



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.

CURA GAP PLUS CO-PAYMENT MRI COVER MASTER POLICY WORDING

Master Policy Wording No: CICL/CURAGAPCOPAYMRI/2020

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 (*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. Where an age is mentioned in the policy, it will be the age attained. The following words and expressions shall have the following meanings:

- 1. "Accident" means bodily injury caused by violent accidental and external physical means.
- 2. "Administrator" means Cura Administrators (Pty) Ltd, Reg. No. 1997/017797/07, FSP No. 26848.
- 3. **"Biological Cancer Drug"** means a substance that is made from a living organism or its products and is used in the prevention, diagnosis, or treatment of cancer. For the purpose of this Policy Biological Drugs include antibodies, interleukins, and vaccines.
- 4. **"Cancer"** means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term cancer includes leukaemia and Hodgkin's disease but the following are specifically excluded:
 - a. All tumours, which are histologically described as pre-malignant, as non-invasive or as cancer in situ.
 - b. All forms of lymphoma in the presence of any Human Immunodeficiency Virus.
 - c. Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus.
 - d. Any skin cancer other than malignant melanoma.
 - e. Cancerous cells that have not invaded the surrounding or underlying tissue.
 - f. Early cancer of the prostate gland or breast (Stage 1 described as T1a, NO, MO, G1).
- 5. **"Co-Payment"** means a stated amount imposed as a co-payment or deductible by a medical scheme. A co-payment or deductible must be indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
- "Company" means Constantia Insurance Company Limited, Reg No. 1952/001514/06, FSP No. 31111.
- 7. "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 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 to twenty six (26) in respect of an unmarried child who is a dependant on the Principal Insured and is financially dependent on the Principal Insured Person, and is a full time student at a recognised institute.

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. A child shall only be accepted for cover if such child is covered by a registered medical scheme.

All new born's must be registered on this policy within 30 days after birth.

8. "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. A spouse shall only be accepted for cover in terms of this policy if such spouse is covered by a registered medical scheme.

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

Should the Principal Insured Person divorce his spouse, the divorced spouse is not eligible for cover under this policy.

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.

9. **"Emergency"** means the sudden and, at the time, unexpected onset of a health condition that requires immediate medical treatment and/or an operation. If the treatment is not available, the emergency could result in weakened bodily functions, serious and lasting damage to organs, limbs or other body parts, or death.

The determination of an Emergency will be done through diagnosis (through classification by the attending Medical Practitioner and / or the Casualty Unit) and not on symptoms presented. Emergency Triage Index applies (Orange and red triage)

- 10. "Family" means the Principal Insured Person, Eligible Spouse and Eligible Children (as defined) provided that the Eligible Spouse and Eligible Child are Insured Persons and registered on this policy.
- 11. "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 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.
 - f. Must be registered by the Department of National Health
 - g. Is not a place to recuperate after hospitalisation, such as a step-down facility.
- 12. "Hospital Confinement" means admission to a hospital ward.
- 13. "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.
- 14. "Insured 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.
- 15. "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. Such persons must be covered by a registered medical scheme and who is not already insured under this section or any other policy issued by a company providing similar cover and
 - b. Such other person as the Company may from time to time deem eligible.
- 16. "Medical practitioner" means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).
- 17. "Medical Scheme Contribution" means the amount paid by or in respect of a member or his registered dependants if any as membership fees of a Registered Medical Scheme

- 18. "Medical Scheme Option" means the Medical Scheme Option of the Principal Insured Person immediately prior to the Defined Event.
- 19. "Medical Scheme Option Reimbursement Rate" means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
- 20. "Medical Scheme Tariff" means the rate equal to the Insured Person's Medical Scheme Rate.
- 21. **"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.
- 22. "Schedule" means the Schedule of Insurance attaching to and forming part of this Policy.
- 23. **"Split Billing"** means an amount charged by a Medical Practitioner or Hospital equal to the difference between the amount charged to the Medical Aid Scheme and the amount charged to the Insured Person.
- 24. "Sub-Limitation" means a sub-limitation indicated in the rules of the medical scheme as approved by the Council for Medical Schemes.
- 25. "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, but exclude any mental condition or insanity.
- 26. **"Treatment Cycle"** means a period of twelve (12) months from the date of registration onto a treatment programme of your Medical Scheme.
- 27. **"Total and Permanent Disability"** means the state of totally and permanently disabled for one's own occupation, or similar occupation and/or any other occupation
- 28. "Underwriting Manager" means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.

DEFINED EVENTS

In the event of an Insured Person suffering an insured incident (as defined) which necessitates the Insured Person:

- 1. Being confined to hospital and
- 2. Undergoing Medical and Surgical procedures (as defined) or Treatment (as defined) whilst in hospital, including:
 - a. The necessity for the treatment of cancer on an out-patient basis,
 - b. The necessity for kidney dialysis on an out-patient basis,
- 3. The necessity for outpatient treatment for the following procedures:
 - I. General Surgery
 - i. Surgical biopsy of breast lump
 - ii. Hernia repairs
 - Inguinal hernia
 - Femoral hernia
 - Umbilical hernia
 - Epigastric hernia
 - Spigelian hernia
 - Drainage of abscess
 - iii. Ischio-rectal abscess drainage
 - iv. Closure of colostomy
 - v. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)
 - vi. Lymph node biopsy
 - vii. Endoscopy
 - II. Urology
 - i. Vasectomy
 - ii. Cystoscopy
 - iii. Orchidopexy

- iv. Prostate biopsy
- v. Circumcision

III. Opthalmology

- i. Cataract removal Surgical/and or laser
- ii. Pterygium removal
- iii. Trabeculectomy

IV. ENT surgery

- i. Direct laryngoscopy
- ii. Tonsillectomy
- iii. Laser ENT Surgery
- iv. Conventional ENT Surgery
- v. Nasal surgery (Turbinectomy and Septoplasty)
- vi. Sinus surgery (FESS)
- vii. Myringotomy
- viii. Grommets

V. Orthopaedic

- i. Arthroscopy
- ii. Carpal Tunnel Release
- iii. Ganglion surgery
- iv. Bunionectomy

VI. Paediatric surgery

- i. Orchidopexy
- VII. Hepatobiliary surgery
 - i. Needle biopsy of the liver

VIII. Cardiothoracic surgery

- i. Bronchoscopy
- ii. Lung biopsy

IX. General medical cardiology

- i. Coronary angioplasty
- ii. Coronary angiogram

X. Neurology

i. 48-hour halter EEG

XI. Immunology

i. Plasmatheresis

XII. Gastroenterology

- i. Oesophagoscopy
- ii. Gastroscopy
- iii. Colonoscopy
- iv. ERCP

XIII. Diagnostic radiology

- i. Myelogram
- ii. Bronchography
- iii. Angiograms
 - Carotid
 - Cerebral
 - Coronary
 - Peripheral
 - Sonar (done by radiologist)

XIV. Obstetrics & gynaecology

- i. Tubal ligation
- ii. Childbirth in a non-hospital setting

- iii. Incision and drainage of Bartholin's cyst
- iv. Marsupilisation of Bartholin's cyst
- v. Cervical laser ablation
- vi. Hysteroscopy
- vii. Phototherapy
- viii. Dilation and curettage
- XV. 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
- XVI. Pathology
- XVII. Dermatology Surgical removal of skin lesions
- 4. The necessity for outpatient diagnostic radiology limited to:
 - a. Magnetic Resonance Imaging (MRI)
 - b. Computed Tomography Scans (CT Scans)
 - c. Muga Scan
- The treatment received in a casualty unit of a Hospital provided that such treatment is not for routine physical treatment or any other medical examination or treatment other than emergency medical treatment.
- 6. The death of the Principal Member of the Registered Medical Scheme or the event that an accident or illness resulted in the Total Permanent Disability of the Principal Member of the Registered Medical Scheme.
- 7. The death of an Insured Person (as defined) resulting from an Accident (as defined).
- 8. A severe illness benefit in the event of the initial detection of a cancerous growth, and/or the first accurate diagnosis of cancer (as defined), provided that such diagnosis affects a person's lifestyle in such a way that the person's ability to function normally is altered. Severity based, Stage 2 or higher.

The Company will pay to the Principal Insured Person an amount in accordance with the table of benefits subject to the limitations.

GENERAL EXCLUSIONS

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 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. (Excluding commercial pilots)
- c. Any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel craft or aircraft).
- 10. No benefits are payable which should be provided by the medical scheme.
- 11. No Benefits shall be payable due to the Insured person's failure to comply with the Medical Scheme rules regarding the failure to make use of a Hospital that is a Designated Service Provider, Preferred Service Provider, Associated Hospital or Network Hospital. This exclusion does not apply to traditional cancer treatment if such Designated Service Provider is Public Hospitals or Public Clinics, or otherwise indicated und the table of benefits.
- 12. No benefits are payable for ward fees, theatre fees, medicines, material expenses / costs and other hospital expenses.
- 13. Any procedure not covered or declined by the medical scheme.
- 14. 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. This exclusion only applies to the first twelve (12) months of an Insured Person's cover.
- 15. No benefit shall be payable for the severe illness benefit if the Insured Person was diagnosed with Cancer (as defined) prior to the inception of this Policy.
- 16. Investigations, treatment or surgery for artificial insemination or hormone treatment for infertility.
- 17. Depression, insanity or mental stress or psychotic/ psychoneurotic disorders, behavioural and neurodevelopmental disorders.
- 18. No benefits shall be payable in the event of fraudulent submission by the claimant.
- 19. Sub-Limitations imposed by a medical scheme as a result of an agreement between a member and a medical scheme will not qualify for benefits in terms of this policy.
- 20. A co-payment or deductible as a result of an agreement between a member and a medical scheme will not qualify for benefits in terms of this policy.
- 21. Split Billing.
- 22. Consultations in the rooms of a medical practitioner (GP)
- 23. Any external appliances.

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 Administrator.
- 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. Claims

a. Following an insured event the Principal Insured Person shall at his own expense:

- i. As soon as possible notify the Administrator 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.
- 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
Mrs. Astrid Baynes
Constantia Insurance Company Limited
PO Box 3518
Cramerview
2060

Tel: 011 686 4200 Fax: 011 789 8828 Email: complaints@constantiagroup.co.za

Or

The Compliance Officer Adv Christiene Brummer Constantia Insurance Company Limited PO Box 3518 Cramerview 2060

Tel: 011 686 4304 Fax: 011 789 8828 Email: ChristieneB@constantiagroup.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 <u>Info@osti.co.za</u> <u>www.osti.co.za</u>

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. The Company will negotiate with and request the Insured Person's Medical Scheme to re-assess any claim, negotiate any discount with the relevant Service Providers and pay the benefit payable in terms of this policy directly to the Service Provider, should a discount be negotiated.
- f. 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.
- g. 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 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.

4. Termination of cover

- a. This policy may be cancelled by the Insured Person at any time 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 three (3) 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 the Insured Person.

5. Medical examination

Payment of any benefit is conditional on

- a. The Insured Person supplying such medical evidence as is required.
- 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 at the Company's head office unless the Company allows otherwise.

Where payment is to be made to or by the Company it shall be made in the currency of the Republic of South Africa.

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 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.

9. Cover

- a. Cover shall only be in force provided that the Insured Person is registered with a medical-scheme.
- b. 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 or during cancer treatment as an out-patient or during treatment as an out-patient for the necessity of kidney dialysis, unless otherwise approved by the company.
- c. The minimum entry age for the Principal Insured Person is age 18 (eighteen).

TABLE OF BENEFITS

- a. Gap Cover A benefit equal to actual cost limited to 5 (five) times the Medical Scheme Tariff less the higher of the Medical Scheme Tariff or Medical Scheme Option Reimbursement Rate for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).
- b. Co-payment Cover A benefit equal to the charges in the form of a co-payment or deductable applied for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).
 - No penalty co-payment will be covered for the use of a non-DSP hospital.
- c. Consumable Benefit A benefit equal to the cost of consumables not covered by the medical scheme for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).
- d. The cost of a medical or a surgical procedure following an Emergency incurred in a hospital casualty unit of a Hospital where such costs were not met by the Medical scheme. Emergency Triage Index applies (orange and red).
- e. Trauma Counselling Cover Following a serious or traumatic event due to violence, an accident or on diagnosis of a dread disease, the cost of trauma counselling with a registered counsellor or clinical psychologist will be covered to the extent it was not covered by any policy / scheme providing similar cover. Must receive counselling within (1) one year of trauma incident.
- f. Following the death or the Total and Permanent Disability of the Principal Member of the Medical Scheme, a benefit equal to the total value of Medical Scheme Contribution calculated for 12 months on the Medical Scheme Option of the Registered Medical Scheme within the stated limitations. Only cover principal member for permanent disability who has not reached the age of 65 (sixty-five).

The company shall pay the Insured person the Medical Scheme Contribution for 12 months commencing on the 1st day of the following month from the date the incident occurred.

SPECIFIC LIMITATIONS

- a. Co-payment cover shall be limited to R50,000 in the aggregate per family per annum.
- b. Consumable Cover shall be limited to R6,000 in the aggregate per Insured Person per annum.
- c. Treatment in a casualty unit of a hospital shall be limited to R10,000 in the aggregate per family per annum.
- d. Trauma counselling shall be limited to R10,000 in the aggregate per family per annum.
- e. Medical Scheme Premium Waiver up to a maximum of R5,000 per month.

OVERALL LIMITATIONS

The following Policy Benefits are subject to an overall benefit limitation of R165,000 in the aggregate per Insured Person per annum:

- a. Gap Cover
- b. Co-payment Cover
- c. Consumable Cover
- d. Casualty Cover
- e. Trauma Counselling Cover