

## H&A ACCIDENT MEDICAL EXPENSES PLAN

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This Policy is a contract made between You (the policyholder) and Us (Chartis South Africa Limited). We agree to provide insurance on the basis set out in this Policy provided the Premium is paid when due and We agree to accept it.

Signed on behalf of the Company



David Murphy  
Regional Vice President  
Chartis International Accident & Health Division

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### PERIOD OF INSURANCE / PREMIUM PAYMENTS

- (a) This Policy is issued in consideration of the payment of the premium stated in the Policy Schedule, which includes premiums for any attached Endorsement.
- (b) This Insurance will begin and end at 00H00 South African time.
- (c) Your premiums are payable monthly in advance. If Your premium is not paid on the due date the Policy will terminate from that date unless You pay the premium within one month of the due date.
- (d) We reserve the right to ask for proof of payment of premium at any time. Such proof must be to Our satisfaction.
- (e) Although We do not expect to increase premiums, certain circumstances such as change in general economic conditions may result in future contributions not being sufficient to maintain full Benefits throughout the lifetime of the Policy. We will, from time to time, review the level of contributions in relation to the Benefits provided by Your Policy, and will advise You of any changes that may be necessary by sending You written notice to Your last known address 30 days before the change takes effect.

### SCOPE OF INSURANCE

We will pay the Benefit amount shown in the Table of Benefits if during the Period of Insurance, You or any other Insured Person sustains Injury which, solely and independently of any physical defect or infirmity existing prior to the Accident, results within 2 calendar months of the date of the Accident in an Insured Event in respect of the selected Plan as specified in the application form.

### EXTENSION/S

#### AMBULANCE BENEFIT

We will pay for the actual Ambulance Costs to and from Hospital as shown in the Table of Benefits.

#### DEATH OF A FAMILY MEMBER

We will pay the amount shown in the Table of Benefits in the event of accidental Death of an Insured Person.

### ENTRY AGE LIMITS

1. You, and if insured, Your Spouse must be between the age of 6 months and 55 years to join this plan.
2. Children are covered between the ages of 6 months and under 18 years (under 25 years if they are unmarried, not pregnant and dependent full time students).
3. If either Your age or the age of Your Spouse has been misstated, all amounts under this Policy will equal the Benefit amounts for which the premium would have been paid had the correct age been stated. In the event that the age of any Insured Person was misstated and if, according to the correct age of the Insured Person, the coverage provided would not have become effective, or would have ceased prior to acceptance of such premiums, then Our liability will be limited to the refund, upon written demand, of all premiums paid for the period not covered by this Policy less any reasonable expenses incurred by Us.

### MAXIMUM AMOUNT PAYABLE

1. The maximum amount payable in respect of any Insured Event for any one Accident to the Insured Person is stated in the Table of Benefits.
2. The amount payable in respect of Death of Children shall be limited to that which is allowed by current legislation at the Date of Loss.
3. In the event of the Insured Person having more than one Accident policy with Us, the accidental Death Benefits shall be added together and shall not exceed R2 500 000.

### GENERAL CONDITIONS

1. Any word or expression which is given a specific meaning in this Policy will have that meaning wherever it appears.
2. This Policy will be governed by the laws of South Africa and the courts therein shall have sole jurisdiction to the exclusion of the courts of any other country.
3. 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.
4. You will give Us notice within 90 days of any material change.
5. The onus will always be upon You to ascertain, correctly admit and pay any tax liability in consideration of any Benefit being paid that may in any form whatsoever, incur taxes of any nature.
6. Our liability under this Policy will be conditional on the Insured Person's observance of the Definitions, Conditions, Exclusions, Provisions, Terminations and Endorsements herein.
7. This Policy replaces any previous Accident and Health Master Policies or Endorsements to such Master Policies in respect of **H&A Accident Medical Expenses Plan** that have previously been issued at any time.
8. We reserve the right to amend the Benefits by forwarding notice 30 days prior to the amendment taking effect to Your last known address. This notice will apply in the case of general changes in current legislation and may mean that more immediate changes are enforced.
9. The official version of this Policy is that issued in English.
10. Words in this Policy in the masculine gender include the feminine gender.
11. Should any discrepancies arise between this Policy and any literature received in connection with this Policy by You or any Insured Person, the Definitions, Conditions, Exclusions, Terminations, the Policy Schedule and any Endorsements of this Policy will govern in all cases.
12. We reserve the right to ask for proof of payment of premium at any time. Such proof must be to Our satisfaction.
13. Any deviation or variation from any of the Definitions, Conditions, Exclusions, Provisions, Terminations and Endorsements of this Policy must be agreed prior to such deviation or variation and written confirmation from the Company must have been received by the Insured Person before inception of such deviation or variation thereof.
14. Subject to payment of the premium and all of the conditions and other provisions of this Policy, this Policy will begin on the date of payment of the first premium and will continue indefinitely until cancelled or terminated in accordance with the CANCELLATION/TERMINATION Section.

### DEFINITIONS

For the purpose of interpretation of this Policy:

**Accident** means a sudden unexpected and specific event which occurs at an identifiable time (moment or point in time) and place and which results in Injury.

**Accumulation Limit** means the maximum liability We will pay under this Policy in respect of any one Accident or number of Accidents arising from one source or cause.

**Aids** means an opportunistic infection, or a malignant neoplasm. For the purpose of this definition the term "Acquired Immune Deficiency Syndrome" will have the meaning assigned to it by the World Health Organisation. Opportunistic infection will include but not be limited to Pneumonia caused by Pneumocystis Carini, the organism of chronic enteritis virus and or disseminated fungal infections. Malignant Neoplasm will include but not be limited to Kaposi's Sarcoma, lymphoma of the central nervous system and or other malignancies now known or which became known as immediate causes of Death or Illness in the presence of Acquired Immune Deficiency Syndrome.

Acquired Immune Deficiency Syndrome will include HIV (Human Immune Deficiency Virus), Encephalopathy (dementia) or HIV wasting syndrome.

**Ambulance Costs** means the Benefit paid for emergency road transportation to and from Hospital in the event of an Accident necessitating such transportation but not exceeding the amount shown in the Table of Benefits provided that such costs are not recoverable from any other source.

**Benefit** means the amount paid at the rate shown in the Table of Benefits.

**Beneficiary/ies** means the person or persons nominated by You and named in the application form.

**Child/ren** means:

- any natural children,
- lawfully adopted children,
- step children by marriage,
- foster children who have in terms of the provisions of any legislation relative to the protection of children been placed in the custody of the policyholder as foster children, or any children who are living with the policyholder in the same household in a relationship which is not casual or impermanent and as if they were the lawful children of the policyholder, who are over the ages of 6 months and under 18 years of age (or under 25 years of age and are full-time students at an accredited institution for higher learning), not pregnant, unmarried and primarily dependent on You for maintenance and support.

**Date of loss** means for Injury, the date of the Accident.

**Effective Date** means the date stated in the application form.

**Family** means Your nominated Spouse and Your Children.

**Holder** means H&A that has arranged for the insurance herein contained and who has the ownership, possession or use of the insurance herein defined and who has the legal right to enforce same and negotiate on behalf of the Insured Person in this respect.

**Hospital** means a legally constituted establishment that operates pursuant to the laws of the country in which it is based and which meets the following requirements:

- (a) it operates primarily for the reception, medical care and treatment of sick, ailing or injured persons on a resident in-patient basis;
- (b) it admits resident in-patients only under the supervision of a Medical Practitioner;
- (c) it maintains organised facilities for the medical diagnosis and treatment of such persons and provides (where appropriate) facilities for major surgery within the confines of the establishment or facilities controlled by the establishment;
- (d) it provides a full-time nursing service by or under the supervision of a staff of nurses;
- (e) it is not a day clinic, health hydro or nature clinic, a mental institution, an institution confined primarily to the treatment of psychiatric disease, the psychiatric department of a hospital, a place for the treatment of chemical dependence, an establishment or a special unit of a hospital used primarily as a place for treatment of drug addicts or alcoholics, a hospice, frail care centre, a rest or nursing home, convalescent, rehabilitation, assisted living or extended care centre.

**Immediate Medical Treatment** means a Medical Practitioner's treatment, consultations and prescribed or repeat maintenance medication in respect of treatment commencing within 24 hours of the time and date of the Injury.

**Injury** means a bodily injury or physical trauma to an Insured Person resulting from an Accident occurring solely, directly and independently of any other cause or any other physical defect or infirmity existing prior to the Accident in an Insured Event within 24 months of the date of the Accident. Exposure to the elements of nature as a direct result of an Accident will be deemed to be Injury.

**Insured Person** means You or Your Spouse, or Your Children.

**Legal Representative/s** means the person or persons who manages the legal affairs of the Insured Person as a result of incapacity or Death.

**Limit any one Life** means the maximum amount payable to any one Insured Person specified in the Table of Benefits.

**Medical Expenses** means the reasonable and customary charges levied from a registered Medical or paramedical practitioner for actual costs incurred up to the maximum limit stated in the Schedule of Benefits as a result of an Accident if an Insured Person's medical condition requires Immediate Medical Treatment but excluding any amount of any compensation recoverable by or on behalf of an Insured Person under any occupational injury enactment or workmen's compensation enactment or any other insurance policy. Medical Expenses include the cost of necessary medical or surgical treatment, services, or supplies, including necessary hospital, nursing and ambulance services. Medical Expenses in respect of dental charges are limited to treatment of Bodily Injuries sustained to sound natural teeth and received within 30 days of the Date of Loss.

**Medical Practitioner** means a person currently legally licensed and registered to practice medicine other than You under this Policy or a member of any Insured Person's immediate family.

**Medical Treatment** means a Medical Practitioner's medical advice, treatment, consultations, and prescribed or repeat maintenance medication.

**Policy** means this document embodying the contract of insurance and will include any subsequent endorsements, amendments, declarations and application form and correspondence issued to You.

**Professional Player** means an Insured Person earning in excess of 50% of his income from playing sport.

**Professional Sport** means a sport which remunerates a player as a means of livelihood.

**Reasonable and Customary Charges** means a charge which:

- a) is charged for treatment, supplies or medical services medically necessary to treat an Insured Person's condition;
- b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
- c) does not exceed charges for treatment that would not have been made if no insurance existed.

**Spouse** means the husband, wife, partner in a permanent same sex life partnership or any de facto partner with whom the Insured Person has permanently and continuously lived in the same household in a relationship which is not casual or impermanent for a period longer than 12 consecutive months and as if he or she were Your lawful spouse. Only one Spouse shall be eligible for cover under this Policy

**Terrorist Act** means active involvement in any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator/s and victim/s will not be considered Terrorist Acts. Terrorism will also include any act which is verified or recognized by any relevant Government as an act of terrorism.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We / Our/ Us** means Chartis Life South Africa Limited, the company.

**You/Your** means the policyholder who is under the age of 55 years, who has applied for this insurance and who is responsible for the payment of the premium and has completed an application form incorporating a premium deduction authority satisfactorily.

## **EXCLUSIONS**

No Benefit will be payable if an Insured Event is as a result of, by or from:

1. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out; or
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
3. Injury arising from any Terrorist Act or bomb threat or threat thereof; or
4. the use, release or escape of nuclear materials that directly or indirectly results in ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion will include any self-sustaining process of nuclear fission; or
5. the dispersal or application of pathogenic or poisonous biological or chemical materials; or
6. being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
7. Injury arising from any criminal or illegal act committed by the Insured Person; or
8. for the Insured Person whilst acting as part of the aircraft crew, except as a passenger travelling by air on a legally licensed commercial aircraft; or
9. self-inflicted Injury, suicide, or attempted suicide, insanity or any acute and/or chronic psychiatric, psychological or emotional condition; or
10. investigations, operations or treatment of a purely cosmetic nature, for obesity, to cure or improve impotency or undertaken to facilitate pregnancy; or
11. Injury caused by, traceable to, prolonged by or otherwise affected by any physical defect, infirmity or condition existing prior to the Effective Date of this Policy; or
12. congenital abnormalities from which the Insured Person suffered at any time before the Effective Date of this Policy and any conditions arising or resulting there from; or
13. childbirth, abortion, miscarriage, pregnancy or any condition arising there from except as a result of Injury; or
14. for any Injury resulting from or due to diabetes or epilepsy; or
15. mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
16. for:
  - a) being under the influence of alcohol, drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a Medical Practitioner (other than the Insured Person),
  - b) driving a motor vehicle and having more than the legal limit of alcohol in his blood.  
The onus will rest upon the Insured Person or the beneficiaries to prove that a) or b) was not the cause of the Accident; or
17. treatment of alcoholism, substance abuse, solvent abuse, drug abuse or addictive conditions of any kind; or

18.
  - a) Injury or Illness caused by or arising from the conditions commonly known as AIDS or HIV or any related Illness or condition including derivatives or variations thereof, howsoever acquired or caused;
  - b) or venereal or other sexually transmitted diseases; or
19. Injury affecting the spine or the musculature, ligamentous system, cartilages, dura, nervous system or blood supply to the spine other than once during any 12-month period of the Insurance from the commencement date or renewal date of the Policy and each anniversary thereof; or
20. any loss caused or contributed to directly or indirectly wholly or partly by:  
medical or surgical treatment, services or supplies except as may be necessary solely as a result of an Accident; or
21. the Insured Person participating in any sport as a Professional Player; or
22. the Insured Person engaging in motor cycling (where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver), steeple chasing, polo or horseback riding, hunting, bungee jumping, abseiling, white water rafting, hiking (unless accompanied by a recognised guide or on a clearly marked trail), mountaineering, scuba diving (unless licensed and/or accompanied by a qualified instructor), potholing, fighting (except in bona-fide self defence), racing (other than on foot or under sail in in-land waters), speed or endurance racing or practise thereof (other than athletics), or any hazardous pursuits or activities or pastimes, or training for or engaging in contact sports; or
23. the Insured Person's wilful or deliberate exposure to danger (except in an attempt to save human life); or
24. engaging in underground occupational activities or occupational activities requiring the use of explosives.

All exclusions shall apply to:

- (a) Any subsequent increase in Benefits from the date of such increase.
- (b) Any Insured Person being added to this Policy from the date of his acceptance onto the Policy.

#### **CLAIMS CONDITIONS**

1. Claims Procedure:
  - a) Notice must be given to Us in writing within 60 days of any occurrence which may give rise to a claim under this Policy.
  - b) We will have the right to have a post mortem examination of the body.
  - c) All certificates, information and evidence required by Us will be furnished in the form prescribed and without expense to Us and must be submitted to Us within 90 days following notification. After 90 days the onus will rest with the claimant to prove that We were not prejudiced in any way as a result of the late notification.
  - d) The Insured Person will submit to medical examination on behalf of and at Our expense as often as will be required in connection with any claim.
  - e) Qualified medical advice will be sought and followed promptly on the occurrence of any Injury and We will not be liable for that part of any claim which in the opinion of Our medical adviser arises from the unreasonable or wilful neglect or failure of You to seek and remain under the care of a qualified Medical Practitioner and to follow medical advice.
  - f) Upon investigation of the claim, the maximum amount payable for Confinement may be for less than 365 days. With respect to Confinement, We will usually pay the Benefit after a period of Confinement but if the Confinement is of long duration We will, at Our discretion pay the Benefit monthly.
2. Should You not pay Your premium on the due date You will have a period, not exceeding 30 days, in which to pay this premium. No compensation will be paid during this period.
3. No sum payable under this Policy shall carry interest under any circumstances.
4. We will not be liable to pay any Benefits if the Insured Person does not comply with all Policy obligations.
5. In the event that the Insured Person dies as a direct result of a road traffic accident of which the cause or the consequence could be a heart attack, We will consider the accident as an Insured Event.
6. No Insured Person will be entitled to recover Benefits under this Policy exceeding more than 100% of the Compensation in respect of any one Insured Event and upon accrual of the Insured Person's right to such percentages, all further rights of the Insured Person in respect of the Insured Event will cease.
7. Our liability in respect of any one Insured Person will be limited to the amount stated in the Table of Benefits under Limit any one Life for all Compensation arising out of any one Accident or occurrence.
8. We will not be liable under this Policy for more than the amount stated in the Table of Benefits under the Accumulation Limit in respect of any one Accident or occurrence or number of Accidents or occurrences arising from one source or cause. In the event of the Accumulation Limit being payable the amount so paid will be proportionately disbursed between the number of Insured Persons entitled to Compensation proportionately to the Benefit due to each of them.
9. The Insured Person will take all reasonable precautions to prevent Accidents and will comply with all statutory requirements and regulations material to the occurrence of any Accident or Insured Event as a condition precedent to Our liability hereunder.

10. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to arbitration, in accordance with the statutory provisions in that regard for the time being in force in the Republic of South Africa, and the making of an award will be a condition precedent to any liability for Us to make any payment under this Policy.

11. All claims arising from criminal incidents are to be supported and accompanied by a certified police report.

#### **PAYMENT OF BENEFITS**

This Policy is not assignable and all Benefits under this Policy are payable to You or Your Beneficiary/ies or Your Legal Representative/s. If the Benefit is payable in respect of Your Spouse or one of Your Children the money will be paid to You. No one other than You will have rights in terms of the Policy against Us. Receipt of the money so paid will be a valid discharge of Our liability under this Policy.

#### **STAMP DUTY**

We shall keep a schedule on which the appropriate stamp duty shall be affixed or imprinted in accordance with the Benefit secured from time to time under this Policy. Such schedule shall be deemed to be an integral part of this Policy and the stamp duty will be paid over to the revenue authorities by Us on behalf of this Policy.

#### **COMPLAINTS AND DISPUTES**

We have developed an internal procedure for dispute resolution so that, if at any time Our products or services have not satisfied Your expectations, You can contact Us. Our Complaints and Disputes Department will have Your complaint reviewed by management and You will have a response within 15 working days. We will not be responsible for any expenses incurred if You do not contact Us first. If You are still unhappy You may take Your complaint to the Long-Term Insurance Ombudsman who may be contacted at (021) 674 0330 - Telephone or (021) 674 0951 - Facsimile or P O Box 45007 Claremont 7735.

#### **CANCELLATION/TERMINATION OF POLICY**

You may cancel this Policy at any time by giving Us one calendar month's notice in writing. We may cancel this Policy by sending You one calendar month's notice in writing to Your last known address.

This Policy will terminate on the earliest of the following dates:

- (a) On the date the Master Plan is cancelled;
- (b) On the premium date following Your written request for cancellation of this Policy;
- (c) Cover will cease in respect of You or Your Spouse on Your 80th birthday;
- (d) In respect of Your Spouse or Children, on the date that such Insured Person ceases to be eligible as herein defined;
- (e) On the date that payment of Benefit is made to You for any Benefit of 100% in the Table of Benefits;
- (f) On the premium due date should the required premium not be paid by You.

#### **FRAUD**

The Insured Person will forfeit all Benefits under this Policy if any claim is in any respect fraudulent or intentionally exaggerated and We will cancel this Policy from any date in Our discretion.

#### **LEGAL ACTION**

In the event of Us disclaiming liability in respect of any claim and an action or suit being commenced within 12 months after such disclaimer or in the case of arbitration taking place within 12 months after the arbitrator will have made his award, all Benefits under this Policy in respect of such claim will be forfeited.

#### **ONUS OF PROOF**

The Insured Person shall bear the onus of proving that the Insured Person's Confinement to Hospital was necessary.

#### **SPECIFIC PROVISOS -**

1. If the loss ratio under this Policy during any quarterly Period of Insurance exceeds 55%, the Company shall be entitled to increase monthly premiums or amend Terms and Conditions by giving 30 days written notice to the Holder to the extent necessary to maintain and stabilise the loss ratio to below 50%.
2. If a claim to indemnify an Insured Person arises under this Policy there may be any other insurance, including statutory insurance, covering the same expenses, the Company shall not pay more than their rateable proportion of such claim. The Insured Person hereby cedes and transfers to the Company any right and interest in and to any cause of a claim that an Insured Person may have under this Policy. The Company may at their expense take proceedings in an Insured Persons name to recover compensation or secure an indemnity from any third party in respect of any injury covered by this Policy. Any amount so recovered or secured shall belong to the Company and the Insured Person shall give such information and assistance as the Company may require.

**SCHEDULE OF BENEFITS**

<b>INSURED EVENT</b>	<b>COMPENSATION</b>
Accident Medical Expenses	100% of actual costs not exceeding R150,000 in any 12 month period but excluding the first R1,500 of each and every claim Excess for 70 to 79 years: R5,000 each and every claim
<b>EXTENSIONS</b>	
Accidental Death	R5,000 per Insured Person
Ambulance Costs	Up to a maximum of R25,000 per accident
LIMIT ANY ONE LIFE	R155,000
ACCUMULATION LIMIT	R170,000



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