



**Guardrisk**  
FINANCING RISK EFFICIENTLY

**ADMEDGAP POLICY DOCUMENT  
2011**

In consideration upon the payment of the premium by or on behalf of the Principal Insured Person and the receipt thereof by or on behalf of Guardrisk Insurance Company Limited (the Company and subject to the terms exceptions conditions and provisions of the policy, the Company agrees to pay, during the valid currency of this policy, the maximum benefits as stated herein, to the Principle Insured Person upon the occurrence of a Defined Event.

**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 any sudden and fortuitous event which directly and independently of any other cause results in Bodily Injury.
2. "Company" means Guardrisk Insurance Company Limited, registration number 1992/001639/06
3. "Eligible Child" means a child, including a legally adopted child or stepchild of a Principal Insured Person and who is registered as their child dependant on a Medical Scheme and is furthermore not already insured under this policy or any other insurance policy issued by the Company providing similar cover
4. "Eligible Spouse" means the spouse of the Principal Insured Person and who is registered as their adult dependant on a Medical Scheme and is furthermore not already insured under this policy or any other insurance policy issued by the Company providing similar cover
5. "Eligible Extended Dependiant" means a parent or sibling of a Principal Insured Person and who is registered as their extended adult dependant on a Medical Scheme and is furthermore not already insured under this policy or any other insurance policy issued by the Company providing similar cover

As soon as any Eligible Child, Spouse or Extended Dependiant cease to meet the definitions above, they will no longer be deemed eligible for this policy whereupon cover shall automatically cease, and any entitlement to the benefits under this policy shall be forfeited.

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 an Eligible Spouse provided they are registered as an adult dependant on the Principal Insured Person's Medical Scheme

Should a Principal Insured Person have more than one partner or 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 will apply

No benefits will be paid in respect of an Eligible Spouse if more than one (1) person qualifies as such and no nomination has been made by the Principal Insured Person

On the death of the Principal Insured Person the cover of the Eligible Spouse under this policy in respect of Section A may be continued should such spouse elect to do so, in writing, within sixty (60) days of the death of the Principal Insured Person

6. "Family" means
  - a. the Principal Insured Person
  - b. the Eligible Spouse, provided such spouse is an Insured Person but not a Principal Insured Person and
  - c. the Eligible Children provided they are Insured Persons and
  - d. the Eligible Extended Dependants provided they are Insured Persons
7. "Hospital" means an institution within South Africa and overseas 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 Medical Practitioners
  - b. provides nursing services supervised by registered nurses
  - 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. "Illness" means any one (1) 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 medical evidence or which though capable of diagnosis by such evidence has not been so diagnosed
9. "Insured Incident" means any one (1) Accident or Illness that causes an Insured Person to be confined to Hospital and to undergo certain medical or surgical procedures
10. "Insured Person" means a Principal Insured Person and/or an Eligible Spouse and/or an Eligible Child and/or an Eligible Extended Dependant It is a prerequisite for an Insured Person to be and remain a member or dependant of a registered Medical Scheme at all times during the currency of this policy and who is accepted by the Company as eligible for participation in the insurance provided by this policy except that in respect of
11. "Medical Scheme" means a Medical Scheme registered by the Registrar of Medical Schemes, in terms of the Medical Schemes Act No. 131 of 1998
12. "Medical and Surgical Procedure" means any procedure listed in the Admed Tariff list issued by Guardrisk Insurance Company Limited.
13. "Medical Practitioner" means a legally qualified Medical Practitioner registered with the South African Medical and Dental Council
14. "Policyholder" means the natural or juristic person named in the schedule annexed hereto
15. "Travelling" means travelling in any country other than the Republic of South Africa
16. "Participating Employer" means an employer which has employed an employee under a contract of service or apprenticeship and who nominates them for cover under this policy
17. "Participating Group" means the employer group to which the Participating Employer belongs
18. "Principal Insured Person" means a person nominated either as an employee of the Participating Employer or any person who is a member of the Policyholder who is to be insured under this policy. In the event of two married persons being employees or members of the same Policyholder, and cover for both is granted, then the older individual will be deemed to be the Principal Insured Person for purposes of this policy

A Principal Insured Person may elect prior to normal retirement date, or upon their retirement date, to remain a Principal Insured Person for purposes of this policy after his retirement date

19. "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
20. "Admed Tariff" means a tariff table published by Guardrisk Insurance Company Limited made up of procedure codes as previously published by the Council for Medical Schemes and appropriate tariffs as determined by Guardrisk Insurance Company Limited for each procedure code.
21. "Bodily Injury" means physical bodily injury which is caused directly and independently of any other cause by visible, violent and Accidental means

### **GENERAL EXCLUSIONS**

The Company shall not be liable for hospitalisation, bodily injury sickness or disease directly or indirectly caused by, related to or in consequence of

- 1) Nuclear weapons or nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission
- 2) 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
- 3) Suicide attempted suicide or intentional self-injury

### **GENERAL CONDITIONS**

1. Claims
  - 1.1 Following the occurrence of a Defined Event the Principle Insured Person shall at his own expense
    - a. as soon as possible notify the Company of any claim in writing but not later than six (6) months from the date of admission into hospital, the procedure or the occurrence
    - b. supply in writing any such proof or other information as the Company may reasonably request
    - c. 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
    - d. 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 the subject of this condition shall be voidable
  - 1.2 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
  - 1.3 In the event of a claim being rejected the Principal Insured Person has 90 (ninety days) from the date of the Insurers rejection letter to make representation to the Company in respect of this decision. If the dispute has not been resolved and the Principal Insured Person has not commenced legal action within 6 six months after this period, all benefit afforded under this policy in respect of any such claim shall be forfeited.
  - 1.4 Any benefit payable in respect of hospital confinement shall only become due at the end of a period of such confinement
  - 1.5 Payments on account may 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

1.6 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 by the Company

1.7 no benefit payable shall carry interest

2. Premiums

- a. The premium is due annually in advance and if it is not received by or on behalf of the Company by the fifteenth (15th) day of the calendar month following the Due Date then this policy shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance
- b. Subject to the approval of the Company the annual premiums due may be paid in monthly instalments each of which will be due on the last day of each calendar month during the period of insurance but payable not later than fifteen (15) days after the Due Date. If the monthly premium is not received by or on behalf of the Company on or before this date then the policy shall be deemed to be cancelled at midnight of the last day of the preceding calendar month
- c. Due date will be the inception date, renewal date or in respect of monthly paid policies the last day of every calendar month
- d. 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. Commencement of cover

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

4. Termination of cover

- a. This policy may be cancelled at any time by the company giving thirty (30) days notice in writing
- b. The Policyholder may cancel this policy at any time by giving thirty (30) days notice in writing
- c. A Defined Event will only qualify if the occurrence commenced or occurred on or before the before the date of cancellation in which case all outstanding claims must be submitted to the company within six months after the date of cancellation

5. Medical examination

Payment of any benefit is conditional on the Insured supplying such medical evidence as is required and ,if requested by the Company, an Insured Person undergoing any medical examination at the company's expense

6. Jurisdiction

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

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

7. Amendments

The Company reserves the right to adjust the premiums and benefits by giving thirty (30) days written notice to the Policyholder

8. Premium payment

The Company shall not be obliged to accept premium tendered to it after inception date, renewal date or in respect of monthly paid policies the Due Date as the case may be but may do so upon such terms as it at its sole discretion may determine

9. Misrepresentation, Misdescription or Non- Disclosure

This policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Principal insured Person in any particular which is material to this insurance

10. Fraud

If the Insured shall make any claim knowing it to be false or fraudulent, the benefit afforded by this Policy in respect of any such claim shall be forfeited.

## SECTION A

### DEFINED EVENTS

1. An Insured Person suffering an Insured Incident (as defined) which necessitates the Insured Person
  - being confined to hospital and
  - undergoing medical or surgical procedures (as defined) or treatment (as defined) whilst in hospital
  - Surgical or medical procedures performed on a out-patient basis, limited to the following surgical or medical procedures:
    - ❖ Surgical Biopsy of Breast Lump
    - ❖ Hernia Repairs, limited to
      - Inguinal Hernia
      - Femoral Hernia
      - Umbilical Hernia
      - Epigastric Hernia
      - Spigelian Hernia
    - ❖ Ischio-rectal abscess drainage
    - ❖ Closure of Colostomy
    - ❖ Surgical Haemorrhoidectomy
    - ❖ (excluding sclerotherapy or band ligation)
    - ❖ Lymph node biopsy
    - ❖ Vasectomy
    - ❖ Cystoscopy
    - ❖ Orchidopexy
    - ❖ Prostate biopsy
    - ❖ Cataract removal
    - ❖ Pterygium removal
    - ❖ Trabeculectomy
    - ❖ Direct laryngoscopy
    - ❖ Tonsillectomy
    - ❖ Sinus surgery, limited to
      - Frontal sinus
      - Functional endoscopic sinus surgery
      - Bilateral function endoscopic sinus surgery

- ❖ Myringotomy
- ❖ Grommets
- ❖ Arthroscopy
- ❖ Carpal Tunnel Release
- ❖ Ganglion surgery
- ❖ Bunionectomy
- ❖ Needle biopsy of the liver
- ❖ Bronchoscopy
- ❖ Coronary angioplasty
- ❖ Coronary angiogram
- ❖ Oesophagoscopy
- ❖ Gastroscopy
- ❖ Enteroscopy
- ❖ Colonoscopy
- ❖ Tubal ligation
- ❖ Childbirth in a non-hospital setting
- ❖ Incision and drainage of Bartholin's cyst
- ❖ Marsupialisation of Bartholin's cyst
- ❖ Cervical laser ablation
- ❖ Hysteroscopy
- ❖ Dilatation and curettage

2. The necessity of an Insured Person requiring chemotherapy or radiotherapy for the Treatment of cancer on an out-patient basis or the necessity for kidney dialysis on an out-patient basis
3. Any other medical Treatment required by an Insured Person on an out-patient basis as may be agreed to by the Company

#### **SPECIFIC MEMORANDA**

1. The table of benefits applies regardless of the country in which the Insured Incident occurs.
2. The Company reserves the right to alter the basis on which the benefit is calculated by giving thirty (30) days written notice of any change to the Policyholder.
3. No benefits are payable for expenses incurred for transport charges or for services rendered whilst being transported in any emergency vehicle, vessel or aircraft.
4. The Company reserves the right to determine the dates at which existing and new employees of a Participating Employer or existing or new members of the Policyholder, who are not covered under this policy, may obtain such cover.

#### **SPECIFIC PROVISIONS**

##### **1) WAITING PERIODS**

Waiting periods applicable to voluntary membership groups:

- a) Birth related claims - 10 months.
- b) First 6 months 0% benefit and 50% of the normal Admed benefit in the second 6 months for:
  - i) joint replacements (except as a result of an accident/injury occurring after joining),
  - ii) arthroscopic procedures (except as a result of an accident/injury occurring after joining),
  - iii) spinal surgery including spinal fusion (except as a result of an accident/injury occurring after joining),
  - iv) nasal surgery including sinus related (except as a result of an accident/injury occurring after joining),

- v) cataract surgery,
- vi) hysterectomy (except for cancer diagnosed after joining),
- vii) dentistry related claims (except reconstructive as a result of an accident/injury occurring after joining),
- viii) all hernia repairs (except as a result of an accident/injury occurring after joining), and
- ix) all cardiac related surgery and procedures (including angioplasty and cardiac catheterization) diagnosed prior to date of joining.

## 2) COVER

- a) Cover shall only be in force provided that the Insured Person is registered with a Medical Scheme or Sick Fund as defined in the Labour relations Act No. 66 of 1995
- 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 or such other medical treatment prescribed by the company

## SPECIFIC EXCLUSIONS

The Company shall not be liable for :

1. hospitalisation, bodily injury sickness or disease directly or indirectly caused by, related to or in consequence of;
  - 1.1. investigations, treatment or surgery for obesity or 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 a Defined Event ;
  - 1.2. routine physical or any procedure of a purely diagnostic nature or any other examination where there are no objective indications of impairment in normal health including laboratory tests or X-ray examinations, except in the case of a disability established by prior diagnosing of an attending physician;
  - 1.3. depression insanity mental or mental stress-related conditions;
  - 1.4. an event directly attributable to the Insured Person having a blood alcohol content exceeding the legal limit or the Insured Person suffering from alcoholism;
  - 1.5. participation in ;
    - 1.5.1. active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike or the activities of locked out workers;
    - 1.5.2. aviation other than as a passenger;
    - 1.5.3. any form of race or speed test (other than on foot or involving any non-mechanically propelled vehicle vessel craft or aircraft);
  - 1.6. Any claims not covered by the Principal Insured Person's Medical Scheme or Sick Fund as defined in the Labour relations Act No. 66 of 1995;
  - 1.7. Home and private nursing;
2. any costs and expenses in respect of hospital fees including any ward charges as well as any theatre charges;
3. the cost of any Prosthesis;
4. the costs of any materials or medication used or administered in the treatment of the Insured Person.

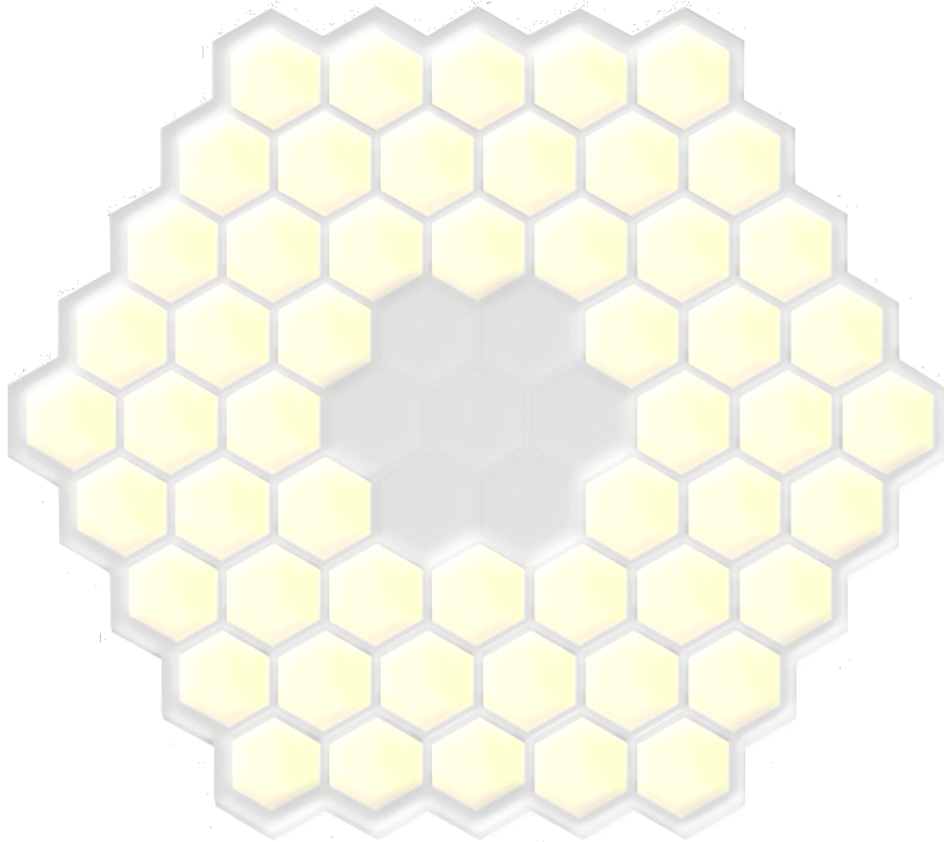
**TABLE OF BENEFITS**

Where the procedure was performed and/or administered by a registered Medical Practitioner, a benefit equal to each unit of service for that Medical Practitioner at cost, not exceeding four (4) times Admed Tariff, less the rate for the unit of service as listed by the Admed Tariff list for that Medical Practitioner

**LIMITATION**

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

- a. R165 000 in aggregate per annum per Insured Person
- b. R1 000 000 in aggregate per annum per Family



## SECTION B PERSONAL ACCIDENT

### Defined Event

The Insurers will pay to the Principal Insured Person or his estate, the Percentage of Compensation as stated below if, during the Period of Insurance, any Principal Insured Person sustains accidental bodily injury, at an identifiable time and place, which injury shall directly and independently of all other causes result, within twenty-four calendar months, in Permanent Disability, as specified in the Definitions.

### DEFINITIONS

#### Compensation

**R25 000**

		<b>Percentage of Compensation</b>
<b>Permanent disability shall mean</b>		
a)	loss by physical separation at or above the wrist or ankle of one or more limbs	100
b)	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	100
c)	permanent and total loss of hearing	
	both ears	100
	one ear	25
d)	permanent and total loss of speech	100
e)	injuries resulting in permanent total disability from following usual occupation and any other equivalent occupation for which the Principal Insured Person is fitted by education, knowledge or training	100
f)	loss of four fingers	70
g)	loss of thumb	
	both phalanges	30
	one phalanx	15
h)	loss of finger	
	three phalanges	15
	two phalanges	10
	one phalanx	5
i)	loss of metacarpals	
	first or second (each metacarpal)	3
	third, fourth or fifth (each metacarpal)	2
j)	loss of toes	
	all on one foot	30
	great, both phalanges	10
	great, one phalanx	5
	other than great, if more than one toe lost, each	5
k)	permanent disfigurement of	

the head and neck, provided the total area affected exceeds 20% of the total area of the head and neck

A percentage of the compensation in direct proportion to the area affected

the hands, provided the total area affected exceeds 20% of the total area of the hands

A percentage of the compensation in direct proportion to the area affected but subject to a maximum of 50%

all other areas of the body, provided that the total area affected exceeds 5% of the total area of the body

A percentage of the compensation in direct proportion to the area affected but subject to a maximum of 50%

### **Memoranda**

1. Where the injury is not specified, the Company will pay such sum as, in their opinion, is not inconsistent with the above provisions.
2. Permanent total loss of use of part of the body shall be treated as loss of such part.
3. 100% shall be the maximum percentage of compensation payable for Permanent Disability for any one Principal Insured Person in respect of each and every claim.
4. If a claim for loss of part of the body is payable under Definitions (a) to (j), compensation under Definition (k) shall not be payable in respect of the same part of the body, unless the percentage of compensation due under (k) is greater than the percentage of compensation payable under (a) to (j).

### **PROVISOS**

It is declared and agreed that

1. the Company shall not be liable to pay for disability for one Principal Insured Person in respect of each and every claim, more than the compensation payable for Permanent Disability plus any compensation payable for any Extensions which are applicable
2. unless otherwise provided for herein, this Section shall not apply to any Principal Insured Person before he attains 15 years of age or after the expiry of the Period of Insurance in which he attains 80 years of age
3. after suffering accidental bodily injury for which compensation may be payable under this Section, the Principal Insured Person shall, when reasonably required by the Insurers so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Proviso is complied with to their satisfaction
4. notwithstanding that sums insured, first loss amounts, indemnity or compensation limits, by whatever name such are referred to in this Section (henceforth "Section Limits") are expressed on a VAT exclusive basis, the Insurers agree that they will indemnify the Principal Insured Person for any VAT obligation the Principal Insured Person may incur, arising out of any claims settlement made hereunder

### **SPECIFIC EXCEPTIONS**

The Company shall not be liable to pay any claim under this Section in respect of any Principal Insured Person

1. in consequence of the Principal Insured Person engaging in flying as pilot or member of the crew. This exception does not apply to Principal Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward
2. caused solely by an existing physical defect or other infirmity of the Principal Insured Person

3. as a result of the influence of alcohol, drugs or narcotics upon the Principal Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
4. caused by the Principal Insured Person's participation in any riot or civil commotion
5. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
6. as a result of the Principal Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Principal Insured Person's own criminal act
7. in consequence of the Principal Insured Person's participation in sport as a professional player.

## **SPECIFIC EXTENSIONS**

### **1. Emergency Transportation/Search and Rescue – maximum of R25,000**

The Company will pay costs and expenses necessarily incurred for:

- a) emergency transportation
- b) search and rescue, including freeing and bringing the Principal Insured Person to a place of safety

as a result of, or in order to prevent, accidental bodily injury to a Principal Insured Person, provided that

- (a) the Company will not be liable if a Principal Insured Person is found in circumstances which are unlikely to result in accidental bodily injury
- (b) the maximum amount payable by Company will be R25 000 for each and every claim.

### **2. Life Support Equipment – maximum of R25,000**

The Company will pay reasonable costs and expenses, incurred as a result of accidental bodily injury, in respect of hire costs for life support machinery, equipment or apparatus, provided that the Company's liability is limited to R25 000 each and every claim

### **3. Trauma Counselling – up to R750 per visit, with an annual limit of R25,000**

If the Principal Insured Person is subjected to an act of violence or a traumatic accident the Company will reimburse the Principal Insured Person for counselling fees actually incurred by the principal insured Person as a result of the violence or traumatic accident provided that

- 3.1 the maximum amount payable by Company will be R750 per visit and R25 000 per annum
- 3.2 an act of violence shall mean an assault, robbery, rape, kidnapping or armed car hijack
- 3.3 the act of violence has been reported to the police and a case number obtained.

This extension also covers any Principal Insured Person who witnesses such an act of violence or traumatic event.

### **4. Claims Preparation Costs – maximum of R20,000**

The insurance by this Section extends to include costs reasonably incurred by the Principal Insured Person in producing and certifying any particulars or details required by the Company to substantiate a claim, provided that the liability of the Company for such costs in respect of each and every claim shall not exceed R20 000.

### **5. Mobility – maximum of R25,000**

When the Company has admitted a claim for Permanent Disability, if as a direct result of that disability the Principal Insured Person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay for

- 5.1 a self-propelled wheelchair

5.2 the fitting of wheelchair loading equipment and alterations to the Principal Insured Person's residence to facilitate the use of such wheelchair

5.3 the modification of the controls to the Insured Person's motor vehicle

provided that the liability of the Company for such costs in respect of each and every claim shall not exceed R25 0000

**6. Rehabilitation – maximum of R25,000**

If the Principal Insured Person is permanently disabled to the extent that he is unable to follow his usual business or occupation but can be retrained to carry out another business or occupation, the Company will, in addition to any Permanent Disability benefit agreed, pay 80% of the retraining costs, plus any costs incurred in adjusting the Principal Insured Person's workplace provided that the maximum amount payable by the company will not exceed R25 000.

**7. RAF Medico Legal Costs – maximum of R10,000**

The insurance by this Section is extended to include costs reasonably incurred by the Principal Insured Person, following a motor vehicle accident, to undergo a medical legal examination to substantiate a Road Accident Fund claim, provided that

7.1 the liability of the Company for such costs in respect of each and every claim shall not exceed R10 000

7.2 the Company must first approve the appointment of a medical legal examination.

**8. War Risks**

Specific Exception 5 is deleted in its entirety, provided that

8.1 the Company's shall not be liable to pay compensation in terms of this extension for claims arising while the Principal Insured Person is on service or duty or undergoing training with any military or police force

8.2 the Company shall not be liable to pay compensation in terms of this extension for claims resulting from war (whether declared or not), between any of the following nations the United Kingdom, the United States of America, France, the Peoples Republic of China and constituent parts of the former Union of Soviet Socialist Republics

8.3 this extension may be cancelled at any time by the Insurers giving 30 days' notice in writing.