

# SIRAGO EXACT WITH GAP COVER 2019

## 1. INTRODUCTION

This policy is underwritten by **Sirago Underwriting Managers (Pty) Ltd** (Sirago) under contract from GENRIC Insurance Company Limited GENRIC (FSP 43638) GENRIC is an Authorised Financial Services Provider and registered Short-Term Insurer - the Insurer as indicated on your Schedule of Insurance.

The Overall Annual Limit (OAL) for claims is aggregated to a maximum of **R150 000.00** (one hundred and fifty thousand rand), unless specified, per policy per annum. The number of claims that can be submitted against this policy are unlimited, except if the benefit category defines otherwise or until the maximum overall limit is reached.

This is a Short-term Insurance accident and health policy regulated by the Financial Sector Conduct Authority (FSCA) and Prudential Authority (PA) under auspices of the Short-term Insurance Act 53 of 1998 and the Insurance Act 18 of 2017.

All fees, commissions, benefits and premium values quoted are inclusive of Value Added Tax (VAT).

**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, however in order to activate this policy, a copy of your current certificate of membership from your medical scheme is required. Your medical scheme must be registered in terms of the Medical Schemes Act 131 of 1998. This policy will only be activated and valid if purchased as a complimentary product to an approved and registered medical scheme in South Africa.**

- 1.1. **Open Enrolment:** This policy is subject to Open enrolment which allows all eligible members to join a health insurance solution of their choice without facing any form of unfair discrimination.
- 1.2. **Community Rating:** This policy is subject to Community rating which requires health insurance providers to offer health insurance policies within a given territory at the same price to all persons regardless of their health status.
- 1.3. **Cross Subsidisation:** This policy is subject to cross subsidisation which is applied on the premium rating basis where the risk pool of policyholders is big enough to cater for a cross subsidisation element.
- 1.4. **Discrimination:** This policy does not discriminate on the basis of race, age, gender, marital status, ethical or social origin, sexual orientation, pregnancy, disability, state of health, geographical location or any other means. We may however charge a different premium dependent on your age at the time of inception or apply waiting periods if applicable.
- 1.5. **Treating customer fairly (TCF):** Sirago applies the principles of TCF in all of its business functions. To this end the policy schedule attached to this document demonstrates all the information required to benefits, premiums payable and any limitations applicable within the terms of the policy.
- 1.6. **Policyholder Protection Rules:** The Policyholder Protection Rules published under the Short-Term Insurance Act is a fundamental business practise within Sirago and all care and thought goes into any information, advertising,

interaction both directly and indirectly with policyholders and intermediaries at all times.

**Effective – 01 January 2019, please note that this policy wording replaces any previous policy wording regarding this product. As such, claim events occurring as of 01 January 2019 will be assessed strictly in accordance with these terms.**

Please note that this policy wording is available in Afrikaans on request.

## 2. WAITING PERIODS FOR EXACT COVER

- 2.1. A 12 (twelve) month waiting period on pre-existing condition specific disease and or illness applies to this policy.
- 2.2. In the event that there are no pre-existing conditions related to the stated conditions within this policy, a 10 (ten) month waiting period applies where no claims can be submitted for a procedure or surgery related to the following conditions, unless due to an injury resulting from an accident:
  - 2.2.1. Arthroscopic Surgery
  - 2.2.2. Back and Neck Surgery,
  - 2.2.3. Bunion Surgery,
  - 2.2.4. Cochlear Implant, Auditory Brain Implant and Internal Nerve Stimulator Surgery Including the Device and Processor,
  - 2.2.5. Dental Procedures for Reconstructive Plastic Surgery due to an accident,
  - 2.2.6. Functional Nasal Surgery,
  - 2.2.7. Joint Replacement Surgery,
  - 2.2.8. Oesophageal Reflux and Hiatus Hernia Surgery,
  - 2.2.9. Varicose Veins Surgery.
- 2.3. When a new beneficiary joins the policy, they are subject to normal underwriting terms and conditions and waiting periods as denoted above will apply.

## 3. WAITING PERIODS FOR GAP COVER

### 3.1. General waiting Periods:

- 3.1.1. A 3 (three) month general waiting period is applicable on any newly inception policies and / or additional dependents to the current policy, except in the event of an **accident**.
- 3.1.2. In the event that the policyholder has held a Sirago policy for 12 (twelve) months without a break in cover and wants to upgrade to a higher option, all additional benefits will be subject to a 3 (three) month waiting period.
- 3.1.3. If the policyholder has held a Sirago policy for less than 12 (twelve) months and intends to upgrade to a higher option, the balance of the relevant waiting periods in the higher option per benefit category are applicable.
- 3.1.4. A 10 (ten) month waiting period on pre-existing conditions, diseases or illness.

### 3.2. Policy Specific Waiting Periods applicable to certain procedures:

The following conditions are excluded within the first 6 (six) months of the policy cover inception. Thereafter, benefits will be payable at a rate of:

- 3.2.1. 50% (fifty percent) of benefits available from month 7 (seven) to 10 (ten).
- 3.2.2. From month 11 (eleven), the policy benefits will be fully available except where there are condition policy / specific exclusions and when a new beneficiary joins the policy and is subject to underwriting terms as follows:
  - 3.2.2.1. Myringotomy and Grommets;
  - 3.2.2.2. Adenoidectomy;
  - 3.2.2.3. Tonsillectomy;
  - 3.2.2.4. Hysterectomy (except where malignancy can be proven);
  - 3.2.2.5. Spinal, Back, Neck and joint related procedures (repairs, scopes, joint replacement) except in the case of an **accident**.

**3.3. Specific Waiting Periods applicable to certain benefit categories and certain conditions:**

- 3.3.1. 10 (ten) month waiting period for pregnancy and confinement.
- 3.3.2. A 12 (twelve) month waiting period on all Cancer related treatments, to the pre-existing diagnosis, is applicable.
- 3.3.3. A 10 month waiting period on pre-existing conditions, diseases or illness.

**4. PRODUCT DESCRIPTION**

This is a Short-term Insurance accident and health policy regulated by the FSCA and PA under auspices of the Short-term Insurance Act 53 of 1998 that consists of the following benefit categories provided that all costs for both planned and emergency treatments incurred against this policy are obtained within the borders of South Africa and by a registered medical professional with a valid practise number issued by the HPCSA (Health Professions Council Of South Africa):

**4.1. EXACT COVER (PAID TO THE MAXIMUM AVAILABLE SUB-LIMITS OF R150 000 WITHIN YOUR OAL)**

This benefit category provides policyholders access to certain stated procedures when the medical scheme rules makes a specific list of procedure exclusions over and above the general scheme exclusions. A current Certificate Of Membership (COM) must be submitted to Sirago as part of application process.

MEDICAL PROCEDURES NOT COVERED BY YOUR MEDICAL SCHEME	WHAT WE COVER
Arthroscopic Surgery.	R85 000
Back And Neck Surgery.	R85 000 (Combined Limit)
Bunion Surgery.	R16 000
Cochlear Implant, Auditory Brain Implant And Internal Nerve Stimulator Surgery Including The Device And Processor.	R80 000 (Combined Limit)
Dental Procedures for Reconstructive Plastic Surgery due to an accident.	R80 000
Functional Nasal Surgery.	R25 000

Joint Replacement Surgery.	R50 000
Oesophageal Reflux And Hiatus Hernia Surgery.	R58 000 (Combined Limit)
Varicose Veins Surgery.	R22 000

**NB:** Policyholders are required to submit full quotations per service provider to Sirago, in order to obtain a pre-authorisation for the event PRIOR to any medically necessary procedures been performed in order for Sirago to evaluate and negotiate on your behalf directly with the service providers concerned. The stated benefits above are paid to a maximum of and any shortfalls and or co-payments related to the authorised procedure will be for the policyholders own cost. Failure to comply with this request will result in no benefit.

**4.2. GAP COVER (PAID TO THE MAXIMUM AVAILABLE SUB-LIMITS WITHIN YOUR OAL)**

- 4.1.1. This benefit covers the difference between your Medical Scheme Rate paid and private rates charged by a **Registered Medical Professional** for in-hospital treatment as defined by this policy document.
- 4.1.2. Gap Cover will settle claims up to **300%** (three hundred percent) of your Medical Scheme Plan / Option rate limited to a maximum of **400%** (four hundred percent) or at the stated benefit value as determined within your scheme policy.
- 4.1.3. This stated benefit for Gap Cover claims, will be added to the scheme tariff paid by your Medical Scheme.

**5. WHAT THIS BENEFIT DOES NOT COVER:**

- 5.1. Medical procedures listed as specific exclusions by your medical scheme that do not form part of our list of medical procedures covered.
- 5.2. Service Providers accounts where your medical scheme paid a portion towards the account.
- 5.3. Service Providers accounts where your medical scheme applied an overall annual limit (OAL) as a cover limit to in-hospital medical procedures.
- 5.4. Service Providers accounts where your medical scheme sub-limit benefit is exhausted at the time of the event.
- 5.5. Service providers accounts where your chosen service providers charge a rate that exceeds the cover limit we provide.

**6. HOW THE POLICY WORKS**

The headlines in this document are for ease of reference only. Please read the entire clause to understand its full meaning. Check your Schedule of Insurance which, along with any relevant endorsements, explains the cover you have. The benefit amount is not related to the specific cost of any medical **treatment** or expense shortfall or non-medical expense cover as a result of **hospitalisation**.

Claims will be assessed in accordance with best practice clinical guidelines and protocols as determined by Sirago from time to time and does not require notification to policyholders.

**7. WHAT MAKES UP YOUR POLICY OF INSURANCE?**

Your Policy consists of:



- 7.1. The Schedule of Insurance;
- 7.2. Policy Wording (Terms and Conditions);
- 7.3. Correspondence and amendments sent to your last known address.

Please ensure that you are familiar with the contents of all the documents and that all the detail noted on the Schedule of Insurance is correct in every respect. **Please note it is the policyholder's specific responsibility to keep all their personal details up to date and accurate at all times.**

## 8. WHO IS THE INSURED?

We cover the persons who are listed on the policy documents as Principal or Dependents (Referred to as "You", "Your", "Policyholder" or "Insured Person" in the policy terms).

## 9. WHO IS COVERED BY THIS POLICY?

This policy will cover the Policyholder and dependents who are listed on the schedule of Insurance.

- 9.1. We cover beneficiaries of all ages. Premiums payable for benefit cover are determined by age and family size and is based on the following two age group categories. Prospective policyholders who are 64 years and younger, and 65 years or older will be charged different premiums when applying for cover as either individuals or families.
- 9.2. The age of the principal policyholder is linked directly to the Certificate of Membership (COM) as issued by your registered medical scheme. The benchmark for premium determination is based on the prospective policyholders age at the inception of the policy.
- 9.3. We cover you and your spouse / live-in partner on one policy, even if you belong to different medical schemes or medical scheme options and this cover includes all dependents registered on your or your spouse's medical scheme option. Cover for a family is limited to two adults and three child dependents.
- 9.4. Child dependent is up to the age of 21 (twenty- one), however cover can be extended to the age of 27 (twenty-seven) for full time students. Documented proof of a full-time student is required to evidence dependents over the age of 21 (twenty- one).
- 9.5. We cover you and your spouse / live-in partner on one policy, if you belong to a single medical scheme option and this cover includes all dependents registered on your medical scheme option.
- 9.6. Cover for a family is limited to ALL the registered beneficiaries as indicated on the COM supplied to Sirago at application stage in this scenario.
- 9.7. Premiums are applicable for the duration of the relevant period of cover. Benefits do not change during this period and nor does any underwriting criteria.

## 10. WHEN WILL A CLAIM (BENEFIT) BE AUTHORISED FOR PAYMENT?

As soon as:

- 9.1 We have confirmed validity of your policy and dependents;
- 9.2 We confirm your premium payments are up to date;
- 9.3 We have validated your claim using sub contracted administrators if required;

- 9.4 We have confirmed benefits for the claim ICD-10 Coding;
- 9.5 All policy conditions have been met;
- 9.6 Upon confirmation of a valid HPCSA practise number;
- 9.7 All required documents have been received;
- 9.8 Sirago reserves the right to initiate direct claims settlement with providers on behalf of policyholders in order to negotiate quicker and discounted claims settlement with providers.

## 11. TO WHOM WILL THE POLICY BENEFITS BE PAID?

Only you or the persons indicated on the Schedule of Insurance will be entitled to claim and receive non-bereavement related benefits under this policy. These applicable benefits will be paid directly into the principal policyholder's account.

In the event of a death related claim the Insurer will pay the benefit into the principal member or nominated beneficiaries account.

The beneficiary must be noted on the policy prior to any loss. We will require the full name, surname and ID to note the beneficiary. At the time of a claim we will require the beneficiary's ID and proof of bank.

Should there be no beneficiary noted on the policy prior to the loss or should we be unable to confirm the identity of the beneficiary, payment will always be made into the principal policyholders account or to the estate of the principal policyholder.

All payments are subject to the limit and benefits available as stated in the policy documents.

## 12. WHEN DOES THE POLICY BECOME ACTIVE?

The policy inception date is reflected on your Schedule of Insurance and is ratified once we have received your first monthly premium. All policy terms will apply from the actual date of inception of the policy.

No policy will be activated if premium is not received and such a policy is viewed as not taken up (NTU).

Additional dependents added after policy inception will be subject to individual underwriting and waiting periods unless it is a new-born whose details are provided to the Insurer within 90 (ninety) days of birth.

## 13. HOW LONG DOES THIS POLICY LAST?

The policy is in force for as long as your premiums are paid up to date or until your policy is cancelled by you, or by the Insurer giving **31 (thirty-one) days** 'notice.

## 14. YOUR RESPONSIBILITIES TOWARDS THE POLICY

In order to have cover you need to:

- 14.1. Pay your premiums;
- 14.2. Provide us with true and complete information when you apply for cover, submit a claim or make changes to your policy. This also applies when anyone else acts on your behalf;
- 14.3. **Advise us of any changes to your health status between the point of application and actual activation of your policy;**
- 14.4. Not admit any fault, nor make any offer or settlement, on our behalf without our written agreement;
- 14.5. Agree to comply with all our reasonable requests;

- 14.6. Use all reasonable care and take all reasonable precautions to prevent or minimize loss, damage, liability, **injury** or death;
- 14.7. Inform us immediately of any changes to your circumstances that may influence whether we provide cover, the conditions of cover or the premium we charge. This includes any changes to any information on the Schedule of Insurance or in regards to convictions for offences by any person covered under this facility relating to dishonesty, reckless and negligent driving or driving under the influence.
- 14.8. Methods of Payment. Our preferred method of payment is by debit order.
  - 14.8.1. Debit orders are collected on the following dates: 1<sup>st</sup>, 7<sup>th</sup>, 15<sup>th</sup>, 25<sup>th</sup> 31<sup>st</sup>
  - 14.8.2. Cash deposits and EFT payments must be made by the 7<sup>st</sup> of the month.

## 15. INSURANCE POLICY CHANGES

You have to advise us when your contact details change. If you wish to cancel your insurance you must do so in writing by giving **30** (thirty) days' calendar notice for cancellation. Should you wish to cancel the policy with "immediate effect", we may, at our discretion, accept the immediate cancellation and refund the premium related to the month in which the cancellation was requested, less all administrative expenses liable, to you.

You may make changes to your Insurance policy at any time. Confirmation of the change will be sent to you in writing. We may amend your policy by giving you 31 (thirty-one) days' notice. Notice can be given by fax, e-mail or post/mail to the last known contact details we have on record as provided by the policyholder. If for any reason the Insurer decides to discontinue and / or cancel this particular product line, all policyholders will be given the benefit of a 90 (ninety) day notice period of this decision prior to termination.

## 16. YOUR RESPONSIBILITY TOWARDS PREMIUM PAYMENTS

Your policy is an annual policy, payable in **12** (twelve) equal increment payments. Your policy will only be activated once we receive your first monthly premium. Thereafter you must pay the full monthly premium, in advance, on the agreed payment dates as stated on your Schedule of Insurance.

If we do not receive the premium for your policy on the agreed payment date we will allow a **31** (thirty-one) days' period of grace. During this grace period, you may pay your premium either by cash deposit, electronic transfer (EFT) and /or through requesting a forced debit from your bank account into the **Insurers** bank account to keep your cover active.

**16.1. Cooling Off Period:** A policyholder may, where a policy has a term longer than a month and no benefit has yet been paid or claimed or an event insured against under the policy has not yet occurred, within 14 (fourteen) days after the date of receipt of the schedule of insurance, cancel the policy entered into with the insurer by way of a written cancellation notice to the insurer.

All premiums or moneys paid by the policyholder to the insurer up to the date of receipt of the notice received at any date thereafter in respect of the cancelled or varied policy must be refunded to the policyholder, subject to a 20% handling fee for administration services.

Please use the banking details indicated on your Schedule of Insurance for the payment of premiums.

Should your premium not be paid, a double debit is due on the next debit date. For debit order payments, a double debit will be submitted to your bank. If this debit is also unpaid, the policy will be cancelled with effect from 24h00 on the last day of the month for which premium was received.

In the event that the policy owner requests a reinstatement of a cancelled policy, this will be considered at the Insurers discretion and will need to have a signed health declaration document in support of the request. Considerations for reinstatement will be limited to a maximum of 90 (ninety) days after the cancellation date of the policy. Any requests that exceed the 90 (ninety) day period are subject to a new policy application and all relevant terms and conditions will apply.

Please note that you will not have any cover unless all premiums are paid up to date. Any revocation of premium debit authority will result in the immediate cancellation of your policy unless you pay the premium in cash, in advance, as of this point.

It remains the sole responsibility of the policyholder to ensure that full premiums are paid on the due date.

## 17. REFUNDS

Premiums will only be refunded for a maximum period of 3 (three) months if approved by the **Insurer**.

No refunds of premium will be made in respect of:

- 17.1. Any claim that, for whatever valid reason, is repudiated;
- 17.2. Any policy that, for whatever valid reason, is cancelled by the **Underwriter**.
- 17.3. Any policy that you cancel of your own accord (cancellation instruction must be in writing).
- 17.4. Any cost difference resulting from changes to your policy option.

## 18. CLAIMS

- 18.1. A current Certificate Of Membership (COM) must be provided to Sirago for any claims consideration.
- 18.2. Sirago will pay all claims directly to service providers.
- 18.3. You need to report your claim to us as soon as possible but not later than **30** (thirty) days after any Authorised **Health Event**. This includes events for which you do not want to claim but which may result in a claim in the future. Should you be incapacitated and not be able to make contact, you may get someone to contact us on your behalf.
- 18.4. In order for you to prove a claim, all required relevant documents must be submitted to us within 90 (ninety) days after your Medical Scheme paid their portion of the claim. **We shall not be liable for claims where the documentation is received outside of this period. Only pre-authorised claims will be paid.**
- 18.5. Claims can only be assessed for payment once your completed claim information is received. This information consists of the following:
  - 18.5.1. Fully completed and signed claim form for each event;
  - 18.5.2. All pre-authorised hospital and related accounts substantiating your claim;
  - 18.5.3. Completed Medical Reports substantiating the clinical information or any other documentation as requested by the **Underwriter**.
  - 18.5.4. As part of our claims validation process we use the services of a contracted third party in order to authenticate medical scheme membership, plan option type, relevant beneficiaries and



- agreed medical scheme option tariffs amongst other relevant information to validate the claim.
- 18.5.5. We reserve the right to call for additional information of a clinical nature. In the event that Sirago requests a PMA (Post Medical Assessment) from your doctor as part of the claims assessing and authentication process, Sirago will cover the cost of the PMA (Post Medical Assessment) to a maximum cost of **R250.00** (two hundred and fifty rand) per event.
- 18.5.6. In the event that Sirago deems your claim or certain claim lines to be clinically inappropriate or falls outside of the policy terms, the whole claim or certain claim lines will be repudiated.

## 19. DISPUTED CLAIMS

After we inform you of our decision on a claim, we will allow you **90** (ninety) days to make representations to us about our decision. If we do not compensate you for a claim or a part of it, and you want to contest our decision, you must do so in writing and outline your reasons for the dispute. We will provide you with a written response within **30** (thirty) days. If you do not agree with the outcome of the appeal, you may refer the dispute to the Ombudsman for Short-term Insurance. You are afforded an additional **6** (six) months in addition to the **90** (ninety) days to take legal action. Should you not enforce these rights your claim will be deemed **prescribed/abandoned**.

## 20. FRAUD, MISREPRESENTATION, NON-DISCLOSURE & DELIBERATE ACTS

Your fully completed application form with the relevant disclosures (including changes to your health status that happens after application but before policy inception) provided by you or on your behalf forms the basis of our contract.

This policy can be re-underwritten, declared null and void or terminated if any misrepresentation or non-disclosure is made regarding any detail that is material to this insurance. Any incorrect information may affect the validity of this contract or claim submitted.

We will not compensate you for a claim where you or anybody who acts on your behalf, deliberately causes a loss, damage or injury. All cover under this policy will be forfeited if you submit a fraudulent claim, or anyone acts fraudulently on your behalf to obtain compensation.

## 21. COMPLAINT PROCEDURE

Any complaint should be directed in writing to the office of Sirago Underwriting Managers (Pty) Ltd at:

- 21.1. P.O. Box 1115, Bromhof, 2154, or
- 21.2. Emailed to [complaints@sirago.co.za](mailto:complaints@sirago.co.za)

Any complaint received will be acknowledged and responded to, in writing, within **30** (thirty) days.

If you are not happy with the feedback and decisions taken by Sirago in terms of your complaint, you may lodge a further complaint with the Ombudsman for Short-term Insurance, Council for Medical Schemes, or FAIS Ombud details of which are contained within your schedule of insurance.

## 22. JURISDICTION

This agreement shall be governed, interpreted and construed in accordance with the laws of the Republic of South Africa. Any legal action or proceedings arising out of or in connection with this policy which is to be instituted in a court of law shall be brought in the Court of South Africa and irrevocably submitted to the exclusive jurisdiction of such court.

## 23. TERRITORIAL LIMITS

Cover for this policy is only valid within the borders of the Republic of South Africa and covers only expenses incurred within the borders.

## 24. GUARANTEE CLAUSE

This is a Short-term Insurance stated benefit policy under auspices of the Short-term Insurance Act 53 of 1998. The stated benefit amount payable is not related to the specific cost of any medical expense shortfall or non-medical expense cover as a result of hospitalisation.

Only a Medical Scheme Product can guarantee payment of full medical expense shortfall costs associated with a **health event**.

## 25. CONSENT CLAUSE

The sharing of claims information and underwriting information (including credit information) by Insurers is essential to:

- 25.1. enable the insurance industry to underwrite policies;
- 25.2. assess risks fairly;
- 25.3. reduce the incidence of fraudulent claims;
- 25.4. protect the public interest in terms of limiting excessive premium increases;
- 25.5. to use your personal information to communicate with you in order to offer you additional services and solutions provided by the Insurer.

You hereby waive any right to privacy of any insurance information provided by you or on your behalf, in respect of any insurance policy or claims you lodge. You also consent to this information being disclosed to any other insurance company and/or verified against other legitimate sources or databases.

Any personal income or health information obtained shall not be used or sold commercially and data security measures are in place to ensure the confidentiality of data management, and contractual agreements. Sirago shall ensure that its staff also abides by the provisions of this clause and to do all things necessary to enforce such compliance. We collate age band, income band, demographics and race statistics and all information will be for statistical and reporting purposes only.

## 26. POLICY SPECIFIC EXCLUSIONS

You will have no benefit, and we will not compensate you for any illness, condition, disease or **injury**, or the consequences of **treatment** of, or resulting from, or associated with:

- 26.1. Medical Scheme exclusions, stated benefit limits and any claims or claim portions rejected or not authorised by your Medical Scheme unless the benefits fall within the stated benefit entitlement.
- 26.2. Claims that exceed the utilisation or benefit limit per annum applicable to this policy.
- 26.3. **Out-patient treatment** other than defined as covered under this policy.
- 26.4. Any and all experimental treatments and medication both in and out of hospital.

- 26.5. Any claim less than a minimum amount of **R100.00** (one hundred rand) due to client in final assessment per incident

## 27. GENERAL POLICY EXCLUSIONS

Unless the policy makes provision for a specific benefit and is evident within the specific policy entitlement, any claim submitted will automatically be rejected.

You will have no benefit, and we will not compensate you for any illness, condition, disease or **injury**, or the consequences of **treatment** of, or resulting from, or associated with:

- 27.1. An event not covered by this policy and/or falling outside of the policy's intention.
- 27.2. An event where pre-authorization was not obtained from the Medical Scheme or where Medical Scheme rules were not adhered to.
- 27.3. Any claim that must be paid in terms of alternate proclaimed legislation, such as the Compensation for Occupational Injuries Act 90 of 1993, the Road Accident Fund Act 56 of 1996.
- 27.4. Any pre-existing condition, disease, disorder or illness, for **10** (ten) months. This will include any condition which existed prior to inception, whether diagnosed or not, or for which an insured person has sought or received medical advice, received **treatment** by a **Registered Medical Professional** or exhibited symptoms, before actual inception of the policy.
- 27.5. Any pre-existing Cancer condition, disease, disorder or illness, for **12** (twelve) months. This will include any condition which existed prior to inception, whether diagnosed or not, or for which an insured person has sought or received medical advice, received **treatment** by a **Registered Medical Professional** or exhibited symptoms, before actual inception of the policy.
- 27.6. Claims for regular or routine medical **treatment** and advice on an on-going basis and routine physical examinations or procedures of a purely **diagnostic** nature, except as listed under the Preventative Care benefit.
- 27.7. Any illness, injury or consequence from alcohol, drug or substance intoxication, use, abuse, or addiction, directly or indirectly traceable to the insured being affected, permanently or temporarily. Claims may be considered where registered drugs are administered and prescribed by a **Registered Medical Professional**.
- 27.8. Any **Psychiatric or Psychological Condition** or emotional or nervous conditions including, but not limited to, depression, insanity, psychosis, stress-related and affective disorders.
- 27.9. Suicide, attempted suicide or any intentional or deliberate self-injury and/or self-exposure to danger or risk except in an attempt to save a human life.
- 27.10. Medication, drugs, prescriptions, consumables and equipment used. Devices, such as artificial joints, braces, crutches, dental implants, orthodontic, prosthodontic and all cosmetic dentistry including all forms of internal and external prosthesis as defined, **unless specified as part of the benefit entitlement of this policy.**
- 27.11. **Cosmetic Surgery** where no clinical indication for **treatment** is present, including any **treatment** and costs resulting from these procedures unless specified as part of the benefit entitlement to this policy.
- 27.12. Discounts negotiated by the / and insured person directly with a service provider where re-imburement of a claim will / could enrich the insured person.
- 27.13. **Elective procedures** with no clinical / medical indication including any **treatment** and costs resulting from these

procedures unless specified as part of the benefit entitlement to this policy.

- 27.14. Investigations, treatment or surgery for eating disorders, obesity or weight management, including any consequence of such **treatment**.
- 27.15. Investigations, treatment, medication or surgery related to any condition where the policyholder seeks advice, diagnosis and / or treatments outside the border of South Africa.
- 27.16. **BMI (Body Mass Index)**
  - 27.16.1. The additional charge by a **Registered Medical Professional** for the management of overweight and underweight patients with reference to the **Body Mass Index (BMI)**. The applicable BMI codes are 0018 and 0019 and are not covered on this policy.
  - 27.16.2. The additional charge by a **Registered Medical Professional** for the management of overweight and underweight patients **Body Mass Index (BMI)**, directly related to pregnancy and diseases that are non-lifestyle related and the policyholder is under medical care at claim stage, Sirago will pay those additional charges applicable.
  - 27.16.3. Supporting documentation is required from the patient in order to validate the claim.
- 27.17. Investigations, treatment or surgery related to infertility, artificial insemination, hormone treatment for infertility, or any other form of assisted reproduction.
- 27.18. Any claim related to the treatment of Sterilisation and Contraceptive device implantation unless specified.
- 27.19. Robotic Surgery, specialised mechanical or computerised appliances and equipment.

## 27.20. SPORT RELATED EXCLUSIONS:

Any illness, injury or condition resulting from or directly associated with professional sport:

- 27.20.1. Participation in any form of race or speed test, other than on foot.
- 27.20.2. Involving any mechanically propelled vehicles or crafts.
- 27.20.3. Participation in a sport or hobby that is defined by Underwriters as **hazardous** or dangerous except for **scholars** taking part in school activities.
- 27.20.4. Participation as a **professional sports person**.

## 28. STANDARD SHORT- TERM POLICY EXCLUSIONS

You will have no benefit, and we will not compensate you for any illness, condition, disease or **injury**, or the consequences of **treatment** of, or resulting from, or associated with:

- 28.1. Any claim arising directly or indirectly from active involvement in war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or political risk of any kind, or any act of any person acting on behalf of or in connection with any organisation, group or activity aimed at overthrowing any government by force or any deliberate act of terrorism or violence.
- 28.2. Any riot, strike or public disorder (including civil commotion, labour disturbances or lock-out) or any act or activity resulting in or calculated to bring about riot, strike or such disorder.

- 28.3. Active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike or the activities of locked out workers.
- 28.4. The act of any lawfully established authority, police force, security force or any other local, provincial or national body, in controlling, preventing, suppressing or in any other way dealing with any event referred to in the clauses above.
- 28.5. Compensation in terms of the War Damage Insurance Act 85 of 1976.
- 28.6. Nuclear weapons or nuclear material, ionizing 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.
- 28.7. Any loss arising from any contractual liability.
- 28.8. Any consequential loss or damage whatsoever.
- 28.9. Any attempt by you to commit an unlawful act.

## 29. DEFINITIONS AND EXPLANATIONS

- 29.1. **Accident:** An event that occurs unintentionally and usually results in harm, injury, damage or loss. Policy cover only extends to accidents occurring after inception of the policy.
- 29.2. **Acute:** A condition which is generally unforeseen, of rapid onset in nature, is severe and treatable, but does not last for a prolonged period and is therefore not chronic.
- 29.3. **Acute Hospital:** A hospital that treats all major and minor conditions.
- 29.4. **Appliances:** An instrument or device designed for a particular medical use.
- 29.5. **Beneficiary:** A person(s) other than the policyholder of an insurance policy who is entitled to receive benefits.
- 29.6. **Body Mass Index (BMI):** A measurement tool to establish the ideal weight of a person based on weight and height. Additional fees are charged for management of patients who fall outside the prescribed BMI.
- 29.7. **Certificate of Membership (COM).** An official document issued by your medical scheme or Gap Cover Provider indicating all relevant beneficiaries, waiting periods and / or contributions / premiums applicable to the medical scheme / policy.
- 29.8. **Consumable medical supplies:** Non-durable medical supplies that:
  - 29.8.1. are usually disposable in nature;
  - 29.8.2. cannot withstand repeated use by more than one individual;
  - 29.8.3. are primarily and customarily used to serve a medical purpose;
- 29.9. **Council of Medical Schemes (CMS):** A statutory body established by the medical schemes act (131 of 1998) to provide regulatory supervision of private health financing through medical schemes.
- 29.10. **Corrective procedures:** In relation to Cosmetic procedures that aim to correct function or structural defect.
- 29.11. **Cosmetic Surgery:** Procedures performed to repair, change or restore body parts to look normal, or to change a body part to look better.
- 29.12. **Dependent:** Someone who is dependent upon the policy owner for access to the benefits available within this policy.
- 29.13. **Designated Service Provider (DSP):** The hospital/specialists/ network providers prescribed by your Medical Scheme Rules where you can obtain diagnosis and **treatment** benefits without **co-payments** or penalties.
- 29.14. **Diagnostic:** A procedure or test which is performed to find out what is wrong with a patient. Diagnostic procedures do not aim to treat or cure a condition but is informative and exploratory in nature. This includes, for example, any examination, such as laboratory diagnostic or x-ray examination that does not result in a bona fide non-medical expense cover as a result of **hospitalisation** for **treatment** purposes (Other than covered under the Additional Care Cover).
- 29.15. **Elective procedures: Treatment** that is not clinically essential such as *surgery* to correct a cosmetic condition that is not life-threatening.
- 29.16. **Emergency treatment:** A serious situation or occurrence that happens unexpectedly and demands immediate medical attention in the Emergency Room.
- 29.17. **Excess:** The first portion of any claim payable by you before cover commences.
- 29.18. **Family:** This is defined as a group consisting of parents and children living together in a household.
- 29.19. **Family Size:** Is defined as a maximum of 2 adults and 3 child dependents only.
- 29.20. **General Waiting Period:** A Period in which a policyholder is not entitled to claim any, or may only claim certain, policy benefits.
- 29.21. **Hazardous/Dangerous (Sport):** Participation in any hobby, adventure or extreme sports including but not limited to:
  - Abseiling;
  - Mountaineering;
  - Rock climbing;
  - Hang gliding;
  - Micro-lighting;
  - Base jumping;
  - Parachuting;
  - Skiing;
  - Hunting;
  - Kite surfing;
  - Underwater activity involving the use of artificial breathing apparatus and all other forms of racing or speed trial or contest;
 The **Underwriter** reserves the right to add to this list from time to time.
- 29.22. **Health Event:** An event relating to the health of the body of the insured person, adversely affected by illness or injury and necessitating bona-fide **In-Patient** non-medical expense cover as a result of **hospitalisation** and Out-patient procedures or other **treatment** approved by the **Underwriter**.
- 29.23. **Hospital:** An institution providing medical, surgical treatment and nursing care, for sick or injured people. This definition includes day hospitals and **clinics**.
- 29.24. Non-medical expense cover as a result **Hospitalisation:** Confinement in a hospital as a resident **In-Patient** under the professional care of a **Registered Medical Professional** as defined below and approved by the **Underwriters**.
- 29.25. **ICD-10 Coding:** The International Classification of Diseases is a diagnostic coding standard that was adopted by the South African National Department of Health in 1996.
- 29.26. **Illness:** A disease or period of sickness affecting the body, which warrants treatment at an emergency facility.
- 29.27. **Incident:** Any single discrete occurrence of a health event / claim incident, including all costs related to the original event.
- 29.28. **Individual:** A single human being as distinct from a group or family.
- 29.29. **Injury:** Damage to a body part sustained in an unforeseen future event, caused solely and directly by violent, accidental, external and visible means independent of and untraceable to any other cause.

- 29.30. **In-patient:** A patient who is "admitted" as a resident to the hospital as an "in-patient" and who spends time in a hospital ward admitted as such.
- 29.31. **In Room Procedures:** is defined as a procedure in a surgical suite that meets the requirements of a restricted area and is designated and equipped for performing surgical operations or other invasive procedures that require an aseptic field which would / could ordinarily be undertaken in an Acute facility.
- 29.32. **Insurance Company / Insurer:** The Insurance Company, indicated on your Schedule of Insurance, which offers insurance policies in return for premiums.
- 29.33. **Medical Scheme:** A medical scheme is a form of insurance where you pay a monthly amount, called a contribution in return for financial cover for medical treatment you may need as well as any related medical expenses.
- 29.34. **Medical Scheme Rate:** It means the set fee that your scheme pays the service provider (doctor, hospital).
- 29.35. **Medical Specialist:** A practitioner who has completed advanced education and clinical training in a specific area of medicine, which includes but are not limited to Cardiologists, Gastroenterologists, Gynaecologists, Oncologists, Ophthalmologists, Orthopaedic surgeons, Physicians, Paediatricians & Urologists. For purposes of this policy the definition specifically excludes all Basic and Specialised Dentistry, Optometry, Orthodontics, Orthotics, Physiotherapy, Psychiatry, Supplementary and Complementary Medical Practitioners as well Pathology and Radiology unless defined.
- 29.36. **Overall Annual Limit (OAL):** The total value of the compensation allowed for all aggregated claims as defined within this schedule, per beneficiary registered on the policy.
- 29.37. **Policy:** The formal contract issued by the Insurer, which contains terms and conditions of the short-term insurance cover and serves as its legal evidence.
- 29.38. **Policy Owner / Policyholder:** If you own an insurance contract or policy, you are a policyholder, also known as the policy owner. As a policyholder, you may also be the person covered by the policy.
- 29.39. **Pre-existing Conditions:** Any illness, injury, condition or disorder which existed before this policy activated.
- 29.40. **Prescribed:** The expiry or lapsing of legal rights in terms of the policy.
- 29.41. **Prescribed Minimum Benefits (PMB):** A set of benefits as defined in the Medical Schemes Act and Regulations which ensures that all scheme members have access to certain minimum health benefits, regardless of your Medical Scheme Option. This includes a requirement for Medical Schemes to pay the full cost of diagnosis and treatment of a list of medical conditions.
- 29.42. **Prescribed Period:** A defined 12 (twelve) month benefit cycle determined from your date of inception.
- 29.43. **Principal:** The Signatory to the application for inception of the policy.
- 29.44. **Professional sport:** This is a sport which is registered where an individual derives their livelihood (income) from fulltime participation in said sport.
- 29.45. **Psychiatric or psychological condition:** Any kind of mental illness and disability. This includes all forms of major affective disorders, anxiety disorders, psychiatric conditions and all other mental disorders outlined under **ICD-10 Coding F01:F99–Mental, Behavioural & Neurodevelopmental disorders.**
- 29.46. **Registered Medical Professional:** A person legally licensed and duly qualified to practice medicine and surgery (other than the Insured or a member of the Insured's immediate family). This includes people legally licensed, duly qualified and registered in the Specialist Register of the Health Professional Board of the Republic of South Africa and recognised as such by the Underwriter.
- 29.47. **Scholar:** An insured that is attending primary or secondary school. This definition specifically excludes any student or attendant of a tertiary institution.
- 29.48. **Surgical Procedure:** A course of action with the intention of treating, curing or restoring anatomical functions or structure and specifically excludes rehabilitation and other policy exclusions, not specifically defined as covered.
- 29.49. **Trauma:** Serious injury to the body, as a result of physical violence or an accident.
- 29.50. **Treatment:** Services provided to a patient, by a specialist or therapist approved by the Underwriter for acute, life-threatening medical conditions.
- 29.51. **Treatment Plan** – A plan developed and approved by your medical scheme in consultation with the relevant medical practitioner
- 29.52. **Underwriter / Sirago Underwriting Managers (Pty) Ltd:** Any person who or which issues a financial product to clients in the form of a Short-term Insurance policy as defined in the Short-term Insurance Act 53 of 1998 by virtue of an authority, approval or right granted to such person in terms of a written agreement entered into by such person with a Short-term Insurer, authorised to carry on Short-term Insurance business in the Republic of South Africa. An Underwriting Manager's sole remuneration is derived from such activities and such person is deemed to be an agent of the Short-term Insurer. The acts of an Underwriting Manager shall in all respects be and are fully binding upon the Short-term Insurer. Premiums received by an Underwriting Manager on behalf of the Short-term Insurer shall irrevocably be deemed to have been received by the Short-term Insurer.

**Please Note: Effective from 01 January 2019, claim events occurring as of 01 January 2019 will be assessed strictly in accordance with these terms.**

The below table demonstrates the commission calculations based on premiums that your appointed intermediary is entitled to earn. However, the table does not cater for any additional section 8 (5) fees that might have been negotiated between you and your intermediary, prior to policy inception. This intermediary fee is optional and is paid to the intermediary on top of the statutory commission on your behalf.

PREMIUM		% COMMISSION
FROM R1.00 to R300	Is	20%
THEN R301 to R600	Is	15%
THEN R601 to R1200	Is	10%
THEREAFTER R1201 +	Is	5%