongs the stay in hospital e.g., underlying condition of diabetes prolongs an accidental injury admission;

7.2.3 if the treatment received was only for pain relief, physiotherapy and/or traction, soft tissue injuries including all admissions for the treatment of sprain and strain injuries;

7.2.4 for any elective or planned medical procedures whatsoever;

7.2.5 for treatment of mental or psychological conditions; any pregnancy related treatment or operations.

**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 INTERMEDIARY (BINDER HOLDER)**

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
Fax Number:	0865 009 307
Email Address:	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>
Website:	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>
Company Registration Number:	2002/002773/07
FSP License Number:	21473
VAT Number:	4360161139
Details of FAIS Compliance:	Moonstone Compliance
Compliance Officer:	Ms CL 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>	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: If there has been no insured event and no benefit has yet been claimed or paid, you have the right to cancel the life insurance policy by giving us written or telephonic notice within 5 business 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.  The Life 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.
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 Life Insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the Life 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 Life Insurer</b>	The Unlimited does not hold more than 10% of the Life 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 Life 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>Financial Intelligence Centre Act (FICA)</b>	Please note that in terms of the Financial Intelligence Centre Act, the Life Insurer as well as The Unlimited, are obliged to report suspicious and unusual transactions that may facilitate money laundering to the authorities. We also conduct sanctions screening to ensure that we are not conducting business with individuals who appear on sanctions lists. If you are a Domestic Prominent Influential Person or a Foreign Prominent Influential Person in terms of the FICA Act, please let us know by calling our call centre.
i.	<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 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

That underwrites the life insurance benefits, and which is a licensed life insurer and an authorised financial services provider.

Company Name:	<b>Santam Structured Life Limited</b>
Physical Address:	7th Floor, Alice Lane Building 3, c/o Alice Lane & 5th Street, Sandton, 2196
Postal Address:	PO Box 652659, Benmore, 2010
Telephone Number:	0860 762 745 or 011 685 7600
Fax Number:	011 784 9858
Website:	<a href="http://www.santam.co.za">www.santam.co.za</a>
Company Registration Number:	2002/013263/06
FSP License Number:	1026
VAT Number:	4100149816



Details of internal Compliance Department:

Telephone number: 0860 762 745/011 685 7600  
Email address: SSL.compliance@santam.co.za

Details of FAIS Compliance:

Compliance Officer: Compli-Serve SA (Pty) Ltd  
Ms Theresa van Diggelen  
Telephone Number: 087 897 6970  
Email: theresa@compliserve.co.za

## HOW TO SUBMIT A COMPLAINT

### Step 1: Initial Complaints Process

If you have a complaint about this life insurance policy or our service in general, you can write to us at [info@theunlimited.co.za](mailto:info@theunlimited.co.za) or call our Customer Care line on 0861 990 000/ 031 716 9600 or fax us on 0865 009 307. 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 that will be tasked to facilitate the dispute resolution process; and

When a decision has been reached you will be provided with the outcome of such decision together with reasons.

### Step 3: Representation to the Life 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 Santam Structured Life Limited by addressing your concerns to:

The Market Conduct Officer:

Telephone: 011 685 7600/0860 762 745  
Email: SSL.Rejections@santam.co.za (Dispute of Rejection)  
Email: SSL.Complaints@santam.co.za (Complaint)

### Step 4: External Dispute Resolution

**We encourage clients to endeavour to resolve a complaint with us and/or the Life 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:

### Ombudsman for Long-Term Insurance

Postal Address: Private Bag X45, Claremont, Cape Town, 7735

Physical Address:	Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, 7700,
Fax number:	021 674 0951
Telephone number:	021 657 5000
Share call number:	0860 103 236
Email:	info@ombud.co.za
Website:	www.ombud.co.za

### **The Financial Advisory and Intermediary Services (FAIS) Ombudsman**

If you are not satisfied with the way the product was sold to you or the disclosures that were made to you, you may submit your complaint in writing to the FAIS Ombud at:

Postal Address:	P. O. Box 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
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:	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 Life Insurer is not resolved to your satisfaction, you may submit the complaint to the Long-Term Insurance Ombudsman or the FAIS Ombud.
- If your life insurance 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 Life Insurer must give you at least 31 days' notice in writing of its intention to cancel cover.
- The Life Insurer must give reasons for rejection of your claim.
- The Life Insurer may not cancel your life 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 life insurance 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 us know on 0861 990 000.
- Your life insurance policy documents contain the name, class and type of life insurance 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 life insurance policy.

## 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. Please make sure that you provide this section of the Statutory Notice of Disclosures to any other party related to this insurance as it contains information about the protection of your and their personal information. Information about the parties to this policy (agreement) or persons whose interests are protected by this agreement may be processed for the various legal reasons outlined below.

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)

The main member ("you") hereby warrants and understands that we, including our authorised agents, partners and service provider/ 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 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 agent and authorised agents, partners, and service provider/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 that you warrant that 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 provider/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, including sensitive health information and that of minor children, 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 (who strictly need this information), 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 bureau 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:**

<ul style="list-style-type: none"> <li>▪ Attorneys, tracing agents, &amp; debt collectors when enforcing agreements</li> </ul>	<ul style="list-style-type: none"> <li>▪ Debt counsellors &amp; payment distribution agents during any debt review process.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Payment processing service providers, merchants, banks to process payment instructions</li> </ul>	<ul style="list-style-type: none"> <li>▪ Insurers and other financial institutions when providing insurance or assurance.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Our partners, service providers, agents, sub-contractors to offer and provide products and services to you</li> </ul>	<ul style="list-style-type: none"> <li>▪ Regulatory authorities, ombudsman, governments, local and international tax authorities &amp; credit bureaus when we must share it with them.</li> </ul>

4. **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 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 us at the contact details provided above.



## KEY INFORMATION DISCLOSURE DOCUMENT (“KID DOCUMENT”)

This document contains important information about your life insurance policy as required by Rule 11 (5) of the Policyholder Protection Rules, please make sure that you read and understand it. Please keep this document together with your membership wording (including your life insurance policy) and if you have any questions, please contact us.

### PLEASE NOTE:

- This document serves as evidence of the fact that you have agreed to the cover provided in the life insurance policy.
- Although your life insurance policy is administered by **The Unlimited**, the Life Insurer providing you with the life insurance benefits is **Santam Structured Life Limited**, a licensed life insurer and an authorised financial services provider.
- You must read this and keep this document safe.
- You can call us at any time on **0861 990 000**. You can also contact us on:



Facebook (look for **The Unlimited**);



Twitter (our handle is **@theunlimited**);



LinkedIn as **theunlimited**; or



on our website **www.theunlimited.co.za**

- You have been provided with your life insurance policy terms and conditions which explain how your life insurance policy works, as well as general and special limitations and exclusions, details of the Life Insurer, the life insurance premiums payable, and other requirements and rules that form an integral part of the agreement between you and the Life Insurer.
- **Please make sure that you read the full terms and conditions, and if you have any questions, please call us on 0861 990 000.**
- Below, we provide a summary of key information. For comprehensive information, always refer to your full life insurance policy terms and conditions:

a. <b>Your membership with us</b>	<ul style="list-style-type: none"><li>• You have a membership with The Unlimited Group (Pty) Limited (“The Unlimited”).</li><li>• The membership provides you with access to non-insurance benefits and services which are provided by The Unlimited, for which you pay the payment every month. Included in this payment is the life insurance premium/s which is disclosed to you.</li><li>• Included as part of the membership are your life insurance benefits (the “life insurance policy”), which are underwritten by Santam Structured Life Limited.</li><li>• The non-insurance membership services and benefits and the life insurance benefits make up the whole product (your membership).</li></ul>
b. <b>The type of insurance policy that you have</b>	<ul style="list-style-type: none"><li>• Your insurance policy is a life insurance policy.</li><li>• This is not a medical scheme, and the cover is not the same as that of a medical scheme, nor is it a substitute for medical scheme membership.</li><li>• <b>THIS LIFE INSURANCE POLICY DOES NOT COVER ILLNESS AND IT IS NOT A FUNERAL POLICY.</b></li></ul>
c. <b>When your life insurance benefits will be available</b>	The start date of your life insurance policy will be the date we successfully collect your first payment (which includes your life insurance premium). You are entitled to your life insurance policy cover from the start date, subject to any waiting period that may apply. This is a month-to-month life insurance policy, and your cover will continue month-to month if we successfully collect your payment (including the life insurance premium) from you.
d. <b>Cancellation of your life insurance policy</b>	<p>You may cancel your life insurance policy at any time with no early termination penalties by calling us on 0861 990 000, or alternatively via post or email.</p> <p>Postal Address: The Unlimited, Private Bag X7028, Hillcrest, 3650</p> <p>Email Address: <a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a></p> <p>The Life Insurer may also cancel your life insurance policy in writing:</p>

		<ul style="list-style-type: none"> <li>• immediately for fraudulent or dishonest actions</li> <li>• for non-payment of life insurance premiums (subject to the 15 days' grace period)</li> <li>• after 31 days' notice to you</li> </ul>
e.	<b>Cooling-off rights</b>	<p>As this is a month-to-month life insurance policy (duration of less than 31 days), a cooling-off period in terms of the Policyholder Protection Rules is not required. We do, however, offer the following cooling-off rights:</p> <p>If there has been no insured event and no life insurance benefit has yet been claimed or paid, you have the right to cancel the life insurance policy by giving us written or telephonic notice within 5 business days of your terms and conditions being sent to you OR from a reasonable date on which it can be deemed that your terms and conditions were sent to you.</p> <p>The Life Insurer will comply with your request for cancellation within 31 days of receiving your cancellation notice and will refund all life insurance premiums or moneys paid by the premium-payer, minus any cost of any risk cover enjoyed.</p>
f.	<b>Life insurance premiums payable</b>	<p>The life insurance premium/s for your life insurance benefits combined is as follows:</p> <ul style="list-style-type: none"> <li>• R6.75 per month for you (the main member), your spouse and your children (max. of 5)</li> <li>• R6.75 extra per month for the optional additional cover for you, your spouse and up to 5 children.</li> </ul> <p>Please remember that all child/ren that you choose to cover on your life insurance policy must be a member of your family through blood or by a recognised legal relationship and totally financially dependent on you. This means that from the date you add a child to this life insurance policy and throughout the lifetime of this life insurance policy, you (the main member) are totally responsible for the livelihood and support of the insured child and pay for their food, medicine, shelter, money, education, and clothing.</p> <p>We will always give you 31 days' notice of any increase to your life insurance premium.</p>
g.	<b>How and when your life insurance premiums must be paid</b>	<p>Your life insurance premiums (which forms part of your payment to The Unlimited) are paid monthly in advance on the due date you agreed with us (on your call log or application document).</p> <p>The life insurance premiums will be paid by debit order (as part of your payment), using the bank account details you provided us. To ensure you are always covered under the life insurance policy and to avoid cancellation and unpaid debit order costs, please make sure you have sufficient funds in your account.</p> <p><b>IMPORTANT:</b> We may debit your payment (including your life insurance premium) on a different date from the day agreed if there is a better chance of collecting your life insurance premium and keeping you covered.</p> <p><b>REMEMBER:</b> If the due date falls on a public holiday or a weekend, the payment (including your life insurance premium) will be collected on the first business day before or after the due date.</p>
h.	<b>December collections of life insurance premiums</b>	<p>In December, we may collect your payment (including your life insurance premium) on an earlier date than your standard due date and we will give you 31 days' notice of our intention to do so.</p> <p>We will usually attempt to collect your payment (including your life insurance premium) during the first or second week of December, e.g., by the 7th of December.</p>
i.	<b>What happens if you do not pay your life insurance premiums</b>	<p>If you do not pay your payment (including your life insurance premium) as agreed, you will not be covered. You will be entitled to a grace period of 15 days after the due date to pay your payment (including your life insurance premium).</p>

j.	<b>Remuneration</b>	<p>From the total life insurance premium you pay, the Life Insurer pays The Unlimited:</p> <ul style="list-style-type: none"> <li>• up to the statutory regulated commission of 3.25%, in terms of the Long-Term Insurance Act; and</li> <li>• up to 41.75% (binder fee) for certain administrative (binder) functions performed on behalf of the Life Insurer.</li> </ul>
k.	<b>Nature &amp; extent of your life insurance benefits</b>	<ul style="list-style-type: none"> <li>• <b>Accidental injury cash benefit:</b> your maximum benefit limit is R100,000.00 (one hundred thousand Rand) per insured event, per insured person. An insured person will be covered for R1,000.00 (one thousand Rand) per day, for up to 100 days, for each full day spent in hospital because of an accidental injury. <i>Remember, this is not a medical aid and does not cover hospitalisation for illness.</i></li> <li>• <b>Optional additional cover:</b> Provided you have asked us to provide you with this additional cover and provided you have paid the additional life insurance premium, we will increase the accidental injury cash benefit from <b>R1,000.00 (one thousand Rand) per day, for up to 100 days</b> to <b>R2,000.00 (two thousand Rand) per day, for up to 100 days</b>, for each full day that an insured person spends in hospital as a result of an accidental injury. The maximum benefits limit provided by the Life Insurer will accordingly be <b>R 200,000.00 (two hundred thousand Rand)</b> per insured person.</li> </ul>
l.	<b>Waiting periods</b>	<p>Waiting periods (where applicable) apply to you and your dependants and start from the first payment (including your life insurance premium) received. If you choose to add new dependants after the start date of your life insurance policy, the waiting periods will start from the date they are added.</p> <p><b>Accidental injury cash benefit:</b> there is no waiting period for this benefit.</p>
m.	<b>Exclusions on the life insurance policy</b>	<p>The exclusions are specific items, losses or events that are not covered by this life insurance policy. Below is a list of the general exclusions on your life insurance policy.</p> <p>The Life Insurer will NOT cover any claim if you have:</p> <ul style="list-style-type: none"> <li>• Added a spouse that does not normally live with you and where you are not interdependent on each other.</li> <li>• added children who do not meet the specific criteria for cover under your life insurance policy.</li> <li>• failed to pay the life insurance premium on the due date or were still within the life insurance benefit specific waiting period / before the start date of the life insurance policy.</li> </ul> <p>The Life Insurer will NOT cover any claim where at the time of the incident or immediately before it, the main member, or any insured person:</p> <ul style="list-style-type: none"> <li>• partook in any actions of war, invasion, act of foreign enemy, hostilities, civil war/unrest, rebellion, riot, revolution, terrorist attack;</li> <li>• Partook in any high-risk activities or occupations or Self-inflicted harm;</li> <li>• was exposed to nuclear reaction or radiation of any kind;</li> <li>• attempted to commit or had wilful involvement in any unlawful / illegal act or wilful exposure to a needless peril or dangerous conduct (a conscious decision to expose yourself to a potential risk of injury or death that the reasonable person would choose to avoid);</li> <li>• was driving or operating any motor vehicle, motorcycle or similar without a valid driver's licence and/or permit;</li> <li>• attempted suicide or Intentional self-harm / injury;</li> <li>• committed fraud or attempted fraud, or did not tell us the truth or did not give us all the correct details, including about your health (now or when you claim);</li> <li>• partook in any of the below high-risk activities / occupations: <ul style="list-style-type: none"> <li>○ any sport as a professional;</li> <li>○ parachuting, skydiving, hang gliding, wrestling, boxing or martial arts;</li> <li>○ racing, speed, or endurance tests on or in power driven vehicles or crafts;</li> <li>○ flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person;</li> <li>○ mountaineering of any nature, wall/rock climbing and bouldering;</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ bungee-jumping, scuba-diving, steeple-chasing, water-skiing, rugby, ice hockey, winter sports, polo;</li> <li>○ game hunting;</li> <li>○ quad biking;</li> <li>○ digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives;</li> <li>○ consumed, used and/or abused any intoxicating substance (for example, however not limited to, medication, illegal narcotics / drugs as well as alcohol and/or alcohol poisoning); including driving under the influence of such intoxicating substances whether tested for substance use or not.</li> </ul>
n.	<b>How to claim</b>	<p>Claiming is easy! Simply call us on 0861 990 000 within 45 days of your claim arising (the insured event happening) and we will provide you with the necessary claim forms and a list of information and documents that we require.</p> <p>Claim documentation can be sent to us via any of the following channels:</p> <p><b>THE UNLIMITED – CLAIMS DEPARTMENT</b>  Postal Address: Private Bag X7028, Hillcrest, 3650  Physical Address: No 3 The Boulevard, Westway Office Park, Intersection of Spine Road and The Boulevard, Westville, KwaZulu-Natal, South Africa, 3610  Email Address: <a href="mailto:claimsdocs@theunlimited.co.za">claimsdocs@theunlimited.co.za</a>  Fax Number: 086 206 4069</p> <p><b>IMPORTANT:</b> Please ensure that all documents and information requested is comprehensive and complete so that we can finalise your claim. <b>If you do not provide us with all the required information, the Life Insurer may reject the claim.</b></p>
o.	<b>The assessment of risk based on the information you provided to us</b>	<p>The information you have provided us with is considered material to our assessment of the risk, so it must be accurately and properly disclosed. The accuracy and completeness of all answers, statements or other information provided by or on behalf of you are your responsibility</p>
p.	<b>Your obligation to keep the information you have with us updated</b>	<p>It is important to keep all the information you have recorded with us (including the details of your children and beneficiary) updated.</p> <p>Please contact us to update your details with us, to get further information about your life insurance cover and to check that your chosen dependants qualify for the cover under this life insurance policy. If you add people that do not qualify, it could lead to a claim being repudiated or cover voided.</p>
q.	<b>How we will communicate with you</b>	<p>Our main method of communication with you will be by SMS or WhatsApp to the cell number you have given us or email to the email address you have given us. This is also the agreed method of giving you any notice required by this life insurance policy or by law.</p> <p>Let us know if you would prefer us to send you a letter or to give you a call.</p>