



"Private Healthcare that touches lives"

OPTIMA SERIES POLICY WORDING

Introduction

Welcome to Medcall Health Optima: Policy Wording

MEDICALL HEALTH: (UMA/Product Provider)

Xperia Financial Services (PTY) Ltd t/a Medcall Health is an Authorised Financial Services Provider and registered with FSCA (Financial Sector Conduct Authority) FSP Number: 45551.

Our Day-to-Day Benefits are administered by Private Healthcare Administrators (**MHNP**)

Our funeral benefit is also underwritten by KGA Insurance

Our Stated Benefit Hospital Plan is marketed under the Long-Term Insurance Act as is Underwritten by Lion of Africa Life Assurance Company Ltd.

Lion of Africa Life Assurance Company Ltd (The Insurer)

Lion of Africa Life Assurance Company Ltd, (REG No 1942/015587/06), a registered Long-Term Insurer and Authorized Financial Service Provider (FSP: 15283).

Financial Sector Conduct Authority (FSCA)

The Insurer (s) are authorized and regulated by FSCA. Full details can be found on the FSCA website by visiting www.fsc.co.za

Intermediary / Financial Service Provider

The Intermediary is reflected in the General Schedule.

Contact: Please refer all general correspondence to the representative handling your account.

Complaints Procedures

The Insurer is dedicated to providing The Policyholder with a high-quality service, and want to maintain this at all times. If it is felt that a first-class service has not been offered or you wish to make an enquiry regarding this insurance, please first contact the intermediary who arranged this insurance.

If you are dissatisfied with the final response to your complaint after escalation to the Insurer, the Ombudsman for Long-term Insurance may be approached for assistance in respect of service or claims related matters.

Alternatively, for any advice related matters, a complaint can be lodged with the FAIS Ombudsman.

Both Ombudsman details appear in the Disclosure Notice below.

The Complaints Department

Telephone number: 021 461 8233

E-mail address: complaints@lionlife.co.za

Should you be unsatisfied with the complaints handling process of Lion of Africa in respect of any service or claims related matter, you can contact the **Ombudsman for Long-Term Insurance**:

<i>Postal Address</i>	<i>Physical address</i>	<i>Telephone</i>
Private Bag X45 Claremont Cape Town 7735	3 rd Floor Sunclare Building 21 Dreyer Street, Claremont, 7700	012 657 5000 0860 103 236
<i>Website</i>	<i>E-mail</i>	<i>Fax</i>
www.ombud.co.za	info@ombud.co.za	012 674-0951

If your complaint relates to the intermediary/ broker who provided advice, you can contact the **FAIS Ombud**:

<i>Postal Address</i>	<i>Physical address</i>	<i>Telephone</i>
PO Box 74571 Lynwood Ridge 0040	Sussex Office Park Ground Floor, Block B 473 Lynwood Road Lynwood 0081	012 470 9080 012 762 5000
<i>Website</i>	<i>E-mail</i>	<i>Fax</i>
www.faisombud.co.za	info@faisombud.co.za	086 764 1422 012 347 0221

You can access our Complaints Management Framework on www.medicalhealth.co.za

Data Protection

Any information about The Policyholder and or Insured Person(s) which The Policyholder and or Insured Person(s) provides to The Insurer(s) will be processed by The Insurer(s) in compliance with the provisions of the Protection of Personal Information Act 4 of 2013 as amended from time to time, for the purpose of providing insurance and handling Claims, if any, which may necessitate providing such information to third parties. Xperia Financial Services (MEDICAL HEALTH) will use the information supplied during the formation and performance of this policy for policy administration, customer services, the payment of claims and the production of management information for business analysis. We will keep this information for a reasonable period as prescribed by law.

Where sensitive personal data has been disclosed, including any medical information, MEDICAL HEALTH will also use this information for these purposes. MEDICAL HEALTH may also transfer certain information to countries that have the same or a similar level of data protection as South Africa for the above purposes. A contract will be in place to ensure the information transferred is protected. MEDICAL HEALTH may record telephone calls for quality control, fraud prevention and staff training purposes.

When personal or sensitive data is supplied to MEDICALL HEALTH about third parties other than the Policyholder and/or Insured Person(s), both during the formation and performance of this policy, MEDICALL HEALTH assumes that those third parties' consent to the supply of this information to MEDICALL HEALTH, processing this data, including sensitive personal data, and to the transfer of their information abroad. MEDICALL HEALTH will also assume that the supplier of the information is authorized to receive, on their behalf, any data protection notices.

MEDICALL HEALTH may share personal and sensitive personal information with the following organizations for the purposes described above:

- Our connected companies, service providers, agents and subcontractors including loss adjusters and claims investigators,
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally.
- other insurance companies about other insurance policies the Policyholder and/or Insured Person(s) may have.
- the police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims or as part of our money laundering check (in respect of our FIC obligations)

MEDICALL HEALTH works with the police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. As part of this MEDICALL HEALTH will share information about your claims with providers of software designed to assist in the detection of fraudulent claims.

MEDICALL HEALTH may also use commercially available databases to prevent money laundering. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you. Individuals whose information has been supplied to MEDICALL HEALTH are entitled to a copy of that information on payment of a fee and to have any inaccuracies corrected. Such information is available by contacting the Legal and Compliance Officer at MEDICALL HEALTH.

We do not use personal information for marketing purposes, nor do we share it with any other company for marketing purposes, unless consent to do so has been received in writing from you.

Policy Terms and Conditions

Insurance Agreement

Premium Payment

- The policyholder and the insurer agree that the policyholder is liable to pay the premium in advance
- This policy is issued in consideration of the payment of the premium stated in the schedule
- This insurance shall commence on the Effective Date shown in The Schedule
- Premiums are payable monthly to collection Agent (s) so authorized by the Insurer to collect premiums on behalf of the Intermediary in accordance with the conditions stated in the continuation of cover section.
- The premium due date will be the selected debit date of every calendar month where a premium is payable monthly.
- Where applicable pro-rata premium shall become payable for any Period of Insurance prior to the Premium Due Date and shall be collected on the Premium Due Date.

Continuation of Cover (where premium is payable by bank debit order)

The premium is payable every month before the beginning of the month to which cover applies.

If a premium is not received on the date the Collection Agent has been advised to collect premium, the policyholder will have a 30-day grace period in which to make the payment.

As a result of a Policyholders instruction not to honor the debit order, all cover under this Policy will end at midnight on the last day of the month for which premium has been received:

- For any reason other than stated above, the Collection Agent will present the policyholders debit order again and/or collect it with the debit order for the following month. If both premiums are collected the Policy will continue to remain in force. In the event that both debit orders cannot be collected this policy will end automatically from the first premium due date that the premium was not paid.
- Subject to above, Premium is due on the Premium Due Date, this insurance shall be deemed cancelled at midnight on the last day of the preceding Period of Insurance unless failure to make payment was as a result of inadvertent error on the part of the bank, paying Agent or Collection Agent(s)
- Premium received or collected by the Collection Agent(s) shall be deemed to have been received by the Insurer (s). The Insurers will not be obliged to accept Premium tendered to them, or to any Collection Agent(s) outside of the terms of trade agreed with the Collection Agent (s) but may do so upon such terms as it in its sole discretion may determine.
- In the event of the Insurer(s) not accepting a premium, the Policy will lapse from the date from which the premium became due. The Insurer (s) will not be liable for any claim that occurs prior to receiving the premium.
- The Insurer(s) will subject to the Terms, Conditions, Provisions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy.
- All information supplied to the Insurer(s) by the Policyholder shall be incorporated into and be the basis of this Policy.

General Definitions

The following General Definitions are applicable to the Policy as a whole:

Accident shall mean a sudden, unexpected external and specific event which occurs at an identifiable time and place, which results in Bodily Injury. The word 'Accidental' shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions, the Insurer(s) will consider it as having been caused by an Accident. This shall also include insect, spider or animal bites other than those causing Malaria.

Acquired Immune Deficiency Syndrome or AIDS has the meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a zero-positive test for HIV

Sport types include professional, semi- professional and amateur sports, but are not limited to rugby, netball, soccer etc.

Any One Event Limit shall mean the maximum amount shown in the Schedule of Benefits that the Insurer(s) will pay per Event. Where more than one Schedule of Benefits or Policy exists, one Limit, the greatest, shall apply overall.

Benefit(s) means the appropriate Sum Insured(s) selected as stated in the Schedule of Benefits and the Benefit Level so reflected in The Schedule.

Benefit Period means the maximum (but not necessarily consecutive) period for which Benefits are payable in respect of an Insured Person for any one Accident. The Benefit Period commences at the end of the Franchise Period, if any. In respect of Daily In-Hospital Cash following Accidental Bodily Injury the Benefit Period is up to a maximum period of 90 Days.

Bodily Injury means physical injury which is caused solely by Accidental means and which independently of Illness or any other cause results in the Insured Person's death or disability, within 12-calendar months from the date of the Accident. Bodily Injury shall exclude any psychological or psychiatric condition howsoever arising.

Business Sponsor means the Company or organization, shown in The Schedule, with whom we have worked to present this Policy.

Claims shall mean a demand for benefits under this policy by a claimant, irrespective of whether or not the claimants demand is valid, submitting a duly completed claim form and supporting documentation.

Claimant means a person who makes a claim in relation to this policy

Country of Domicile shall mean the country in which the Insured Person is habitually resident during the Period of Insurance.

Collection Agent(s) means the party / parties authorized by the Insurer(s) to collect receive, hold and deal with premiums for Policies in terms of section 45 of the Act.

Confinement means admission as an in-patient to Hospital for a period of greater than 24-consecutive hours on the advice of, and under the regular care and attendance of, a qualified medical practitioner which is medically necessary for the diagnosis and/or treatment.

Country of Domicile means the Republic of South Africa being the country in which the Insured Person is habitually resident during the Period of Insurance.

Daily Benefit means the maximum amount we can pay in respect of each 24-hour period of Confinement as stated in the Schedule of Benefits.

Date of Loss means

- for Hospitalisation, the first day of Confinement to a Hospital for a period exceeding 24-consecutive hours.
- for Accidental Death, Accidental Disability, Emergency Medical Evacuation and In-hospital Medical
- the date of accident

Day means a period of 24-consecutive hours of Hospitalisation subject to the Franchise Period and excluding the day of discharge.

Dependents means the Spouse and children as defined

Exclusions means thee losses or risk events not covered under this policy

Effective Date means the day, month and year shown in The Schedule that cover shall commence. Any amendment to this insurance shall be effective from the Effective Date shown by endorsement.

Effective Time shall mean the time during the Period of Insurance which cover is effective as stated in the Schedule.

Eligible Person means the Insured Person who is domiciled in the Republic of South Africa, is aged 18 (except in respect of Children) or over and has not reached 65-years of age before the Effective Date and must not be serving in the armed forces or any country or international organization. Where cover has been purchased by a company or Business Sponsor, Eligible Person shall mean the Employee, or the active accountholder of the company provided such Insured Person meets the eligibility criteria.

Emergency shall mean Bodily Injury caused by an Accident requiring 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 part or would place the Insured Persons life in serious jeopardy.

Employee(s) means an Insured Person(s) in active employment at the Date of loss under a contract of service or apprenticeship with the Policyholder.

Emergency Medical Evacuation means the transfer of an Insured Person following Accidental Bodily Injury to the closest appropriate location to obtain necessary Emergency Medical Treatment provided that such Evacuation is;

- Medically necessary; and
- Organized by the appointed Service Provider

Emergency Medical Treatment means a Qualified Medical Practitioner's medical advice, treatment, consultations and/or prescribed or repeat maintenance medication, necessarily incurred by the Insured Person on advice of a Qualified Medical Practitioner appointed by the Insurer(s) within a hospital.

Event shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific incident occurring at an identifiable time and place. The duration and extent of an Event shall be limited to 72- consecutive hours and within a 20-kilometer radius of the place where the Accident occurred. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

Excess means the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

Excess Period shall mean the initial period during which no Benefit is payable.

Franchise Period in respect of Hospital Confinement means the initial period during which no Benefit is payable unless the Insured Person is hospitalised for a period of greater than 24-consecutive hours.

Full Time Education means a program of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either full-time study or a combination of study and work experience as long as at least two thirds of the total time for the course is spent on study.

Hazardous Activity means aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.

Hospital means a registered medical facility (other than an institution for the aged, terminally ill or convalescent rest or nursing home and/or drug or alcohol rehabilitation facilities) operated pursuant to the law for the care and treatment of injured or sick persons with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

Hospital Confinement shall mean admission to a Hospital as an In-Patient as a result of Bodily Injury for a continuous period of 24-hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

In-Patient shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Insured Event shall mean the list of insured events stated in the Schedule of Benefits

Immediate Family Members means 1-Partner and up to a maximum of 3- Dependent Children of the Insured Person for whom a premium has been paid under the Family Cover Plan.

Inception Date means the first date the Insured Person(s) joins this insurance program.

Insured Person shall mean any person or category of persons between the ages of 18 and 65-years shown as being an Insured Person in the Schedule of Benefits. Cover applies until the end of the Period of Insurance in which the Insured Person attains the age of 70-years or the date upon which the Insured Person ceases their employment with the Policyholder,

Jurisdiction means Insured Persons residing in the Republic of South Africa.

Level means the benefit level selected as stated in The Schedule of Benefits and reflected in the Schedule.

Loss of Hearing shall mean total and irreversible loss of hearing of all sound confirmed by medical evidence relying on audio-metric and sound-threshold tests without expectation of recovery.

Loss of Intellectual Capacity shall mean severely restricted sensory and motor functioning (as determined by a Qualified Medical Practitioner appointed by the Insurer(s)) following Bodily Injury resulting in substantial loss of self- protection and self-care skills and requiring constant aid and supervision for the remainder of the Insured Persons life.

Loss of Limb shall mean:

- the permanent total loss of use of an entire hand or arm; and
- in respect of a leg: physical severance or total loss of use above the level of the ankle (talotibial joint)

Loss of Sight shall mean total and irreversible loss of sight confirmed by medical evidence of a qualified ophthalmic specialist and the Insurer(s) are satisfied that the condition is permanent and without expectation of recovery.

Loss of Speech shall mean total and permanent loss of the ability to make a comprehensible word or an understandable verbal language.

Multi-Engine Fixed Wing Aircraft shall mean any multi-engine fixed wing aircraft operated by a licensed commercial carrier operating from internationally or locally recognised airports.

Nominated Beneficiary shall mean the person/s nominated by the principal member, to receive the benefit, subject to the terms and conditions set out in this policy and in the policy schedule. Such person/s must be nominated in writing and may be amended any time prior to the death of the Principal Member.

Paraplegia shall mean a Permanent Disability which results in complete paralysis of the lower half of the body including both legs.

Partner shall mean a person recognised in South African Law as the Insured Person's spouse or someone of either sex with whom the Insured Person co-habits as though they are their spouse at the time of the Insured event. Cover is limited to one nominated partner where a person has more than one.

Period of Insurance the period commencing from the Effective Date and monthly thereafter for which the premium has been paid.

Permanent and Incurable Paralysis shall mean the complete and permanent loss of use of arms or legs, or one arm and or leg, through paralysis.

Permanent and Total Loss shall mean the loss by physical severance or the permanent and total loss of use of a hand, foot, thumb, finger, toe, arm or leg.

Permanent Disability means a disability which has lasted for at least 12-months and which in the Insurer(s) opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life. Benefit shall become payable once the degree of Disability has been confirmed and established by appropriate medical evidence.

Permanent Disfigurement shall mean disfigurement of the external features or appearance including scarring as a result of a surgical procedure required as a direct result of an Accident.

Plan means the option reflected in the Schedule and for which the appropriate premium is being paid. The following Plans are available:

Individual Cover means cover shall apply in respect of 1 named Policyholder as stated in The Schedule ZAMEDICALL HEALTH7003;

Family Cover means the Policyholder and if applicable 1 partner of the Policyholder and up to a maximum of 3- Dependent Children of the Policyholder as stated in The Schedule MEDICALL HEALTH;

Policy shall mean the contract of insurance embodied in this document, all Schedule(s), memoranda and any subsequent endorsements, amendments and declarations in respect of this document.

Policyholder means the company or individual stated in The Schedule who has purchased this insurance and is responsible for the payment of premium.

Premium Due Date means the selected debit date that the Policyholder has elected for premiums to be paid or in the case of a group/company when invoice is issued.

Pre-existing condition means a medical condition or disability which existed at any time before an Insured Person's Inception Date of this insurance.

Qualified Medical Practitioner mean a person registered with a current legal license to practice medicine under the laws of the country in which they practice other than an Insured Person or a member of the immediate family of the Policyholder or of an Insured Person.

Repudiation means any action by the insurer rejects or refuses to pay a claim, or any part of a claim, for any reason and includes instances where a claimant lodges a claim:

- in respect of a loss event or risk not covered by this policy and
- in respect of a loss event or risk covered by this policy but the premium or premium payable in
- in respect of the policy are not paid and the “repudiation” shall have a corresponding meaning

Service Provider means the party authorised by the Insurer(s) to conduct the Emergency Medical Evacuation.

Sum Insured shall mean the maximum amount of cover up to which the Insured or Insured Person can claim.

The Schedule indicates the Plan and Level applicable to an Insured Person and for which the appropriate premium has been paid to Insure(s). If the Schedule does not correctly record the insurance applied for, or if any agreed endorsement has not been issued or has been issued incorrectly, the Intermediary, Loyalty Life Management Services (Pty) Limited should be notified as soon as possible.

Territorial Limits means the following territories Angola, Botswana, Lesotho, Malawi, Mauritius, Mozambique, Namibia, South Africa, Swaziland, Tanzania, Zambia, Zimbabwe.

Variation shall mean Any act that results in a change to the premium, any terms, any conditions, any policy benefits, any exclusions or the duration of this policy and “vary” and “Variations” shall have corresponding meaning.

Waiting periods means the period which a principal member and any dependents and/or extended family members, are not entitled to Policy Benefits and is the period subsequent to the participation date, and stipulated in the Participation certificate, in which no benefits to the principal insured or any dependent member will be paid.

War shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

Operative Clause in respect of Items

If during the Period of Insurance an Insured Person sustains Bodily Injury during the Effective Time, which solely and independently of all other causes results, within 12 calendar months of the Accident, in an Insured Event, the Insurer(s) agree to compensate the Policyholder, the compensation stated in the Schedule of Benefits in accordance with the percentage specified in Items 1 – 2 of the Table of Benefits.

Insured Events

Accidental Death

Where Bodily Injury results in the death of an Insured Person, the Insurer(s) will compensate the Policyholder up to, but not exceeding, the amount shown in the Schedule of Benefits. The percentage payable shall be as shown in The Table of Benefits

Permanent Total Disability

Where Bodily Injury results in the Permanent Total Disability of an Insured Person, the Insurer(s) will compensate the Policyholder up to, but not exceeding, the amount shown in the Schedule of Benefits. The percentage payable shall be as shown in the Table of Benefits.

Emergency Medical Evacuation and Emergency In-Hospital Medical Expenses

In the event that an Insured Person sustains Bodily Injury which requires Emergency Medical Evacuation and Emergency In- Hospital Medical Expenses within 30-days from the date of the Accident, the Insurer(s) will pay the Service Provider up to, but not exceeding, the amount shown in The Schedule in respect of expenses necessarily incurred.

In-Hospital Daily Benefit following Accidental Bodily Injury

In the event that an Insured Person sustains Bodily Injury which, independently of Illness or any other cause, results in Emergency Hospital Confinement, the Insurer(s) will pay the Policyholder the amount shown in The Schedule for each Day of such Emergency Hospital Confinement up to the Benefit Period shown the Schedule of Benefits.

Please refer to the Specific Conditions section of this Policy for any specific conditions relating to any Insured Event.

Schedule of Benefits	
	The Benefit Payable
	Level 1
1. Accidental Death	R100 000
2. Accidental Disability	R100,000
2.1 Permanent Total Disability	
2.2 Permanent Disability	Such % as specified for the particular disability
3. Emergency Medical	
Evacuation and Emergency In-Hospital Medical Expenses	
Actual Expenses up to a maximum of:	R500 000 per annum up to a maximum or R150 000 per accidental event
4. In-Hospital Daily Benefit Following Accidental Bodily Injury:	
Subject to the Benefit Period	
of a maximum of 20-Days	
subject to the Franchise Period of 20 days per annum	R1,000 Per Day
5. Hospital Trauma (Stabilisation following emergency An Emergency Room/Trauma Room Benefit is payable in the event of a life-threatening incident, as assessed and authorized by Medical Healthcare)	Up to a maximum of R20 000 per member.
6. Ambulance All members enjoy the benefit of ambulance services when an ambulance service is required for an accident or life-threatening emergency as assessed by the emergency call center	Up to R35 000 per event

Schedule of Compensation	
	The Benefit Payable
1. Accidental Death	100% of the Sum Insured specified in the Schedule of Benefits
2. Accidental Disability	100% of the Sum Insured specified in the Schedule of Benefits
2.1 Permanent Total Disability	100% of the Sum Insured specified in the Schedule of Benefits
2.1.1 Permanent Total Disability as a result of an Accident	100% of the Sum Insured specified in the Schedule of Benefits 100% of the Sum Insured
2.1.2 Permanent Total Disability as a result of exposure to the elements of nature as a direct result of an Accident	100% of the Sum Insured specified in the Schedule of Benefits
2.2 Permanent Disability	100% of the Sum Insured specified in the Schedule of Benefits
2.2.1 Permanent and Total Loss of One Hand or One Foot	100% of the Sum Insured specified in the Schedule of Benefits
2.2.2 Permanent and Total Loss of Both Hands or Both Foot	100% of the Sum Insured specified in the Schedule of Benefits
2.2.3 Permanent and Total Loss of Hearing in Both Ears	100% of the Sum Insured specified in the Schedule of Benefits
2.2.4 Loss of Intellectual Capacity	100% of the Sum Insured specified in the Schedule of Benefits
2.2.5 Permanent and Total Loss of Sight in Both Eyes	100% of the Sum Insured specified in the Schedule of Benefits
2.2.6 Permanent and Total Loss of Sight in One Eye	100% of the Sum Insured specified in the Schedule of Benefits
2.2.7 Permanent and Total Loss of Speech	100% of the Sum Insured specified in the Schedule of Benefits
2.2.8 Permanent and Incurable Paralysis	100% of the Sum Insured specified in the Schedule of Benefits
3. Emergency Medical Evacuation	Actual Expenses incurred up to the Sum Insured specified in the Schedule of Benefits
4. Daily In-Hospital Cash	100% of the Sum Insured specified in the Schedule of Benefits

General Conditions

Meaning of words, The Policy, all Schedule(s), memoranda and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

Official version Communication of and in connection with this Policy shall be in English

Variations, Amendments, Definitions, Conditions, Exclusions, Terminations, Policy Schedules and any Endorsements will apply.

- to any subsequent increase in Benefits from the date of such increase;
- any Insured Person being added to this Policy from the date of acceptance onto the Policy.

Country of Domicile Any reference to the Republic of South Africa shall, where the context permits, be construed as including a reference to an Insured Person's Country of Domicile where the Insured Person is not domiciled in the Republic of South Africa.

Jurisdiction This Policy shall be governed and construed in accordance with the Law of the Republic of South Africa and the South African Courts alone shall have jurisdiction in any dispute.

Rights to the Policy Only the Insurer(s) and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may not be varied or cancelled without the consent of any third party.

Cession Subject to General Condition 10, all Benefits under this Policy may not be ceded and/or assigned by the Policyholder. The Insurer(s) shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession and/or assignment or other dealing with or relating to this Policy.

Interest No sum payable by the Insurer(s) under this Policy shall carry interest.

Misrepresentation / Non-disclosure This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder.

Observance of Policy Where the Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain manner specified in this Policy the Insurer(s) reserves the right not to pay a claim.

Discharge Notwithstanding General Condition 6, where in relation to any Claim the Policyholder, at its discretion, directs the Insurer(s) to do so, the Insurer(s) shall pay Benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of the Insurer's liability to indemnify or pay the Benefits concerned.

Cancellation: The Insurer(s) may cancel;

- this Policy by giving 31-days' written notice to the Policyholder at their last known address and in such event the Premium for the period up to the date when the cancellation takes effect shall be calculated and the Insurer(s) shall promptly return any unearned portion of the Premium paid;
- the Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity.

Cooling-off Period the Policyholder may cancel this Policy within 31-Days after the receipt of this policy document, or within 31 days on which it can be reasonably deduced this policy document has been received or within 31 days from the Effective Date should this insurance not meet the Policyholder's requirements provided no claim has been lodged or any benefit paid against this Policy. The Policyholder shall be entitled to a refund of premium paid, less any administration fees applicable to this Policy.

Cancellation by the Insurer(s) The Insurer(s) may cancel;

- This Policy by giving 31-days' written notice to the Policyholder at their last known address; and

Cancellation by the Policyholder: The Policyholder may cancel this Policy by giving 30-days written notice to the Insurer(s)

Maximum Payable

All benefits shall be limited to the maximum amount of the benefit stated in the schedule in respect of any one accident. Limited to a total overall per any one life per any one accident of:

Level 1: R500 000 per annum to a maximum of R150 000 per event

In respect of Accidental Disability, the total amount payable shall not exceed 100% of the amount shown in The Schedule Item 2, in respect of any one Accident.

Contributory Conditions Any contributory degenerative condition or disability (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by the Insurer(s) in assessing the level of Benefit(s) payable.

Waiting period, A waiting period of 30-days shall apply to

- Additional Insured Persons, added to this Policy after the Inception Date; and
- The increased portion of the sum insured.

The waiting period shall only be applicable to Illness covers. Cover in respect of all Accidental Benefits shall become effective immediately upon the addition of additional Persons Insured or upon an increase in Benefits.

Heart Attack If an Insured Person dies as a direct result of a road or traffic Accident of which the cause or the consequence could be a heart attack, the Insurer(s) shall deem the Accident to be an Insured Event.

VAT All Sums Insured, first loss amounts, indemnity limits or insured values, by whatever name such are referred to are expressed on a VAT inclusive basis.

Tax Liability The onus shall always be upon the Policyholder and/or Insured Person to ascertain, correctly admit and pay any tax liability in respect of any Benefit paid.

Other Products the Insurer(s) do not accept any liability for any financial products and/or services sold or provided or underwritten in conjunction with this Policy by any other insurance, assurances and/or assistance companies including medical aid societies, financial service providers or the like.

Limitation of Benefits the Accidental death sum insured in respect of any minor shall be limited to that which is allowed by Government Legislation as amended from time to time

Compensation in respect of Accidental Medical Reimbursement shall only be payable for expenses incurred in the Insured Person's Country of Domicile or where the Accident Occurred Insured Person's Country of Domicile or where the Accident occurred.

If, in the opinion of a Medical Practitioner appointed by the Insurer(s), the Insured Person requires Emergency treatment other than in the Insured Person's Country of Domicile or where the Accident occurred, written authorisation from the Insurer(s) is required prior the incurring of such costs.

SPECIAL CONDITIONS

In respect of Item 3 of the Schedule of Benefits, Emergency Medical Evacuation:

- Every Event Where a Policyholder or an Insured Person has an evacuation plan or any form of medical aid, medical insurance or similar by any other name, such fund must act as a first response in respect of costs associated in respect of Evacuation. The Evacuation Benefit provided by this insurance is supplemental to any other programs or cover currently in place.

In respect of Item 4 of the Schedule of Benefits, Daily In-Hospital Cash; Successive periods of Hospital Confinement due to the same Bodily Injury or related causes will be considered as one continuous period unless separated by 180-days during which an Insured Person is not confined to a hospital as the result of such Bodily Injury.

Claims Provisions

In the event of any occurrence likely to give rise to a claim under this Policy, written notice shall be given to the Intermediary as soon as reasonably possible after the date of the occurrence but no later than 30-days of the Event. All claims must be notified to the Insurer(s) no later than 60-days of the Event.

1. The Insured Person shall as soon as possible after the occurrence of any Event other than Accidental Death, obtain and follow the advice of a Qualified Medical Practitioner, co-operate with and follow the advice of an independent rehabilitation case manager were appointed by the Insurer(s) and the Insurer(s) shall not be liable for any consequences of the Insured Person's failure to co-operate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

Obligation of Policyholder and/or Insured Person

The Policyholder and/or Insured Person shall at their own expense furnish to the Insurer(s) such certificates, information and evidence as the Insurer(s) may from time to time reasonably require in the form prescribed by the Insurer(s). The Insurer(s) shall be allowed at its own expense, upon reasonable notice to the Insured Person to request a medical examination of an Insured Person as appropriate. In the event of the death of an Insured Person the Insurer(s) shall have the right to the results of the post-mortem examination or toxicology results before settlement of the claim where applicable.

Paying Claims / Beneficiary

Subject to General Conditions 4, all Benefit payable shall be payable to the Policyholder. In the event of the death of an Insured Person, the Benefit payable for death will be paid to the Insured Persons' nominated beneficiary, Estate or legal representative.

Dispute

In the event that the Insurer(s) declines to indemnify the Policyholder, the Policyholder may within a period of not less than 90-days after receipt of our notice, make written representation to the Insurer(s) in respect of that decision and the Insurer(s) will respond in writing within 45-days of receipt of such representation notifying the Policyholder of our decision

Should the Policyholder not be satisfied with the decision of the Policyholder Claims Condition 5 above, the Policyholder may issue written summons against the Insurer(s) within 12-months of the expiry of the 90-day period for representation, failing which all benefits under such claim shall be forfeited

Excess

Any Excess and/or Excess Period, where applicable, will apply separately under each section, in respect of each and every claim and for each Insured Person

Foreign Currency

Claims involving foreign currency will be converted into the currency in which the Premium and

Benefits/indemnity limits are shown, at the selling rate of exchange published by the Insurer(s) bankers on the day nearest to the date of claims settlement

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Policyholder and/or Insured Person or anyone acting on their behalf or their legal representative to obtain Benefit under this Policy, the Insurer(s) shall be under no liability in respect of such claim

General Exclusions

The Insurer(s) shall not be liable to pay any Benefit for any Insured Event caused by or arising directly or indirectly from:

- Bodily Injury resulting from the Insured Person suffering from Illness, sickness or disease which is not itself the direct result of Bodily Injury.
- Engaging in underground activities, including mining and prospecting activities, occupational or other activities requiring the use of explosives.
- Repetitive stress (strain) injury or syndrome or any gradually operating cause.
- Any pre-existing condition.
- Any psychological or psychiatric condition.
- Injury affecting the spine or the musculature, ligamentous system, cartilages, dura, nervous system or blood supply to the spine other than once during any 12-month period of insurance from the Effective Date of the Policy and each 12- month anniversary thereafter.
- Dental or optical treatment, except as a result of Bodily Injury.
- Any congenital abnormality and any conditions arising or resulting therefrom.
- Routine physical or any other examinations where there is no objective impairment in health, or an admission for pain management.
- Abortion, miscarriage, pregnancy, complications arising from childbirth or any condition arising therefrom unless as a direct result of an Accident.
- Any stress-related condition or complaint.
- Any investigative treatment, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency; or for psychotic or psychoneurotic or any other mental related disorders.
- Human Immunodeficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS related complex (ARC) other than if contracted as a result of a blood transfusion given by a qualified medical practitioner following Accidental Bodily Injury. Such onus will rest upon the Insured Person to prove that HIV contracted was as a direct result of a blood transfusion following Accidental Bodily Injury.
- Sickness declaring itself within the first 90 (Ninety) days after the inception of this Policy.

- Bodily Injury resulting from willful or deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person committing or attempting to commit suicide or intentionally inflicting self- injury.
- The Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device, or for the purpose of any trade or technical operation therein or thereon.
- This insurance shall not cover Losses arising from travel booked as a passenger, pilot or aircrew member of any privately chartered aircraft or on a non-scheduled passenger airline flight.
- Bodily Injury resulting from the Insured person being under the influence of or in a state of “intoxication” of any controlling substance whilst driving any motorised or mechanically operated vehicle unless administered on the advice of a Qualified Medical Practitioner and taken in accordance with the Qualified Medical Practitioner instructions. The term intoxication” shall mean having a blood alcohol level concentration (BAC) greater than the statutory limit at the time of the Accident, or the level applicable according to prevailing legislation where the Accident occurs, whichever is the lesser.
- Bodily Injury resulting from being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Qualified Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Qualified Medical Practitioner, but not in respect of the treatment for the abuse of such drugs or narcotics.
- The direct participation of the Insured Person in any labor disturbances, strike, lock-out, riot, civil commotion or public disorder.
- Active service or on duty with or undergoing training with any military, police force, militia or paramilitary organisation.
- War, whether declared or not in the Insured Person’s Country of Domicile or residence.

Policy termination

All cover under this Insurance will end on the earliest of the following;

- 1 On the date this Policy is cancelled.
- 2 In the event on non-payment of the premium, from the date the premium is owed.
- 3 In respect of an Insured Person, upon their Death.
- 4 In respect of the Partner and or Children of the Policyholder on the date that such Insured Person ceases to be eligible as defined herein.
- 5 Where cover has been purchased by a company or business sponsor, where an Insured Person is no longer an employee or active accountholder.
- 6 In respect of an Insured Person on the attainment of 64-years of age.

Cover will cease at midnight on the day this Policy ends.

