

This is not a medical scheme and the cover is not the same as that of a medical scheme. This policy is not a substitute for medical scheme membership.

SWEATSAFE HOSPITAL CASH PLAN 50/100 MASTER POLICY WORDING

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the acceptance thereof by or on behalf of Guardrisk 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 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. The application form and declaration completed by the Insured Person and/or Principal Insured Person are the basis 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. The following words and expressions shall have the following meanings:

1. **“Accident”** means bodily injury caused by violent accidental and external physical means.
2. **“Company”** means Guardrisk Insurance Company Limited, Reg. 1992/001639/06, FSP No.75.
3. **“Eligible Child”** means a child who is by way of natural/ biological child born of or stepchild or legally adopted child placed under the foster care of the Principal Insured Person and who has not attained the age of twenty one (21) and who is not already insured under this policy or any other insurance issued by a company providing similar cover.

This age may be extended in respect of an unmarried child who is a dependant on the Principal Insured, who has not attained the age of twenty six (26).

There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, always provided that the children are wholly dependent on the Principal Insured Person for support and maintenance.

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 a company providing similar cover

For the purpose of the Policy “Eligible Spouse” shall include a party to any union acceptable according to South African Law.

5. **“Family”** means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined) provided that the Eligible Spouse and Eligible Child are Insured Persons.
6. **“General Anaesthetics”** means a drug that brings about a reversible loss of consciousness generally administered by an anaesthetist in order to induce or maintain general anaesthesia to facilitate surgery.

7. **“Hospital”** means any institution in the territory of the Republic of South Africa, 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, a convalescent home, rehabilitation or stepdown facility.
 - 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.
8. **“Hospital Confinement”** means admission to a hospital ward.
9. **“Insured Incident”** means any one accident which causes an Insured Person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations.
10. **“Insured Person”** means
 - a. A Principal Insured Person or an Eligible Spouse of a Principal Insured Person or an Eligible Child of a Principal Insured Person.
 - b. Such other person as the Company may from time to time deem eligible.
11. **“Medical practitioner”** means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).
12. **“Principal Insured Person”** means the Insured as detailed in the Schedule and accepted by the Company as eligible for participation in the insurance provided by this policy.
13. **“Schedule”** means the Schedule of Insurance attaching to and forming part of this Policy.
14. **“Surgery”** for the purpose of this Policy means the treatment of injury, by manual and instrumental means, performed by a medical practitioner or specialist practitioner under General Anaesthetic.
15. **“Treatment”** means any form of investigation or examination by or consultation with or treatment by a medical practitioner on admission to hospital for the purpose of treating or monitoring an Insured Person’s medical condition arising out of an insured incident.
16. **“Underwriting Manager”** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.

DEFINED EVENTS

If during the period of insurance an Insured Person sustains bodily injury as the result of an Accident (as defined) which directly results, within 12 (twelve) calendar months, in Hospital Confinement (as defined), the Insurer will pay to the Insured Person or his/her legal personal representative an amount in accordance with the table of benefits subject to the limitations.

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 or any medical treatment directly or indirectly caused by or related to any condition that is a consequence of obesity.
3. Cosmetic surgery or surgery directly or indirectly caused by or related to or in consequence of cosmetic surgery.
4. Routine physical or any procedure of a purely diagnostic nature or any other examination where there is 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 where the alcohol content in the blood exceeds the legal level permitted by law.
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.
10. Any condition for which the insured person received treatment or advice prior to the date of inception, or any medical conditions that manifested itself or resulted from an injury that occurred prior to the date of inception.
11. Investigations, treatment or surgery for artificial insemination or hormone treatment for infertility.
12. Depression, insanity or mental stress or psychotic/ psychoneurotic disorders.
13. No benefits shall be payable in the event of fraudulent submission by the claimant.
14. Any compensation provided by other means including but not limited to a registered South African medical scheme.

GENERAL CONDITIONS

1. *Cooling-Off Period*

A Principal Insured Person may:

- a. in any case where no benefit has yet been paid or claimed or an insured incident has not yet occurred; and

- b. within a period of 30 days of receipt of the policy by the Principal Insured, or from a reasonable date on which it can be deemed that the policyholder received the policy referred to above, cancel the policy by written notice sent to the Underwriting Manager.
- c. All premiums or moneys paid by the policyholder to the insurer up to the date of receipt of the cancellation notice or received at any date thereafter in respect of the cancelled or varied policy, shall be refunded to the policyholder less the cost of any risk cover actually enjoyed.

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

- a. 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.
- b. An Insured Person has the right to -
 - i. object to the processing of their personal information on reasonable grounds unless legislation allows for such processing, in the manner prescribed by POPIA;
 - ii. request from the Company details of personal information the Company or its authorised representatives holds, and details of how personal information is processed. Requests should be addressed to –

The Information Officer
Ambledown Financial Services
P.O Box 1862
Cramerview
2060

Tel: 0861 262 533
Email: compliance@ambledown.co.za

- iii. lodge a complaint with the Information Regulator, as per the contact details provided below.

Chief Executive Officer
Mr Marks Thibela
P.O Box 31533
Braamfontein
2017

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

The Company shall use its best endeavors to ensure personal information is reliable. The Principal Insured Person shall be responsible for advising the Underwriting Manager 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.

3. Claims

- a. Following an insured event the Principal Insured Person shall at his own expense:
 - i. As soon as possible notify the Underwriting Manager of any claim in writing but not later than one hundred and eighty (180) days from the first day of treatment for such insured incident.
 - ii. Supply in writing any such proof or other information as the Company may reasonably request.
 - iii. 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.

- iv. 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 subject to this condition shall be avoidable.
- b. Any claim in terms of this policy will prescribe after twelve (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.
- c. Where the Company 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 Company's written notification to dispute the decision of the Company. This must be done in writing to the Company:

The Complaints Officer
Guardrisk Insurance Company Limited
PO Box 786015
Sandton
2146

Tel: 011 669 1000 Fax: 011 669 1931
Email: complaints@guardrisk.co.za

Alternatively, the Principal Insured may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900 Fax: 011 726 5501
Info@osti.co.za www.osti.co.za

If the dispute is not satisfactorily resolved in this manner, the Principal Insured has a further 180 (one hundred and eighty) days after the expiry of the representation period for the service of summons on the Company.

- d. Any benefit payable in respect of hospital confinement shall only become due at the end of a period of such confinement. 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.
- e. All benefits payable shall be paid to the Principal Insured Person, his legal representative or the medical practitioner whose receipt shall in every case be a full discharge to the Company.
- f. No benefit payable shall carry interest.

4. Premiums

- a. The premium is due by the first day (1st) of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy schedule.
- b. If the premium is not paid by the premium payment date, the Company will allow a forty five (45) day grace period (fifteen (15) day grace period for arrear policies) from the premium payment date.
- c. If the outstanding premium is not paid within the forty five (45) day grace period (fifteen (15) day grace period for arrear policies), then this policy shall be deemed to have been cancelled at midnight on the last day of the month for which the last premium was received.

- d. The Company may offer terms of reinstatement, but is not obliged to do so or to reinstate the Insured Person's policy.
- e. The Company is not obliged to accept premium tendered to it after the grace period or after the period of insurance detailed in the schedule.
- f. The Company will not consider any claim that arises during the grace period unless the Company receives the full outstanding premium before the end of the grace period.
- g. 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.

5. Termination of cover

- a. This policy may be cancelled by either party by giving thirty one (31) days' notice in writing.
- b. An insured incident will only qualify for benefits if the hospitalisation caused by such insured incident commences before the date of cancellation in which case all outstanding claims must be submitted to the Company within 60 days (sixty days) after the date of cancellation.
- c. Cover terminates on the death of the Principal Insured Person. However, 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.
- d. No Premium refund shall be due in the case of cancellation by the Insured Person once the initial 30 day (thirty day) cooling off period has elapsed.

6. Medical examination

Payment of any benefit is conditional on

- a. The Insured Person supplying such medical evidence as is required; and
- b. If requested by the Company, an Insured Person undergoing any medical examination at the Company's expense.

7. 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 unless the Company allows otherwise.

8. Commencement of cover

Cover in terms of this policy commences on the first day (1st) of the calendar month for which the premium has been paid by or for the Insured Person. If the 1st of the month is prior to the date of application, cover will commence on the day following the application date.

9. Amendments

The company reserves the right to amend this policy wording by way of endorsement as well as to adjust the premiums by giving thirty one (31) days written notice prior to the effective date of the change.

10. Cover

- a. No benefit shall be payable in respect of any medical or surgical treatment unless such treatment occurred during the period of hospital confinement as an in-patient.
- b. The minimum entry age for the Principal Insured Person is age 18 (eighteen).

TABLE OF BENEFITS

1. Hospital admissions which includes Surgery (as defined) under General Anaesthetics (as defined)

- a. R3,000.00 (Three Thousand Rands) for the first day hospitalised.
- b. R2,500.00 (Two Thousand Five Hundred Rands) for the second and third day hospitalised.
- c. R1,000 (One Thousand Rands) for each subsequent day.

2. Hospital admissions which include Medical Procedures and / or Surgical Procedures under Local Anaesthetics.

- a. R1,000.00 (One Thousand Rands) for each day hospitalised.

OVERALL LIMITATIONS

The Policy Benefits are subject to an overall benefit limitation of R50,000 (Fifty Thousand Rands) or R100,000 (One Hundred Thousand Rands) as the case may be (depending on the option chosen---being either SWEATSAFE 50 or 100) in the aggregate per Principal Insured Person and / or Eligible Spouse and / or Eligible Child per annum (as noted in the schedule).