



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 MEDICAL EXPENSES 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 Constantia Insurance Company Limited 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. Where an age is mentioned in the policy, it will be the age last birthday. 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 Constantia Insurance Company Limited, Reg No. 1952/001514/06, FSP No. 311111.
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 is financially dependent on the Principal Insured Person and who has not

attained the age of nineteen (19) 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 to twenty five (25) in respect of an unmarried child who is undergoing full time education and primarily dependent on the Insured Person named in the Schedule to this Policy 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.

Where a person shares an abode with a Principal Insured Person and has done so for at least six 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.

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. **“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. Holds a license as a hospital.
 - b. Operates primarily for the reception, care and treatment of sick, ailing or injured persons as outpatients.
 - c. 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.
 - d. Provides nursing service supervised by registered nurses or nurses with equivalent qualifications.
 - e. Is not other than incidentally either a mental institution or a convalescent home.
 - f. 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.
 - g. Is not an institution providing long-term care for the blind, deaf, dumb or other handicapped persons.

7. **“Hospital Confinement”** means admission to a hospital ward.
8. **“In-Hospital Expenses”** - shall mean reasonable expenses necessarily incurred for surgical, anaesthetic, ward fees, and other medical treatment incurred within 12 calendar months of the date of the accident.
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 Principal Insured Person or an Eligible Spouse of a Principal Insured Person or an Eligible Child of a Principal Insured Person.
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. **“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.
15. **“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 Insurer shall not be liable to pay compensation for any claim 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 sequelae 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 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. No benefits shall be payable for an insured incident for which the Insured Person received treatment or advice twelve (12) months prior to becoming an Insured Person.
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. The Insured person engaging in mining, underground work or work with explosives.
15. Infection from venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
16. Participation in sport as a professional player.
17. Any compensation provided by other means including but not limited to a registered South African medical scheme.
18. "Knee replacement" or knee arthroplasty means a surgical procedure to replace the weight-bearing surfaces of the knee joint to relieve the pain and disability of osteoarthritis, rheumatoid arthritis and

psoriatic arthritis, trauma or long-standing osteoarthritis.

19. Hip replacement” means a surgical procedure in which the hip joint is replaced by a prosthetic implant as a total replacement or a hemi(half)replacement to relieve arthritis pain or fix severe physical joint damage as part of hip fracture treatment.

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 Intermediary.
- 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.

2. Claims

- a. Following an insured event the Principal Insured Person shall at his own expense:
 - i. As soon as possible notify the Intermediary of any claim in writing but not later than one hundred and eighty (180) days from such 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 voidable.
- 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 Senior Manager, Compliance and Legal
Constantia Insurance Company Limited
PO Box 3518
Cramerview
2060

Tel: 011 686 4200

Email: christieneb@constantia.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 or his legal representative whose receipt shall in every case be a full discharge to the Company.
- f. No benefit payable shall carry interest.

3. 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 thirty (30) day grace period from the premium payment date.
- c. If the outstanding premium is not paid within the thirty (30) day grace period, 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.

4. Termination of cover

- a. This policy may be cancelled by either party by giving thirty (30) 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 three months 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 either party.
- e. This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured Person regarding any fact material to this insurance.

5. 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.

6. 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.

7. 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.

8. Amendments

The company reserves the right to amend this policy wording as well as to adjust the premiums by giving thirty (30) days written notice.

9. 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) and the maximum entry age is age 65 (sixty-five).

TABLE OF BENEFITS

A benefit equal to the actual cost of medical treatment.

OVERALL LIMITATION

The Policy Benefit is subject to an overall benefit limitation of R50,000 / R100,000 (Fifty / One-hundred Thousand Rands) in the aggregate per Family, as nominated in the Policy Schedule, per annum (depending on the option chosen-either SWEATSAFE 50 or SWEATSAFE 100).