



Constantia

Constantia Insurance Company Limited

Registration No. 1952/001514/06

GAP COVER POLICY

MASTER POLICY

No: 110/2004

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the receipt 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 terms exceptions conditions and provisions of the policy the Company agrees to pay the principal insured person for an insured incident occurring during the period of insurance up to the limit of indemnity stated for the insured person and the benefit as stated in 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

The following words and expressions shall have the following meanings:

1. **“Accident”** means bodily injury caused by violent accidental and external physical means
2. **“Eligible child”** means a child including a legally adopted child or stepchild of a principal insured person who is an eligible dependant child on the principal insured persons medical aid scheme and who is not already insured under this policy or any other insurance issued by the Company providing similar cover

As soon as such child ceases to satisfy the conditions above such child will no longer be an eligible child and will therefore no longer be covered under this Policy

3. **“Eligible member”** means
 - a. a member who is in a category of paid up members as designated by the Insured and accepted by the Underwriter as eligible for participation in the insurance provided by this policy and
 - b. such other person as the Company may from time to time deem eligible
4. **“Eligible spouse”** means the spouse of the principal insured person who is not already insured under this section or any other policy issued by the Company providing similar cover

For the purpose of the Policy “Eligible spouse” shall include a party to a customary union according to Black Law and custom or union recognised as a marriage under the tenets of any Asiatic religion

Where a person shares an abode with a principal insured person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse

Should a principal insured person have more than one spouse who could qualify as an eligible spouse then that principal insured person must make an irrevocable nomination of one eligible spouse to whom the benefits provided by this policy are to apply

No benefits will be paid in respect of an eligible spouse if more than one person qualifies as such and no nomination has been made by the principal insured person

On the death of the principal insured person the cover of the eligible spouse under this policy may be continued should such spouse elect to do so within sixty (60) days of the death of the principal insured person

5. **“Family”** means the principal insured person and such person’s eligible spouse provided such spouse is an insured person but not a principal insured person and such person’s eligible children provided they are insured persons
6. **“Hospital”** means any institution in the territory of RSA which in the opinion of the Company meets each of the following criteria:
 - a. Has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of insured and sick persons by or under the supervision of a staff of medical practitioners
 - b. Provides nursing service supervised by registered nurses or nurses with equivalent qualifications
 - c. is not other than incidentally either a mental institution or a convalescent home
 - d. is not a place of rest for the aged or a place for drug addicts or alcoholics or a health hydro or natural cure clinic or similar establishment
 - e. is not an institution providing long-term care for the blind deaf dumb or other handicapped persons
7. **“Illness”** means any one somatic illness or disease which manifests itself during the period of insurance and includes premature senile degenerative changes but not an illness which is of such a nature as to be incapable of diagnosis by objective evidence or which though capable of diagnosis by such evidence has not been so diagnosed
8. **“Incident”** means any one accident or illness which causes an insured person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations
9. **“Insured person”** means a principal insured person or an eligible spouse of a principal insured person (if spouse’s cover has been granted) or an eligible child of a principal insured person (if dependant’s cover has been granted)
10. **“Medical and surgical procedure and /or operation”** means any procedure in Recommended Scale of Benefits issued by the National Reference Price List (NRPL)

In the event of a procedure and/or operation not being listed the Company will agree an appropriate allocation of units in consultation with an independent medical practitioner

11. **“Medical practitioner”** means a legally qualified registered medical practitioner
12. **“Travelling”** means travelling in any country other than the Republic of South Africa
13. **“Participating employer”** means the employer named in the schedule employing the eligible employee under a contract of service or apprenticeship of a registered medical aid fund
14. **“Participating group”** means the employer group to which the participating employer belongs
15. **“Principal insured person”** means an eligible employee of the participating employer or individual member who elects to insure under this policy provided that in the event of a husband and spouse both being eligible employees and if cover for both spouses is granted then the older spouse will be deemed to be the principal insured person

A principal insured person may elect prior to normal retirement date or elected retirement date to remain a principal insured person for purposes of this policy after his retirement date

16. **“Treatment”** means any form of investigation or examination by or consultation with or treatment by a medical practitioner for the purpose of treating or monitoring an insured person’s medical condition arising out of an insured incident
17. **“Hospital Confinement”** means admission to a hospital ward
18. **“Schedule”** means the Schedule attaching to and forming part of this Policy

DEFINED EVENTS

1. In the event of an insured person suffering an insured incident (as defined) which necessitates the insured person
 - a. being confined to hospital and
 - b. undergoing medical or surgical procedures and/or operations (as defined) or treatment (as defined) whilst in hospital
2. The necessity for chemotherapy or radiotherapy for the treatment of cancer on an out-patient basis, or the necessity for kidney dialysis on an out-patient basis
3. The necessity for out-patient treatment for the following procedures:
 - a. General Surgery
 - i. Surgical biopsy of breast lump
 - ii. Hernia repairs
 - Inguinal hernia
 - Femoral hernia
 - Umbilical hernia
 - Epigastric hernia
 - Spigelian hernia
 - iii. Ischio-rectal abscess drainage
 - iv. Closure of colostomy
 - v. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)
 - vi. Lymph node biopsy
 - b. Urology
 - i. Vasectomy
 - ii. Cystoscopy
 - iii. Orchidopexy
 - iv. Prostate biopsy
 - c. Ophthalmology
 - i. Cataract removal
 - ii. Pterygium removal
 - iii. Trabeculectomy
 - d. ENT surgery
 - i. Direct laryngoscopy
 - ii. Tonsillectomy
 - Laser
 - Conventional
 - iii. Nasal surgery (Turbinectomy and Septoplasty)
 - iv. Sinus surgery (FESS)
 - v. Myringotomy

- vi. Grommets
- e. Orthopaedic
 - i. Arthroscopy
 - ii. Carpal Tunnel Release
 - iii. Ganglion surgery
 - iv. Bunionectomy
- f. Paediatric surgery- Orchidopexy
- g. Hepatobiliary surgery - Needle biopsy of the liver
- h. Cardiothoracic surgery - Bronchoscopy
- i. General medical cardiology
 - i. Coronary angioplasty
 - ii. Coronary angiogram
- j. Neurology - 48-hour halter EEG
- k. Immunology - Plasmapheresis
- l. Gastroenterology
 - i. Oesophagoscopy
 - ii. Gastroscopy
 - iii. Colonoscopy
 - iv. ERCP
- m. Diagnostic radiology
 - i. Myelogram
 - ii. Bronchography
 - iii. Angiograms
 - Carotid
 - Cerebral
 - Coronary
 - Peripheral
- n. Obstetrics & gynaecology
 - i. Tubal ligation
 - ii. Childbirth in a non-hospital setting
 - iii. Incision and drainage of Bartholin's cyst
 - iv. Marsupialisation of Bartholin's cyst
 - v. Cervical laser ablation
 - vi. Hysteroscopy
 - vii. Phototherapy
 - viii. Dilation and curettage
- o. Hyperbaric oxygen treatment for:
 - i. Radionecrosis
 - ii. Malunion of major fractures
 - iii. Avascular leg ulcers
 - iv. Decompression sickness
 - v. Chronic osteitis
 - vi. Serious anaerobic infections

the Company will pay to the principal insured person an amount in accordance with the insured benefits elected by the principal insured person

GENERAL MEMORANDA

1. The table of benefits applies in the territory of the Republic of South Africa
2. The Company reserves the right to alter the basis on which the benefit is calculated by giving thirty (30) days written notice of any change to the participating employer or individual member
3. No benefits are payable for expenses incurred for transport charges or for services rendered whilst being transported in any emergency vehicle vessel or aircraft

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 surgery for obesity 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 event otherwise insured
3. Cosmetic surgery shall include surgery for breast reduction or reconstruction unless necessitated as a result of treatment for cancer
4. Routine physical or any procedure of a purely diagnostic nature or any other examination where there are no objective indication of impairment in normal health and laboratory diagnostic or X-ray examinations except in the course of a disability established by prior call or attendance of a physician
5. Suicide attempted suicide or intentional self-injury
6. 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
7. Drug addiction
8. An event directly attributable to the insured person having an alcohol content exceeding eighty milligrams per one hundred millilitres of blood or the insured person suffering from alcoholism
9. Participation in
 - a. Active military duty police duty police reservist duty civil commotion labour disturbances riot strike or the activities of locked out workers
 - b. Aviation other than as a passenger
 - c. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel craft or aircraft)

GENERAL CONDITIONS

1. *Claims*

Following an insured event the Insured shall at his own expense

- a. as soon as possible notify the administrators of any claim in writing but not later than six (6) months from treatment for such incident
- b. supply in writing any such proof or other information as the Company may reasonably request
- c. as often as required provide authority for the Company to inspect all current and/or past medical or other information including the results of any blood tests and submit to medical examination on behalf of and at the expense of the Company
- d. Where the insured person is not a principal insured person the principal insured person shall provide or obtain the necessary permission or consent to comply with this condition failing which all benefits in respect of any claims the subject of this condition shall be avoidable
- e. Any claim in terms of this policy will prescribe after 12 calendar months from the date of occurrence of the insured incident if the claim is outstanding and not a subject of a then pending court case
- f. Any benefit payable in respect of hospital confinement shall only become due at the end of a period of such confinement
- g. However payments on account can be made to the principal insured person at the end of a thirty (30) day period of hospital confinement at the discretion of the Company
- h. All benefits payable shall be paid to the principal insured person his legal representative or the participating employer whose receipt shall in every case be a full discharge to the Company
- i. No benefit payable shall carry interest

2. *Premiums*

- a. The premium is due monthly in arrears and if it is not received by the Company by the fifteenth (15th) day of the calendar month following the due date then this policy shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance
- b. Subject to the approval of the Company the annual premiums due may be paid in monthly installments each of which will be due on the first (1st) day of each calendar month during the period of insurance but payable not later than the fifteenth (15th) day of the calendar month following the due date
- c. Due date will be the first (1st) day of every calendar month
- d. A full month's premium is due in respect of any insured person whose cover commences or ceases during a calendar month if such person enjoyed cover for fifteen (15) days or more in that particular month

3. *Termination of cover*

- a. This policy may be cancelled at any time by the Company giving sixty (60) days notice in writing
- b. The participating group or individual member may cancel this policy at any time by giving sixty (60) days notice in writing
- c. An incident will only qualify if the hospitalisation 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

4. *Medical examination*

Payment of any benefit is conditional on the Insured supplying such medical evidence as is required and if requested by the Company an insured person undergoing any medical examination at the Company's expense

5. Jurisdiction

The policy shall be subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country

Where payment is to be made to or by the Company it shall be made in the currency of the Republic of South Africa 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 for which the premium has been paid by or for the insured person

7. Amendments

The company reserves the right to adjust the premiums by giving sixty (60) days written notice to the participating employer or individual member

8. Premium payment

The Company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine

9. Cover

- a. Cover shall only be in force provided that the insured person is registered with a medical aid society
- b. No benefit shall be payable in respect of any medical or surgical treatment and/or operations unless such treatment occurred during the period of hospital confinement as an in-patient or during chemotherapy or radiotherapy as an out-patient for the treatment of cancer or during treatment as an out-patient for the necessity of kidney dialysis
- c. No ward fee benefits shall be payable in respect of any additional costs incurred as a result of confinement to a private ward if such confinement to a private ward was requested by the insured person

TABLE OF BENEFITS

A benefit equal to actual cost limited to four (4) times the National Reference Price List less the National Reference Price List tariff for treatment received whilst as an in-patient in hospital (as defined)

LIMITATION

The maximum benefit payable in terms of this policy shall be as follows:

- a. R100,000 in aggregate per annum per Insured person
- b. R200 000 in aggregate per annum per Family