

# WELL DONE!

You're now part of *The Unlimited family*  
where nothing is ever too good to be true.



\*The Insurance benefits underwritten by Centriq Insurance Company Limited (Reg. No. 1998/007558/06).

**YOUR MEMBERSHIP AGREEMENT AND INSURANCE POLICY**

*All you need to know*

**The Unlimited**  
**Shifting Lives**

An authorised financial services provider

FSP21473



# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

## LEGAL DEFENCE

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### 1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT?

- 1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse and children who are dependent on you.  
**AND**
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.  
**AND**
- 1.3. The service provider for the associated legal benefits, Legal and Tax Services (Pty) Ltd, registration number 2001/011518/07).
- 1.4. By making payment of your monthly fee, you:
  - i. agree and want to be a party to this membership agreement;
  - ii. allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
  - iii. agree that we can market other products and services to you, share market innovations with you and you consent that we can submit your information to credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. NAEDO is a debit collection and tracking system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
- 1.6. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70.

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

- 2.1. For your monthly membership fee you get the following benefits:
  - i. The legal advice and assistance;
  - ii. Bail assistance;
  - iii. Debt counselling;
  - iv. Will and Estate benefits; and
  - v. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have received payment of the first monthly fee you can start using your benefits, but the insurance Cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

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

- 3.1. For any questions on your service benefits, please call us on **0861 153 425** for assistance.
- 3.2. Your benefits (after we pay the premium for insurance Cover):

#### **3.2.1. Legal Advice and Assistance Benefit**

- a. We will provide you with unlimited telephonic legal advice on our legal assistance line.
- b. The legal advisor will try to resolve the matter on your behalf by communicating with third parties, provided the matter is not for profit motives.

### 3.2.2. Bail Benefit

- a. On calling us, you will be transferred directly to a legal advisor.
- b. The legal advisor will arrange for legal representation in your area provided a lawyer is available. The availability of a lawyer in your area is not guaranteed.
- c. You will be required to pay the lawyer's legal fees directly to the lawyer prior to the bail application. If you subsequently claim on the Litigation Benefit in your Policy and it is approved, you will be entitled to reimbursement provided all the terms and conditions have been met.

### 3.2.3. Debt Counselling Benefit

- a. This benefit provides you with access to persons who will negotiate with your creditors on your behalf, for reduced monthly repayments when you cannot afford to meet your monthly debt obligations.
- b. Debt counselling process:
  - i. A debt counsellor will be assigned to evaluate your financial position to determine if you are over-indebted as provided for in the National Credit Act.
  - ii. Should the debt counsellor determine that you are over-indebted, the debt counsellor will commence with a procedure to inform all your creditors.
  - iii. The debt counsellor will enter into further negotiations with your creditors in order to negotiate monthly repayments which you can afford.
  - iv. The amount you will repay will depend on what you can afford to pay each month, in accordance with the information you provided on the debt counselling application form.

**The Debt Counsellor will be entitled to various fees in respect of the debt counselling services provided to you. These fees are for you to pay.**

### 3.2.4. The Wills and Estate Benefit

- a. **Wills:**
  - i. With this benefit, you can have an individualised Will drawn up by professional attorneys.
  - ii. You have the option to store the Will yourself in a secure place or to have the Will stored for an annual fee.
  - iii. Please note the fee of R500 will apply to the yearly updates.
- b. **Estates:**
  - i. In the event of your death, your family needs to contact the executor of the Will informing the executor of your death. The executor will then obtain all relevant personal information to finalise the Estate.
  - ii. The Executors will charge a flat fee as determined by the Executor for Estates below R250 000. Should the Estate be larger than R250 000, an appropriate executor's fee at 3.5% will be charged.

## 4. HOW DO YOU ACCESS YOUR BENEFITS?

4.1. Please call us on **0861 153 425** and our agents will be able to help you.

### 4.2. Legal Assistance benefit;

- 4.2.1. You must have all your documents and information available and organised in a logical manner when you call.
- 4.2.2. Unless your matter is extremely urgent, your call will be logged and placed in a queue for the next available legal advisor.
- 4.2.3. The legal advisor will contact you within approximately 3 (three) business hours.

### 4.3. The Wills & Estate Benefit;

- 4.3.1. Wills;
  - i. Contact the Call Centre on 0861 153 425 and request the Wills & Estate Benefit.
  - ii. You will be sent a Welcome Pack and you need to return the necessary documentation.

4.3.2. Estate Plan's attorney will contact you and finalise the details of the Will and talk you through the process of signing it.

## 5. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 5.1. This membership agreement is month to month. It will renew on the same terms each time we successfully collect the monthly fee.
- 5.2. You can cancel at any time – give us a call so we can assist you and help you make the right decision. There is a cooling off period of 31 days (calculated from the start date) in which you can cancel and receive a refund BUT ONLY IF you have not used any of the benefits.
- 5.3. We can change this agreement but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.

## 6. FOR COMPLAINTS AND COMPLIANCE

It is important to us that you are happy with your benefits. 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.

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## INSURANCE POLICY: LITIGATION BENEFIT

### DETAILS OF THE INSURER:

Centriq Insurance Company Limited, registration number 1998/007558/06 is a registered Short-Term Insurer and an authorised financial services provider (FSP 3417) and the entity that underwrites the policy and will pay the Policy benefits subject to the terms and conditions of the Policy being met.

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### TABLE OF POLICY BENEFITS ("Cover")

The premium for the Cover for main member, spouse and up to 5 of your children is R19.08 (VAT is included at a rate of 15%).

Subject to the acceptance by you of the terms set out in this Policy, the Insurer will provide the following Cover:

LITIGATION BENEFIT		
Who is covered?	What is covered?	Benefit limits (Limit of Indemnity)
An insured person (whose names and date of birth you have given us) and for whom the applicable premium has been paid. You can also choose to cover*: • Your Children, under the age of 21.	An insured person's Legal Fees for an Insured Event, any cause not excluded under the policy, falling within the jurisdiction of the South African courts.  <b>Please see below what is included and what is not covered in the Policy.</b>	Up to a maximum of R60,000.00 per Insured Event.

## IMPORTANT NOTICE

This Short-term Insurance Policy is underwritten by Centriq Insurance Company Limited (Reg. No. 1998/007558/06). Centriq agrees to provide the cover under this Policy during any period of insurance for which You have paid a Premium (i.e. the Fee) and subject to the terms and conditions of this Policy being met. We will accept any proposal or declaration that You have made to Us as true, and Centriq shall use that information as the basis for the cover provided under this Policy. If Centriq makes any changes to Your Policy those changes will then form part of the Policy.

“In terms of Binding General Ruling No. 14 this document constitutes a tax invoice, debit note or credit note as contemplated in sections 20(7)(a) and 21(5)(b) of the VAT Act respectively”

Neither The Insurer, the UMA nor The Unlimited, their employees, agents, or representatives shall be liable for any damages or consequential damages that may arise out of or in connection with any advice given or work done (or not given or done) by any of the aforementioned (or the Lawyer), notwithstanding any mistake, error of judgment or negligence.

### 1. WHEN CAN YOU CLAIM?

- 1.1. Unless there is a waiting period (see 1.2), as soon as we have received your first premium you can start using your insurance benefits (the “**Start Date**”).
- 1.2. Claims for litigation benefit have the following waiting periods for the event giving rise to a claim:
  - i. 2 (two) months from the Start Date – **2 consecutive premium payments; and**
  - ii. 12 (twelve) months from the Start Date in the event that the claim relates to an uncontested divorce – **12 consecutive premium payments.**
- 1.3. If this policy lapses, the policy and waiting periods will start again on your next successful payment.
- 1.4. The insured event must have happened in South Africa and after the Start Date.
- 1.5. From time to time we may in our sole and absolute discretion offer to increase your Cover at no additional cost to you. We will notify you of any increases by SMS to the number you have on record with us. Any increase in Cover is dependent on your monthly fee being paid.

### 2. HOW DOES YOUR LITIGATION BENEFIT WORK?

- 2.1. When an Insured Event happens and you want to use your Litigation Benefit, you will need to make a claim (see below). The following procedures will happen.
- 2.2. UMA procedures:
  - 2.2.1. You are required to notify the UMA within 90 (ninety) days of the date of the Insured Event first coming to your knowledge, failing which, Cover will be declined (this means your claim will be rejected).
  - 2.2.2. The UMA will only assess your claim once the claim form and all relevant statements, documentation, evidence and information required by the UMA to assess the claim has been provided by you at your cost.
  - 2.2.3. The UMA may attempt to settle or resolve a claim on your behalf, instruct that a certain course of action be taken or indicate whether your interest can be achieved by means other court processes prior to the referral to a Lawyer.
  - 2.2.4. The UMA may, in its sole discretion, elect to settle the claim by paying you (or the third party pursuing a matter against you) a sum of money in full and final settlement of such claim, rather than paying the costs of a Lawyer to defend or pursue a claim.
  - 2.2.5. No claim will be accepted or continued with if, at any time, there appears to be no reasonable prospect of success in the proceedings or if the defendant is not employed and does not have sufficient funds to pay the judgment.
- 2.3. Lawyer procedures:
  - 2.3.1. If a claim is approved and the UMA agrees that a Lawyer should be involved; the UMA will assist you with the appointment of a Lawyer or you may request to appoint a Lawyer of your choice but only if you have the prior approval of the UMA.

- 2.3.2. The Lawyer acts on your behalf, and not on behalf of the Us, the UMA and/or the Insurer however to provide this Cover, Us, the UMA and/or the Insurer is entitled to all information relating to the case and exchanged between you and the Lawyer and you hereby grant **Power of Attorney to the UMA in this respect.**
- 2.3.3. If the claim is at any time capable of being settled by the Lawyer, you are required to assist the Lawyer, where possible, to settle the matter.
- 2.3.4. If a settlement offer is obtained, the UMA must be notified immediately.
- 2.3.5. If you reject the settlement offer, you will not be indemnified under this Policy in respect of such claim.
- 2.3.6. If you accept the offer without making provision for the recovery of Legal Fees payable to the Insurer, then any amount that is recovered will be apportioned first to recover Legal Fees, and thereafter to amounts due to you.
- 2.3.7. If you change the Lawyer without the UMA's prior written approval, you will be liable for all legal fees incurred thereafter.
- 2.4. The Lawyer can also agree Legal fees with you however, this will still be subject to the Limit of Indemnity.

<b>Table of Legal Fees</b>	
<b>A. Taxation</b>	The Lawyer's bill of costs shall be taxed by the relevant taxing authority, or an independent taxing consultant appointed by the UMA.
<b>B. Disbursements</b>	All reasonable disbursements necessarily incurred (duly supported by vouchers or as agreed) will be paid, provided such disbursements are taxable.
<b>C. Advocates fees</b>	Advocates fees for Magistrates Courts or Labour Court are not covered. Fees for advocates will not be paid for High Court matters unless the prior written consent of the UMA is first obtained.
<b>D. Criminal matters</b>	The Policy will pay such amounts as are claimable in terms of the Legal Aid Board tariff, plus 50% thereof.
<b>E. Civil matters</b>	The Policy will pay such amounts as are taxable on the appropriate scale as between party and party.
<b>F. Labour matters and arbitrations</b>	The Policy will pay such amounts as are taxable on the appropriate scale as between party and party, as if the matter were in the Magistrates' Court, on Scale B of the tariff for defended actions. For arbitrations, the Policy will not pay the costs of establishing the arbitration (for example, the arbitrator's fees or the hiring of the arbitration premises).
<b>G. Opponents' fees</b>	The Policy will pay such fees and disbursements, which are taxed to an appropriate order of court.
<b>H. Expert's fees</b>	The Policy will pay experts' fees, which are necessary, provided that such fees are approved in writing in advance, are taxable, and do not exceed what would be allowed on taxation.
<b>I. Settled matters</b>	Subject to prior written approval by the UMA, the Policy will pay an agreed fee.
<b>J. Execution</b>	If judgement is obtained, the Policy will pay the taxable costs for the service of a single writ of execution, or emoluments or garnishee order.

### 3. HOW DO YOU CLAIM YOUR INSURANCE BENEFITS?

- 3.1. It's simple, **CALL US on 0861 153 425**. Our agents will guide you through the process if you want to claim or you just have a query.
- 3.2. Legal matters often involve a back-and-forth exchange of information and documents. If your legal advisor requires you to supply him with information or documentation, please try to supply this as soon as possible and within any required time frames. **Failure to do so will delay the progress of your matter and can result in your claim being rejected.**
- 3.3. If we decline your claim, we will give you 90 days from the date of our decision to challenge our/the Insurer's decision on a claim by writing to us with reasons. If we still decline your claim, and you want to start a legal process, you have an additional 180 days to do so or your claim will lapse.
- 3.4. Failure to submit a fully completed Claim Form and all requested documentation may result in your claim being regarded as rejected.
- 3.5. All costs incurred in submitting a claim are for your account.
- 3.6. **There are some more important details on how to claim in the FAIS DISCLOSURE NOTICE attached to this Policy.**

### 4. WHO WILL THE INSURER PAY?

- 4.1. The Insurer will pay the legal service providers for the legal fees up to the Limit of Indemnity for Insured Events subject to the terms and conditions of the policy being met.
- 4.2. In the event of you having a claim under this Policy and other persons having the same or a similar interest in the Insured Event, We shall only be obliged to pay a percentage of the claim, calculated by dividing the number 1 (one) by the number of persons having the same or similar interest in the Insured Event.
- 4.3. If you have another legal expense policy, we will only pay our pro rata portion of the claim.
- 4.4. If one Insured Event gives rise to multiple causes of action or defences (for example, the policyholder, spouse and children ("the claimants") all have an action for damages flowing out of a single motor accident), then the Limit of Indemnity will apply to the combined Legal Fees of all the claimants.

### 5. WHEN WILL YOUR CLAIM NOT BE PAID? (These are Exclusions)

- 5.1. If we can't deduct the premium from your bank account (for example, if you don't have funds) you will not be covered. To allow us to restore your Cover you agree that if we cannot collect the premium from your bank account in any given month, we can try and collect from your account for the next three months. If we successfully debit your bank account again, the date of that collection will be the new Policy Start Date. Any bank charges incurred as a result of the above will be for your own account.
- 5.2. There is a 15-day grace period from the date your premium was due within which you can make payment to ensure you have Cover. Please note that the 15 days' grace period is only effective from your second month of insurance following your initial Start Date.
- 5.3. If we have reason to suspect that you (or any third party) are committing fraud, have not told us the truth about important and relevant information or you have not given us all your correct details including details about your health (now or when you claim).
- 5.4. Any misrepresentation or non-disclosure of material facts by you or any third party (with your reasonable knowledge) shall constitute fraud and may lead to your claim being rejected. Any legal costs incurred prior to written confirmation by the UMA that a claim is approved and/or where the Insured Event started happening or happened before the Start Date.
- 5.5. **Any claim made by you against the Insurer, us, The Unlimited, the UMA, the lawyer, or any employee or agent of the foregoing.**
- 5.6. This Policy provides for a Litigation Benefit, that is Cover for where you in your private capacity have a legal dispute so not all legal matters are covered. **The following legal matters are not covered:**
  - 5.6.1. **Commercial Matters:** this includes business transactions, venture for gain, a transaction or undertaking which involves monetary gain (other than your employment contract), or the conduct of any profession, business, trade or contracts whose negotiation took place prior to the fulfilment of the waiting period.



- 5.6.2. **Family Law and related matters:** this includes marriage, past or present intimate relationships, divorce, care (custody), access, guardianship, maintenance, paternity, promise to marry, domestic violence, domestic violence interdicts, adoption, proprietary or monetary disputes with any of the following people (as the case may be): ex-spouse, child (biological, step or adopted), parent, in-laws (parents or siblings), or a present or past partner. **Please note that uncontested divorces have a waiting period of 12(twelve) months.**
- 5.6.3. **Criminal Matters:** Any criminal conduct on your part:  
 i. unless you have a valid and justifiable defence for such conduct. The onus is on you to provide clear and convincing proof of such defence.  
 ii. A criminal matter of a similar type for which you have previously been convicted, or where an admission of guilt fine is payable.
- 5.6.4. **Appeals, Reviews and Rescissions of Judgement.**
- 5.6.5. **Immovable Property Law:** this includes claims related to fixed or immovable property, other than your full-time permanent place of residence registered in your name.
- 5.6.6. **Pain and Suffering matters:** this includes claims relating to emotional hurt or infringement of personality rights (eg. defamation, the right to dignity, privacy, a good name, not to be insulted).
- 5.6.7. **Legal Administrative work:** this includes Legal fees incurred in conveyancing matters, the drafting of wills or the winding up of deceased estates, marriage contracts, matters which are administrative in nature, matters requiring the drafting or drawing up of documents, as well as tax, fiscal and similar matters. Disputes arising therefrom are not excluded if otherwise covered under the Policy.
- 5.6.8. **Frivolous Matters:** matters that are trivial or that are within the jurisdiction of the Small Claims Court.
- 5.6.9. **Matters involving Debt:** debt management or failure by you to discharge a debt lawfully due by you, including any claim related to such debt.
- 5.6.10. **Application Proceedings:** this includes any application for the change of status of a person (e.g. sequestration, rehabilitation, placing a person under curatorship, declaring a person insane etc.)
- 5.6.11. **Non-personal matters:** your rights or obligations in a capacity other than as a private person.
- 5.6.12. **Illegal Conduct:** this includes mass action or protest, an unlawful strike or lockout, labour disturbances, public disorder, civil disobedience, resisting or impeding lawful authority, unlawful occupation of land or property, intimidation or threat of violence or force, or any conduct that is calculated or directed to bring about the foregoing.
- 5.6.13. **Involvement in war or conflict:** hostilities, warlike operations (of any nature and whether war be declared or not), rebellion or civil war; conduct undertaken to further ideological objectives (e.g. political, economic, social or environmental objectives).
- 5.6.14. **Harmful Substances:** this includes ionizing radiation or contamination from any nuclear material or the combustion of nuclear fuel.
- 5.6.15. **Public Matters:** this includes claims relating to government, a municipal body, or similar body or structure which relate to the provision of services, rates, taxes, water, electricity, waste, e-tags or tolls, similar charges, or maintenance of infrastructure (roads) or which relate to delays in performance or slack.

## 6. FOR COMPLAINTS AND COMPLIANCE

- 6.1. It is important to us that you are happy with your Cover. If you are unhappy with us or your Policy, please contact us and give us a chance to see if we can set things right - **0861 990 000**.
- 6.2. If you are still not happy and it is about your **COVER**, then:  
 i. the Insurer would like to hear from you. Their details are in the attached **FAIS DISCLOSURE NOTICE**; and  
 ii. and if this still hasn't helped, this Policy is regulated by the **FAIS OMBUD** and the **INSURANCE OMBUD**. Their details are also in the **FAIS DISCLOSURE NOTICE**.

## 7. WHAT DO THESE WORDS MEAN?

- 7.1. **"Insured Event"** means all the acts or omissions forming the facts which may lead to:
- a. the pursuit of a civil claim by you arising out of:
    - 1) your death or personal injury. This will include an action by either your Spouse or Child for your wrongful death;
    - 2) any infringement of your legal rights; and
    - 3) your contract of employment.
  - b. your defence against:
    - 1) a criminal prosecution brought against you; and
    - 2) a civil claim brought against you.
- 7.2. **"Lawyer"** means the attorney or other appropriately qualified person appointed by the UMA to represent you.
- 7.3. **"Legal Fees"** means the reasonable fees, costs and disbursements of proceedings properly and necessarily incurred by the Lawyer or the UMA for the purposes of a claim, and includes the costs of any civil proceedings incurred by a third party for which you may be liable in terms of a court order or in terms of settlement agreement where the prior written approval of the UMA has been obtained. The Legal Fees shall always be paid in accordance with the Table of Legal Fees and the provisions of this Policy.
- 7.4. **"UMA"** means Legal and Tax Services (Pty) Limited, being the underwriting manager of this Policy as well as the entity that provides the Benefits under the Agreement.
- 7.5. **"we/us/our"** means The Unlimited Group (Pty) Limited. We provide intermediary services in respect of this Policy.
- 7.6. **"you"** means the policyholder under this Policy.

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### STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY DISCLOSURE AND OTHER LEGAL REQUIREMENTS LITIGATION BENEFIT

(This notice does not form part of the Insurance Contract or any other document)

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

- 1. About the Underwriting Manager (UMA) FOR LITIGATION BENEFIT ONLY Short-term Insurance Ombud**
  - (a) Name - Legal and Tax Services (Pty) Ltd  
[Reg. No: 2001/011518/07] ("LTS")  
Physical Address - 3rd Floor, Acacia Grove, Houghton Estate Office Park, Osborn Road, Houghton. 2196  
Postal Address - P.O. Box 95275, Grant Park, 2051  
Telephone - (011) 242 5000; 0860 587 587
  - (b) LTS is a Financial Service Provider, FSP Number 28566.
  - (c) LTS holds 50 Class L1 preference shares in the share capital of the insurer.
  - (d) LTS is in possession of professional indemnity insurance.
  - (e) How to institute a claim - [A brief summary of how to submit a claim is set out below; however, please be advised that the full claims procedure is set out in Section 1, Part C of the Policy Schedule, and this summary does not in any way affect or detract from the said Policy conditions]. LTS must be advised within 90 days of you first obtaining knowledge of the Insured Event about the possibility of a claim (failing which all benefits under the Policy will cease). This notification may be made telephonically or in writing. The Claims Handling Service will first attempt to resolve the matter without litigation, and you are requested to follow their advice. Should a resolution not be achieved, you will be required to complete a claim form, and submit all necessary supporting information. A written confirmation of claim will be issued if the claim is approved.
  - (f) Fees and commission - LTS receives R4.80 per month as a Claims Servicing and Handling Fee from the insurer.
  - (g) LTS has a written mandate to act on behalf of the insurer.

## 2. About the insurer

- (a) Name - Centriq Insurance Company Limited ("Centriq")  
[Reg. No: 2001/011518/07] ("LTS")  
Physical Address - The Oval, Second Floor, West Wing, Wanderers Office  
Park, 52 Corlett Drive, Illovo, Johannesburg  
Postal Address - P O Box 55182, Northlands, 2116  
Telephone - (011) 268 6490
- (b) The telephone number of the compliance department is (021) 915 7825; Fax number (021) 915 7149. Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention of Centriq at Tel: (011) 268 6490, Fax: (011) 268 6495.
- (c) The name and details of the **Underwriting Manager's Compliance Officer are: Marina Jooste**, ISS Compliance (Pty) Ltd; Practice number 28;  
Tel: 0861 266 759; Fax: 0865 044 119. **For all legal advice and service queries please call 0860 587 587.**
- (d) To institute a claim, please see 1 (e) above. To institute a complaint, you may contact the Customer Care Department of LTS on 0860 587 587. If this is not resolved satisfactorily, please call Centriq at the contact details in (b) above.
- (e) Type of policy involved - Legal Expenses Insurance.
- (f) The premium is R6.00, which amount is included in the monthly debit for the cover.
- (g) The manner in which your premium obligation is required to be paid is set out in the Policy.

## 3. About the Financial Services Provider

- (a) Name - The Unlimited Group (Pty) Ltd  
[Reg. No: 2002/002773/07]  
Physical Address - 1 Lucas Drive, Hillcrest, 3610  
Postal Address - Private Bag X 7028, Hillcrest, 3650  
Telephone (Customer Care) - 0861 990 000  
FSP Number - 21473  
Categories for which The Unlimited is licenced - 1.1, 1.2, 1.3 and 1.20.  
Risk and Compliance Department  
- Tel: (031) 716 9700  
- Email: [riskcompliance@theunlimited.co.za](mailto:riskcompliance@theunlimited.co.za)
- (b) The Unlimited is a private company and holds preference shares in the share capital of the Insurer.
- (c) The Unlimited acts as an Intermediary and thereby enjoys up to, but not exceeding, the regulated commission in terms of the Short-Term Insurance Act, which varies from product to product. In addition, The Unlimited earns fees for the administrative work undertaken by it on behalf of the Insurer.
- (d) The Unlimited has a written mandate to act on behalf of the Insurer.
- (e) The Unlimited holds Professional Indemnity Insurance, IGF Insurance and Fidelity Insurance cover.

## 4. Other matters of Importance

- (a) You must be informed of any material changes to the information referred to in paragraph 1 and 2.
- (b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-Term Insurance.
- (d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- (e) If premium is paid by debit order:  
(i) It may only be in favour of one person and may not be transferred without your approval; and  
(ii) The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- (f) The insurer and not the intermediary must give reasons for repudiating your claim.
- (g) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (h) You are entitled to a copy of the policy free of charge.

## **5 Warning**

Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make a note as to what is said to you. Don't be pressurised to buy the product. Study the product with care immediately it is received. If you have any uncertainties, discuss these with your insurer or intermediary. Incorrect or non-disclosure by you of relevant facts may influence the insurer on any claims arising from your contract of insurance.

## **6 Particulars of Short-Term Insurance Ombudsman**

Who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

Short-Term Insurance Ombudsman

P.O. Box 32334

BRAAMFONTEIN, 2017

Tel: (011) 726 8900

Fax: (011) 726 5501

## **7 Particulars of Registrar of Short-Term Insurance**

Financial Services Board

P.O. Box 35655

MENLO PARK

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