

Terms and Conditions

GENERAL MEMBERSHIP TERMS AND CONDITIONS. ONLY SECTIONS AS PER LEVEL OF MEMBERSHIP AS SPECIFIED ON MEMBERSHIP CERTIFICATE APPLY.

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A. MEMBERSHIP SECTION

1. General Membership Short Overview

This Membership is available to any person older than 18 years anywhere in the world. It is important to make sure and understand for which Membership level you have applied and was accepted for.

As you have accepted our Constitution and accepted Membership of our Association you will be able to make use of any of our Sponsored Benefits at your own free will. For your convenience we give the terms and conditions under each section underneath, of each supplier for all the membership levels you may qualify for.

Special Note: Each partner may have their own Terms and Conditions which they supply which must be read together with this Terms and Conditions.

1.1 SmartTalk Netfluid Telecommunications Membership Benefits – Basic Benefit.

- 1.1.1 Use any Network provider.
- 1.1.2 Sponsored App, e-Wallet, Crypto Wallet and Netfluid virtual mobile number.
- 1.1.3 Airtime never expires.
- 1.1.4 Talk at only 35 cent per minute to any SA number any time of the day.
- 1.1.5 Instant registration and activation.
- 1.1.6 Top-up airtime and wallet at more than 75,000 till points in South Africa as well as hundreds of pay points in Botswana and Namibia, Various other online top-up methods are available as well as at any FNB ATM.
- 1.1.7 Allow multi wallets in South Africa, Namibia, Zimbabwe, Botswana and more.
- 1.1.8 Transfers instantly between wallets.
- 1.1.9 Earn cash back on every purchase for any product featured on our Rewards Program.
- 1.1.10 Invite friends and family and earn rewards on their Netfluid calls Spending.
- 1.1.11 100% secure talking, SMS and conference facilities.

1.2 Emergency Medical Response.

1.3 Sponsored Last Will and Testament.

1.4 Sponsored Bond Originator Services.

1.5 Call da Teacha Tutoring Services.

1.6 Shopaway On-line Shopping.

1.7 Motor, Household and Business Insurance Special Rates – Basic Benefit

- 1.7.1 Members qualify for monthly savings on Short Term Insurance.
- 1.7.2 Seamless and effortless claims processing.
- 1.7.3 Only available in South Africa. Expanding into other countries.
- 1.7.4 Easy and quick on-boarding. Sign all documents on your mobile device.

1.8 Save on Education (Your entire family qualify) – Basic Benefit

- 1.8.1 Save up to 10% on study courses. E-learning, short courses or degrees through CTU Colleges.

1.9 Sign-Up Bonus.

- 1.9.1 Sponsored Flexibreaks Holiday, Travel and Accommodation Membership.

SPECIAL NOTE: It is important to know which membership level you have applied for, as only the benefits for your membership level will be active. Upgrading membership levels, incurs a monthly membership fee.

2. Membership upgrades.

You qualify to upgrade membership level and enjoy more benefits where in-life benefits can save you more money per month than what your membership cost.

- 2.1 Funeral Assist Membership level.
- 2.2 Health4All Membership level.

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3. General Membership Conditions.

3.1 Pre-amble.

- 3.1.1 This document defines the Terms and Conditions upon which the Membership, Benefits and Services, are delivered to members and defines your Membership. The information in this agreement includes all benefits, services available to members. Members only enjoy benefits chosen as defined on the Benefit Overview and the Member Certificate.
- 3.1.2 Partner may have their own products, services and terms and conditions that must be read together with this terms and conditions.
- 3.1.3 The parties to the Membership are:
 - 3.1.3.1 You (the Member) as on the application for membership and further referred to as the "Member".
 - 3.1.3.2 The Association and Herminix (Pty) Ltd registration number 212/191099/07, who is the appointed Administrator and further referred to as the "Company", with place of business administration office at 63 Rubida street, Die Wilgers, Pretoria, +2712 111 0296 / +2712 807 1826.
 - 3.1.3.3 Your Broker House (Pty) Ltd, FSP 46444 is our registered Financial Services Supplier for all our insurance related benefits. Contact Your Broker House (Pty) Ltd for any advice on any insurance related business. Herminix (Pty) Ltd and the Association will not offer or give any Insurance related products.
- 3.1.4 Special note that some of the benefits are outsourced to 3rd party Service Suppliers and each Service Supplier has its own Terms and Conditions as well as Regulations.
- 3.1.5 Only Benefits on your chosen membership level will be active. For your convenience all the available membership levels and their benefits terms and conditions are added in this full membership Terms and Conditions.

3.2 Membership Definitions.

Term	Definition
Association	means a non-profit Association constituted by a distinct and separate legal entity in accordance with the ambit of the Association Constitution. The Association Objectives is its members: to assist members where possible as well as offer negotiated products, benefits and services to uplift and improve members lives. The Association is open to all groups and ages. The Association has outsourced the management and administration to Herminix (Pty) Ltd, a registered company under the Laws of South Africa.
Basic Benefits	means the benefits in the overview indicated as Basic or Sponsored Benefits and all members receive these Basic or Sponsored Benefits. Terms and Conditions apply, and in this document, the basic or Sponsored benefits will be specifically indicated.
Benefits	means the benefits and /or services as further specifically described in this agreement and as specified on the Benefit Overview. The Administrator has the right to change / add / remove any benefit, without prior notice.
Client(s)	means the client also referred to as member, who applied for a level of membership and certain rewards benefits as defined in this agreement and who was accepted as a member.
Contribution	means the pre-paid monthly membership fee payment that is due by a member in advance.
Coverage	means the benefits as defined in this document and specified on the application and Benefit Overview and for which a paid-up member and his/her registered dependant(s) are eligible if dependants were chosen to be included and registered.
Deductible	means the rewards programme membership fee amount, which must be paid, in advance, by the Member, for his/her membership.
Member	means a person who has been accepted, received an acceptance letter as well as the Terms and Conditions of the Membership. Different levels of membership are available and certain levels of membership may incur a monthly membership fee, which is payable in advance, monthly, for the membership level, rewards, benefits and services as chosen and defined on the Benefit Overview and Welcome documentation.
Membership	means a person who has applied for a certain association membership level and has accepted the Terms and Conditions as well as the Constitution and was accepted as a member.
Membership Fees	means the Monthly Membership Fee for each Membership Level a member qualifies for. The

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	Membership Fees can be increased with one calendar months' notice. Membership Fees are paid in advance for the next calendar month.
Paid-up	means the member has paid in advance, where applicable, (pre-paid) for the membership and rewards service benefits each month and no payment has been rejected or returned. If a member has enjoyed benefits which was paid-up at the stage of utilisation and the payment is later rejected for any reason, the member will legally be responsible for the payment of such benefits or services and the Service Supplier will have the right to take legal action, at client Attorney costs, to recover such payment. If the membership fee was not paid for a specific month, the Company has the right to double deduct the next month or to change the inception date.
Starting date	means the date when membership start, also referred to as inception date. Membership subscriptions are based on full calendar months and paid in advance. Some Membership products include a waiting period. If a member joins and pays before the 16 th of a month, Membership and the waiting period is activated on the first day of that month. Benefits will be available from the 1 st day of the following month. In the case where the Member joins and pays after the 16 th day of the month, the Membership and waiting period will start on the 1 st day of the following month. In this case the benefits will start after the expiry of the waiting period.

3.3 Eligibility

- 3.3.1 Persons over the age of 18 years of age who have applied for membership and who have paid the prescribed membership fee as outlined in the membership application, with exception of the Basic Membership level, and who have completed the membership application, either on paper, online, per call centre voice recording in complete detail, or where the member signed online, are eligible.
- 3.3.2 Notwithstanding, the afore mentioned, the Company retains the right to investigate and to verify that the eligibility requirements have been met and the Company may, at its sole discretion, refuse an application or terminate the coverage and/or membership of a member and his/her Dependents who are not eligible for benefits.
- 3.3.3 If, upon evaluating a membership application, the Company discovers that the eligibility requirements have not been met, its only obligation shall be, to refund the afore mentioned membership fees, after costs already incurred by the Company and its Service Suppliers have been deducted.

3.4 Effective date

- 3.4.1 The "Effective Date" is the date on which the Company approved and accepted a person's application for membership. Membership subscriptions are based on full calendar months and paid in advance. Some Membership products include a waiting period. If a member joins and pays before the 16th of a month, Membership and the waiting period is activated on the first day of that month. Benefits will be available from the 1st day of the following month. In the case where the Member joins and pays after the 16th day of the month, the Membership and waiting period will start on the 1st day of the following month. In this case the benefits will start after the expiry of the waiting period.
- 3.4.2 In the event where a membership fee, where applicable, for a specific month was not paid or deducted, then the Company will have the right to, without notice, change the inception or start date or may request a double deduction the following month or suspend Membership until membership fees are paid up to date or may terminated the Membership. The onus is on the Member to make sure that Membership fees where applicable, are paid monthly as Members will have no benefits while suspended.

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3.5 Expiration Date

- 3.5.1 The membership period shall terminate on the earliest of the following dates:
- 3.5.2 In the event where a member's membership fee, where applicable, is not paid, the last day of the month for which the last prescribed membership fee applicable, was received; or
- 3.5.3 In the event when two month's membership fees were not paid, the membership will be terminated without any further notice.
- 3.5.4 The date on which a member's membership is terminated for cause by the Company; or
- 3.5.5 For dependent children (if added), the date on which the dependent child reaches the age of 21 years of age, upon which date the dependent child will automatically become an extended adult member and the membership fee will automatically increase with the membership fee as an extended adult member, if not specifically cancelled by the Main Member, one calendar month before the child's birth date; or
- 3.5.6 The date on which the member has informed the Company that the Member has cancelled its Membership, by giving one calendar month written notice and must be sent to admin@hmx.co.za

3.6 Limits of Liability

- 3.6.1 Any claim for any pre-paid and/or discount benefits, services, benefits or rewards that is not submitted to the Company or the Service Provider within 90 days after the benefit became due, shall be denied.
- 3.6.2 No benefits, other than a benefit due to a Member under the programme, shall be construed or deemed to be a benefit to which a Member or his/her dependent(s) are entitled, if dependents were added.
- 3.6.3 Membership fees received will be regarded as a membership contribution for a full calendar month.

3.7 Exclusions

- 3.7.1 Any exclusions imposed by Service Providers, as per the specific rule and terms of each benefit as specified in the Service Supplier's documentation, which is included in this agreement.
- 3.7.2 In any event where fraud or misrepresentation was involved by the member or any dependents.

3.8 Communication

- 3.8.1 The Company's communication method of choice includes all accepted electronic communication which includes, but is not limited to SMS, MMS, USSD and email.
- 3.8.2 It is the member's responsibility to inform the Administrator, if any communication must be in hard copy distributed via normal postal services.
- 3.8.3 By applying for the Membership, the member authorises the Company to communicate with the member in any way acceptable, information regarding other benefits and offers for the possible benefit of the member. The members must inform the Company if the member rejects communication with regards to new and other benefits.
- 3.8.4 All communication, personal data and information will be kept Confidential.

3.9 POPIA

- 3.9.1 As Association and Company, we support the Protection of Personal Information Act (POPIA), Act 4 of 2013.
- 3.9.2 Your privacy is of utmost importance to us. We will take the necessary measures to ensure that all information, provided by you for the purpose of this application, is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.
- 3.9.3 You hereby agree to give honest, accurate and up-to-date Personal Information for us to continue supporting you in accordance with the Constitution.
- 3.9.4 You accept that your Personal Information collected by us may be used for the following purposes:
 - 3.9.4.1 to establish and verify your identity in terms of the Applicable Laws;
 - 3.9.4.2 to use the general non-personal information in negotiations for better benefits and for research purposes.
 - 3.9.4.3 unless consent to by yourself, we will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other party and you indemnify us from any claims resulting from disclosures made with your consent.
- 3.9.5 You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with the Company or with the Information Regulator.

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B. SPECIFIC NON-INSURED BENEFITS TERMS AND CONDITIONS SECTION

The Membership program includes a basket of rewards, discounts, services and benefits that include the following specified benefits:

1. Educational Savings – Basic Benefit

This benefit is included as a free benefit under all Membership Level.

1.1. CTU College

- 1.1.1 Members and their families qualify for a discretionary up to 10% discount for courses done through CTU College. CTU Training Solutions offer more than 980 courses to our members, online and through their Campuses in South Africa.
- 1.1.2 For more information on CTU, please view <https://www.youtube.com/watch?v=amtfgzcaZ2s>
- 1.1.3 Members may contact CTU directly: Elriette Terblance, +2712 631 6688, mobile +2781 455 9476, elrietteT@ctutrainig.co.za alternately send an email to study@hmx.co.za or call our offices for more information.

2. Emergency Medical Response and Transportation

These benefits are not Free Benefits and are only included as benefits under the Funeral Assist and Consumer Legal Membership Levels.

2.1. Details on the Product

- 2.1.1 Emergency Medical Response, Stabilisation and Transportation in South Africa.
- 2.1.2 Medical Advisory Services and Trauma Counselling.
- 2.1.3 Minimum annual 10% operational cost increase, subject to utilisation.
- 2.1.4 HFC (Health Finance Corporation) reserves the right to review the subscription fee, should the confirmed utilization require it, by providing the Member with 1 calendar months' notice. Should the re-negotiation fail, either Party will have the option to terminate the agreement with 30 days' notice.
- 2.1.5 Contact number: 010 109 0429, 24 hours, 365 days per year.

2.2. Terms and Conditions

- 2.2.1 All Members should read and understand the Terms and Conditions applicable to the provision of the benefits and services. (Pay special attention to all the terms printed in bold.) The full Terms and Conditions document is available at HFC Offices.
- 2.2.2 Please contact or call HFC on 0861 194 637 during office hours if anything is not clear.
- 2.2.3 **If the HFC Contact Centre is NOT contacted in the 1st instance, any costs for HFC services incurred will be for the Member's own account.**

2.3 Product Description

2.3.1 Emergency Medical Response, Stabilisation and Transportation:

- 2.3.1.1 In the event of a medical emergency, as contemplated in this Agreement, HFC shall engage with the ER24 contact centre or any other suitable service provider engaged by written agreement between the parties. The service provider will dispatch an appropriate road or air ambulance, staffed by their appropriately qualified emergency medical care practitioners.
- 2.3.1.2 Once on the scene of the incident, life support will be provided to the patient and where relevant, the patient will be stabilised before transfer is provided to the closest, most appropriate medical facility / as per Member customised requirements.
- 2.3.1.3 A team of medical professionals will prioritize a transfer of the patient based on medical conditions, the degree of urgency, the patient's state and fitness to travel. Other considerations include, but are not limited to airport availability, weather condition and distance to be covered as assessed by the attending doctor.
- 2.3.1.4 The emergency medical centre contact centre and operational team will determine whether transport will be provided by medically equipped helicopter, regular schedule flight or road.

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2.3.2 Medical Advisory Services and Trauma Counselling

- 2.3.2.1 The following services are available to the registered members and children and supplied by Health Finance Corporation.
- 2.3.2.2 The territory covered includes South Africa, Swaziland and Lesotho.
- 2.3.2.3 Our doctors and medical team will be available 24 hours. All calls received are managed by an expert nurse or paramedic.
- 2.3.2.4 Medical advisory services for the registered Members and children.
- 2.3.2.5 24-hour telephonic medical advice – Members can call at any time for advice or information regarding general medical and health issues:
 - 2.3.2.5.1 Emergency First Aid advice
 - 2.3.2.5.2 Symptom assessment and referral
 - 2.3.2.5.3 Health counselling
 - 2.3.2.5.4 Stress Management
 - 2.3.2.5.5 Medical travel information
 - 2.3.2.5.6 Substance abuse and poison information
 - 2.3.2.5.7 Generic medical advice

2.3.3 Trauma Counselling for registered Member and children.

- 2.3.3.1 A 24-hour Trauma Counselling line is available in the event of any traumatic event such as hijacking, burglary, motor accident, the loss of a loved one, school bullying, suicide, diagnosis of a chronic or life-threatening medical condition, etc.
- 2.3.3.2 An uninterrupted, confidential and professional telephonic counselling facility is available to customers every day of the year. Should the counsellor determine a need for additional face-to-face counselling, the Member will be directed to an appropriate trauma counselling centre.

3. Herminix eCoupons

These benefits are not free and forms part of the Funeral Assist-, Consumer Legal- and Health4All Membership levels.

3.1 Herminix eCoupons redeemable at Shoprite Checkers

Save up to R750 on your monthly groceries by using our discount coupons on a range of products redeemable at selected Shoprite, Checkers and Checkers Hyper stores.

Visit our website and click on the rewards button. Log in with your mobile number to claim the eCoupons.

eCoupons will be sent via email / SMS to the Member and contains a Barcode or wiCode to be presented at the till to claim the discount on every product selected.

Shoprite/Checkers Xtra Savings Loyalty members can claim both discounts, should the Membership discount be available on the same product.

Special Note: Multiple eCoupons are available on a variety of different products and changes monthly.

This benefit is supplied through Herminix (Pty) Ltd in collaboration with SA Coupons.

If a Member experiences a problem when attempting to redeem coupons or has any queries, he/she should SMS 'hmx' to 30172, for email assistance: info@berelo.com or email geoffa@mochilagroup.com

3.2 Herminix eCoupons redeemable at Pick n Pay

Save up to R750 on your monthly groceries by using our discount coupons on a range of products redeemable at selected Pick a Pay stores.

Visit our website and click on the rewards button. Log in with your mobile number to claim the eCoupons.

eCoupons will be sent via email / SMS to the Member and contains a Barcode or wiCode to be presented at the till to claim the discount on every product selected.

Special Note: Multiple eCoupons are available on a variety of different products and changes monthly.

This benefit is supplied through Herminix (Pty) Ltd in collaboration with SA Coupons.

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If a Member experiences a problem when attempting to redeem coupons or has any queries, he/she should SMS 'hmx' to 30172, for email assistance: info@berelo.com or email geoffa@mochilagroup.com

3.3 Herminix eCoupons redeemable at Dischem

Save up to R750 on your monthly shopping by using our discount coupons on a range of products redeemable at selected Dischem outlets.

Visit our website and click on the rewards button. Log in with your mobile number to claim the eCoupons.

eCoupons will be sent via email / SMS to the Member and contains a Barcode or wiCode to be presented at the till to claim the discount on every product selected.

Special Note: Multiple eCoupons are available on a variety of different products and changes monthly.

This benefit is supplied through Herminix (Pty) Ltd in collaboration with SA Coupons.

If a Member experiences a problem when attempting to redeem coupons or has any queries, he/she should SMS 'hmx' to 30172, for email assistance: info@berelo.com or email geoffa@mochilagroup.com

4. Regenerative Medicine and Stem Cell Cell-based Treatment Discounts – Basic Benefit

The Regenerative Medicine discretionary discount benefit is included as a basic benefit for all Membership levels.

- 4.1 Members qualify for a discretionary 10% discount for Regenerative Medicine and Stem Cell, Cell-based Treatment through the Stem Med Doctors Network.
- 4.2 Various illnesses and injuries can be cured with Regenerative Medicine and Stem Cell, Cell-based Treatment such as Diabetes 1 and accident-related injuries.
- 4.3 Regenerative Medicine and Stem Cell, Cell-based Treatment is revolutionary in the way that it treats illnesses, by providing a cure and not merely treating the symptoms. In many cases injuries can be rehabilitated without undergoing invasive operations.
- 4.4 The Stem Med Doctors Network will communicate with all registered members on the illnesses and injuries that can be cured with Regenerative Medicine and Stem Cell, Cell-based Treatment.
- 4.5 Call our office during office hours on +2712 111 0296 for more information.

5. Sponsored Will and Last Testament.

- 5.1 The benefit is offered by Capital Legacy Solutions (Pty) Ltd Reg no 1995/00947/07 and Capital Legacy Fiduciary Services (Pty) Ltd Reg no 1995/009487/07.
- 5.2 How does the service work?
 - 5.2.1 Member who want a Will and Testament must choose the Will and Testament option on the Netfluid Back-end.
 - 5.2.2 Complete the request form and confirming the correct contact information.
 - 5.2.3 A Capital Legacy appointed Agent will call the member and will make an appointment.
- 5.3 What is the service offered by Capital Legacy:
 - 5.3.1 Capital Legacy will draft a Will and Testament and will arrange for the signing of the Will and Testament.
 - 5.3.2 Capital Legacy will calculate the Executor Fees amount payable on the assets in the member's estate and will offer the member an Executor Fee Assurance Policy which intent is to cover the Executor Fees in the event of the member's death.
 - 5.3.3 It stay the member's choice to accept the Executor Fee Assurance Policy and if the member accepts the offer, will the policy be a direct agreement between the Member and Capital Legacy and it's Insurer.
- 5.4 The contact information of Capital Legacy will be published on the member's back-end under Providers.

6. Call da Teacha

- 6.1 Call da Teacha (Dial-A-Teacher) is an educational helpline that can provide learners with homework assistance. Dial-A-Teacher is supplied by
- 6.2 Dial-A-Teacher is is qualified teachers who can help with homework problems as well as project defining and research in any subject from Grade 1-12 in any of the major languages.
- 6.3 The Team of Teachers are available from 18h00 to 21h00 Monday to Thursday, except during holidays.
- 6.4 How does it work?
 - 6.4.1 For help call 0861600601 or email dat@clientservices.co.za
 - 6.4.2 Use your registered mobile number to log a call.
 - 6.4.3 State the subject and the problem and if you prefer a specific language.
- 6.5 Special Note: Call da Teacha is not active or included in all products. Check on the specific membership benefit overview if the benefit is included.

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7. Motor & Household Insurance – Basic Benefit

This is a basic benefit included under all Membership Levels.

- 5.1** Members qualify for special rates on their personal and business, Motor & Household Short-Term Insurance.
- 5.2** To qualify for the benefit, Members need to send their current policy schedules to deon@ybhinure.co.za or call Your Broker House (Pty) Ltd, FSP 46444 on +2712 111 0296 / +2712 807 1826 for assistance.
- 5.3** Members can save up to 40% on their current premiums.
- 5.4** Members without a Broker servicing them, can appoint Your Broker House (Pty) Ltd as their Broker.

8. FlexiBreaks Membership

Each Member automatically becomes a FlexiBreaks Member as a sign-up bonus benefit. This membership will allow you to travel and enjoy immediate discounts on all listed, participating FlexiBreaks' local and international holiday destinations.

FlexiBreaks do not receive any kickbacks, commissions or fees. They negotiate discounts for Members as a standard rate to the member. It must be noted that Travel Agents may offer short notice and interim specials at a lower cost. These offerings are not controlled by FlexiBreaks.

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- 8.1** Contact us on +2711 974 2626, send us an email to info@flexihms.co.za or visit our website: www.flexibreaks.co.za for your travel specials. Quote your membership number.
- 8.2** Please note: Make your booking directly with us to qualify for and enjoy discount on your holiday or trip.
- 8.3** INCLUDED IN YOUR FLEXIBREAKS MEMBERSHIP:
 - 8.3.1 New timeshare affiliated self-catering holiday specials during low season & peak season.
 - 8.3.2 Loads of availability at hundreds of resorts with savings of up to 50%
 - 8.3.3 Over 500 holiday destinations within South Africa and neighbouring countries.
 - 8.3.4 Best local car hire rates with 250 kms FREE DAILY and many FREE extras included.
 - 8.3.5 Get special and assistance with airfares and bookings.
 - 8.3.6 Intercap bus discounts of 10%.
 - 8.3.7 10% off Shosholozu train bookings and 15% off Premier Class train bookings.
 - 8.3.8 Save 7% on the passenger price in your MCS Cruise cabin.
 - 8.3.9 Enjoy a 20% discount on travel insurance cover with TIC.
- 8.4** Admin fee charges will apply on certain booking services. Cancellation fees are applicable on cancelled bookings.
- 8.5** Unlimited usage and bookings for qualifying Members and their beneficiaries. PLUS, immediate discounts apply. No cashbacks, points or rewards. BOOK NOW! SAVE NOW!
- 8.6** TERMS & CONDITIONS apply on all the above benefits and usage thereof. View all Member T&C's at www.flexibreaks.co.za

9. Shop A Way

- 9.1. ShopAWay is an online store where members can shop, and goods is delivered to their door.
- 9.2. Payments for goods bought can be paid through a member's e-wallet or can use the instant pay link send to the member by the Support team.
- 9.3. How does it work:
 - 9.3.1. On the back en the member clicks on SHOPAWAY.
 - 9.3.2. Add product to cart.
 - 9.3.3. If you want to buy more items, click on continue shopping or
 - 9.3.4. Click on process to check-out.
 - 9.3.5. Click on billing details and confirm delivery information. Scroll down and click on place order.
 - 9.3.6. Support will call you to confirm everything you bought.
 - 9.3.7. If the purchase is in total more than R500.00 will Support confirm and will Support adjust your invoice.
 - 9.3.8. Support will confirm amount and the wallet information and how to pay from your wallet the invoice.
 - 9.3.9. Support will confirm when the goods are sent through PUDO/Courier Guy.
- 9.4. Members automatically receive Table Charm / TC Direct membership and will receive an email directly from TC Direct to log in the Table Charm / TC Direct back end.
 - 9.4.1. To gain access to the TC Direct on-line shop, members click on Shopaway and then on TC Direct then click on the TC Direct link. The TC Direct shop will open, and you may shop online.
 - 9.4.2. TC Direct is giving our members special discounts.
 - 9.4.3. You will pay through the TC Direct payment system from your personal bank account. We are in the process to link your normal wallet to your TC Direct membership, when this is done will you have the option to also pay from your wallet on the TC Direct shop, but this will still take time to be active.
- 9.5. Some products is delivered directly from the supplier and these supplier might have their own rules regarding deliveries.
- 9.6. Contact support on email or WhatsApp for any assistance.

C CONSUMER LEGAL MEMBERSHIP LEVEL BENEFITS

1. Consumer Legal

These benefits do not fall under the basic or sponsored benefits. They are included in the Funeral Assist Membership Level, Consumer Legal Membership Level and the Health4All Membership Level.

Terms and Conditions

1.1. Legal Advice

- 1.1.1 Members can access legal assistance through the call centre +2710 110 0474, during working hours for assistance with matters concerning general South African law such as civil, criminal, labour, conveyancing, tax, financial advice and family law. This includes incidents regarding divorce and maintenance, debt collection, employment disputes, property transfers and deceased estates.
- 1.1.2 We are not Lawyers and cannot give any legal advice.
- 1.1.3 We will request members to send us all relevant information and documentation.
- 1.1.4 We will send all the required information to our Team of Lawyers and based on the information supplied by you, will we give you back the different options available to you.
- 1.1.5 You will then take the decision and will directly contact the Lawyer and will sign an agreement directly with the Lawyer.
- 1.1.6 We don't take responsibility for any decision you as member make.

1.2. 3rd Party Accident Claims

- 1.2.1 Consumer Legal and its panel of Lawyers will investigate any 3rd party claim, accident claims, Road Accident Fund and related claims free of charge.
- 1.2.2 The case will be a separate agreement between the Member and the Lawyer.

1.3. Garnishee Order Investigations

- 1.3.1 Consumer Legal Team will investigate any current and up to 3 years old, Paid-Up Garnishee Order, free of charge.
- 1.3.2 Members need to acquire all relevant documentation at own cost and submit to qualify for free advice.
- 1.3.3 If found that the Garnishee Order is acquired or issued illegally, or over inflated, Consumer Legal will offer the Member different options at discounted rates: Stop and clear up the Garnishee Order and where possible retrieve any money deducted by the specific Garnishee Order.
- 1.3.4 The following documentation must be submitted to admin@clpa.co.za :
 - 1.3.4.1 Payslips showing the Order deduction or salary statement from employer, signed and stamped.
 - 1.3.4.2 Copy of Court Order.
 - 1.3.4.3 Copy of ID.
 - 1.3.4.4 Any other documents or communication with the creditor.
- 1.3.5 The case will be a separate agreement between the Member and the Lawyer.

1.4. Bad Credit listing Investigation and Clearing Services at Discounted rates

- 1.4.1 Consumer Legal will investigate all bad credit listings and will assist the Member, to clear your name from all Credit Listing Companies. Credit agreements are approved without following all legal procedures and are illegal. Many credit agreements overcharge clients.
- 1.4.2 Consumer Legal will investigate all credit and/or loan agreements and will assist client to rectify any overcharging and/or cancel any illegal contracts or procedural errors on credit agreements. This will be an agreement directly between the chosen Lawyer and the member.
- 1.4.3 The following documentation must be submitted to admin@clpa.co.za :
 - 1.4.3.1 Original Agreements or copy of the Breakdown statement from inception.
 - 1.4.3.2 Copy of ID.

1.5. Consumer Protection

- 1.5.1 It is hereby noted that this agreement falls under the Consumer Protection Act of South Africa.
- 1.5.2 In the event of any dispute and where such possible dispute can't be solved between the company and the Client, the Client has the right to turn to the Consumer Ombudsman to solve the situation.
- 1.5.3 Consumer Ombudsman contact details:
National Consumer Commission (NCC), Share Call: 0860 26 67 86, Fax: 0861 51 52 59, email: ncc@thedti.gov.za

1.6. Complaints

The Company has a complaint procedure in place. In the event of any complaints, contact the Herminix Pty) Ltd directly before contacting the Consumer Ombudsman. State the complaint in writing and the Herminix Customer Service department will investigate the complaint and communicate back to the Member within 5 working days. If the complaint is against a Service Provider, there might be a delay and the investigation could take up to 30 days.

Terms and Conditions

Send complaints to: 63 Rubida street, Die Wilgers, Pretoria, 0184. Email: complaints@hmx.co.za. Telephone number: +2712 111 0296 / +2712 807 1826

D FUNERAL ASSIST MEMBERSHIP LEVEL

The Funeral Assist Membership Level includes all the basic benefits and other benefits as indicated in the Funeral Assist Membership Level. The undermentioned Funeral Assist Benefits are embedded Compulsory benefits.

The Association and Herminix (Pty) Ltd has a signed agreement with Your Broker House as our registered Financial Service Supplier, FSP 46444 where the membership includes Funeral Assist Benefits.

As part of their chosen Membership, Members will receive funeral assist benefits as an embedded benefit under the Your Broker House Funeral Scheme.

By accepting die Membership Terms and Conditions as well as the Association Constitution, the Member confirms that he/she accepts the following out of his/her free will:

- a. The Association membership and Herminix (Pty) Ltd as the Association appointed membership Administrator are mandated and authorised to sign on behalf of all its members.
- b. The POPIA declaration of the Administrator.
- c. The Terms and Conditions, limitations and waiting periods which may apply.
- d. The Membership fees are affordable.
- e. That all Membership fees are payable in advance for full calendar months with the inception date always the 1st of every month.

The Funeral Scheme is Administered by Exodec 229 (Pty) Ltd, Registration number 2016/486897/07, FSP 43212 and underwritten by Guard Risk Life Limited, Registration number 1999/013922/06, FSP 75.

The embedded funeral assist benefits include its own Terms and Conditions. The Master Policy is available from Exodec 229 (Pty) Ltd at info@exodecgroup.co.za

General Terms and Conditions: Funeral Plan

1. POPIA

- i. Member privacy is of utmost importance to us. We will take the necessary measures to ensure that all information, provided by the Member for the purpose of this application, is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. The Member hereby agrees to give honest, accurate and up-to-date Personal Information to process and accept this application.
- j. The Member accepts that the Personal Information collected by us, may be used for the following reasons:
 - ii. To establish and verify the Member identity in terms of the applicable laws;
 - iii. To enable us to proceed to issue the Policy should we accept this application.
- k. Unless consented by the Member, we will not sell, exchange, transfer, rent or otherwise make Personal Information (such as name, address, email address, telephone or fax number) available to external parties and the Member indemnifies us from any claims resulting from disclosures made with said consent.
- l. The Member understands that if the Administrator/Insurer has utilised Personal Information contrary to the Applicable Laws, he/she has the right to lodge a complaint with Guardrisk or with the Information Regulator.

2. Funeral Benefit Administrator

- a. Exodec 229 (Pty) Ltd, FSP 43212
- b. Email: info@exodecgroup.co.za
- c. Compliance: Leona Prinsloo – email: lprinsloo@mweb.co.za

3. Insurer

Funeral benefit is underwritten by Guardrisk Life Limited, a licensed life insurer and authorised financial service supplier, Registration number: 1999/013922/06 and FSP 76.

4. Intermediary

The registered Intermediary is Your Broker House (Pty) Ltd, FSP 46444 at address 63 Rubida street, Die Wilgers, Pretoria, 0184. Contact number: +2712 807 1826. Email: deon@ybhinsure.co.za

Terms and Conditions

5. Membership

- a. The maximum entry age for a member is 95 years of age. Benefits will remain active for as long as the Membership payments are up to date.
- m. Children:
 - i. We cover biological or legally adopted children up to the age of 21 years. Cover will cease on the day before their 22nd birthday.
 - ii. Children aged 22 or older will be covered up to the age of 26, while studying full-time at a recognised school or tertiary institution. This is subject to the provision of satisfactory evidence (annually).
 - iii. Unmarried mentally/physically disabled children that are totally dependent on the Member, will be covered for as long as the policy is active. This is subject to the provision of satisfactory evidence.
 - iv. Should a child be born to the Member, the Member has 60 days to update his/her application/nomination form. If the documentation is not update, the child will not be covered.
 - v. Children above 22, may acquire their own Membership.
- n. If the Member ceases to be a member of the funeral scheme (dies, withdraws or retires) cover will cease immediately for the Member and all Dependents. Should the Spouse elect to take over the policy of an existing Member following his/her death, it must be done within 30 days of the Death. The application/nominations form and monthly membership schedule must be updated accordingly.

6. Benefit Split

- a. Principal member and Spouse enjoy the same cover.
- b. Child aged 14 – 22 years, enjoys same cover as principal member.
- c. Child aged 6 – 13 years, enjoys 50% of principle member cover.
- d. Child Stillborn – 5 years, enjoys 25% of principle member cover.

7. Cover Options

The Membership Option chosen, determines the cover amount payable, as specified on the Benefit Certificate.

Type of Option	R5,000	R10,000	R20,000	R30,000
Single Person 18 - 65	✓	✓	✓	✓
Single Person 66 - 75	✓	✓	✓	✓
Single Person 76 - 85	✓	✓	✓	✓
Single Person 86 - 95	✓	✓	✓	✓
Family Cover 18 - 65	✓	✓	✓	✓
Family Cover 66 - 75	✓	✓	✓	✓

8. Waiting Periods:

- a. There is a 3-month waiting period in case of natural death, from the commencement date for Members with inception date before age of 65.
- b. The is a 6-month waiting period in case of natural death, from the commencement date for members with inception date after age of 65.
- c. There is a 12-month waiting period for suicide from the commencement date for all members.
- d. There is no waiting period for accidental deaths under condition that the first month's premium was paid.

9. Upgrading Membership

- a. Members may upgrade or downgrade between Membership options with one calendar month notice.
- b. Where a Member upgrades to a higher option, the normal waiting period will apply on the difference between the old option cover amount and the new option cover amount. Example: Upgrade from cover amount of R10,000 to R30,000. The normal waiting period as mentioned in 1.8, will apply on the difference of R20,000. If the Member claims while still in the waiting period, he/she will be able to only claim on the lower option.

10. Increases

- a. The Underwriter reserves the right to increase the underwriting premium with one calendar month written notice.
- b. The underwriting premium will only be increased where the claims are more than 70% of the underwriting risk premium in total.

Terms and Conditions

11. Exclusions

- a. The Insurer will not pay any Funeral Benefit or any Extended Family Benefit if death was directly or indirectly caused, resulting from or in connection with any of the following:
 - ii. Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - iii. The deceased's deliberate exposure to exceptional danger, except in an attempt by the deceased to save a human life.
- b. Suicide will be excluded for the first 12 months from the Commencement Date.
- c. The Insurer will have no liability for a Claim Event if Death for any Insured is directly or indirectly caused by or attributable to natural causes during any applicable waiting period, unless proof is supplied to the Insurer of previous cover for such Insured in the 31 (thirty-one) day period prior to the Commencement date of this Policy, and where such similar cover with the alternate Insure was replaced with this Policy and where the waiting period on such prior policy had already expired.
- d. Claims due to Accidental Death will not be subjected to a Waiting Period, on condition that the first premium is paid.
- e. When taking up a higher benefit the normal applicable Waiting Period for natural death will apply to the increased amount, not the current benefit cover enjoyed.
- f. When taking over existing affiliation schemes, Guardrisk Life Limited will require proof of membership for the Waiting Period for natural death to be waived. If not available, the full Waiting Period for natural death will apply.

12. Premiums / Membership Fees

- a. Premiums must be paid for the month, before the 15th of the month and the 12-month subscription payment history must show that all payments were made monthly.
- b. The premium will lapse where a Member omits 2 payments in a cycle of 12 months.
- c. Should Insurance in respect of a Main Member, his/her Spouse, his/her Child or Extended Family Member cease due to non-payment of premiums, Membership may be reinstated. If reinstatement occurs within 2 (two) months from the date of cessation of cover, no Waiting Period for natural death will be imposed on any Insured life. If reinstatement occurs after 2 (two) months from the date of cessation of cover, the full Waiting Period for natural death will restart from zero. No Insurance cover will be provided during the period between cessation of cover and the date of reinstatement.

13. Claim Requirements

- a. Exodec/Guardrisk Life Limited must be Notified of Funeral Claims within 6 months of an Insured's death, with or without all the required information.
- b. Claims are paid within 48-hours after all documentation was received by the Insurer.

Terms and Conditions

- c. The following information is required to process a Claim (standard claims package):
 - ii. Certified Copy of the beneficiary identity document.
 - iii. Certified copy of deceased's ID/birth certificate as well as death certificate and copy of the DHA Registration of Death form.
 - iv. Beneficiary's banking details and proof of residence.
 - v. If the cause of death is unnatural – a completed police report is required.
 - vi. If a Child is between 22 & 25 years old – we require a certified copy of a letter from the educational facility, confirming the Child is registered and the course / grade that they are registered for.
 - vii. Fully completed, signed and stamped claim form.
 - viii. Main Member
 - Fully completed, signed and stamped claim form.
 - Certified Copy of the deceased's identity document.
 - Certified Copy of the death certificate.
 - A copy of the DHA1663 Registration of Death form.
 - Certified Copy of the beneficiary identity document.
 - Beneficiary's banking details and proof of residence.
 - If the cause of death is unnatural – a completed police report is required.
 - Proof of claim payment received by beneficiary – if claim paid out prior to submission of the documentation.
 - ix. Spouse and Child funeral benefit
 - Fully completed, signed and stamped claim form.
 - Certified Copy of Main Member identity Document.
 - Certified Copy of the deceased's identity document or birth certificate.
 - Certified Copy of the death certificate.
 - If no identity document or birth certificate – a copy of the clinic card or a hospital file is required.
 - A copy of the DHA1663 Registration of Death form.
 - Certified Copy of the marriage certificate or a copy of the Lobola letter or affidavits, confirming the deceased was life partner (partner and from both person's parents/siblings), stating duration.

Non-underwritten Benefits – Deceased Support Benefit Section

1. Repatriation of mortal remains benefit (a non-underwritten benefit)

- a. Repatriation of Mortal remains within South Africa, Namibia, Lesotho, Swaziland, Botswana, Mozambique and Zimbabwe. When a Member's death occurs more than 100km from their normal place of residence/place of burial, the deceased will be transported to the place of burial irrespective of where the death occurred, or where the burial will take place, provided that the repatriation is within the defined territory.
- b. The repatriation limit is a maximum of R10,000 per event with an annual limit of R20,000 per year per plan.
- c. The removal from place of death (anywhere in South Africa) minimum of 20km to a maximum of R900 per claim.
- d. Storage to a maximum amount of R1,000 will be covered at a daily rate of maximum of R150 per day.
- e. Allowance for one family member to travel with the deceased free of charge.
- f. Only approved contracted service providers are used. If Members use their own suppliers, they will be liable for all accounts and costs.

2. Other Benefits Include:

- a. 24-hour call centre.
 - b. Assistance with all necessary documentation.
 - c. Embalming.
 - d. Assistance with clearance.
 - e. Referral to a pathologist if an autopsy is required.
 - f. Referral to a reputable undertaker.
 - g. Advice on how to apply for the death certificate and border crossing documentation.
 - o. Referral to counselling services for support and advice.
- Exodec Assist 24-hour call centre no: 0861 55 5515
Members quote the Exodec Funeral Plan details, Scheme Name and Policy reference number.

Disclosure Notice:

Terms and Conditions

Long-term Insurance Policyholder Protection Rules 2017 (PPRs) Financial Advisory and Intermediary Services (FAIS) General Code of Conduct 2003

Your Intermediary

Business name: Your Broker House (Pty) Ltd
Registration number: 2015/119517/07
Physical address: 63 Rubida street, Die Wilgers, Pretoria, 0184
Postal address: 63 Rubida street, Die Wilgers, Pretoria, 0184
Telephone: +2712 807 1826
Website: www.ybhinsure.co.za
FAIS registration: FSP 46444

In terms of the FSP license, Your Broker House (Pty) Ltd, is authorised to give Intermediary Services and Advice for products under:

- i. CATEGORY I
- ii. Long-term Insurance: Category A
- iii. Long-term Insurance: Category B1
- iv. Long-term Insurance: Category B2
- v. Long-term Insurance: Category B1-A
- vi. Long-term Insurance: Category B2-A

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Your Broker House (Pty) Ltd, FSP 46444 accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform the Member accordingly.

Legal and contractual relationship with the Insurer: Contract in Place
Professional Indemnity and/or Fidelity Cover: Your Broker House (Pty) Ltd has a Professional Indemnity in place
Claims Procedure including prescription period: Deon Zeelie Tel: +2712 807 1826 Email: deon@ybhinsure.co.za
Complaints Procedures: Contact Person: Deon Zeelie, Tel: +2712 807 1826 Email: deon@ybhinsure.co.za

Compliance Officer: Warren Neal – Askari Compliance Solutions:
warren@askaricompliance.com

Conflict of Interest: Exodec has a conflict-of-interest management policy in place which is available from deon@ybhinsure.co.za

Your Funeral Administrator		In terms of the FSP license, Exodec 229 (Pty) Ltd, is authorised to give Intermediary Services and Advice for products under: CATEGORY I, II, IV: <ul style="list-style-type: none">▪ Long-term Insurance: Category A▪ Friendly Society Benefits▪ Long-term Insurance: Category B1▪ Long-term Insurance: Category B2▪ Long-term Insurance: Category B1-A▪ Long-term Insurance: Category B2-A▪ Long-term Insurance: Category IV
Business Name:	Exodec 229 Pty (Ltd)	
Registration number:	2016/486897/07	
Physical address:	1 st Flr Royal Palms Building Cnr Loch street & Pierneef Blvd Meyerton 1961	
Postal address:	PO Box 934, Meyerton, 1960	
Telephone:	+2716 362 0334	
Website:	www.exodecgroup.co.za	
FAIS registration:	FSP 43212	

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Exodec 229 (Pty) Ltd FSP 43212, accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform the Member accordingly.

Legal and contractual relationship with the Insurer: Contract in Place
Professional Indemnity and/or Fidelity Cover: Exodec 229 (Pty) Ltd has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.
Claims Procedure including prescription period: Sanah Kwapeng Tel: +2716 362 0334 or Cell: +2771 600 1927 Email: claims@exodecgroup.co.za
Complaints Procedures: Contact Person: Marieta Pretorius, Tel: +2713 362 0334 or Cell: +2776 768 2691, Email: info@exodecgroup.co.za
Compliance Officer: Leona Prinsloo, Tel: +2712 664 6257, Email: lprinsloo@mweb.co.za
Conflict of Interest: Exodec has a conflict-of-interest management policy in place and it is available to Members on the website.

Terms and Conditions

Professional Indemnity and/or Fidelity Cover: Guardrisk Life Limited has a Professional Indemnity Cover and Fidelity Guarantee Cover in place.

Telephone:	Compliance Details +2711 669 1104	Complaints Details 0860 333 361
Fax Number:	+2711 675 3826	
Email:	compliance@guardrisk.co.za	complaints@guardrisk.co.za
Website:	www.guardrisk.co.za	

Conflict of Interest: Guardrisk Life Limited has a conflict-of-interest management policy in place and it is available to Members on the website.

Policy Wording – A copy of the policy wording can be obtained from Exodec 229 Pty (Ltd)

Fees: Commission fee: 0% **Binder fees:** 9%

Policy Details: Type of Policy: Funeral Class of Business Risk Covered: R50,000 Policy Benefits: Death

The Administrator directly or indirectly holds more than 10% of the relevant product supplier's shares or has any equivalent substantial financial interest in the Insurer.

Premiums: Your Premium obligations

Monthly Premium:	As per the policy agreement
Due date and frequency:	Monthly
Manner of payment of premium:	Direct deposit
Consequence of non-payment:	Cover will cease and no further benefits will be in force.
Details of any premium increases, including the frequency and basis thereof:	Annually upon the Review date.

Cooling off Rights – If any of the information reflected above and below was given to the Member orally, this disclosure notice serves to provide the Member with the information in writing. Should the Member not be satisfied with the Policy, he/she is entitled to cancel said Policy in writing, at no cost, provided no Claim has arisen or any benefit paid, within 31 days of receipt date of the Policy. Cover will cease upon cancellation of the Policy. All premiums paid by the Policyholder to the Insurer, up to date of receipt of the cancellations notice, will be refunded to the Policyholder.

The insurer		In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under: CATEGORY I: <ul style="list-style-type: none">Long-term Insurance: Category ALong-term Insurance: Category B1Long-term Insurance: Category B1-ALong-term Insurance: Category B2Long-term Insurance: Category B2-ALong-term Insurance: Category C
Business Name:	Guardrisk Life Limited	
Registration number:	1999/013922/06	
Physical address:	The Marc, Tower 2, Rivonia Road Sandton 2196	
Postal address:	PO Box 786015 Sandton, 2146	
Telephone:	+2711 669 1000	
Email:	info@guardrisk.co.za	
Website:	www.guardrisk.co.za	
FAIS registration:	FSP 76	

Processing of Personal Information

The Member's privacy is of utmost importance to us. We will take the necessary measures to ensure that all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by the Member or which is collected from Member, is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and is stored in a safe and secure manner.

The Member hereby agrees to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

The member accepts that his/her Personal Information collected by us, may be used for the following reasons:

Terms and Conditions

- to establish and verify the Member's identity in terms of the Applicable Laws;
- to enable us to fulfil our obligations in terms of this Policy;
- to enable us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

We may share the Member's Information for further processing, with the following third parties, that has an obligation to keep the Member Personal Information secure and confidential:

- payment processing service providers, merchants, banks and other persons that assist with the processing of the Member's payment instructions;
- law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- regulatory authorities, industry ombudsman, governmental departments, local and international tax authorities and other persons that we, in accordance with the Applicable Laws, are required to share Member Personal Information with;
- Credit Bureaus;
- our service providers, agents and sub-contractors that we have contracted with, to offer and provide products and services to any Policyholder in respect of this Policy; and
- persons to whom we cede our rights or delegate our authority to, in terms of this Policy.

The Member acknowledges that any Personal Information supplied to us in terms of this Policy, is provided according to the Applicable Laws. Unless consented to by the Member, we will not sell, exchange, transfer, rent or otherwise make available the Member Personal Information (such as name, address, email address, telephone or fax number) to other parties and the Member indemnifies us from any claims resulting from disclosures made with his/her consent.

The Member understands that if we utilize his/her Personal Information contrary to the Applicable Laws, he/she has the right to lodge a complaint with Guardrisk within 10 (ten) days. Should Guardrisk not resolve the complaint to the Member's satisfaction, he/she has the right to escalate the complaint to the Information Regulator.

Other matters of importance – The Member will be informed of any material changes to the information about the Intermediary, Insurer and/or Underwriting Manager provided above.

If we fail to resolve the Member's complaint satisfactorily, he/she may submit a complaint to the **Ombudsman of Long-Term Insurance**.

The Member will always be given a reason for the repudiation of his/her claim.

If the Insurer wishes to cancel the Member's policy the Insurer will give him/her **31 days** written notice, to the last known Member address.

The Member will always be entitled to a copy of his/her policy at no extra charge.

WARNING – The Member should not sign any blank or partially completed application form. Complete all forms in black ink. Keep notes of what is said to the Member and all documents handed to him/her. Where applicable, call recordings will be made available to the Member within 7 (seven) days of request. Don't be pressurised to buy the product. Failure to provide correct and relevant information may influence an Insurer on any claims arising from the Member's contract of insurance.

Waiver of Rights – No Insurer and/or Intermediary may request or induce in any manner a client to waive 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.

Particulars of the Long-Term Insurance Ombudsman (For claims/service-related matters)

Postal address: Private Bag X45, Claremont, Cape Town, 7700
Telephone: +2721 657 5000 / 0860 103 236
Fax number: +2721 674 0951
Email address: info@ombud.co.za
Particulars of the Financial Sector Conduct Authority

Postal address: PO Box 35655, Menlo Park, 0102
Telephone: +2712 428 8000
Fax number: +2712 347 0221

Particulars of the FAIS Ombudsman (For product/advice related matters)

PO Box 7451, Lynnwood Ridge, 0040
+2712 470 9080
+2712 348 3447
info@faisombud.co.za

Particulars of the Information Regulator (For complaints relating to the use of Personal Information)

PO Box 31533, Braamfontein, Johannesburg, 2017
+2710 023 5200
082 76 4173

Terms and Conditions

Email address: info@fsca.co.za

Complaints.IR@justice.gov.za

E. HERMINIX HEALTH4ALL MEMBERSHIP LEVEL

The Health4All Membership level includes all the basic benefits and the other benefits indicated specifically as benefits included under the Health4All Membership Level.

The Regenerative Medicine Treatment Benefit is a first in South Africa. Health4All Membership is an affordable and unique health program consisting of all the indicated in-life, free benefits as well as the Unity Health embedded benefits. Regenerative Medicine Benefit is a Treatment Assist program managed by StemMed Doctors Network as a benefit for members and not underwritten by Unity Health.

1.1 Regenerative Medicine Treatment

The Treatment benefit are only included under the Health4All Membership Level.

- 1.1.1 Regenerative medicine is the branch of medicine that develops methods to regrow, repair or replace damaged or diseased cells, organs or tissue. Regenerative medicine includes the generation and use of therapeutic stem cells, tissue engineering and the production of artificial organs.
- 1.1.2 Only available through StemMed Dr's Network.
- 1.1.3 Up to R2,000 assistance for Regenerative Medicine Treatment. Regenerative Medicine Treatment includes Stem-Cell and Cell-based treatment. Maximum 4 treatments per year at a StemMed Doctor Network Practitioner.
- 1.1.4 There is a registration month and 3 month waiting period on the treatment benefit. In total 4 months waiting period that applies.
- 1.1.5 Contact the Administrator on +2712 111 0274 / +2712 807 1826 or send an email to admin@hmx.co.za.

Primary Care and Hospital Care Benefits Options Section

The Primary Care Benefit Option and the Hospital Care Benefit Option is embedded as compulsory benefits of your Health4All Membership on the Herminix Health4All membership level and is Administered directly by Unity Health with its own specific Terms and Conditions.



PRIMAR & HOSPITAL CARE C

POLICY NO: CICL\UH\PHC\C\COMP\2021\1

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured Person(s) and the acceptance thereof by or on behalf of Bryte Insurance Company Limited (the "company") before the inception date or renewal date (as the case may be) and subject to the Definitions, Define Events, General Exceptions, General Conditions, Table of Benefits, Limitations and any Endorsements to the policy, the Company agrees to pay the benefits as stated in this policy for the Insured Person(s) for an Insured Incident occurring during the period of insurance up to the limit stated in this policy. The membership information form or recorded telephonic application and declaration completed by the Principal Insured Person and/or Insured Person(s) are the basis of and form part of this policy as well as the policy schedule and any endorsement to the policy.

Special Note -

Unity Health will e-mail directly to you a Unity Health Membership Certificate and Terms and Conditions. The Unity Health Terms and Conditions will be accepted as the true Terms and Conditions.

Do not download the Unity Health App before you receive the Membership Certificate and welcome e-mail directly from Unity Health.

DEFINITIONS

In this policy, all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions implying the masculine gender shall include the feminine. Where age is mentioned in the policy, it will be the age at last birthday.

The following words and expressions shall have the following meaning:

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Accident	means an external, violent, unexpected and visible event.
Adult Dependant	<ul style="list-style-type: none"> a) the spouse of the Principle Insured Person who is not already insured under this policy or any other policy issued by the Company providing similar cover and where the spouse shall include a party to any union recognised by South African Law; or b) a child who has attained the age of twenty-one (21) and who is the natural/biological child, stepchild, legally adopted child or placed under the foster care of the Principal Insured Person, who is not already insured under this policy or any c) other insurance issued by the Company providing similar cover, and who is financially dependent on the Principal Insured Person.
Company	means Bryte Insurance Company Limited Reg. No. 1965/006764/06
Competitive Sport or Activity	means a sporting activity involving an official or practice, event, race or contest.
Eligible Child	means a child who has not attained the age of twenty-one (21) and who is the natural/biological child, stepchild, legally adopted child or placed under the foster care of the Principal Insured Person, who is not already insured under this policy or any other insurance issued by the Company providing similar cover. There will be no age restriction for children who are either mentally or physically incapacitated, provided that the children are wholly dependent on the Principal Insured Person for support and maintenance.
Emergency	is an event of a sudden and, at the time, unexpected onset of a health condition that requires immediate medical treatment, where failure to provide medical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ, body part or would place the Insured Person's life in jeopardy.
Family	means the Principal Insured Person and their Eligible Child dependants, provided they are Insured Persons.
Hospital	<p>means any institution in the territory of RSA which in the opinion of the Company meets each of the following criteria:</p> <ul style="list-style-type: none"> a) has a diagnostic and therapeutic facility for surgical and medical diagnosis, treatment and care of persons in need of medical attention by or under the supervision of Medical Practitioners; b) provides nursing services supervised by registered nurses or nurses with equivalent qualifications; c) is not, other incidentally, either a mental institution or a convalescent home providing long term care; d) is not a place of rest for the aged or a health hydro or natural cure clinic or similar establishment; and e) is not an institution providing long-term care for the blind, deaf dumb or other handicapped persons.
Illness	means any disease or illness, which manifests itself during the period of insurance, regarded as a state of not being physically or mentally well due to a generally recognised set of symptoms and signs determined by medical practitioners. Some illnesses will need evidence of diagnosis through special investigation. There may be diseases or illnesses for which objective proof of diagnosis will be required. If such proof cannot be provided on request, this illness will not be covered.
Insured Incident	means any one Accident and/or Emergency and/or Illness that necessitates an Insured Person to undergo certain Medical Treatment or advice.
Insured Person	<p>means:</p> <ul style="list-style-type: none"> a) a Principal Insured Person, an Adult Dependant or an Eligible Child of a Principal Insured Person; b) such other person as the Company may from time to time deem eligible.
Intermediary	means the advisor, broker or consultant appointed by the Participating Group or Principle Insured Person to arrange terms of insurance and assist with queries pursuant to this policy, accredited in terms of FAIS, the Underwriting Manager and the Company.
Medical Practitioner	means a legally qualified healthcare professional registered with the relative governing authorities in South Africa (such as the Health Professions Council of South Africa, the South African Nursing Council, etc.).

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Medical Tariff	means the standard tariff as agreed to by the Underwriting Manager and the Network Service Provider for payment of medical services.
Medical Treatment	means any form of investigation; examination by; consultation with; or a surgical procedure performed by a Medical Practitioner for the purpose of treating or monitoring an Insured Person's medical condition.
Medicine formulary	is a list of prescription medication, both generic and brand name, approved by the Underwriting Manager.
Network	means a selected group of service providers with which the Underwriting Manager has contracted with.
Participating Group	means an employer group, trade union or bargaining council for which benefits are provided.
Policy Year	means the following: a) the first policy year shall be the period from the policy commencement date to 31 December of the same calendar year; b) after the first policy year, the policy year is defined as the twelve (12) month period from 1 January to 31 December of each calendar year.
Pre-authorisation	means the process of requesting and obtaining prior approval from the Underwriting Manager before and Insured Person can access a particular benefit.
Principal Insured Person	means an employee or member of the Participating Group as evidenced by monthly bordereaux and detailed in the Schedule and accepted by the Company as eligible for participation in the insurance provided by this policy.
Professional Sport or Activity	means a sport activity where one receives a monetary compensation.
Road Accident Fund	means the state insurer established by statute in the Republic of South Africa.
Schedule	means the schedule attached to and forming part of this policy.
Service Provider	means a provider of health care appointed/approved by the Underwriting Manager.
Snellen Scale	means an eye chart used by eye care professionals and optometrists to measure and determine visual acuity.
Territory	means the Republic of South Africa.
Underwriting Manager	means Unity Health, a division of Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07 and FSP No. 10287
Waiting Period	means the period from the policy commencement date or the date an Insured Person is added to this policy, until benefits become payable under this policy.
Window Period	means the three (3) month period from commencement date of this policy or the three (3) month period from commencement date of the Principal Insured Person with the Participating Group.
Addison's Disease	means chronic endocrine disorder in which the adrenal glands do not produce sufficient steroid hormones.
Asthma	means chronic inflammatory disease of the airways characterised by recurring symptoms of reversible airflow obstruction and bronchospasm.
Bi-polar Mood Disorder	means a mental illness, specifically a mood disorder, characterised by episodes of an elevated or agitated mood identified as mania that often alternates with episodes of depression. For the purpose of this policy there is clear evidence that these episodes impair the individual's ability to function in ordinary life.
Bronchiectasis	means a diseased state define by localised, irreversible dilation of part of the bronchial tree caused by destruction of the muscle and elastic tissue.
Cardiac Failure	means the heart is unable to provide sufficient pump action to maintain blood flow to meet the needs of the body.
Cardiomyopathy Disease	means the measurable deterioration of the function of the myocardium (the heart muscle) for any reason and that such will lead to heart failure.
Chronic Obstructive Pulmonary Disorder	means a type of obstructive lung disease characterised by chronically poor airflow that typically worsens over time.
Chronic Renal Disease	means a progressive loss in renal function over a period of months or years. For the purpose of this policy, it excludes acute kidney disease in that the reduction in kidney function is only present for less than 3 months.
Coronary Artery Disease	means a disease caused by plaque building up along the inner walls of the arteries of the

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	heart, which narrows the arteries and reduces blood flow to the heart.
Crohn's Disease	means an inflammatory bowel disease that may affect any part of the gastrointestinal tract that results in a chronic inflammatory disorder in which the body's immune system attacks the gastrointestinal tract directed at microbial antigens.
Diabetes Insipidus	means a condition characterised by excessive thirst and excretion of large amounts of severely diluted urine, with reduction of fluid intake having no effect on the concentration of the urine.
Diabetes Type 1	"Insulin-dependent Diabetes Mellitus" means metabolic diseases in which a person has high blood sugar resulting from the body's failure to produce insulin.
Diabetes Type 2	"Non-insulin-dependent Diabetes Mellitus" means metabolic diseases in which a person has high blood sugar resulting from insulin resistance, a condition in which cells fail to use insulin properly, sometimes also with an absolute insulin deficiency.
Dysrhythmias	"Cardiac Dysrhythmia" means a condition in which the electrical activity of the heart is irregular or is faster or slower than normal.
Epilepsy	means long-term neurological disorders characterised by epileptic seizures. These seizures are episodes that can vary from brief and nearly undetectable to long periods of vigorous shaking and tend to recur with no immediate underlying cause.
Glaucoma	means a group of ocular disorders with multi-factorial ethology united by a clinically characteristic intraocular pressure-associated optic neuropathy that permanently damage vision in the affected eye(s) and may lead to blindness if left untreated.
Haemophilia	means hereditary genetic disorders that impair the body's ability to control blood clotting or coagulation.
HIV /AIDS	"Human immunodeficiency virus infection/acquired immunodeficiency syndrome" means a disease of the human immune system caused by infection with the human immunodeficiency virus.
Hyperlipidaemia	means abnormally elevated levels of any or all lipids and/or lipoproteins in the blood.
Hypertension	means a chronic medical condition in which the blood pressure in the arteries is highly elevated.
Hypothyroidism	means an endocrine disorder in which the thyroid gland does not produce enough thyroid hormone.
Multiple Sclerosis	means an inflammatory disease in which the insulating covers of nerve cells in the brain and spinal cord are damaged.
Parkinson's Disease	means a degenerative disorder of the central nervous system that results from the death of dopamine-generating cells in the substantia nigra, a region of the midbrain.
Rheumatoid Arthritis	means an autoimmune disease that results in a chronic, systemic inflammatory disorder that may affect many tissues and organs, but principally attacks flexible or synovial joints.
Schizophrenia	means a mental disorder characterised by a breakdown in thinking and poor emotional responses resulting in symptoms that include delusions, paranoia, disorganised thinking and a lack of emotion.
Systemic Lupus Erythematosus	means a systemic autoimmune disease or autoimmune connective tissue disease that can affect any part of the body resulting in inflammation and tissue damage and hypersensitivity reaction in which bound antibody-antigen pairs or immune complexes precipitate and cause a further immune response.
Tuberculosis (TB)	means a highly contagious disease caused by a bacteria, known as mycobacterium tuberculosis. TB generally affects the lungs, but it can also invade other organs of the body, like the brain, kidneys and lymphatic system.
Ulcerative Colitis	Means disease of the colon that includes characteristic ulcers, or open sores.

DEFINED EVENTS

Claims may be submitted:

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1. In the event of an Insured Person suffering an Insured Incident, Medical Treatment is provided by a Service Provider limited to the following:
 - a. Medical consultation with a Network general practitioner, Network Nurse or Specialist;
 - b. Medication as prescribed or dispensed by a Network general practitioner, Network Nurse, Specialist or Network dental practitioner;
 - c. Diagnostic pathology, provided such pathology was specifically requested by a Network general practitioner or Network dental practitioner;
 - d. Diagnostic radiology, provided such radiology was specifically requested by a Network general practitioner or Network dental practitioner;
 - e. Basic and emergency dental treatment or surgery, enacted by a Network dental practitioner or Network dental therapist;
 - f. Wellness assessment and telephonic advice provided by a Service Provider;
 - g. Optometric wellness examination and/or the necessity for eyeglasses approved by a network optometrist;
 - h. Following an Emergency:
 - i. Emergency transportation services;
 - ii. Medical treatment in a Hospital emergency unit for stabilisation before being transferred to a public facility. Any surgical procedure not specifically required for stabilisation is excluded;
 - iii. Inter-hospital transportation to a public hospital following such treatment for stabilisation.
2. In the event of an Accident, Medical Treatment is provided by a Service Provider limited to the following:
 - a. In-hospital treatment including all hospitalisation (institution) costs, associated services, medicines and materials whilst hospitalised as an inpatient;
 - b. If necessary inter-hospital transportation should the need arise for any medical reason whatsoever; and
 - c. Treatment in a hospital emergency unit, or hospital casualty unit where treatment does not require admission to a Hospital as an inpatient.
3. In the event of the death of the Principal Insured Person and/or Spouse of the Principle Insured Person as a result of an Accident.

GENERAL EXCEPTIONS

The Company shall not be liable for hospitalisation, bodily injury, sickness or disease directly caused by, related to or in consequence of:

1. Nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
2. Investigations, treatment or surgery for obesity or its sequel or cosmetic surgery or surgery directly or indirectly caused by or related to or in consequence of cosmetic surgery other than as a result of an Insured Incident;
3. Suicide, attempted suicide or self-inflicted injuries unless such injuries are sustained in an attempt to preserve another human life;
4. Routine physical or any other procedure of a purely diagnostic nature or any other examination where there are no objective indications of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a medical condition or disability established by prior call or attendance of a Medical Practitioner;
5. All costs which are in the opinion of the Underwriting Manager's clinical review team:
 - a. Not medically necessary or clinically inappropriate or do not meet the healthcare needs of the Insured Person;
 - b. Not consistent in type, frequency and duration of treatment;
6. Procedures performed in doctors' rooms that are not listed in the list of tariff code descriptions;
7. Any accident where the initial accident event occurred prior to the Insured Person's commencement date with this policy;
8. The taking of any drug or narcotic unless prescribed by and taken in accordance with the instructions of a registered Medical Practitioner (other than the Insured Person) or any illness caused by using alcohol;
9. Any medical transportation service for non-emergency purposes;
10. Drug addiction;

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11. The supply of medication that is not listed on the Underwriting Manager's formulary list;
12. An event directly attributable to the Insured Person having an alcohol content exceeding zero point zero five (0.05) grams per one hundred (100) millilitres of blood or the Insured Person suffering from alcoholism;
13. Artificial insemination, infertility treatment or contraceptive;
14. Robotic surgery, specialised mechanical or computerised appliances equipment or all related Service Providers;
15. Contact lenses;
16. Participation in:
 - a. Active military duty, police duty or police reservist duty;
 - b. Aviation other than as a passenger;
 - c. Any Competitive or Professional Sport or Activity;
 - d. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel, craft or aircraft);
17. External prosthesis or appliances such as artificial limbs;
18. Any activity prohibited by law;
19. Any benefit requiring pre-authorisation where no authorisation was requested or approved.

GENERAL CONDITIONS

1. Waiting Periods

- a. For Adult and Eligible Child dependants commencing after the Window Period the following Waiting Periods apply:
 - i. One (1) month waiting period on all benefits, except emergency transportation and inpatient or outpatient hospital treatment due to an Accident or Emergency;
 - ii. Twelve (12) month waiting period to chronic medication and optometry benefits;
 - iii. Nine (9) month waiting period to pre-birth maternity benefits;
 - iv. The Company reserves the right to waive waiting periods, fully or partially, at its sole discretion.

2. Claims

- a. Following an Insured Incident, the Insured Person shall:
 - i. Ensure that treatment for an Insured Incident is provided by a Service Provider. The Insured Person should contact the Underwriting Manager where there is uncertainty if a Service Provider is an appointed Service Provider. The Underwriting Manager will provide a list of appointed Service Providers;
 - ii. Notify the Underwriting Manager no later than one-hundred-and-twenty (120) days from treatment for such incident.
 - iii. Supply, in writing, any proof or other information as the Underwriting Manager may reasonably request
 - iv. As often as required, provide authority for the Underwriting Manager to inspect all current and/or past medical or other information including the results of any blood tests and submit himself to a medical examination at the expense of the Underwriting Manager;
 - v. Where the Insured Person is not a Principal Insured Person, the Principal Insured Person or legal guardian shall provide or obtain the necessary permission or consent to comply with paragraph a.iv failing which all benefits in respect of any claims subject to this condition shall be void.
- b. Where a claim is paid for an Insured Incident where such an incident is a motor vehicle accident, the Insured Person or their legal guardian shall authorise the Underwriting Manager to obtain all required documentation and information and to make and recover any such claims from the Road Accident Fund. The Insured Person or their legal guardian shall provide the Underwriting Manager with all required documentation and data to make such claims and recoveries, otherwise the claim is not valid under this policy.
- c. Any claim, other than treatment for an Emergency for which treatment or advice was provided by a Non-Network Service Provider, shall not be payable as a valid claim under this policy.
- d. Any claim in terms of this policy will prescribe after twelve (12) calendar months from the date of occurrence of the Insured Incident.
- e. Where the Underwriting Manager rejects or disputes a claim or the quantum of a claim, or voids the policy, the Principal Insured has ninety (90) days (the representation period) from receipt of the Underwriting Manager's written notification to dispute the decision of the Underwriting Manager. Notification of the dispute must be in writing and addressed to:

The Complaints Officer
Bryte Insurance Company Limited
PO Box 61489, Marshalltown, 2107

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Claims Tel: 0800 12 11 70
Email : nonclaimscomplaints@brytesa.com
Email: claims.complaints@brytesa.com

Alternatively, the Principal Insured person may contact:
The Ombudsman for Short Term Insurance
PO Box 32334, Braamfontein, 2017
Tel: +2711 726 8900
Fax: +2711 726 5501
Email: info@osti.co.za

Should the dispute not be resolved to the satisfaction of the Insured Person after one or both of the above measures have been exhausted, the Company and the Insured Person agree that the Insured Person may commence legal process against the Company within a period of one-hundred-and-eighty (180) days from the date of notification of the outcome of the relevant measure to the Insured Person.

3. Premiums

- a. The Participating Group shall bear the cost of the premiums required to provide the benefits under the policy and shall pay the premiums and any charges due to the Company. The amount of premium payable to secure the benefits for the Participating Group shall be calculated by the Company in accordance with the scale of premium rates in force at the date of calculation and will be based on the information given to the Company by the Participating Group.
- b. The premiums required to secure an Insured Person's benefits shall be payable throughout their membership of the Participating Group.
- c. All premiums and benefits due to or payable by the Company shall be paid in the lawful currency of the Republic of South Africa (ZAR).
- d. No latitude, extension of time or other indulgence which may be given or allowed, whether by agreement or inadvertently by the Company to the Participating Group in respect of the performance of any obligation in terms of this contract, shall under any circumstances be construed to be implied consent or operate as a waiver or a novation of, or otherwise affect any of the rights of the Company or stop the Company from enforcing, at any time and without notice, strict and punctual compliance with each and every obligation of the Participating Group under this policy.
- e. All premiums are payable monthly in advance.
- f. If premiums, in whole or in part, are in arrears, then no claim shall be payable until all the arrears have been settled in full.
- g. Additional premiums are payable for each insured person aged fifty-six (56) or older at the commencement date of their policy with the company. If the Insured Person has had medical scheme or primary healthcare insurance coverage for fifteen (15) or more consecutive years since the age of thirty-five (35), the additional premiums may be waived if the applicant can demonstrate previous coverage in writing.

4. Termination of Cover

- a. Either party may cancel this policy by giving the other party thirty-one (31) days' notice in writing.
- b. Upon cancellation of the policy by either party, treatment for an insured incident will qualify if the treatment caused by such incident commences before the date of cancellation in which case all outstanding claims must be submitted to the Company within three (3) months after the date of cancellation.
- c. In the case of non-payment of premiums, the Company reserves the right to suspend benefits with immediate effect and terminate the policy should premiums not be paid for two calendar months.

5. Territorial Limits and Jurisdiction

- a. Benefits shall only be payable for Insured Incidents that occur within the borders of the Republic of South Africa.
- b. The policy shall be subject to the laws of the Republic of South Africa and only South African courts shall have jurisdiction in any matter arising out of this policy.
- c. Where payment is to be made to or by the Company, it shall be made in the lawful currency of the Republic of South Africa (ZAR) at the Company's head office, unless the Company allows otherwise.

6. Commencement of Cover

Cover in terms of this policy commences on the first (1st) day of the calendar month, after the first premium has been collected by the Company for the Insured Person(s).

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7. Amendments

The Company reserves the right to adjust the premiums by thirty-one (31) days' written notice to the Participating Group.

8. Open enrolment, community rating and cross-subsidisation

This policy is subject to open enrolment, community rating and cross-subsidisation. This means that for a participating group anyone may join and premium rates are only differentiated by principal member, adult and child dependants.

9. Protection of Personal Information Act, 2013 (POPIA)

The Company or its authorised representatives shall process, disclose or transfer personal information only for the intended purpose of administering this contract or statutory purposes.

An Insured Person has the right to:

- a. Object to the processing of their personal information on reasonable grounds unless legislation allows for such processing in the manner prescribed by POPIA;
- b. Request from the Company details of personal information the Company or its authorised representatives holds and details of how personal information is processed. Requests should be addressed to –
The Information Officer
Ambledown Financial Services
PO Box 1862, Cramerview, 2060
Tel: 0861 262 533
Email: compliance@ambledown.co.za
- c. Lodge a complaint with the Information Regulator, as per the contact details provided below:
Chief Executive Officer
Mr Marks Thibela
PO Box 31533, Braamfontein, 2017
Tel: +2710 023 5200
Email: complaints.IR@justice.gov.za

If the Insured Person denies the Company or its authorised representative's access to personal information that is required to administer and pay claims under this policy, then no claim payments shall be payable.

The Company shall endeavour to ensure personal information is reliable. The Principle Insured Person shall be responsible for advising the Company of any changes to the personal information of an Insured Person in a timely manner and such information is complete, correct and up to date.

TABLE OF BENEFITS

1. PRIMARY HEALTHCARE BENEFITS

a. Access to Network General Practitioners:

Access to Network general practitioners, at the consulting rooms of the general practitioner (including specified procedures which can be performed in the consulting rooms) during the normal consulting hours of Network general practitioners. The number consultations per Insured Person per Policy Year is not limited. Pre-authorisation is required for ten (10) or more general practitioner, nurse and telemedicine consultations per Insured Person per Policy Year.

Procedures performed in doctor's rooms:
Tariff Code Description

0206	Intravenous treatment/infusion: chargeable once per 24 hours
0244	Repair of nail bed
0255	Drainage of subcutaneous abscess onychia paronychia pulp space or avulsion of nail
0259	Removal of foreign body superficial to the deep fascia (except hands)
0300	Stitching of soft-tissue injuries: Stitching of wound, including normal aftercare
0301	Stitching of soft-tissue injuries: Additional wounds stitched at the same session
0307	Excision and repair by direct suture; excision nail fold or other minor procedures
0308	Each additional small procedure done at the same time
0316	Fine needle aspiration for soft tissue (all areas)
0317	Aspiration of cyst or tumour
0887	Limb cast (excluding after-care)(modifier 0005 not applicable)
1136	Nebulization (in rooms)
1192	Peak expiratory flow only
4188	Urine dipstick, per stick (irrespective of the number of tests on stick)
2133	Circumcision: Clamp procedure
2139	Circumcision: Dorsal slit of the prepuce (independent procedure)

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2137 Circumcision: Surgical excision other than by clamp or dorsal slit, any age

b. Nurse Consultations

Access to a network of Nurse practitioners, during the normal consulting hours at approved pharmacy clinics for minor ailments. The number of consultations per Insured Person per Policy Year is not limited, but Pre-Authorisation is required for ten (10) or more general practitioner or nurse consultations per Insured Person per Policy Year. In many practices, nurses can provide scripts for minor ailments for up to schedule two (2) medications.

c. Specialist Consultations

Access to a specialist medical practitioner is limited to one-thousand-three-hundred-and-fifty rand (R1 350) per visit, with an overall annual limit of two-thousand-eight-hundred-rand (R2 800) per family per Policy Year. Referral by a Unity Health Network general practitioner and pre-authorisation is required.

d. Access to Acute Medication

- i. Medicines dispensed or prescribed by a Network general practitioner for acute illnesses at one or more of the consultations referred to above, if required and subject to the medicine formulary approved by the Underwriting Manager for acute illnesses and formulary reference pricing (FRP), as amended from time to time and available through approved pharmacies or dispensing Network general practitioners.
- ii. The benefit for prescribed acute medication is not limited.

e. Access to Chronic Medication

Medicines for the following specified chronic conditions:

Addison's Disease	Chronic Obstructive Pulmonary Disorder	Hypertension
Asthma	Diabetes Insipidus	Hypothyroidism
Bi-polar Mood Disorder	Diabetes Mellitus Type 1 & 2	Multiple Sclerosis
Bronchiectasis	Dysrhythmias	Parkinson's Disease
Cardiac Failure	Epilepsy	Rheumatoid Arthritis
Cardiomyopathy Disease	Glaucoma	Schizophrenia
Chronic Renal Disease	Haemophilia	Systemic Lupus Erythematosus
Coronary Artery Disease	HIV/AIDS	Tuberculosis
Crohn's Disease	Hyperlipidaemia	Ulcerative Colitis

Subject to the medicine formulary approved by the Underwriting Manager for chronic illnesses and formulary reference pricing (FRP), as amended from time to time and available through approved pharmacies and subject to registration of the specified chronic condition through the Underwriting Manager.

f. Access to Basic and Emergency Dentistry

Access is limited to a Network dental practitioner or Network dental therapist appointed by the Underwriting Manager for basic and emergency dental treatment for pain and sepsis, including extractions, up to one-thousand-three-hundred-and-fifty rand (R1350) per person per incident.

Access is further subject to a list of dental procedures approved by the Underwriting Manager. The list of dental procedures approved by the Underwriting Manager includes:

Tariff Code:

Emergency Dentistry – List of dental procedures

8104	Specific consultation	(Maximum one per visit)
8107	X-rays	(Maximum of two per visit)
8112	X-rays	(Maximum of two per visit)
8145	Local anaesthetic	(Maximum one per visit)
8110	Sterile tray	(Maximum one per visit)
8109	Gloves and masks	(Maximum two per visit)
8132	Emergency root canal	(Maximum two per visit)
8201	Extraction	(Max 1 per quadrant, the second and additional extractions must be claimed under code 8202)
8202	Extraction	(Max 1 per quadrant, the second and additional extractions must be claimed

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		under code 8202)
8131	Non-specified emergency treatment	(Maximum one per visit)
8731	Incision and drainage of abscess – intraoral	(Maximum one per visit)
9011	Incision and drainage of abscess – intraoral -pyogenic	(Maximum one per visit)
9013	Incision and drainage of abscess – intraoral -pyogenic	(Maximum one per visit)

Basic Dentistry – List of dental procedures

8101	Full mouth examination, charting and treatment planning	(Maximum two per Annum)
8104	Examination or specific consultation not requiring charting and treatment planning	(Maximum one per visit)
8107	Intraoral radiographs, per film	(Maximum two per visit)
8112	Intraoral radiographs, per film	(Maximum two per visit)
8109	Infection control	(Maximum two per visit)
8110	Provision of heat or vapour sterilized and wrapped Instrumentation	(Maximum one per visit)
8145	Local anaesthetic per visit	(Maximum one per visit)
8159	Scaling and polishing	(Once per annum)
8162	Fluoride treatment, adults only	(Once per annum)
8201	Extraction single tooth	
8202	Extraction each additional tooth in the same quadrant	
8132	Emergency root canal treatment, adults only	(Maximum two per visit)

Restoration – List of dental procedures

8341	Amalgam	One surface
8342	Amalgam	Two surfaces
8343	Amalgam	Three surfaces
8344	Amalgam	Four or more surfaces
8351	Resin	One surface
8352	Resin	Two surfaces
8353	Resin	Three surfaces
8354	Resin	Four surfaces

Pre-authorization is required for all dental fillings.

g. Access to Basic Optometry

Access to an optometrist approved by the Underwriting Manager for an optometric wellness examination and when required, a basic pair of frames and clear plastic single vision or bifocal lenses approved by the Underwriting Manager, every twenty-four (24) months per Insured Person subject to qualifying norms (including an unaided visual acuity of worse than 6/9 on the Snellen Scale for distance vision and near vision; a refraction requirement exceeding zero point five (0.5) dioptre sphere and/or zero point five (0.5) dioptre cylinder on distance vision and one point two five (1.25) dioptre sphere on near vision; and for the granting of bifocals, compliance with both the distance vision and near vision qualifying norms and age more than forty (40) years) subject to terms and conditions agreed to by the Underwriting Manager with the approved optometrist Service Provider.

h. Access to Basic Radiology

Access to black and white diagnostic X-rays on referral by a Network general practitioner at one or more of the consultations referred to above, if required and subject to a list of X-ray procedures approved by the Underwriting Manager, available through a radiologist approved by the Underwriting Manager.

The list of X-rays approved by the Underwriting Manager includes:

Tariff Code:

3110	Chest, two views, anteroposterior (AP) and lateral
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64100	Left forearm
64105	Right forearm
65130	Left wrist
65135	Right wrist
65100	Left hand
65105	Right hand
65120	Finger
65140	Left scaphoid
65145	Right scaphoid
62100	Left humerus
62105	Right humerus
63100	Left elbow
63105	Right elbow
72100	Left knee, one or two views
72105	Right knee, one or two views
72120	Left knee including patella
72125	Right knee including patella
72140	Left patella
72145	Right patella
71100	Left femur
71105	Right femur
73100	Left lower leg
73105	Right lower leg
74100	Left ankle
74105	Right ankle
74120	Left foot
74125	Right foot
74130	Left calcaneus
74135	Right calcaneus
74145	Toe

i. Access to Basic Pathology

Access is limited to diagnostic pathology tests on referral by a Network general practitioner at one or more of the consultations referred to above, if required and subject to a list of basic pathology test approved by the Underwriting Manager, available through a pathologist identified by the Underwriting Manager.

The list of pathology tests approved by the Underwriting Manager includes:

Tariff Code:

3743	Erythrocyte sedimentation rate
3755	Full blood count (including Items 3739, 3762, 3783, 3785, 3791)
3762	Haemoglobin estimation
3762	Leucocyte: total count
3797	Platelet count
3816	T and B-cells EAC markers (Limited to one marker only for CD4/8 counts)
3883	Concentration techniques for parasites
3885	Direct prep. AFB (TB micro)
3916	Mycobacterial culture
3947	C-Reactive protein
3948	IgG: specific antibody titre: ELISA/EMT: per Ag
4001	Alkaline phosphate
4009	Bilirubin total
4025	Cholesterol, HDL/LDL, triglycerides
4026	LDL cholesterol (chemical determination)

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4027	Cholesterol total
4028	Lipogram – HDL cholesterol
4032	Creatinine
4049	Glucose tolerance STD 2hrs 75
4052	Glucose tolerance test (3 specimens)
4053	Oral glucose tolerance test (OGTT)
4057	Glucose quantitative (blood)
4064	Glycated haemoglobin: chromatography / HBA1C4113: Potassium
4114	Sodium
4130	Aspartate aminotransferase (AST)
4131	Alanine aminotransferase (ALT)
4139	Adenosine deaminase, (ADA) CSF / fluid / serum
4147	Triglyceride
4151	Urea
4171	Urea and Electrolytes
4182	Rheumatoid factor
4188	Urine Dipstick, per stick (irrespective of number of tests on stick)
4352	Occult blood: monoclonal antibodies
4484	Thyrotropin (TSH) + free thyroxine (FT4)
4482	Free thyroxine (FT4)
4507	Thyrotropin (TSH)
4559	Liquid based cytology
4566	Vaginal or cervical smears
4600	Anti-citrullinated protein (Anti-CCP) antibodies

Covid-19 Screening

The benefit is payable if you test positive for COVID-19. Pre-authorisation and referral by a network GP is required.

3974	Polymerase chain reaction (PCR)
Co19	PCR SARS-COV-2
3979	SARS-COV-20PCR
4434	Bacteriological DNA identification (PCR)

j. Pre-Birth Maternity Benefits

Access to a gynaecologist is limited to two (2) visits and two (2) ultrasound scans per Policy Year, subject to a maximum benefit of three-thousand-four-hundred-and-twenty five rand (R3 425) per family per Policy Year. This benefit is only payable if Pre-authorization is requested and approved.

k. Telemedicine Consultation

Unlimited virtual GP consultations are available through approved pharmacies that has a nurse clinic (Alpha Pharm, Dischem and Medicare). If the nurse believes a virtual GP consultation is necessary, the nurse will facilitate the GP consultation through a Video conference link. Pre-authorisation required for 10 or more visits to a GP, Nurse or Telemedicine consultations.

2. MEDICAL EMERGENCY BENEFITS

Specific Memorandum

The Medical Emergency Benefit shall be delivered by the Service Provider as appointed by the Underwriting Manager.

The Medical Emergency Benefits consists of the following:

- a. A twenty-four-hour (24-hour) medical information hotline, which shall include the necessary medical personnel, including paramedics, nurses and doctors to provide the following:
 - i. General medical information and advice
 - ii. Guide the Insured Person through a medical crisis
 - iii. Provide emergency advice
 - iv. Enable the Insured Person to receive the required support;

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- b. A twenty-four-hour (24-hour) emergency medical response to the scene of an Emergency shall be available. Emergency medical response shall include appropriate road and/or air response, utilising an ambulance and/or rapid response vehicle and/or helicopter and/or a fixed wing aircraft (all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or medical doctors), dispatched to the site of the Emergency. Where appropriate, lifesaving support will be provided to the Insured Person and where relevant, the Insured Person will be stabilised before transfer is provided to the closest appropriate medical facility;
 - c. Twenty-four-hour (24-hour) medical transportation in the event of an Insured Person's involvement in an Emergency. The Service Provider will provide emergency medical transportation by road and/or by air ambulance, under appropriate medical supervision, if necessary, to the nearest medical facility capable of providing adequate care. Medical considerations, the degree of urgency, the Insured Person's state and fitness to travel and other considerations, including, but not limited to, airport availability, weather conditions and distance to be covered as assessed by the contact centre doctor and support staff will determine whether transport will be provided by medically equipped aircraft, helicopter, regular scheduled flight, rail or road, The Company will cover all the costs of the medical transfer;
 - d. Repatriation of mortal remains within the Republic of South Africa shall be limited to seven-thousand-five-hundred rand (R7500) per Insured Person.
3. **CASUALTY BENEFIT**
A benefit equal to the cost of outpatient hospital treatment in a casualty ward or hospital emergency unit will be available, provided that such treatment is in the event of an Accident. The benefit shall be limited to six-thousand-eight-hundred-and-fifty rand (R6850) per Insured Person per Insured Incident. This benefit is only payable if Pre-authorisation is requested and approved.
4. **EMERGENCY STABILISATION BENEFIT**
A benefit equals to the cost of treatment in a hospital emergency unit, provided that such treatment is in the event of an Emergency. The benefit shall be limited to twenty-six-thousand-five-hundred Rand (R26,500) per Insured Person per Insured Incident. Inter-hospital transfer in an appropriate road and/or air response will be undertaken, utilising an ambulance, and/or rapid response vehicle, and/or helicopter and/or a fixed wing aircraft (all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or medical doctors). No limitation applies to inter-hospital transfers. This benefit is only payable if Pre-authorisation is requested and approved.
5. **MRI AND CT SCAN BENEFIT**
When an Insured Person has been admitted as an inpatient as a result of an injury sustained due to an accident, the actual cost of an MRI or CT scan that is necessitated, due to the injuries sustained. This benefit is limited to eighteen-thousand-rand (R18,000) per Insured Person per Policy Year. The benefit is only payable if Pre-authorisation is requested and approved.
6. **PHYSIOTHERAPY AND OCCUPATIONAL THERAPY BENEFIT**
Physiotherapy and Occupational therapy following an inpatient hospitalisation due to an accident. The benefit will only be payable during the three (3) month period following the discharge from an inpatient hospitalisation due to an accident and will be limited to three-thousand-four-hundred-twenty-five rand (R3,425) per Insured Person per Policy Year. This benefit is only payable if Pre-authorisation is requested and approved.
7. **PERSONAL ACCIDENT BENEFIT**
A benefit equals to the cost of inpatient hospital treatment, provided that such treatment is in the event of an Accident. The benefit will be payable for the initial inpatient hospital admission and for further inpatient hospital admissions that might arise during the three (3) month period following the discharge from the initial inpatient admission. The benefit will be limited to one-million-two-hundred-and-fifty-thousand rand (R1,250,000) per Insured Person per Insured Incident. Inter-hospital transfer in an appropriate road and/or air response vehicle will be undertaken utilising an ambulance, and/or rapid response vehicle, and/or a fixed wing aircraft (all of which are manned by appropriately qualified and experienced emergency care practitioners, paramedics or medical doctors.) No limitation applies to inter-hospital transfers. This benefit is only payable if Pre-authorisations is requested and approved.
8. **ACCIDENTAL DEATH BENEFIT**
A benefit equal to twenty-five-thousand rand (R25,000) is payable in the event of the death of the Principle Insured Person and/or the spouse of the Principal Insured Person due to an Accident. The benefit is limited to one spouse only. The Principal Insured and/or spouse needs to nominate a beneficiary to whom the benefit amount will be paid to in the event of accidental death. If a beneficiary is not nominated, the benefit amount will be paid to the estate of the deceased.

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9. OVERALL ANNUAL LIMIT

The overall annual limit for all hospitalisation benefits: The Casualty Benefit, Emergency Stabilisation Benefit, Physiotherapy and Occupational Therapy Benefit, MRI and CT scan Benefit, Personal Accident Benefit and Accidental Death Benefit is not limited per Family per Policy year.

10. WELLNESS PROGRAMME HEALTH SCREENINGS

Access to onsite wellness screenings is limited to once per employee of the Participating Group per Policy Year. Onsite wellness days were limited to a minimum participation of at least fifteen (15) or more employees at a single site. Wellness screenings are limited to blood pressure, cholesterol, glucose levels, body mass index (BMI), waist circumference, HIV and pre-and post-test counselling.

11. PAP SMEARS

This benefit is only available from approved pharmacies and Network general practitioners and will be limited to one Pap Smear every three (3) years after the age of twenty-one (21).

12. PROSTATE-SPECIFIC ANTIGEN (PSA) SCREENING

Available at approved pharmacies once every two (2) years after the age of fifty (50).

13. VACCINATION PROGRAMME

The following vaccinations are available from approved pharmacies:

Influenza:	This benefit is available annually and only payable if administered by 31 May in each Policy year.
Tetanus:	This benefit is available once every ten (10) years.
Hepatitis A & B	This benefit is available once per Insured Person during their lifetime.
Pneumococcal:	This benefit is available once every five (5) years for Insured Persons aged sixty (60) or older as well as for Insured Persons with severely compromised immune systems.

14. HEALTH SCREENINGS AT APPROVED PHARMACIES

Limited to one (1) per Insured Person per Policy Year. This benefit is excluded for employees of a Participating Group who attended an onsite wellness day, unless they were unable to attend said onsite wellness day. Employees of a Participating Group do not have access to this benefit before the onsite wellness day has taken place. Health screenings are limited to: blood pressure, cholesterol, glucose levels, body mass index (BMI), waist circumference, HIV and pre- and post-test counselling.

15. EMPLOYEE ASSISTANCE PROGRAMME

Unlimited telephonic and Skype counselling services are provided by registered counsellors who follow specific procedures and clinical protocols. The service is available 24/7 and includes counselling for: critical incidence/trauma counselling, HIV counselling, legal advice and financial advice. Face-to-face counselling can be arranged for the member's own account.

16. PRORATION OF BENEFITS

The Company reserves the right to pro-rate benefits in a manner determined by the Company for Insured Persons joining the Participating Group during the Policy Year.

17. PRE-AUTHORISATION AND PATIENT MANAGEMENT

The Underwriting Manager may require another opinion in respect of proposed treatment or medicine which may result in a claim for benefits. The relevant Insured Person will consult a provider nominated by the Underwriting Manager at a cost to the Company. If another opinion proposes a different treatment or medicine, the Underwriting Manager may in its discretion require that the alternative treatment plan or medicine be followed for claims to be payable.

To ensure optimal patient management and care, the Underwriting Manager may require Pre-authorisation to access benefits in respect of any Service Providers at any time for a particular Insured Person.

Unity Health DISCLOSURE NOTICE TO SHORT TERM INSURANCE POLICYHOLDERS
IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT, No. 37 OF 2002
IMPORTANT – PLEASE READ CAREFULLY – DISCLOSURE AND OTHER LEGAL REQUIREMENTS
(This notice does not form part of the Insurance Policy or any other document)

1. Insurer Details

Name:	Bryte Insurance Company Limited
Registration No:	1965/006764/06
FSP No:	17703

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Physical Address:	15 Marshall Street, Ferreirasdorp, Johannesburg, 2001 South Africa
Postal Address:	PO Box 61489, Marshalltown, 2107
Email Address:	corporate.communications@brytesa.com
Tel No:	0860 001 121 / +2711 370 9111
Website:	www.brytesa.com

Should the Member not be satisfied with the product purchased, the Member may lodge a written complaint with Bryte Insurance Company Limited using any of the above addresses. The Member is entitled to a full copy of the policy when requested. The Member is entitled to a summary of the policy. If the Member do not receive a summary or a full copy of the wording within sixty (60) days, or the Member feel that this policy does not meet legal requirements, please write to:

Compliance Officer: The Compliance Officer
 Telephone Number: +2711 370 9111
 Email: fais@brytesa.com
 Compliance Officer: The Compliance Officer

2. Underwriting Manager Details

Underwriting Manager Details	
Name:	Ambledown Financial Services (PTY) Ltd
Registration No:	2004/006271/07
FSP No:	10287
Physical Address:	First Floor Right Wing, Ambledown House, Eton Office Park, c/o Sloane and Harrison Streets, Bryanston, 2191
Postal Address:	PO Box 1862, Cramerview, 2060
Email Address:	info@unityhealth.co.za
Tel No:	0861 366 006
Fax No:	+2711 706 5568
Website:	www.unityhealth.co.za

Should the Member be dissatisfied with any aspect of the Insurance Contract, service received as part of a general disclosure, lodge a complaint with Unity Health's compliance office.

Compliance Officer: Moonstone Compliance, Telephone Number: +2721 883 8000.

- a. Ambledown Financial Services has an agreement with Bryte Insurance Company Limited, authorising Ambledown Financial Services to act as the Underwriting Manager, whereby marketing, underwriting, policy, documentation administration and claims handling is administered for Health & Accident insurance business.
- b. Ambledown Financial Services has in the last twelve (12) months, earned more than 30% of its remuneration from Bryte Insurance Company Limited.
- c. Ambledown Financial Services has both Professional Indemnity and Fidelity Guarantee Cover.

2. The Broker

The Member has the right to the following information regarding the Broker, who must hold a valid license to operate under specific categories of business:

- p. Name, address and contact details.
- q. Financial Services Provider License number.
- r. Legal status.
- s. Whether the services rendered are under supervision.
- t. Whether the Broker holds more than 10% of the Insurer's shares.
- u. Whether the Broker received more than 30% of the total remuneration from the Insurer in the past year.
- v. Whether the Broker holds any form of professional indemnity insurance.
- w. Details of complaints policy and procedures.
- x. Details of compliance arrangements.
- y. The Rand amount of fees, commissions or any valuable consideration payable.
- z. Contractual arrangements with the Insurer including any restrictions or conditions.

2. Premium Payment

Details of the Member's Premium obligations are contained in the policy's schedule of insurance and include administration fees, commissions and total amount due, payment dates and payment conditions.

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3. Claim Notification Procedures

- a. Please note that for potential claims under the policy, Insured Persons are required to contact the Underwriting Manager to establish the appointed service provider. If the Member fails to pre-authorise the claim, it may be repudiated due to the absence of the notification.
- b. Any claim that does not require pre-authorisation must be submitted to the underwriting manager or intermediary within one-hundred-and-twenty (120) days from the date of happening of the event giving rise to the claim. If the Member fails to notify the claim timeously, it may be repudiated due to late notification. Furthermore, the Member may be required to complete a claim form and may also be required to produce documentary proof substantiating the claim.

4. Ombudsman Details

Short Term Insurance Ombudsman:
Address: PO Box 32334,
Braamfontein, 2017
Telephone No: +2711 726 8900
Fax No: +2711 726 5501
Email Address: info@osti.co.za

FAIS Ombudsman:
Address: PO Box 74571,
Lynnwood Ridge, 0040
Telephone No: +2712 470 9080
+2712 762 5000
Fax No: +2712 348 3447
+2786 764 1422
Email Address: info@faisombud.co.za

5. Your Broker

- a. Your Broker House, contact: Deon Zeelie, Tel: +2712 807 1826, 63 Rubida Avenue, Die Wilgers, Pretoria, 0187.
- b. Financial Services Provider License Number: FSP No 46444.
- c. Registered company under South African Laws.
- d. The FSP owns no shares in the Insurer.
- e. The FSP earns less than 30% income from the Insurer.
- f. Your Broker Household Personal has Indemnity cover of one-million (R1,000,000) rand with AIG South Africa.
- g. Complaints procedure is explained in detail in the terms and conditions.
- h. Askari Compliance Solutions, Warren Neale warren@askaricompliance.co.za serves as the external compliance officer for Your Broker House.
- i. Your Broker House receives 10% commission on the risk underwriting premiums.
- j. Your Broker House is the registered Broker for the Herminix Health4All Primary and Hospital Care Group Scheme.

Unity Health Frequently Asked Questions

1. How does a member access a primary care provider?

Contact the Unity Health call centre on 0861 366 006 for a list of providers close to where the Member lives or works. Make an appointment with the provider and ensure the Member presents their Unity Health membership card and ID when they arrive for the consultation. The Member may also search for a provider using the Unity Health app or he/she can log into their member portal and search for a provider online.

The Unity Health call centre is open during the following hours:

- Monday to Friday: 08:00 to 17:00
- Saturdays: 08:00 to 13:00
- In the case of emergencies after hours, call ER24 on +2787 135 1248

2. What if the Member's existing GP is not a network provider?

Call the Unity Health call centre on 0861 366 006 and ask for a provider request form. Fill out the form with the Member's GP details and email to Unity Health at networks@unityhealth.co.za. Unity Health will contact the Member's GP and advise the Member whether the GP decided to join or not.

If there is no network provider close to where the Member lives? The Member has access to the Unity Health website portal. The Member has to go onto www.unityhealth.co.za and register to gain access to search for a provider close to them via the Unity Health unique GEO mapping tool. The Member can also contact Unity Health on 0861 366 006 or email at networks@unityhealth.co.za. Unity Health will forward a list of providers closest to the Member.

3. How does a Member access their Unity Health app?

Unity Health provides their members with the options to download a mobile app. ONLY DOWNLOAD THE APP WHEN A CONFIRMATION EMAIL IS RECEIVED FROM UNITY HEALTH CONTAINING THE UNITY HEALTH MEMBERSHIP NUMBER. The Unity Health app offers useful features such as:

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- ii. An emergency button for easy emergency assist;
 - iii. Track the Member's GP visits, medication and other claims;
 - iv. Find the closest GP, dentist or optometrist;
 - v. The Member's digital membership card with membership details;
 - vi. A useful summary of the Member's plan details, benefits and limits;
 - vii. The Member's personal details;
 - viii. Contact details for any enquiries;
4. **What is the difference between a dispensing and a non-dispensing provider?**
A dispensing provider will provide the Member's medication during a consultation. A script and visit to the pharmacy will be unnecessary.
A non-dispensing provider will provide the Member with a script for medication during the consultation, that needs to be collected from a Mediscor pharmacy.
5. **What does a member do if a benefit requires pre-authorisation?**
The Member should contact the Unity Health call centre on 0861 366 006 and select the option for pre-authorisations. The benefit needs to be pre-authorised by Unity Health before the Member can address the benefit.
6. **How are claims settled?**
In most cases the Member simply presents their Unity Health membership card and ID to the provider and the provider will submit the claim directly to Unity Health for processing and payment. In isolated cases, if the Member paid the provider directly, they may fill out a reimbursement form and email Unity Health at claims@unityhealth.co.za with all supporting documentation within six (6) months from the date of treatment. Unity Health will assess and reimburse the Member in respect of all valid claims.
7. **What is an emergency?**
An "emergency" is an event of a sudden, and at the time, unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment, would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or would place the person's life in jeopardy. Examples include heart attacks, strokes, etc.
8. **What does the Member do in the event of a medical emergency or serious accident?**
 - a. Call Unity Health call centre on 0861 366 006 or ER24 on +2787 135 1248.
 - b. ER24 will verify the membership of the person in need of help, whether it be the Main Member or a dependant.

For any assistance or advice on the Unity Health benefits, contact Deon Zeelie from Your Broker House (Pty) Ltd, FSP 4644 directly on +2712 807 1826 / +2712 111 0274 or email: deon@ybhinsure.co.za, the Financial Services Provider.

F. Netfluid

SECTION A: TERMS OF SERVICE – Basic Benefit

Thank you for using Netfluid Mobile!

These terms of service (the "Terms") govern your access to and use of Netfluid Mobile ("we" or "our") websites, software and services (the "Services"), so please read them through carefully before using the Services.

By using the Services, you agree to be bound by these Terms. If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promise that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to enter into a contract with Nedfluid Mobile and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

Your Stuff and Your Privacy

By using our Services, you provide us with information such as your name, contact number, email address and partial credit card information (together, "your stuff"). You retain full ownership to your stuff. We don't claim any ownership to any of it. These Terms do not grant us any rights to your stuff or intellectual property except for the limited rights that are needed to run the Services, as explained below.

For accounting purposes, we are obliged by law, to keep track of who called you and who you called, so called "customer detail records" ("CDR"), but not the contents of the conversation, see our Privacy Policy. By using our Service, you agree that the CDR(s) is your shared stuff with the understanding that we will not intentionally share CDR(s) information with anyone unless we're directed by you or by a court order to do so.

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By using our Service, you give us your permission to do things with your stuff, for example, send you product updates, system notifications and nag you to subscribe. This includes product features visible to you, for example: text messages. It also includes design choices we make to technically administer our Services, for example, how we are redundantly backing up data to keep it safe. You give us the permission we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services, for example: our internet service provider (again, only to provide the Services).

You by default grant us permission to present the calling line identity (CLI) of your choice, based on the assurance and verification of your assignment of the number presented, by the relevant operator. You may revoke this permission at any time.

To be clear, aside from the rare exceptions as published in our Privacy Policy, no matter how the Services change, we won't intentionally share your information with other, for any purpose unless you direct us to.

You are solely responsible for your conduct and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

You acknowledge that Greydot Mobile has no obligation to monitor any information on the Services. We are not responsible for the accuracy, completeness, appropriateness or legality of any other information you may be able to assess using the Services.

Your Responsibilities

We plead with you to use our Service in a responsible manner and according with Acceptable Use Policy: You will not and will not attempt to, misuse the Services and will use the Services only in a manner consistent with the Acceptable Use Policy.

You and not Greydot Mobile, is responsible to maintain and protect all your stuff. Greydot Mobile will not be liable for any loss or theft of your stuff or for any costs or expenses associated with the use of your stuff.

If your contact information or other information related to your account, changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are under eighteen (18) years of age. By agreeing to these Terms, you are representing to us, that you are over 18.

Account Security

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether you authorized that activity or not. You should immediately notify Greydot Mobile or any unauthorized use of your account.

Software and Updates

Our Service requires you to download a software application freely distributed under the GNU General Public License, to your mobile device such as tablet or telephone ("Software"). We hereby reserve all rights not expressly granted under the provisions of the GNU General Public License, in these Terms. Our Services may update the Software on your device automatically when a new version is available.

Netfluid Greydot Mobile Property and Feedback

These terms do not grant you any right, title, interest in the Services or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments or suggestions you send us or post in our forums, without any obligation to you. Some of the technologies we use to provide the Services, are protected by trademark and other laws of both South Africa and foreign countries. These Terms do not grant you any rights to use the Greydot Mobile trademarks, logos, domain names or other brand features.

Copyright, Patents & Trademarks

We will respond to notices of alleged copyright, patent or trademark infringement, if they comply with South African law and are properly provided to us.

Our designated agent for notice of alleged infringement on the Services is:
Greydot Mobile
Intellection Property Infringements
PO Box 5403, Weltevreden Park, South Africa, 1715.

Other Content

Terms and Conditions

The Services may contain links to third-party websites or resources. Greydot Mobile does not endorse and is not responsible or liable for their availability, accuracy, related content, products or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open-source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open-source provisions will apply.

Termination

Though we'd much rather you stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we suspend or terminate your use, we will try to let you know in advance, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order or danger to other users) where we may suspend immediately.

Resolving Disputes

Let's Try to Sort Things out First. We want to address your concerns without needing a formal legal case. You agree to try and resolve a dispute informally by contacting the disputes department, before filing a claim against Greydot Mobile. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within fifteen (15) days of submission, you or Greydot Mobile may bring a formal proceeding.

We Both Agree to Arbitrate. You and Greydot Mobile agree to resolve any claims relating to these Terms of Service through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by contacting us within thirty (30) days of first accepting these Terms.

Arbitration Procedures. The Association of Arbitrators (Southern Africa) will administer the arbitration. The arbitration will be held in South Africa or any other location we agree to.

Arbitration Fees and Incentives. The Association of Arbitrators' (Southern Africa) rules will govern payment of all arbitration fees. Greydot Mobile will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate. Either you or Greydot Mobile may assert claims. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, without first engaging in arbitration or the informal dispute-resolution process described above.

No Class Actions. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general action and consolidation with other arbitrations aren't allowed.

Judicial Forum for Disputes. In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Greydot Mobile agree that any judicial proceeding will be brought in the courts of the Republic of South Africa. You and Greydot Mobile consent to venue and personal jurisdiction there.

Controlling Law

These Terms will be governed by the laws of the Republic of South Africa.

Entire Agreement

These Terms constitute the entire agreement between you and Greydot Mobile with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.

Waiver, Severability & Assignment

Greydot Mobile's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms and any such attempt will be void. Greydot Mobile may assign its rights to any of its affiliates or subsidiaries or to any successor in interest of any business associated with the Services.

Modifications

Terms and Conditions

We may revise these Terms from time to time and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Greydot Mobile is Available “AS-IS”

Though we want to provide a great service, there are certain things about the service we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED “AS IS”, AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. (We are not shouting – it's just that these disclaimers are really important, so we want to highlight them). Greydot Mobile will have no responsibility for any harm to your computer or system or mobile device, loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL GREYDOT MOBILE, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT GREYDOT MOBILE HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS IN ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF TWENTY SOUTH AFRICAN RAND (R20) OR THE AMOUNTS PAID BY YOU TO GREYDOT MOBILE FOR THE PAST THREE (3) MONTHS OF THE SERVICES IN QUESTION.

Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY SOUTH AFRICAN LAW EXCEPT FOR ITS CONFLICTS OF LAW PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE REPUBLIC OF SOUTH AFRICA AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and Greydot Mobile with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. Greydot Mobile's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted, reflecting our intent as closely as possible. You may not assign any of your rights in these Terms and any such attempt is void, but Greydot Mobile may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Greydot Mobile and you are not legal partners or agents; instead, our relationship is that of independent contractors.

SECTION B: PRIVACY POLICY

This Privacy Policy provides our policies and procedures for collecting, using and disclosing your information. Users can access the Greydot Mobile service (the “Service”) through our website, applications on Devices, through APIs and through third parties. A “Device” is any computer used to access the Greydot Mobile Service, including without limitation a desktop, laptop, mobile phone, tablet or other consumer electronic device. This Privacy Policy governs your access of the Greydot Mobile Service, regardless of how you access it. By using our Services, you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All the different forms of data, content and information, described below are collectively referred to as “Information”.

Government Data Request Principles

We understand that when you entrust us with your digital life, you expect us to keep your stuff safe. Although we have the technical ability to store and therefore provide the contents of your conversations, text and other messages, we don't do so by default.

Our policy is that the less we know and by implication the less you give us of your digital life, the less there is to provide to governments. Like most online services, we receive requests from governments seeking information about our users and under applicable law we might be forced to collect, store and share this information with law enforcement, without your knowledge or consent.

These principles describe how we deal with the requests we receive.

Be Transparent. Online services should be allowed to report the exact number of government data requests received, the number of accounts affected by those requests and the laws used to justify the requests.

Fight blanket requests. Government data requests should be limited to specific people and investigations. We'll resist requests directed to large groups of people or that seek information unrelated to a specific investigation.

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Protect all Users. Laws authorising governments to request user data from online services, should not differentiate between people based on their citizenship or place of residence.

Provide Trusted Services. Governments should never install backdoors into online services or compromise infrastructure to obtain user data.

Resist. We never simply hand over your information, we ask, we verify, we resist in a court of law, if necessary and we are able to do so, more so if you paid us through subscriptions or other donations for the Service.

The Information We Collect and Store

We may collect and store the following information when running the Greydot Mobile Service:

1. **Information you provide:** When you register an account, we collect some personal information, such as your name, phone number, credit card or other billing information and email address. You may also ask us to import your contacts by giving us access to your third-party services (for example, your email account) or to use your social networking information if you give us access to your account on social network connection services. When you invite others to join Greydot Mobile by using our referral page, we send them a one-time text message for that referral. You may also provide us with your contacts' telephone numbers and email addresses when inviting them. We may also receive Personal Information (for Example, your email address or telephone number) through other users, for example if they have tried to refer Greydot Mobile to you.
2. **Log Data:** When you use the Service, we automatically record information associated with you call: who you called and who called you, but not the contents of the conversation. We further record information from your Device, its software and your activity using the Service. This may include the Device's Internet Protocol ("IP") address, browser type, locale preferences, identification numbers associated with you Devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning your calls and other interactions with the Service.

How We Use Personal Information

Personal Information: While you use the Service, we may collect personal information that may be used to contact or identify you ("Personal Information").

Personal Information is or may be used to:

- i. provide and improve our Service,
- ii. administer your use of the Service,
- iii. better understand your needs and interests,
- iv. personalize and improve your experience, and
- v. provide or offer software updates and product announcements.

If you no longer wish to receive communications from us, please follow the "unsubscribe" instructions provided in any of those communications or update your account settings information.

Geo-Location Information: Some Devices allow applications to access real-time location-based information (for example, GPS). Our mobile apps do not collect such information from your mobile device at any time while you download or use our mobile apps. Some of the information we collect from a Device, for example IP address, can sometimes be used to approximate a Device's location.

Analytics: We also collect some information (ourselves or using third party services), which can sometimes be correlated with Personal Information. We use this information for the above purposes as well as to monitor and analyse use of the Service, for the Service's technical administration, to increase our Service's functionality and user-friendliness, also to verify users have the authorization needed for the Service to process their requests.

Information Sharing and Disclosure

Your Use: We will display your Personal Information in your account page and elsewhere on the Service according to the preferences you set in your account. Any information you choose to provide, should reflect how much you want others to know about you. Please consider carefully what information you disclose in your account page and your desired level of anonymity. You can review and revise your profile information at any time. We do not sell your personal information to third parties. If you use a third-party application to access your account (see below), we may share or disclose your information with your consent. Through certain features of the Service, you may also could make some of your information public. Public information may be broadly and quickly disseminated.

Service Providers, Business Partners and Others: We may use certain trusted third-party companies and individuals to help us provide, analyse and improve the Service (included but not limited to data storage, maintenance services, database management, web analytics, payment processing and improvement of the Service's features). These third parties may have

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access to your information only for purposes of performing these tasks on our behalf and are under obligations like those in this Privacy Policy.

Third-Party Applications: We may share your information with a third-party application with your consent, for example when you choose to access our Service through such an application. We are not responsible for what those parties do with your information, so you should make sure you trust the application and that it has a Privacy Policy that is acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of Greydot Mobile's Rights: We may disclose information about you that we collect to parties outside Greydot Mobile, when we have a good faith belief that disclosure is reasonably necessary to:

- i. comply with a law, regulation or compulsory legal request;
- ii. protect the safety of any person from death or serious bodily injury;
- iii. prevent fraud or abuse of Greydot Mobile or its users; or
- iv. to protect Greydot Mobile's property rights.

If we provide your information to a law enforcement agency as set forth above.

Non-private or Non-Personal Information: We may disclose your non-private, aggregated or otherwise non-personal information, such as usage statistics or our Service.

Changing or Deleting Your Information

If you are a registered user, you may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your "account settings". If your personally identifiable information changes or if you no longer desire our service, you may update or delete it by making the change on your account settings. In some cases, we may retain copies of your information if required by law.

Data Retention

We will retain your information for as long as your account is active, as needed or as directed by law in order to provide you services. If you wish to cancel your account or request that we no longer use your information to provide you services, you may delete your account. We may retain and use your information as necessary to comply with our legal obligations, resolve disputes and enforce our agreements. Consistent with these requirements, we will try to delete your information quickly upon request. Please note, however, that there might be latency in deleting information from our servers and backed-up versions might exist after deletion. In addition, we do not delete from our server's call information that you have in common with other users.

Greydot Mobile Community

Our Service offers publicly accessible community services such as blogs, forums and wikis. You should be aware that any information you provide in these areas may be read, collected and used by others who access them. Your posts may remain even after you cancel your account.

Our Site includes links to other Web sites whose privacy practices may differ from those of Greydot Mobile. If you submit personal information to any of those sites, your information is governed by their privacy statements. We encourage you to carefully read the privacy statement of any Website you visit.

Security

The security of your information is important to us. When you enter sensitive information (such as a credit card number) on our order forms, we encrypt the transmission and contents of that information.

We follow generally accepted standards to protect the information submitted to us, both during transmission and once we receive it. No Method of electronic transmission or storage is 100% secure, however. Therefore, we can't guarantee its absolute security.

Our Policy towards Children

Our Service is not directed to persons under eighteen (18) years. We do not knowingly collect personally identifiable information from persons under eighteen (18) years. If a parent or guardian becomes aware this his/her child has provided us with Personal Information without their consent, he/she should contact us. If we become aware that a child under eighteen (18) years has provided us with Personal Information we will take steps to delete such information from our files.

Contacting Us

If you have any questions about this Privacy Policy, please contact us at [privacy](#) or at PO Box 5403, Weltevreden Park. South Africa, 1715.

Changes to our Privacy Policy

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This Privacy Policy may change from time to time. If we make a change to the privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). We may provide notice of changes in other circumstances as well. By continuing to use the Service after those changes become effective, you agree to be bound by the revised Privacy Policy.

SECTION C: ACCEPTABLE USE POLICY

Greydot Mobile is used by many people and we are proud of the trust placed in us. In exchange, we trust you to use our services responsibly.

You agree not to misuse the Greydot Mobile services. For example, you must not, and must not attempt to, use the services to do the following:

- probe, scan or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to or Greydot Mobile (or our service providers') computer systems;
- interfere with or disrupt any user, host or network, for example by sending a virus, overload, flood, spam or mail-bomb any part of the Service;
- plant malware or otherwise use the Service to distribute malware;
- access or search the Service by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish anything that is fraudulent, misleading or infringes another's rights;
- promote or advertise products or services other than your own without appropriate authorization;
- impersonate or misrepresent your affiliation with any person or entity;
- abuse Greydot Mobile referrals to get more credit for referrals than earned;
- publish or share materials that are unlawfully pornographic or indecent or that advocate bigotry, religious, racial or ethnic hatred;
- violate the law in any way, violate the privacy of others or defame others.

SECTION D: CODE OF CONDUCT AND SERVICE CHARTER

iCTEL PTY Ltd is a company owned by Greydot Telecoms Pty Ltd. iCTEL subscribes to this Code of Conduct which prescribes the minimum standard of conduct that iCTEL endeavours to follow in rendering services to its subscribers. iCTEL has compiled this Code of Conduct in accordance with the guidelines as well as the minimum standards for subscriber charters prescribed by the Independent Communications Authority of South Africa in Notice 1740 of 2007, published in Government Gazette No 30553, dated 7 December 2007 and in Notice 272 of 2008 published in Government Gazette No 30792, dated 25 February 2008, respectively.

1. KEY COMMITMENTS

iCTEL will:

- 1.1 act in a fair, reasonable and responsible manner in all dealings with subscribers;
- 1.2 ensure that all services and products meet the specifications as contained in iCTEL's licenses as well as all the relevant laws and regulations;
- 1.3 not unfairly discriminate against or between subscribers based on race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4 display utmost courtesy and care when dealing with subscribers;
- 1.5 provide subscribers with information regarding services and pricing;
- 1.6 where requested, provide subscribers with guidance with regards to their customer need;
- 1.7 keep subscribers' personal information confidential; and
- 1.8 advise consumers of their right to refer complaints to ICASA.

2. CONSUMER RIGHTS

Subscriber rights in terms of the services that iCTEL provides include (without limitation) the right to:

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- 2.1 receive the required service without unfair discrimination;
- 2.2 choose the service provider of their choice;
- 2.3 receive information in their preferred language;
- 2.4 access and question records and information held by the service provider;
- 2.5 the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the permission of the consumer;
- 2.6 port a number in terms of applicable regulations;
- 2.7 lodge a complaint; and
- 2.8 redress.

3. PROVISIONS OF INFORMATION

- 3.1 iCTEL is required to provide subscribers with ready access to accurate and easy-to-understand information relating to our:
 - 3.1.1 broad range of services / products on offer;
 - 3.1.2 tariff rates applicable to each service offered;
 - 3.1.3 terms and conditions;
 - 3.1.4 payment policies;
 - 3.1.5 billing;
 - 3.1.6 complaints managing procedures, and
 - 3.1.7 relevant contact details.
- 3.2 This information is available on our homepage at www.ictel.co.za/www.greydot.me and on the service application forms required to be completed to apply for a service.
- 3.3 iCTEL billing and complaints managing procedures are contained in this Code.
- 3.4 We will provide you with an itemised bill or invoice on request (please email support in this regard).
- 3.5 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that iCTEL may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the National Credit Act, 2005) (Assessment Information) from registered credit bureaus to perform a financial means test, to determine whether you will be able to meet your obligations under the intended agreement.
- 3.6 iCTEL is entitled to perform a financial means assessment each time when you apply for a service/product and package.

4. TARIFFS

- 4.1 The Code of Conduct Regulations prohibit any licence holder from providing any service to a consumer for a charge, fee or other compensation unless the price as well as terms and conditions of the provision of such service has been made known to the public and ICASA.
- 4.2 iCTEL must:
 - 4.2.1 make this information available for inspection at its offices during business hours;
 - 4.2.2 make this information available to anyone who requests it, at no charge;
 - 4.2.3 provide this information on its website; and
 - 4.2.4 provide the pricing details within 30 days of commencing a service.
- 4.3 iCTEL is prohibited from offering, presenting, marketing or advertising any tariff plan in a manner that may be misleading.

5. MINIMUM STANDARDS FOR THE SERVICES OFFERED BY ICTEL

- 5.1 iCTEL service contract is written in plain, simple language and includes clear provisions relating to the following:
 - 5.1.1 nature of the contract;
 - 5.1.2 minimum duration of the contract;
 - 5.1.3 any applicable payment for early termination – i.e., if a contract is terminated prior to any minimum duration;
 - 5.1.4 notice period for termination; and
 - 5.1.5 manner of notice of termination.
- 5.2 iCTEL informs its subscribers about changes to the terms and conditions of its contract within a fair and reasonable period.
- 5.3 iCTEL provides subscribers with a copy of the written terms and conditions immediately or as soon as is reasonably possible after conclusion of a contract.

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6. PRIVACY AND CONFIDENTIALITY

- 6.1 iCTEL respects the constitutional right of Internet users to personal privacy and privacy of communications.
- 6.2 iCTEL respects the confidentiality of customers personal information and electronic communications and does not gather, retain, sell or distribute such information to any other party unless:
 - 6.2.1 it has written permission from the consumer to do so;
 - 6.2.2 it is directed to do so by an order or court;
 - 6.2.3 it is briefing an accredited debt collection agency during the debt collection process;
 - 6.2.4 it is briefing its auditors for the purpose of auditing iCTEL financial affairs; or
 - 6.2.5 such release is required or permitted by an applicable law.

7. CONSUMER PROTECTION AND PROVISION OF INFORMATION TO CUSTOMERS

- 7.1 iCTEL provides the following information on its website: registered name, email address, telephone and fax numbers as well as physical address.
- 7.2 iCTEL has an Acceptable Use Policy (AUP) in place for its Internet access services. This policy is made available to customers prior to the commencement of any such service agreement and at any time thereafter, on request.
- 7.3 In its dealings with consumers and other businesses, iCTEL must act fairly, reasonably, professionally and in good faith. In particular, pricing information for service must clearly and accurately conveyed to customers as well as potential customers.
- 7.4 iCTEL does not unfairly discriminate against or between consumers based on race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation.
- 7.5 iCTEL only offers service levels which are reasonably within its technical and practical abilities.
- 7.6 iCTEL complies with all compulsory advertising standards and regulations.

8. BILLING

iCTEL is required to:

- 8.1 clearly communicate billing processes to consumers;
- 8.2 set out billing and related complaint procedures in its bills;
- 8.3 inform consumers at the outset, if applicable, if credit referencing risk assessment will be applied; and
- 8.4 provide a simple explanation to consumers of how the credit referencing system operates. This information must be provided in accordance with the provisions of the National Credit Act No. 34, of 2005 and any other applicable law and/or regulation.

9. BILLING COMPLAINTS HANDLING PROCEDURE

- 9.1 You are required to direct a billing complaint to support. The complaint is required to be accompanied by the following:
 - 9.1.1 a copy of the bill concerned or the particulars thereof, e.g., the account number;
 - 9.1.2 the reason for the dispute;
 - 9.1.3 the amount in dispute; and
 - 9.1.4 supporting information or documentation, if any.
- 9.2 Where a subscriber lodges a billing complaint, iCTEL complaint handling process is guided by the following general principles:
 - 9.2.1 iCTEL will not disconnect the service of the subscriber while the investigation of a disputed portion of a bill is still pending;
 - 9.2.2 iCTEL will reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days;
 - 9.2.3 iCTEL will not disconnect the service until it has notified the complainant about the results of their investigation and the final decision on the complaint;
 - 9.2.4 iCTEL will not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed bill is still pending;
 - 9.2.5 iCTEL will not require the subscriber to pay the disputed bill in full pending the investigation of the complaint.
 - 9.2.6 iCTEL will ensure that the subscriber is informed well in advance about time for payment and the possibility of disconnection in the case of non-payment within a certain period before they disconnect him/her.

10. PROMOTIONAL MARKETING, ADVERTISING AND SALES PRACTICES

iCTEL is committed to ensure that advertising and promotional material is not misleading and complies with the Advertising Standards Authority (ASA) Code of Conduct and any other relevant codes.

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11. DEFECTIVE PRODUCTS

- 11.1 Defective products and services should be reported to iCTEL customer service centre via email on [support](#).
- 11.2 iCTEL support team will contact subscribers with faulty equipment to arrange for replacement or repair of faulty products or services.
- 11.3 While faulty equipment is being repaired, iCTEL will provide temporary swap-out equipment to subscribers.

12. COMPLAINTS HANDLING, RESOLUTION AND ESCALATION PROCEDURES FOR CUSTOMERS

- 12.1 All complaints other than billing complaints, must be submitted to iCTEL and will be dealt with by iCTEL in accordance with the provisions of this clause 6.
- 12.2 You are required to afford us an opportunity to resolve a complaint before you approach the Authority.
- 12.3 You are required to direct a complaint to [support](#). Your complaint should include the following:
 - 12.3.1 your name and surname;
 - 12.3.2 your account number;
 - 12.3.3 the date on which the complaint arose; and
 - 12.3.4 a brief description of what gave rise to the complaint.
- 12.4 iCTEL will acknowledge receipt of your complaint within three (3) working days of receipt thereof.
- 12.5 iCTEL will formally resolve your complaint in writing within fourteen (14) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third-party service provider.
- 12.6 You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by iCTEL.
- 12.7 The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated above.

13. OPERATIONAL/IMPLEMENTATION AND EVALUATION ARRANGEMENTS

The Code of Conduct Regulations require that iCTEL ensures that its employees are trained regarding the contents of their code of conduct.

14. FREEDOM OF EXPRESSION

iCTEL respects the constitutional right to freedom of speech and expression.

15. STANDARD TERMS AND CONDITIONS

- 15.1 iCTEL standard terms and conditions are available on its website. These terms and conditions are available to any potential customer prior to the commencement of any contract.
- 15.2 iCTEL standard terms and conditions contain:
 - 15.2.1 all information and terms relevant to the relationship with the recipient of the service;
 - 15.2.2 a requirement that the customer will not knowingly create, store or disseminate any illegal content;
 - 15.2.3 a commitment to lawful conduct in the use of the services, including copyright and intellectual property rights; and
 - 15.2.4 an undertaking not to send or promote the sending of spam.
- 15.3 These standard terms and conditions give iCTEL the right to remove any content hosted by iCTEL which it considers illegal or for which it has received a take-down notice.
- 15.4 These standard terms and conditions give iCTEL the right to suspend or terminate the service of any customer that does not comply with the terms and conditions, Acceptable Use Policy or any other contractual obligations.

16. ALTERATIONS

iCTEL reserves the right to make alterations to this Code of Conduct from time to time. Such amendments are binding on iCTEL. The current Code of Conduct will be maintained on iCTEL's website.

17. CONTACT DETAILS

- 17.1 Address: A4 Westwood office, Kudu Str, Roodepoort, 2170
- 17.2 Postal address: PO Box 5403, Weltevreden Park, 1715
- 17.3 Email: [support](#)
- 17.4 Telephone: +2710 516 0400