# DEATH BENEFIT PRINCIPLE, SPOUSE AND OPTION OF CHILDREN

# Schedule – R20 000.00 Death Benefit (Principle, Spouse and Option of Children)

# This Schedule must be read together with the Master Agreement

- For information about Claims processes, Complaints Processes and Exclusions applicable to this Policy Schedule 1. please also read Your Master Agreement.
- The terms and conditions for this Policy are set out below BUT must be read with the terms and conditions for 2. Your Product (this includes the Master Agreement You received) as together this is the Agreement and the full terms and conditions applicable to Your Product with Us.
- Should there be any conflict between the provisions of this Schedule and the Master Agreement, the 3. provisions of this Schedule shall prevail.
- If we change your Benefits we may send you a new Schedule. We shall not send You a new Master Agreement. 4. You may request copies of your Product document from us.
- 5. If you have any questions please contact us on 0861 990000 (Customer Care and Compliance)

# Section 1: Insurance Benefits. These are Policy Benefits that form part of your Agreement and product. They are underwritten by the Insurer. These terms must also be read with the Master Agreement.

- DEFINITIONS (this explains the words we use for this Policy and should be read with Your Product Α. (this includes the Master Agreement definitions too)
- "Accidental Death" means the death of Yourself, Your Spouse or a Child as a direct result of an Accident. In cases of Accidental Death a post mortem and an inquest are held. 1.
- "Acquired Immune Deficiency Syndrome"/"AIDS" shall have the meanings assigned to them by the World Health Organisation and includes, without limitation, Opportunistic Infection, Malignant Neoplasm, Human 2. Immune Deficiency Virus ("HIV"), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or illness in the presence of a sero-positive test for HIV.
- "Agreement" means, collectively, Your Product (including the Policy where applicable), the Welcome 3. Letter as well as these terms and conditions ("the Terms") together with any subsequent endorsements, amendments and declarations.
- "Additional Fee" shall mean an additional amount payable by You to Us should You choose to cover Your 4. Spouse and / or Your Children under the Policy. This will form part of Your monthly Fee.
- "Additional Premium" shall mean an additional amount payable by You to the Insurer should You choose to 5. cover Your Spouse and / or Your Children under the Policy.
- "Beneficiary" means: 6.
  - a. You in the event of:
    - i. the Death of Your Spouse or Your Children (if You have chosen to add them to this Policy)
  - b. Your Spouse in the event of Your death, and Your Spouse survives You;
  - c. the Executor of Your estate:
    - i. in the event of the death of both You and Your Spouse; or
    - ii. should You die in circumstances where You are not survived by a Spouse.
  - The Executor will be required to provide Us with proof of his/her appointment.
- "Insured Event" means 7.
- a. Your or an Insured person's death "Insurer" means:
- 8.

a. Santam Structured Life Limited being the insurer and the entity that will pay the Policy Benefits subject to the terms and conditions of the Policy being met.

- "Natural Death" means the death, from any cause not excluded, of You or Your Spouse as a direct result of a 9. medical condition (e.g. cancer, stroke or heart attack) or illness. In cases of Natural Death an inquest is not held.
- 10. "Policy Benefit" means:
  - a. "Death Benefit" means, subject to the terms and conditions of the Agreement, the benefits payable by the insurer to a Beneficiary as a result of Accidental or Natural Death (any cause not excluded under the Agreement), and as set out in the Table of Benefits below.



### **DEATH BENEFIT**

(The Additional Premium for cover under this benefit is: R18.00) (Should You have chosen to cover Your Children, up to the maximum number allowed under your primary product, to which this cover will be added, Your Additional Premium under this benefit is R36.00)

Subject to the acceptance by You of the terms and conditions set out in the Master Agreement and read with this Section B, the Insurer will provide the following Policy Benefit:

Table of Benefits				
R 20,000.00 Death Benefit		You are covered for Accidental Death from the first successful Premium collected by Us (the Inception Date).		
		A 6 (six) month waiting period (6 consecutive successful Premiums collected by Us) applies to Natural Death excluding HIV/AIDS related death.		
		A 12 (twelve) month waiting period (12 consecutive successful Premiums collected by Us) applies to Natural Death which is caused, directly or indirectly, by HIV/AIDS related illnesses. Please refer to the Specific Conditions below.		
	Your death.	Benefit: R 20,000.00 (twenty thousand Rand)		
	The death of Your Spouse, e.g. legal or common law spouse. The Insurer will only provide this Death Benefit in the event of the death of Your Spouse whose name and ID number You have given Us.	Benefit: R 20,000.00 (twenty thousand Rand)		
Up to R 8,000 Death Benefit		The Insurer will only provide these Death Benefits in the event of the death of Your Children, subject to the waiting periods set out above. Provided You have given Us their names and dates of birth.		
	Child less than 12 months (excludes unborn children)	Benefit: R2,000.00 (two thousand Rand)		
	Child 1 – 5 years	Benefit: R4,000.00 (four thousand Rand)		
	Child 6 – 13 years	Benefit: R6,000.00 (six thousand Rand)		
	Child 14 – 21 years	Benefit: R 8,000.00 (eight thousand Rand)		

### **IMPORTANT NOTICE**

This Long-term Insurance Policy is underwritten by Santam Structured Life Limited (Reg. No. 2002/013263/06). Santam Structured Life 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 Santam Structured Life shall use that information as the basis for the cover provided under this Policy. If Santam Structured Life makes any changes to Your Policy those changes will then form part of the Policy. Any reference in this Policy to 'You' shall be deemed to include a reference to Your Children and/or Spouse unless the context indicates a different intention. PLEASE NOTE THAT THIS IS NOT A FUNERAL POLICY.

- C. TERMS AND CONDITIONS APPLICABLE TO THE POLICY (these terms and conditions must be read with the Master Agreement terms and conditions)
- 1. **INSURING CLAUSE** (means the circumstances under which the Insurer will provide cover under the Policy). The Insurer will pay the Beneficiary should You or Your Spouse die of any cause not excluded under the Agreement, **up to the limits of indemnity set out in the table above.**
- Exclusions (It is IMPORTANT that you read the Exclusions in Your Primary Product along with these Exclusions as they are all applicable to Your Claim Should you require a copy of those terms and conditions please contact our Customer Care 0861 990 000)
   In emphasis of the above, You are specifically reminded of the following exclusions; the Insurer will NOT provide any Policy Benefits in the event that the Insured Event is due, directly or indirectly, to:
   a. Your or an Insured Person's death is caused by a pre-existing medical condition; and / or
  - b. Your or an Insured Person's death is self-inflicted and or caused by participation in Hazardous Activities and / or unlawful activities.
- 3. Claims (It is IMPORTANT that you read the Claims Clause in Your Primary Product along with these Terms as it is applicable to Your Claim under this Policy Should you require a copy of those terms and conditions please contact our Customer Care 0861 990 000)

a. You may not cede, transfer or assign any of Your rights in terms of this Policy Benefit.



- b. From the Inception Date of this Policy Benefit the following waiting periods apply:
  - i. 6 (six) months in the event of Natural Death from any cause not excluded in the Agreement;
    ii. 12 (twelve) months in the event that Natural Death is directly or indirectly caused by venereal disease, acquired immune deficiency syndrome ("AIDS"), HIV or an AIDS related complex and irrespective of how the disease is contracted or is otherwise named (for example tuberculosis, gastro enteritis, multiple organ failure, cerebrovascular accident ("CVA"), hepatitis etc.). iii. The Waiting Periods only apply in the event of Natural Death.
  - iv. Waiting Periods shall re-apply should this Policy lapse and be re-instated on the successful collection of a Premium.

# NO claim shall be paid if the Natural Death occurs before the waiting periods have been met.

# Section 2: General Terms and Conditions applicable to this Schedule.

- The total Additional Fee payable by You, being R19.99 per month, includes R 2.80 VAT (this includes the 1. Additional Premium).
- Should you elect to cover Your Children (up to a maximum number allowed on your primary product) the total Additional Fee is R29.99, which includes R4.20 VAT (this includes the Additional Premium). 2.
- 3. Your Additional Fee will be added to Your total monthly Fee.
- For information on how to claim for Your Insurance Benefits (Death Benefit) please refer to Your Master 4. Agreement. You can also always call Us on 0861 99 00 00. Your Master Agreement contains important information and must be read as part of this agreement.

### STATUTORY DISCLOSURE NOTICE IN TERMS OF THE POLICY PROTECTION RULES (LONG TERM INSURANCE ACT) & THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT ("FAIS")

# **RELATING TO THE POLICY**

#### DETAILS OF THE INTERMEDIARY, BINDER HOLDER AND THE INSURER 1.

DETAILS	BINDER HOLDER	INTERMEDIARY and FINANCIAL SERVICES PROVIDER (FSP)	INSURER
Name & Company reg. no.	The Unlimited Group (Pty) Ltd (The Unlimited) Reg. Nr. 2002/002773/07	The Unlimited Group (Pty) Ltd (The Unlimited) Reg. Nr. 2002/002773/07 VAT nr 4360161139	Santam Structured Life Limited Reg. Nr. 2002/013263/06
Legal Status	The Unlimited Group (Pty) Limited is an authorized financial services provider (FSP21473). There are no limitations, restrictions or endorsements on the FSP's licence.	The Unlimited is an authorized financial services provider (FSP 21473). We are licensed to provide intermediary services in respect of category 1.1, 1.2, 1.3, 1.6 and 1.20. We accept responsibility for all intermediary services provided by our agents and representatives and confirm that some services are rendered under supervision.	Santam Structured Life Limited is a registered long term insurer and an authorized financial services provider (FSP1026)
Compliance Department	031 716 9600	031 716 9600	0860 762 745 or 011 685 7600
FAIS Compliance Officer	Moonstone Compliance: Cathy Ingle, Tel: 021 883 8000, Fax: 021 883 8005, Postal Address: PO Box 12662, Die Boord, Stellenbosch, 7613.	Moonstone Compliance: Cathy Ingle, Tel: 021 883 8000, Fax: 021 883 8005, Postal Address: PO Box 12662, Die Boord, Stellenbosch, 7613.	Compliance: Rouxann le Roux 0860 762 745 or 011 685 7600
Physical address	1 Lucas Drive, Hillcrest, 3650	1 Lucas Drive, Hillcrest,3650	7th Floor, Alice Lane Building 3, Cnr Alice Lane and 5th Street, Sandton, 2196
Postal address	Private Bag X7028, Hillcrest, 3650	Private Bag X7028, Hillcrest, 3650	PO Box 652659,Benmore, 2010
Telephone No.	0861 990 000	0861 990 000	0860 762 745 or 011 685 7600
Facsimile	021 883 8005	086 500 9307	011 784 9858
Email address	cingle@moonstone compliance.co.za	info@theunlimited.co.za	SSL.Compliance@ santam.co.za
Website	www.theunlimited.co.za	www.theunlimited.co.za	www.Santam.co.za



# 2. The Intermediary and Binder Holder

(a)	Legal status and any interest in the insurer.	The Unlimited does not hold more than 10% of the insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calendar year. The Unlimited is not an associate company of the insurer.
(b)	Conflicts of Interest	We have not identified any conflicts of interest as defined in the FAIS act. Our conflict of interest policy is available on our website at www.theunlimited.co.za
(c)	Insurance cover	The Unlimited holds Professional Indemnity insurance and Fidelity cover.
(d)	Rand amount of commission payable	The Unlimited acts as a non-mandated intermediary in terms of a Binder Agreement with the insurer. The Unlimited earns binder fees in respect of the binder functions and incidental activities undertaken on behalf of the insurer. The Unlimited can also earn commission up to, but not exceeding, the regulated commission in terms of the Long-Term Insurance Act.
(e)	Written mandate to act on behalf of insurer	Yes. Please refer to (d) above.
(f)	Consequences of non-payment of premium	You are required to pay the premium as agreed and in accordance with the payment terms reflected in your policy schedule. The consequences of non-payment of the Premium will be that cover will lapse (i.e. you will not be covered).
(g)	Whether more than 10% of the insurer's shares are held or whether more than 30% of the of the total remuneration was received from the insurer.	The Unlimited does not hold more than 10% of the insurer's shares and has not received more than 30% of the total remuneration from one insurer in the preceding calender year. The Unlimited in not an associate company of the insurer.
(h)	Rand amount of monthly premium, of binder fees and of commissions earned.	Please refer to the Insurance Policy for the monthly premium amount. The Financial Services Provider earns the statutory regulated commission. The Financial Services Provider earns a maximum of 50% of the gross written premium payable monthly as a Binder fee.
(i)	Extent of premium obligations you assume as policyholder.	The premium payable to the insurer in respect of the policy for main member and spouse is R18.00 including VAT. The premium payable to the insurer in respect of the policy for main member, spouse and children is R36.00 including VAT.
(j)	Manner of payment and due date of premiums	See Insurance Policy and Master Agreement. Due Date is as agreed by customer at time of acceptance (on your call log or Application form)

# 3. Claims Procedures

Should you wish to claim please call us on 0861 990 000. You must notify us within 30 days of your claim arising and provide us with all the documentation and information we ask for so that we can accurately assess your claim. If your claim is not approved you need to make representation to the Insurer within 90 days or lodge a legal process within 180 days. In the event that you are dissatisfied with all these mechanisms please contact the Long-Term Insurance Ombud on the details provided below.

# 4. Complaints Procedures

If you have a complaint about this policy, you can write to us at info@theunlimited.co.za or call our Customer Care line on 087 357 6530, or fax us on 0865009307. If the matter is not resolved to your satisfaction please email SSL.Complaints@santam.co.za. Should you still not be satisfied please submit your complaint in writing to the Ombudsman for Long-Term Insurance at: Private Bag X45, Claremont,7735 Telephone: 021 657 5000 Fax: 021 674 0951 E-mail: info@ombud.co.za Website: www.ombud.co.za

# 5. FAIS Ombud

If you have a problem with the way the product was sold to you or the disclosures that were made to you, please contact The Unlimited for assistance. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040. Telephone: 012 470 9080 Fax: 012 348 3447

Fax: 012 348 3447 Email: info@faisombud.co.za. Website: www.faisombud.co.za



 In addition to the FAIS Ombud, you may also contact Registrar of Long Term Insurance: PO Box 35655, Menlo Park, 0102. Telephone: 012 428 8000 Fax: 012 422 2979 Website: www.fsb.co.za.

# 7. Important Matters

- You must be informed of any material changes to the information referred to herein. If the information was given orally, it must be confirmed in writing within 30 days.
- If any complaint to the Financial Services Provider or the insurer is not resolved to your satisfaction, you may submit the complaint to the Long- Term insurance Ombudsman or the FAIS Ombud.
- If your premium is paid by means of debit order:
  - o It may only be in favour of one legal entity or person and may not be transferred without your approval; and
  - o The insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel cover.
- Your insurer must give reasons for rejection your claim.
- Your insurer may not cancel your insurance merely by informing your Financial Services Provider. There is an obligation to make sure that the notice has been sent to you. You are entitled to a copy of the policy free of charge.
- You are entitled to a copy of the voice log of the sale.
- Polygraphs or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such test.
- Should you have any complaints about the availability or adequacy of information required to be provided herein, please bring this to the attention on 0861 990 000.
- Your policy document contains the name, class and type of policy 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.

### 8. Warning

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

# 9. Waiver of Rights

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waiver any right or benefit conferred on the client by or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

### **10. Sharing of Information**

Insurers share information with each other regarding policies and claims.

This is done in the public interest and in the interest of all current and potential policyholders. The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent. You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases. By insuring or renewing you insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf. In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

