



**TD ADMINISTRATIVE SERVICES INDIVIDUAL GAP COVER 100
MASTER POLICY WORDING**

Master Policy Wording No.: TDAS/IG/2013

**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.**

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.

Protection of Personal Information Act, 2013 (POPIA)

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.

An Insured Person has the right to -

- object to the processing of their personal information on reasonable grounds unless legislation allows for such processing, in the manner prescribed by POPIA;
- 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
TD Administrative Services (Pty) Ltd
Unit 1, Coram Park
86 Ferero Avenue
Randpark Ridge, 2169

Tel: 086 111 2348
Email: enquiries@tdas.co.za

- 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 Company 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.

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. “**Administrator**” means TD Administrative Services (Pty) Ltd, Reg. No. 2014/090534/7, FSP No. 7379.
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 or financially dependent on the Principle 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 the Company providing similar cover.

This age may be extended to twenty five (25) next birthday in respect of an unmarried child who is a full time student, who attends lectures on a daily basis at a recognised tertiary institution. 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 in terms of the Principal Insured Person’s medical aid scheme.

4. “**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.
5. “**Eligible Spouse**” means the spouse of the Principal Insured Person who is not already insured under this section or any other policy issued by the Company providing similar cover. A spouse shall only be accepted for cover in terms of this policy if such spouse is covered in terms of the Principal Insured Person’s medical aid scheme.

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.

6. “**Family**” means the Principal Insured Person and such person’s Eligible Spouse provided such spouse is an Insured Person but not a Principal Insured Person and such person’s eligible children provided they are Insured Persons.
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 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.
8. “**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.
9. “**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.
10. “**Incident**” means any one accident or illness which causes an Insured Person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations.
11. “**Insured Person**” means
 - a. A Principal Insured Person or an Eligible Spouse of a Principal Insured Person (if spouse’s cover has been granted) or an eligible child of a Principal Insured Person (if dependant’s cover has been granted). Such persons must be covered in terms of the Principal Insured Person’s medical aid scheme and
 - b. Such other person as the Company may from time to time deem eligible.
12. “**Medical practitioner**” means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF).
13. “**Travelling**” means travelling in any country other than the Republic of South Africa.
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. **"Hospital Confinement"** means admission to a hospital ward.
16. **"Schedule"** means the Schedule of Insurance attaching to and forming part of this Policy.
17. **"Medical Scheme Option Reimbursement Rate"** means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
18. **"Medical Scheme Tariff"** means the rate equal to the Insured Person's Medical Scheme Rate.

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 and/or operations (as defined) or Treatment (as defined) whilst in hospital, including:
 - a. The necessity for chemotherapy or radiotherapy 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
 - iii. Ischio-rectal abscess drainage
 - iv. Closure of colostomy
 - v. Surgical haemorrhoidectomy (excluding sclerotherapy or band ligation)
 - vi. Lymph node biopsy
 - II. Urology
 - i. Vasectomy
 - ii. Cystoscopy
 - iii. Orchidopexy
 - iv. Prostate biopsy
 - III. Ophthalmology
 - i. Cataract removal
 - 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
 - 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
 - XIV. Obstetrics & gynaecology
 - i. Tubal ligation
 - ii. Childbirth in a non-hospital setting
 - iii. Incision and drainage of Bartholin's cyst
 - iv. Marsupialisation of Bartholin's cyst
 - v. Cervical laser ablation
 - vi. Hysteroscopy
 - vii. Phototherapy
 - viii. Dilatation 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

The Company will pay to the Principal Insured Person 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, 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.
 - 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 aid scheme (such as Prescribed Minimum Benefits), this exception includes ward fees, theatre fees, materials (including prosthesis), medicines and other hospital expenses.
11. Any procedure not covered or declined by the medical aid scheme.
12. No benefits shall be payable for an insured event 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.

13. No benefits shall be payable for pregnancy or childbirth for a period of twelve (12) months from inception of this policy.
14. 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. This exclusion does not apply to traditional cancer treatment if such Designated Service Provider is Public Hospitals or Public Clinics.
15. No benefits shall be payable for a period of three (3) months from 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.
18. No benefits shall be payable in the event of fraudulent submission by the claimant.

GENERAL CONDITIONS

1. 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 treatment for 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 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 Operational Officer,
Constantia Insurance Company Limited
PO Box 3518
Cramerview
2060

Tel: 011 686 4200 Fax: 011 789 8828
Email: info@constantiaigroup.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
www.osti.co.za

If the dispute is not satisfactorily resolved in this manner, the Principal Insured has a further one hundred and eighty (180) 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.

2. 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 (40) day grace period from the premium payment date.
- c. If the outstanding premium is not paid within the forty (40) 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.

3. Termination of cover

- a. This policy may be cancelled by either party at any time by giving thirty (30) days notice in writing.
- b. An incident will only qualify if the hospitalisation caused by such incident commences before the date of cancellation in which case all outstanding claims must be submitted to the Company within three 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. 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.
- e. No Premium refund shall be due in the case of cancellation by either party.

4. 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.

5. Jurisdiction

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

Where payment is to be made to or by the Company it shall be made in the currency of the Republic of South Africa at the Company's head office unless the Company allows otherwise.

6. Commencement of cover

Cover in terms of this policy commences on the first day (1st) of the calendar month for which the premium has been paid by or for the Insured Person.

7. Amendments

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

8. Cover

- a. Cover shall only be in force provided that the Insured Person is registered with a medical aid 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 chemotherapy or radiotherapy as an out-patient for the treatment of cancer or during treatment as an out-patient for the necessity of kidney dialysis.
- c. The minimum entry age for the Principal Insured Person is age eighteen (18) last birthday and the

maximum entry age is age sixty five (65) last birthday.

TABLE OF BENEFITS

- a. Gap Cover - A benefit equal to actual cost limited to four (4) times the Medical Scheme Tariff less the Medical Scheme Tariff for treatment received whilst as an in-patient and/or outpatient (as stated in the Defined Event).

SPECIFIC LIMITATIONS

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

- a. Gap Cover is limited to the following maximum benefit payable
 - I. R100,000 in the aggregate per annum per Insured Person.
 - II. R200,000 in the aggregate per annum per Family.