



MEMBERSHIP TERMS and CONDITIONS

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A. MEMBERSHIP SECTION

1. Free Membership Short Overview

This is a Free Membership which 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.

As you have accepted our Constitution and accepted membership of our Association you will be able to make use of any of our Free 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 qualify for.

1.1. SmartTalk Greydot Telecommunications Membership Benefits

- 1.1.1. Use any Network provider.
- 1.1.2. Free App, Free E-Wallet and Free SmartTalk Greydot virtual mobile number.
- 1.1.3. Airtime never expires.
- 1.1.4. Talk at only 35 cent per minute to any number country wide as well as certain international destinations.
- 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 on-line top-up methods available and at any FNB ATM.
- 1.1.7. Allow multi accounts in South Africa, Namibia, Zimbabwe, Botswana and more.
- 1.1.8. Transfers instantly between wallets.
- 1.1.9. Get your International USD \$-based virtual Mastercard to transact anywhere in the world.
- 1.1.10. Free sign-up Bonus and Gift to send to
- 1.1.11. Earn cash back on every purchase for any product with our Rewards Program.
- 1.1.12. Invite friends and family and earn rewards on their SmartTalk Greydot Spending.
- 1.1.13. SmartTalk 100% secure talking, SMS, and conference facilities.
- 1.1.14. Seamless Instant Payments at low costs, anywhere Mastercard is accepted.

1.2. Herminix MyWorld Cash Back Program.

- 1.2.1. Shop at more than 3,500 merchants in South Africa and receive cash back and earn points.
- 1.2.2. Shop at more than 150,000 merchants across the world.
- 1.2.3. Enjoy secure online shopping and earn cash back on every sale.
- 1.2.4. Free Virtual Loyalty Card.
- 1.2.5. No monthly fees just earn cash back.

1.3. Motor, Household and Business Insurance Special Rates.

- 1.3.1. Members qualify for monthly savings on Short Term Insurance.
- 1.3.2. Seamless and effortless claims processes.
- 1.3.3. Only in South Africa available. Expanding into other countries.
- 1.3.4. Easy and quick on-boarding. Sign all documents on your mobile device.

1.4. Save of Educations (Your entire family qualify).

- 1.4.1. Save up to 10% on study courses. E-learning, short courses to degrees through CTU Colleges.
- 1.4.2. Save 15% on E-learning courses through GrowHouse Training Academy.

1.5. Sign-Up Bonus

- 1.5.1. Free Flexibreaks Holiday, Travel and Accommodation Membership

Special Note: It is important to know for which membership level you have applied as only the benefits for your membership level will be active. Upgrade memberships has a monthly membership fee.

2. Membership upgrades

You qualify to up-grade members and enjoy more benefits where our 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.
- 2.3. Consumer Legal Membership Level.
- 2.4. Smart Wallet E-Wallet Financial Solution.

3. General Membership Conditions

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.
- 3.1.2. The parties to the Membership are:
 - 3.1.2.1 You (the Member) as on the application for membership and further referred to as the “Member”.
 - 3.1.2.2 The Association and Herminix (Pty) Ltd registration number 2+2712/191099/07, 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.
 - 3.1.2.3 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 don’t offer or give any Advice on any Insurance related products.
- 3.1.3 Please take note that some of the benefits are supplied through our outsource 3rd party Service Suppliers and each Service Supplier has its own Terms and Conditions and Regulations.
- 3.1.4 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

- 3.2.1 “Benefits” means the benefits and or services as further specifically described in this agreement and as specified on the Benefit Overview. Consumer Legal and the Administrator have the right to change or add or remove any benefit, without notice.
- 3.2.2 “Free Benefits” means the benefits in the overview indicated as free benefits are totally free to members. Terms and conditions do apply and, in this document, the free benefits will be specifically indicated.
- 3.2.3 “Client(s)” means the client also referred to as member, who applied for membership and certain rewards benefits as defined in this agreement and who was accepted as a member.
- 3.2.4 “Contributions” means the pre-paid monthly membership fee payment that is due by a member in advance.
- 3.2.5 “Coverage” means the benefits attached defined in this document and specified on the application and Benefit Overview and for which a paid-up member and his or her registered dependant(s) are eligible if dependants were chosen to be included and registered.
- 3.2.6 “Paid-up” means the member has paid in advance, where applicable, (pre-paid) for the membership and rewards services benefits each month and no payment has been rejected or returned. In the event that a member has enjoy benefits which was paid-up at the stage of utilisation and later on the payment is rejected for any reason at all, the member will be legally responsible for the payment of such benefits or services and the Service Supplier will have the full 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 have the right to double deduct the next month or to change the inception date.
- 3.2.7 “Deductible” means the rewards programme membership fee amount, which must be paid by the Member, in advance for the upgrade membership levels.
- 3.2.8 “Association” means the Association shall constituted a distinct and separate legal entity as a non-profit Association, in accordance with the Association Constitution. The Association Objectives is its members and to assist members where possible, with offering negotiated products, benefits and services to uplift members and to improve members lives. Association benefits may include compulsory embedded insured benefits under a direct group scheme agreement, on behalf of members. The Association is an open to all groups of lives and ages. The Association has outsourced the management and administration to Herminix (Pty) Ltd a registered company under the Laws of South Africa.
- 3.2.9 “Member” means a person who has been accepted and who have received this acceptance letter and terms and conditions of a Membership. Different levels of membership are available and certain levels of membership may have a monthly membership fee, which is payable in advance, every month, for the membership level, rewards, benefits and services chosen and as defined on the Benefit Overview and welcome documentation.
- 3.2.10 “Membership” means a person who has applied for a certain association membership level and who have accepted the terms and conditions and who accepted the Constitution and who was accepted as a member.

3.2.11 “Membership Fees” means the Monthly Membership Fee for each Membership Level a member qualifies for. The Membership Fees can be increased with one calendar month notice. Membership Fees are paid in advance for the next calendar month.

3.2.12 “Starting Date” means the date when membership starts, also referred to as inception date. Membership works in calendar months and membership fees are paid in advance. Membership will only start the first of the next calendar month if the first payment was received after the 16th of a month. Special Note: The membership starting date will be depended on when the first membership fee is paid, and it may differ from the date of the application.

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 Free 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 aforementioned, 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 or 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 Services 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 works on full calendar months. Where first membership application was received after the 16th of any month, membership will start only on the first of the next month.

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 terminate 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.

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 birthdate; 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 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 benefit, service, benefits or reward that is not submitted to the Company or the service supplier 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 or 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 suppliers, as per the specific rules 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 were fraud or misrepresentation was involved by the member or any dependants.

3.8 Communication

3.8.1 The Company's choice of communication is all accepted electronic communication which includes, but not limited thereto, SMS, MMS, USSD and E-mail.

3.8.2 It is the member's responsibility to inform the Administrator, if any communication must be in a hard copy through normal postal services.

3.8.3 By applying for the Membership, the member authorised the Company to communicate to the member in any way acceptable other benefits and offers for the possible benefit of the member. The member must inform the Company if the Member don't want to be informed of 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 any and 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 in order 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 reasons:

3.9.4.1 to establish and verify your identity in terms of the Applicable Laws;

3.9.4.2 Unless consented 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 parties 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.

B. SPECIFIC NON-INSURED BENEFITS TERMS AND CONDITIONS SECTION

The Membership program includes a basket of rewards, discounts, services and benefits which includes, among other, the following specific benefits:

1. Educational Savings – Free Benefit

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

1.1. CTU College

1.2. Members and their families qualify for a discretionary up to 10% discount for study courses done through CTU Collage. CTU Training Solutions offer more than 980 study courses to our members, online and through their Campuses in South Africa.

1.2.1. For more information on CTU please look at <https://www.youtube.com/watch?v=amtfgcrcaZ2s>

1.2.2. Members can contact CTU directly: Elriette Terblance, +2712 631 6688, mobile 081 455 9476, elrietteT@ctutrainng.co.za or Tertius van Wyngaardt, tertiusvw@ctutrainng.co.za or Members can send an email to study@hmx.co.za or call our offices for more information.

1.3. Growhouse e-learning

1.3.1. Members qualify for 15% discount on all E-Learning courses offered by Growhouse

1.3.2. For more information on our Growhouse e-Learning inhouse and accredited courses at discounted rates.

1.3.3. Contact our Administrator Herminix on +2712 485.4023 or send an email to michelle@smartcover.co.za and we will contact you. Or visit our website www.growhouse.global

1.3.4. Important Note: Members need to contact the Administrator for a Discount Coupon.

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) reserve the right to review the subscription fee should the confirmed utilization require such by providing the client 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 24h00 per day 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 and pay special attention to all the terms printed in bold. The full text of the terms and conditions are available at HFC offices.
- 2.2.2. Please contact or call HFC on 0861 194 637 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 procure that –the ER24 contact centre or any other suitable service provider engaged by written agreement between the parties, will immediately dispatch an appropriate road or air ambulance which is staffed by their appropriately qualified emergency medical care practitioners.
- 2.3.1.2. Once at the scene of the incident, lifesaving 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 client 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 conditions 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 scheduled flight or road.

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 24hrs. All calls received are managed by an expert nurse or paramedic.
- 2.3.2.4. Medical advisory services for the registered members Member and children
- 2.3.2.5. 24hr 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 members 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. eCoupons

These benefits are not a free benefit and is included as benefits under the Funeral Assist Membership Level, the Consumer Legal Membership Level and the Health4All Membership Level.

3.1. Shoprite Checkers

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

You just need to go on our website and go to the rewards button. Register with your mobile number and claim your eCoupons.

<https://v2.sacoupons.co.za/public/hmxCheckers>

Show the eCoupons to the cashier and claim your discount on every product.

If you are also a Shoprite/Checkers Xtra Savings Loyalty member and a product eCoupon are offered on the Shoprite/Checker loyalty program, you will be able to claim both the savings.

Special Note: The eCoupons is not one eCoupon but is eCoupons on a range of specific grocery items which may be changed every month.

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

Should a member run into a problem redeeming coupons in-store or have any query whatsoever please sms 'hmx' to 30172. or Email assistance info@berelo.com or email geoffa@mochilagroup.com

3.2. eCoupons Pick n Pay

Save up to R750 on your monthly grocery's by using our grocery discount coupons on a range of groceries which are redeemable at selected Pic n Pay stores.

You just need to go on our website and go to the rewards button. Register with your mobile number and claim your eCoupons.

<https://v2.sacoupons.co.za/public/hmxPicknPay>

Show the eCoupons to the cashier and claim your discount on every product.

Special Note: The eCoupons is not one eCoupon but is eCoupons on a range of specific grocery items which may be changed every month.

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

Should a member run into a problem redeeming coupons in-store or have any query whatsoever please sms 'hmx' to 30172. or Email assistance info@berelo.com or email geoffa@mochilagroup.com

3.3. eCoupons Dischem

Save up to R750 on your monthly shopping by using our shopping eCoupons on a range of groceries which are redeemable at selected Dischem outlets.

You just need to go on our website and go to the rewards button. Register with your mobile number and claim your eCoupons.

<https://v2.sacoupons.co.za/public/hmxDis-Chem>

Show the eCoupons to the cashier and claim your discount on every product.

Special Note: The eCoupons is not one eCoupon but is eCoupons on a range of specific shopping items which may be changed every month.

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

Should a member run into a problem redeeming coupons in-store or have any query whatsoever please sms 'hmx' to 30172. or Email assistance info@berelo.com or email geoffa@mochilagroup.com

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

The Regenerative Medicine discretionary discount benefit is included under all Membership Levels as a free benefit.

- 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 Diabetic 1 and accident-related injuries.
- 4.3. Regenerative Medicine and Stem Cell, Cell-based Treatment cure the illness or injury which is different from modern medicine which only treat the symptoms. In many cases an injury can be cured without an operation.
- 4.4. The Stem Med Doctors Network will send all registered members communication on the illnesses and injuries which can be cured with Regenerative Medicine and Stem Cell, Cell-based Treatment.
- 4.5. Call our offices during office hours on +2712 111 0296 for more information.

5. **Motor & Household Insurance – Free Benefit**

This is a free 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, must members send their current policy schedules to deon@ybhinure.co.za
- 5.3. or can call Your Broker House (Pty) Ltd, FSP 46444 on +2712 111 0296 / +2712 807 1826 for assistance.
- 5.4. Members can save up to 40% on their current premiums.
- 5.5. Members with no Brokers servicing them, can appoint Your Broker House (Pty) Ltd our Financial Service Supplier as their Broker.
- 5.6. Just send an email to deon@ybhinure.co.za or WhatsApp us and Your Broker House will call you back.

6. **FlexiBreaks Membership – Free Benefit**

Each Member automatically becomes a FREE FlexiBreaks Member. This membership will allow you to travel and enjoy immediate discounts at all listed, participating Flexibreaks accommodation venues, locally and internationally.

FlexiBreaks don't receive any kick back, commissions or fees. FlexiBreaks negotiate discounts for members as a standard discount rate to the member. It must be noted that Travel Agents may offer short notice and interim specials at lower cost and these offerings is not in the hands of FlexiBreaks.

- 6.1. Just contact us on +2711 9742626, send us an email to info@flexihms.co.za or visit our website www.flexibreaks.co.za for your travel specials. **Please quote your membership number.**
- 6.2. Remember to make your booking with us direct to qualify and to enjoy your discounted holiday or trip.
- 6.3. **INCLUDED IN YOUR FLEXIBREAKS MEMBERSHIP IS YOUR SPOUSE / PARTNER AND YOUR CHILDREN UP TO 18 YEARS OF AGE.**
 - NEW timeshare affiliated self-catering holiday specials during low season & peak season.
 - Loads of availability at hundreds of resorts with savings up to 50%!

 - Accommodation discounts of up to 50% at over 500 venues within South Africa and neighbouring countries. Hotels, lodges, apartments & resorts, rated 2 to 5 stars.
 - 10% Room discount on all international holiday and travel packages with Kulula Holidays.
 - Best local car hire rates with **250 km's FREE DAILY and many FREE extras included.**

- Get a 5% discount on all public advertised airfares & 15% discount on all Mango PLUS Corporate airfares.
- Intercap bus discounts of 10%.
- 10% off Shosholozza train bookings and 15% off Premier Class train bookings.
- Save 7% on the passenger price in your MCS Cruise cabin.
- Enjoy a 20% discount on travel insurance cover with TIC.

6.4. Admin fee charges will apply on certain booking services. Cancellation fees are applicable on cancelled bookings.

6.5. Unlimited usage & bookings for qualifying Members and beneficiaries. PLUS, immediate discounts apply. No cashbacks, points or rewards. BOOK NOW! SAVE NOW!

6.6. TERMS & CONDITIONS apply on all the above benefits and usage thereof. View all Member T&C's at: www.flexibreaks.co.za

C. CONSUMER LEGAL MEMBERSHIP LEVEL BENEFITS

1. Consumer Legal

These benefits are not a free benefit. These benefits are included under the Funeral Assist Membership Level and the Consumer Legal Membership Level and the Health4All Membership Level.

1.1. Legal Advice

1.1.1. Members can access legal assistance through the 24-hr call centre 010 1100 474 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 collecting, advice on disputes with employers, property transfers and deceased estates for example.

1.1.1.1. Legal Team of Lawyers will provide telephonic advice on all matters relating to:

1.1.1.1.1. All Criminal Matters

1.1.1.1.2. All Civil Matters

1.1.1.1.3. All Labour Matters

2.1.2. Where needed the client service centre will refer members to see one of our panel Lawyers, face to face and the first consultation will be free of charge.

2.1.3. This service is available 24 hours a day, 365 days a year.

2.1.4. Send out standard legal documents, for example templates relating to the Small Claims Court (including guidelines as to whether a matter falls within the jurisdiction of the Small Claims Court), domestic workers' agreements or documents on maintenance claims, wills and testaments and many more.

2.2. Bail Assist

2.2.1. Lawyers are available on 010 1100 474 at any time to post bail in South Africa up to R6000 for minor offences. All paperwork is managed by the arresting officer.

2.2.2. The following crimes are excluded from the bail benefits:

2.2.2.1. Murder or Attempted Murder

2.2.2.2. Rape, Child Abuse and Child Pornography

2.2.2.3. Assault with Grievous bodily harm

2.2.2.4. Armed robbery or robbery

2.2.2.5. Dealing in Drugs

2.2.2.6. Treason, sabotage or subversion

2.2.2.7. Assaulting of another human

2.2.3. Members must within 24-hours submit the receipt for the bail to Consumer Legal. If this is not done no further service will be active until the receipt was submitted or the money was repaid.

2.3. 3rd Party Accident Claims

- 2.3.1.** Consumer Legal together with its panel of Lawyers will investigate any 3rd party claim, accident claims, Road Accident Fund and related claims free of charge.
- 2.3.2.** If found that the member has a legitimate claim will the Panel of Lawyers represent the member on a no cost no win basis.
- 2.3.3.** The case will be a separate agreement between the member and the Lawyer.

2.4. Garnishee Order Investigations

- 2.4.1.** Consumer Legal Team will investigate any current and up to 3 years old Paid-Up Garnishee Order Free of Charge.
- 2.4.2.** Members need to submit all relevant documentation to qualify for the free advice at own cost.
- 2.4.3.** If founded that the Garnishee Order is illegal acquired or issued or over inflated will Consumer Legal offer the member different options at discounted rates, to stop and clear up the Garnishee Order and where possible to retrieve any or all money deducted by the specific Garnishee Order.
- 2.4.4.** The following documentation must be submitted to admin@clpa.co.za :
 - 2.4.4.1.** Payslips showing the Order deducting or salary statement from employer, signed and stamped.
 - 2.4.4.2.** Copy of Court Order.
 - 2.4.4.3.** Copy of ID.
 - 2.4.4.4.** Any other documents or communication with the creditor.
- 2.4.5.** The case will be a separate agreement between the member and the Lawyer.

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

- 2.5.1.** Consumer Legal will investigate all bad credit listing and will assist the members, at discounted rates, to clear their names from all Credit Listing Companies. We have found that many loan and credit agreements was approved without following all legal procedures and ash such is these accounts totally illegal. We have also found that many credit agreements overcharge clients.
- 2.5.2.** Consumer Legal will investigate all credit and or loan agreements at discounted rates and will assist clients to rectify any overcharging and or to cancel any illegal contracts or procedural errors on credit agreements.
- 2.5.3.** The following documentation must be submitted to admin@clpa.co.za :
 - 2.5.3.1.** Original Agreements / copy Breakdown statement from inception.
 - 2.5.3.2.** Copy of ID.
- 2.5.4.** The case will be a separate agreement between the member and the Lawyer

3.1. Consumer Protection

- 3.1.1.** It is hereby noted that this agreement falls under the Consumer Protection Act of South Africa.
- 3.1.2.** In the event of any dispute and where such possible dispute cannot be solved between the company and the Client, the client has the right to turn to the Consumer Ombudsman to solve the situation.
- 3.1.3.** Consumer Ombudsman contact details:
 - 3.1.3.1.** National Consumer Commission (NCC)
 - 3.1.3.2.** Contact Details: Share Call: 0860 26 67 86, Fax: 0861 51 52 59, e-mail: ncc@thedti.gov.za
 - 3.1.3.3.** Website: www.nccsa.org.za

3.2. Complaints

The company has a complaint procedure in place. In the event of any complains, contact the Herminix Customer Solutions (Pty) Ltd directly in writing stating clearly the complaint before contacting the Consumer Ombud. Herminix Customer Service department will investigate the complaint and will communicate back to the Member within 5 working days. In the event that the complaint is against a service supplier, might there be a delay and may take the investigation up to 30 days.

Send any complaint in writing to: Postal Address: 63 Rubida street, Die Wilgers, Pretoria, 0184. Email Address: 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 free benefits and the other benefits where it is indicated that it's included under the Funeral Assist Membership Level. The undermentioned Funeral Assist Benefits is an embedded Compulsory benefit.

Herminix Association and Herminix (Pty) Ltd has a signed agreement with Your Broker House as our registered Financial Service Supplier, FSP 46444 where the membership include funeral assist benefits.

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

By accepting the membership terms and conditions and the Herminix Association Constitution, the member confirms the following was accepted by the member on his own free will. The member has accepted that:

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

The Funeral Scheme are 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 76.

The embedded funeral assist benefits have its own terms and conditions. The Master Policy can be obtained from Exodec 229 (Pty) Ltd at info@exodecgroup.co.za

General Terms and Conditions: Funeral Plan

1. POPIA

- a. Your privacy is of utmost importance to us. We will take the necessary measures to ensure that any and 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. You hereby agree to give honest, accurate and up-to-date Personal Information in order to process and accept this application.
- b. You accept that your Personal Information collected by Us may be used for the following reasons:
 - i. to establish and verify your identity in terms of the Applicable Laws;
 - ii. to enable Us to proceed to issue the Policy should we accept this application;
- c. Unless consented 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 parties and you indemnify Us from any claims resulting from disclosures made with your consent.
- d. 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 Guardrisk or with the Information Regulator.

2. Funeral Benefit Administrator:

- a. Exodec 229 (Pty) Ltd, FSP43212
- 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 are Your Broker House (Pty) Ltd, FSP 46444 with address 63 Rubida street, Die Wilgers, Pretoria, 0184. Contact number +2712 807 1826. Email deon@vbhinsure.co.za

5. Membership:

- a.** The maximum entry age for a member is 95 years of age. Benefits will stay in force for as long as the members are paid monthly.
- b.** 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 age 26 if they are 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 who are totally dependent on the Main Member will be covered for as long as the policy is in force. This is subject to the provision of satisfactory evidence.
 - iv.** Should a new Child be born to the Main Member, the Main Member has 60 days to update his application/nomination form. If the documentation is not updated the child will not be covered for benefits.
- c.** If the Main Member ceases to be a member of the funeral scheme (dies, withdraws or retires) cover will cease immediately for the Main Member and all their Dependants. Should the Spouse elect to take over the policy of an existing Main Member due to the Main Member's Death, this must be done within 30 days of the Death and application/nominations form and monthly membership schedule must be updated accordingly.

6. Benefit Split

- a.** Principal member and Spouse enjoy the same cover.
- b.** Cover of child between age 14-22 years same as principal member.
- c.** Cover of child between age 6-13 years 50% of principal member.
- d.** Cover of child between age Stillborn – 5 years 25% of principal member.

7. Cover Options

Members cover amounts will be according to the membership option they have chosen and as specified on the benefit Certificate.

Type of Option	R5 000	R10 000	R 20 000	R 30 000
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 3 months waiting period for natural death from the commencement date for members with inception date before age of 65.
- b.** There is 6 months waiting period for natural death from the commencement date for members with inception date after age of 65.
- c.** There is 12 months 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. Upgrade of membership

- a.** Members may upgrade or downgrade between membership options with one calendar month notice.
- b.** Where a member upgrade to a higher option, will the normal waiting period apply on the amount between the old option and the new option. Example: Upgrade from R10,000 to R30,000. the difference between the old option and the new options is R20,000. The normal waiting period will apply only on the R20,000 difference.

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.

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:
 - i. 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;
 - ii. 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 insurer 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

- a. Premiums must be paid for the month and the 12 months premium payment history must show that all payments were made monthly.
- b. 2 Premiums missed in a cycle of 12 months will result in the lapsing of the policy.

All Risk Premiums are payable monthly to the Insurer in the month in which the premium is received and for which it is due.

13. Claim Requirements

- a. All Risk Premiums are payable monthly to the Insurer in the month in which the premium is received and for which it is due.
- b. Should Insurance in respect of a Main Member, his Spouse, his Child or Extended Family Member cease due to the 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.

14. Claim Requirements

- a. Exodec/Guardrisk Life Limited must be notified of Funeral Claims within 6 months of an Insured's death. Even if all the required information is not yet available, it must still be notified of the potential Claim.
Claims are paid within 48-hours after all documentation have been received by the Insurer.
The following information is required to process a Claim (standard claims package):
- b. Main member
 - i. Fully completed, signed and stamped claim form.
 - ii. Certified Copy of the deceased's identity document.
 - iii. Certified Copy of the death certificate.
 - iv. A copy of the DHA1663 Registration of Death Form.
 - v. Certified Copy of the beneficiary identity document
 - vi. Beneficiaries banking details and proof of residence
 - vii. If the cause of death is unnatural – a completed police report is required.
 - viii. Proof of claim payment received by beneficiary – if claim paid out prior to submission of this documentation.

- c. Spouse's and Children's funeral benefit.
 - i. Fully completed, signed and stamped claim form.
 - ii. Certified Copy of Main Member's Identity Document.
 - iii. Certified Copy of the deceased's identity document or birth certificate.
 - iv. Certified Copy of the Death Certificate.
 - v. If no identity document or birth certificate – a copy of the clinic card or a hospital file is required.
 - vi. A copy of the DHA1663 Registration of Death Form.
 - vii. Certified Copy of the marriage certificate, or a copy of the Lobola letter or affidavits confirming person was life partner (partner and from both persons' parents/siblings), state duration.
- d. Certified Copy of the beneficiary identity document.
- e. Copy of the premium schedule.
- f. Beneficiaries banking details and proof of residence.
- g. If the cause of death is unnatural – a completed police report is required.
- h. If 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.

Non-underwritten Benefits – Deceased Support Benefit Section

15. 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 daily rate of maximum of R150.00 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, will they be liable for all costs and accounts.

16. Other benefits include:

- a. 24-hour call centre.
- b. Assistance with all documentation necessary.
- 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 death certificate and border crossing documentation.
- h. Referral to counselling services for support and advice.

17. Exodec Assist 24-hour call centre no: 0861 55 5515.

Quote following: Exodec Funeral Plan, Scheme Name, Policy reference number.

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

Your Intermediary

- i. Business Name: Your Broker House (Pty) Ltd
- ii. Registration number: 2015/119517/07
- iii. Physical address: 63 Rubida street, Die Wilgers, Pretoria, 0184
- iv. Postal address: 63 Rubida street, Die Wilgers, Pretoria, 0194
- v. Telephone: +2712 807 1826
- vi. Website: www.ybhinsure.co.za

- vii. FAIS registration: (FSP No): 436444
- viii. In terms of the FSP license, Your Broker House (Pty) Ltd, is authorised to give Intermediary Services and Advice for products under:
 1. CATEGORY I
 2. Long-term Insurance: Category A
 3. Long-term Insurance: Category B1
 4. Long-term Insurance: Category B2
 5. Long-term Insurance: Category B1-A
 6. 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 FSP46444 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 You 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 deon@ybhinsure.co.za
 Compliance Officer: Warren Neal – Askari Compliance Solutions warrenn@askaricompliance.com
 Conflict of Interest: Exodec has a conflict-of-interest management policy in place and are available from deon@ybhinsure.co.za.

<p>Your Funeral Administrator</p> <p>Business Name: Exodec 229 (Pty) Ltd</p> <p>Registration number: 2016/486897/07</p> <p>Physical address: 1st Flr Royal Palms Building, Cnr Loch Street & Pierneef Blvd, Meyerton, 1961</p> <p>Postal address: PO Box 934, Meyerton, 1960</p> <p>Telephone: 016 362 0334</p> <p>Website: www.exodecgroup.co.za</p> <p>FAIS registration (FSP No): 43212</p>	<p>In terms of the FSP license, Exodec 229 (Pty) Ltd, is authorised to give Intermediary Services and Advice for products under:</p> <p>CATEGORY I, II, IV,]:</p> <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]
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Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Exodec 229 (Pty) Ltd FSP43212 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 You 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: 016 362 0334 or Cell: 071 600 1927
 Email: claims@exodecgroup.co.za
 Complaints Procedures: Contact Person: Marieta Pretorius Tel: 016 362 0334 or Cell: 076 768 2691 or 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 is available to clients on the website.
 Professional Indemnity and/or Fidelity Cover: Guardrisk Life Limited has a Professional Indemnity Cover and Fidelity Guarantee Cover in place.

	Compliance Details	Complaints Details
Telephone:	+27-11-669-1104	0860 333 361
Fax Number:	+27-11-675-3826	
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 is available to clients 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 You orally, this disclosure notice serves to provide You with the information in writing. Should You not be satisfied with the Policy, You are entitled to a period up to 31 days from the date of receipt of the Policy within which You may cancel Your Policy in writing at no cost provided no Claim has arisen or any benefit paid. Cover will cease upon cancellation of the Policy. All premiums paid by the Policyholder to the Insurer up to the date of receipt of the cancellation notice will be refunded to the Policyholder.

<p>The Insurer</p> <p>Business Name: Guardrisk Life Limited</p> <p>Registration number: 1999/013922/06</p> <p>Physical address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196</p> <p>Postal address: PO Box 786015, Sandton, 2146</p> <p>Telephone: +27-11-669-1000</p> <p>Email: info@guardrisk.co.za</p> <p>Web: www.guardrisk.co.za</p> <p>FAIS registration (FSP No): FSP 76</p>	<p>In terms of the FSP license, Guardrisk Life Limited is authorised to give advice and render financial services for products under:</p> <p>CATEGORY I:</p> <ul style="list-style-type: none"> • Long-term Insurance: Category A • Long-term Insurance: Category B1 • Long-term Insurance: Category B1-A • Long-term Insurance: Category B2 • Long-term Insurance: Category B2-A • Long-term Insurance: Category C
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Processing of Personal Information

Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by You or which is collected from You 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.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that Your Personal Information collected by Us may be used for the following reasons:

- to establish and verify Your 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 Your information for further processing, with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential:

- Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, in accordance with the Applicable Laws, are required to share Your 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.

You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws. Unless consented 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 parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

You understand that if we have utilized Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should Guardrisk not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

Other matters of importance - You 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 Your complaint satisfactorily, You may submit Your complaint to the **Ombudsman of Long-Term Insurance**.

You will always be given a reason for the repudiation of Your claim.

If the Insurer wishes to cancel Your policy, the Insurer will give you **31 days** written notice, to Your last known address.

You will always be entitled to a copy of Your policy at no extra charge.

Warning - Do not sign any blank or partially completed application form. Complete all forms in ink. Keep notes of what is said to You and all documents handed to You. Where applicable, call recordings will be made available to You within 7(seven) days of request. Don't be pressurised to buy the product. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from Your contract of insurance.

Waiver of Rights -

No insurer and/or intermediary may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

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

Postal address: Private Bag X45, Claremont, Cape Town, 7700 PO Box 74571, Lynnwood Ridge, 0040

Telephone: +27-21-657-5000 / 0860 103 236

Fax number: +27-21-674-0951

Email address: info@ombud.co.za

Particulars of the Financial Sector Conduct Authority

Postal address: PO Box 35655, Menlo Park, 0102

Telephone: +27-12-428-8000

Fax number: +27-12-347-0221

Email address: info@fscs.co.za

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

+27-12-470-9080

+27-12-348-3447

info@faisombud.co.za

Particulars of the Information Regulator

(For complaints relating to the use of Personal Information)

PO Box 31533, Braamfontein, Johannesburg, 2017

+27-10-023-5200

+27-82-746-4173

complaints.IR@justice.gov.za

E. HERMINIX HEALTH4ALL MEMBERSHIP LEVEL

The Health4All Membership level includes all the free 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 with all the indicated in-live and free benefits and with the Unity Health benefits underneath as an embedded benefit, is an affordable and unique health program. Regenerative Medicine Benefit is not underwritten by Unity Health it is a Treatment Assist program managed by StemMed Dr's Network as a benefit for members.

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 tissues. 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 months 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.



PRIMARY & 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 Constantia Insurance Company Limited (the "Company") before the inception date or renewal date (as the case may be) and subject to the Definitions, Defined 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.

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 meanings:

- 1) "Company" means Constantia Insurance Company Limited (CICL), Reg. No.: 1952/001514/06.
- 2) "Participating Group" means an employer group, trade union or bargaining council for which benefits are provided.
- 3) "Underwriting Manager" means Unity Health, a division of Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, and FSP No. 10287.

- 4) "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.
- 5) "Adult Dependant" means:
 - a) The spouse of the Principal 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 or legally adopted child 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, and who is financially dependent on the Principal Insured Person.
- 6) "Eligible Child" means a child who has not attained the age of twenty-one (21) and who is the natural/biological child, stepchild or legally adopted child 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.
- 7) "Insured Person" means:
 - 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.
- 8) "Family" means the Principal Insured Person, and their Eligible Child dependants, provided they are Insured Persons.
- 9) "Hospital" means any institution in the territory of RSA which in the opinion of the Company meets each of the following criteria:
 - 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 than 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.
- 10) "Accident" means an external, violent, unexpected and visible event.
- 11) "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.
- 12) "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.
- 13) "Insured Incident" means any one Accident and/or Emergency and/or Illness that necessitates an Insured Person to undergo certain Medical Treatment or advice.
- 14) "Intermediary" means the advisor, broker or consultant appointed by the Participating Group or Principal 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.
- 15) "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).
- 16) "Network" means a selected group of service providers with which the Underwriting Manager has contracted with.
- 17) "Medical Tariff" means the standard tariff as agreed to by the Underwriting Manager and the Network Service Provider for payment of medical services.
- 18) "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.
- 19) "Schedule" means the schedule attached to and forming part of this policy.
- 20) "Territory" means the Republic of South Africa.
- 21) "Addison's Disease" means chronic endocrine disorder in which the adrenal glands do not produce sufficient steroid hormones.
- 22) "Asthma" means chronic inflammatory disease of the airways characterised by recurring symptoms of reversible airflow obstruction and bronchospasm.

- 23) "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.
- 24) "Bronchiectasis" means a diseased state defined by localised, irreversible dilation of part of the bronchial tree caused by destruction of the muscle and elastic tissue.
- 25) "Cardiac Failure" means the heart is unable to provide sufficient pump action to maintain blood flow to meet the needs of the body.
- 26) "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.
- 27) "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.
- 28) "Coronary Artery Disease" means a disease caused by plaque building up along the inner walls of the arteries of the heart, which narrows the arteries and reduces blood flow to the heart.
- 29) "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.
- 30) "Chronic Obstructive Pulmonary Disorder" means a type of obstructive lung disease characterised by chronically poor airflow that typically worsens over time.
- 31) "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.
- 32) "Diabetes Type 1" or "Insulin-dependent Diabetes Mellitus" means metabolic diseases in which a person has high blood sugar resulting from the body's failure to produce insulin.
- 33) "Diabetes Type 2" or "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.
- 34) "Dysrhythmias" or "Cardiac Dysrhythmia" means a condition in which the electrical activity of the heart is irregular or is faster or slower than normal.
- 35) "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.
- 36) "Glaucoma" means a group of ocular disorders with multi-factorial aetiology 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.
- 37) "Haemophilia" means hereditary genetic disorders that impair the body's ability to control blood clotting or coagulation.
- 38) "HIV / AIDS" or "human immunodeficiency virus infection / acquired immunodeficiency syndrome" means a disease of the human immune system caused by infection with the human immunodeficiency virus.
- 39) "Hyperlipidaemia" means abnormally elevated levels of any or all lipids and/or lipoproteins in the blood.
- 40) "Hypertension" means a chronic medical condition in which the blood pressure in the arteries is highly elevated.
- 41) "Hypothyroidism" means an endocrine disorder in which the thyroid gland does not produce enough thyroid hormone.
- 42) "Multiple Sclerosis" means an inflammatory disease in which the insulating covers of nerve cells in the brain and spinal cord are damaged.
- 43) "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.
- 44) "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.
- 45) "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.
- 46) "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.
- 47) "Tuberculosis (TB)" means a highly contagious disease caused by a bacteria, known as mycobacterium tuberculosis. TB generally affects the lungs, but it also can invade other organs of the body, like the brain, kidneys, and lymphatic system.
- 48) "Ulcerative Colitis" means disease of the colon that includes characteristic ulcers, or open sores.

- 49) "Snellen Scale" means an eye chart used by eye care professionals and optometrists to measure and determine visual acuity.
- 50) "Service Provider" means a provider of health care appointed/approved by the Underwriting Manager.
- 51) "Competitive Sport or Activity" means a sporting activity involving an official or practice, event, race or contest.
- 52) "Professional Sport or Activity" means a sport activity where one receives a monetary compensation.
- 53) "Road Accident Fund" means the state insurer established by statute in the Republic of South Africa.
- 54) "Pre-authorisation" means the process of requesting and obtaining prior approval from the Underwriting Manager before an Insured Person can access a particular benefit.
- 55) "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;
 - 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.
- 56) "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.
- 57) "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.
- 58) "Medicine formulary" is a list of prescription medication, both generic and brand name, approved by the Underwriting Manager.

DEFINED EVENTS

Claims may be submitted:

- 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 Principal Insured Person as a result of an Accident.

GENERAL EXCEPTIONS

The Company shall not be liable for hospitalisation, bodily injury, sickness or disease directly or indirectly 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 the use of alcohol;
- 9) Any medical transportation service for non-emergency purposes;
- 10) Drug addiction;
- 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:
 - b) One (1) month waiting period all benefits, except emergency transportation and inpatient or outpatient hospital treatment due to an Accident or Emergency;
 - c) Twelve (12) month waiting period to chronic medication and optometry benefits;
 - d) Nine (9) month waiting period to pre-birth maternity benefits.
 - e) 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. Where there is uncertainty if a Service Provider is an appointed Service Provider, then the Insured Person must contact the Underwriting Manager. The Underwriting Manager will provide a list of appointed service providers;

- ii) As soon as possible, but no later than one-hundred-and-twenty (120) days from treatment for such incident, notify the Underwriting Manager in writing of any claim;
 - 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 – Mrs Astrid Baynes
Constantia Insurance Company Limited
Building B and Portion of Building A, Nicol Main Office Park, 2 Bruton Road, Bryanston, Johannesburg, 2191
PO Box 3518, Cramerview, 2060
Tel: +2711 686 4200
Fax: +2711 789 8828
Email: complaints@constantiaigroup.co.za

Alternatively, the Principal Insured person may contact: The Ombudsman for Short Term Insurance
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 180 (one hundred and eighty) 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).
- 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 transferring personal information only for the intended purpose of administering this contract or for any 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 –

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.

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: 010 023 5200
Email: complaints.IR@justice.gov.za

The Company shall use its best endeavours to ensure personal information is reliable. The Principal 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 of consultations per Insured Person per Policy Year is not limited. Pre-authorization is required for ten (10) or more general practitioner, nurse and telemedicine consultations per Insured Person per Policy Year.

Procedures performed in doctors' 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 tumor
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)
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-authorization 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 two hundred and seventy-five rand (R1 275) per visit with an overall annual limit of two thousand six hundred and fifty rand (R2 650) per family per Policy Year. Referral by a Unity Health Network general practitioner and pre-authorization 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:

- | | | |
|-----------------------------|---|-----------------------------------|
| 1. Addison's Disease; | 10. Chronic Obstructive Pulmonary Disorder; | 19. Hypertension; |
| 2. Asthma; | 11. Diabetes Insipidus; | 20. Hypothyroidism; |
| 3. Bi-polar Mood Disorder; | 12. Diabetes Mellitus Type 1 & 2; | 21. Multiple Sclerosis; |
| 4. Bronchiectasis; | 13. Dysrhythmias; | 22. Parkinson's Disease; |
| 5. Cardiac Failure; | 14. Epilepsy; | 23. Rheumatoid Arthritis; |
| 6. Cardiomyopathy Disease; | 15. Glaucoma; | 24. Schizophrenia; |
| 7. Chronic Renal Disease; | 16. Haemophilia; | 25. Systemic Lupus Erythematosus; |
| 8. Coronary Artery Disease; | 17. HIV / AIDS; | 26. Tuberculosis; and |
| 9. Crohn's Disease; | 18. Hyperlipidaemia; | 27. 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 two hundred and seventy-five rand (R1 275) 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 anesthetic	(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 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)

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

Tariff Code:

3+27110: Chest, two views, anteroposterior (AP) and lateral
 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 above, if required, and subject to a list of basic pathology tests 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 titer: ELISA/EMT: per Ag
 4001: Alkaline phosphate
 4009: Bilirubin total
 4025: Cholesterol, HDL/LDL, triglycerides

- 4026: LDL cholesterol (chemical determination)
- 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 - 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 2 (two) visits and 2 (two) ultrasound scans per Policy Year, subject to a maximum benefit of three thousand two hundred and fifty rand (R3 250) per family per Policy Year. This benefit is only payable if Pre-authorisation is requested and approved.

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 Benefit is comprised 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, 24 (twenty-four) hours a day to provide general medical information and advice and to guide the Insured Person through a medical crisis, by providing emergency advice or by enabling the Insured Person to receive the required support;
- 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 (R7 500) 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 five hundred rand (R6 500) 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-five thousand rand (R25 000) 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 seventeen thousand rand (R17 000) per Insured Person per Policy Year. This 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 shall only be payable during the three (3) month period following the discharge from an inpatient hospitalisation due to an accident and shall be limited to three thousand two hundred and fifty rand (R3 250) 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 shall 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 shall be limited to one million two hundred thousand rand (R1 200 000) 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.

8) ACCIDENTAL DEATH BENEFIT

A benefit equal to fifteen thousand rand (R15 000) is payable in the event of the death of the Principal 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.

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 scans 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 are 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.

PAP SMEARS

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

PROSTATE-SPECIFIC ANTIGEN (PSA) SCREENING

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

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 and for Insured Persons with severely compromised immune systems.

HEALTH SCREENINGS AT APPROVED PHARMACIES

Limited to one per Insured Person per Policy Year. This benefit is excluded for employees of a Participating Group who attend an onsite wellness day, unless they were unable to attend the 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.

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, financial advice. Face-to-face counselling can be arranged for the member's own account.

11) 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.

12) 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 shall consult a provider nominated by the Underwriting Manager at the cost of the Company. In the event that 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 Provider 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: | Constantia Insurance Company Limited (CICL) | Tel No: | +2711 686 4200 |
| Registration No: | 1952/001514/06 | Fax No: | +2711 7898828 |
| FSP No: | 31111 | Website Address: | www.constantiagroup.co.za |
| Physical Address: | Building B and Portion of building A, Nicol Main Office Park,
2 Bruton Road, Bryanston, Johannesburg, 2191 | | |
| Postal Address: | PO Box 3518, Cramerview, 2060 | | |
| Email Address: | info@constantiagroup.co.za | | |

Should you not be satisfied with the product purchased, you may lodge a written complaint with Constantia Insurance Company Limited using any of the above addresses. You are entitled to a full copy of the policy on request. You are also entitled to a summary of the policy. If you have not received a summary or a full copy of the wording within 60 days, or you feel that this policy does not meet legal requirements, please write to:

Compliance Officer: Adv. Christiene Brummer
 Telephone No: +2711 686 4200
 Fax: +2711 789 8828
 Email: christieneb@constantiagroup.co.za

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

Should you be dissatisfied with any aspect of your insurance contract, service received as part of a general disclosure, how to lodge a complaint or of Unity Health's compliance with the FAIS Act, please refer the matter to info@unityhealth.co.za.

Compliance Officer: Moonstone Compliance, Telephone No: (021) 883 8000

- a. Ambledown Financial Services has an agreement with Constantia Insurance Company Limited authorising Ambledown Financial Services to act as an 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 12 months earned more than 30% of its remuneration from Constantia Insurance Company Limited.
- c. Ambledown Financial Services has both Professional Indemnity and Fidelity Guarantee Cover.

3. The Broker
- You have the right to the following information regarding the Broker who must hold a valid license to operate under specific categories of business:
- a. Name, address and contact details
 - b. Financial Services Provider License number;
 - c. Legal status
 - d. Whether the services rendered are under supervision
 - e. Whether the broker holds more than 10% of the Insurer's shares and/or
 - f. Whether the broker received more than 30% of the total remuneration from the Insurer in the past year
 - g. Whether the broker holds any form of professional indemnity insurance
 - h. Details of complaints policy and procedures
 - i. Details of compliance arrangements
 - j. The Rand amount of fees, commissions or any valuable consideration payable
 - k. Contractual arrangements with the Insurer including any restrictions or conditions

4. Premium Payment

Details of your 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.

5. Claim Notification Procedures

- a. Please note that for potential claims under your policy Insured Persons are required to contact the Underwriting Manager in order to establish the appointed service provider. If you fail to pre-authorise your 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 120 (one-hundred-and-twenty) days from the date of happening of the event giving rise to your claim. If you fail to notify your claim timeously it may be repudiated due to such late notification. Furthermore, you may be required to complete a claim form and may also be required to produce documentary proof substantiating your claim.

6. 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
+2712 470 9080; +2712 762 5000

Fax No: +2712 348-3447; 086 764 1422

Email Address: info@faisombud.co.za

7. The Broker

- a. Your Broker House, contact: Deon Zeelie T+2712 807 1826, 63 Rubida Avenue, Die Wilgers, Pretoria, 0187
- b. Financial Services Provider License number: Financial Service Provider FSP No. 46444
- c. Registered company under South Africa Laws
- d. The FSP Don't hold any shares in the Insurer
- e. The FSP don't earn more than 30% income from the Insurer
- f. Your Broker Household Personal Indemnity cover of one million rand with AIG South Africa
- g. Our complains procedure is explained in detail in the terms and conditions
- h. Askari Compliance Solutions, Warren Neale warren@askaricompliance.co.za is our external compliance officer
- i. The Broker receives 10% commission on the risk underwriting premiums.
- j. Your Broker House is the registered Broker for the Mula4You Primary & Hospital Care Group Scheme

Unity Health Frequently Asked Questions

16.2.1 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. You may also search for a provider using the Unity Health app or the member can log into their member portal and search for a provider online.

The Unity Health call centre is open during the following times: • Monday to Friday: 08:00 to 17:00 and • Saturdays: 08:00 to 13:00 • In the case of emergencies after hours call ER24 on 087 135 1248.

16.2.2 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. 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 the member a list of providers closest to them.

16.2.3 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 YOU RECEIVE CONFIRMATION EMAIL FROM UNITY HEALTH WITH YOUR UNITY HEALTH MEMBERSHIP NUMBER. The Unity Health app offers useful features such as:

16.2.3.1 An emergency button for easy emergency assist;

16.2.3.2 Tracking the member's GP visits, medication, and other claims;

16.2.3.3 Finding the member's closest GP, Dentists or Optometrist;

16.2.3.4 The member's digital membership card with their membership details;

16.2.3.5 A useful summary of the member's plan details, benefits and limits;

16.2.3.6 The member's personal details;

16.2.3.7 Contact details for any enquiries;

16.2.4 What is the difference between a dispensing and non-dispensing provider?

A dispensing provider will provide the member's medication during their consultation and they will not need a script to go to the pharmacy.

A non-dispensing provider will provide the member a script during their consultation and they will need to go to a Mediscor pharmacy to collect their medication.

16.2.5 What does a member do if a benefit requires pre-authorization?

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-authorized by Unity Health before the member can access the benefit.

16.2.6 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 did pay the provider directly, they may fill out a reimbursement form and email Unity Health at claims@unityhealth.co.za with all supporting documentation within 6 months from the date of treatment. Unity Health will assess and reimburse the member in respect of all valid claims.

16.2.7 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.

16.2.8 What does the member do in the event of a medical emergency or serious accident?

16.2.8.1 Call Unity Health call centre on 0861 366 006 or ER24 on 087 135 1248.

16.2.8.2 ER24 will verify the membership of the person in need of help, whether it be the main member or a dependant.

If you need any assistance or advice on the Unity Health benefits, contact Deon Zeelie from Your Broker House (Pty) Ltd FSP46444 directly on +2712 807 1826 / +2712 111 0274 or on email deon@ybhintsure.co.za who are your Financial Services Provider.

F. SMARTTALK GREYDOT SECTION: TERMS OF SERVICE – Free Benefit

Thank you for using SmartTalk Greydot Mobile!

These terms of service (the "Terms") govern your access to and use of Greydot Mobile ("we" or "our") websites, software and services (the "Services"), so please carefully read them 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 promising 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 form a contract with Greydot 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 & 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 our 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.

By using our Service, you give us your permission to do things with your stuff, for example, sending you product updates, system notifications and nagging 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 backup data to keep it safe. You give us the permissions 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 others, 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, or any other information you may be able to access 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, are responsible for maintaining and protecting all of 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 13 years of age. By agreeing to these Terms, you are representing to us that you are over 13.

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 or not you authorized that activity. You should immediately notify Greydot Mobile of 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.

Greydot Mobile Property and Feedback

These terms do not grant you any right, title, or 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
P.O Box 5403, Weltevreden Park, South Africa, 1715

Other Content

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, the 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. Before filing a claim against Greydot Mobile, you agree to try to resolve the dispute informally by contacting [disputes department](#). We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 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 or the Services 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 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 actions, 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. Both 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

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 OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF R20 (TWENTY SOUTH AFRICAN RAND) OR THE AMOUNTS PAID BY YOU TO Greydot Mobile FOR THE PAST THREE 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 LAWS 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, and by using our Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy. All of 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.

Protect all users: Laws authorising governments to request user data from online services shouldn't treat people differently based on their citizenship or where they live.

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 need be, and if we are able to do so, more so if you paid us through subscriptions or other donations for the Services.

The Information We Collect and Store

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

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.

Log Data: When you use the Service, we automatically record information associated with your 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 Services. This may include the Device's Internet Protocol ("IP") address, browser type, locale preferences, identification numbers associated with your 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: In the course of using the Service, we may collect personal information that can be used to contact or identify you ("Personal Information"). Personal Information is or may be used: (i) to provide and improve our Service, (ii) to administer your use of the Service, (iii) to better understand your needs and interests, (iv) to personalize and improve your experience, and (v) to 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 and to monitor and analyse use of the Service, for the Service's technical administration, to increase our Service's functionality and user-friendliness, and 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. We may also share or disclose your information with your consent, for example if you use a third-party application to access your account (see below). Through certain features of the Service, you may also have the ability to 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 (including 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 access to your information only for purposes of performing these tasks on our behalf and under obligations similar to 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 Services 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 acceptable to you.

Compliance with Laws and Law Enforcement Requests; Protection of Greydot Mobile's Rights: We may disclose to parties outside Greydot Mobile information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (a) comply with a law, regulation or compulsory legal request; (b) protect the safety of any person from death or serious bodily injury; (c) prevent fraud or abuse of Greydot Mobile or its users; or (d) to protect Greydot Mobile's property rights. If we provide your information to a law enforcement agency as set forth above.

Business Transfers: If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Personal Information or Files, or if either, become subject to a different Privacy Policy. We will also notify you of choices you may have regarding the information.

Non-private or Non-Personal Information: We may disclose your non-private, aggregated, or otherwise non-personal information, such as usage statistics of 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 or 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 Web site 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 cannot guarantee its absolute security.

Our Policy towards Children

Our Services are not directed to persons under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or guardian becomes aware that his or her child has provided us with Personal Information without their consent, he or she should contact us. If we become aware that a child under 13 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 P.O Box 5403, Weltevreden Park, South Africa, 1715.

Changes to our Privacy Policy

This Privacy Policy may change from time to time. If we make a change to this privacy policy that we believe materially reduces your rights, we will provide you with notice (for example, by email). And 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 things.

- 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, Greydot Mobile (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services 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 deserved;
- 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, or to violate the privacy of others, or to defame others.

SECTION D: CODE OF CONDUCT AND SERVICE CHARTER

iCTEL PTY Ltd, 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 licences and all the relevant laws and regulations;

- 1.3 not unfairly discriminate against or between subscribers on the basis of 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 regard to their customer needs;
- 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:

- 2.1 be provided with 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 handling 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 handling 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 in order to perform a financial means test, in order to determine whether you will be in a position to meet your obligations under the intended agreement.

3.6 iCTEL is entitled to perform a financial means test each time when you apply for a service/product and package.

4 TARIFFS

4.1 The Code of Conduct Regulations prohibit any licence from providing any service to a consumer for a charge, fee or other compensation unless the price and terms and conditions of the provision of such service have 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 contracts 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.

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 web site: its registered name, email address, telephone and fax numbers and 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 and iCTEL must act fairly, reasonably, professionally and in good faith. In particular, pricing information for services must be clearly and accurately conveyed to customers and potential customers.

7.4 iCTEL does not unfairly discriminate against or between consumers on the basis of 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:

8.1.1 clearly communicate billing processes to consumers;

8.1.2 set out billing and billing complaint procedures in its bills;

8.1.3 inform consumers at the outset, if applicable, if credit referencing risk assessment will be applied; and

8.1.4 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 billing 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

10.1 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.

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 When faulty equipment is 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 3 (three) working days of receipt thereof.

12.5 iCTEL will formally resolve your complaint in writing within 14 (fourteen) 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

13.1 The Code of Conduct Regulations require that iCTEL ensures that its employees are trained with regard to the contents of their code of conduct.

14 FREEDOM OF EXPRESSION

14.1 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 web site. 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

16.1 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 web site.

17 CONTACT DETAILS

17.1 Address: A4 Westwood office, Kudu Str, 2170, Roodepoort

17.2 Postal address: P.O Box 5403 Weltevreden Park 1715

17.3 Email: [support](#)

17.4 Telephone: 010 5160400