

GENERAL TERMS & CONDITIONS

iWYZE GAP COVER

1. GENERAL

- 1.1 iWYZE Gap Cover is underwritten by Old Mutual Insure Limited, Reg. No. 1970/006619/06, VAT No: 4460101019, an authorised Financial Services Provider (FSP 12), which provides your insurance cover ('cover'). Your insurance policy will remain in force for as long as your premium is received. The cover provided is always subject to all the terms and conditions explained throughout your policy document.
- 1.2 These general terms and conditions apply to every section of your policy. There are also terms and conditions that apply to specific sections under your policy. You must ensure that you understand all sections of your policy document and if you have any questions, please contact us.
- 1.3 iWYZE Gap Cover compensates you for loss or damage you suffer from Covered Events shown in the policy.
- 1.4 You accept that the sharing of your insurance information between insurers, including credit information, for underwriting and claims purposes, is in the public interest. It enables insurers to underwrite policies, assess risks fairly and reduce fraudulent claims so that premiums can be limited.
- 1.5 Your right to privacy, and that of any person that you represent, is waived in terms of the information that you (or another person on your behalf) provide. The information that you provide may be stored in a shared database and used as set out above. It may also be used for any decision about your policy, or for the purposes of processing a claim.
- 1.6 You consent to your information being provided to another insurance company or its agents, and acknowledge that any information about you may be verified against legally recognised sources or databases.
- 1.7 This policy is based on, and includes, any information or communication, verbal or written, made by you or on your behalf.
- 1.8 Examples are given where necessary to explain certain concepts within the policy document. These examples are for clarification purposes only and do not form part of the policy.
- 1.9 Any reference to the singular includes a reference to the plural and vice versa.
- 1.10 Compensation limits and premium amounts shown in your Policy all include VAT. Excesses are VAT neutral. All amounts are in South African Rand, including premiums and any amounts we may pay to you.

2. PURPOSE OF YOUR iWYZE GAP COVER

- 2.1 The main purpose of iWYZE Gap Cover is to provide cover for the shortfall between what a medical practitioner charges and what your Medical Scheme pays, for any in-hospital surgical procedure or for certain out-of-hospital surgical procedures. iWYZE Gap Cover also insures against co-payments or deductibles which may be levied against you by your Medical Scheme, for certain procedures.
- 2.2 iWYZE Gap Cover does not replace or act as a substitute for your Medical Scheme cover, nor does it cover you for every shortfall between what you are charged and what your Medical Scheme pays.
- 2.3 To be compensated, you must have complied with all policy terms and conditions. There are limits to the compensation for the Covered Events and Insured Persons you insure. Please see your Policy Section for these limits.

3. HELPFUL DEFINITIONS

3.1 The following definitions apply throughout the policy and all relevant documentation. The definitions specific to each policy section can be found at the start of that section.

We/Us/Our:	Refers to iWYZE, underwritten by Old Mutual Insure Limited, Reg. No. 1970/006619/06. VAT No: 4460101019, an authorised Financial Services Provider (FSP 12).
Administrator or Xelus:	Xelus (Pty) Limited, Reg. No: 2008/019335/07, who is appointed to administer this Policy on behalf of Old Mutual Insure Limited and is registered to do so in terms of the Short Term Insurance Act No. 53 of 1998.
Benefit or Benefits:	The Benefit amount payable to the Eligible Member in relation to a Covered Event as defined, as calculated in terms of the policy document.
Compensation Limit:	The maximum amount for which you are covered for, as shown in your Policy Schedule.
Covered Events:	The events that you are covered for. The Covered Events are shown in the policy Section of your policy document.
Insured/Insured Person/ You/Your/ Yourself/Yours:	Means the person who has cover under this insurance and it includes every person who qualifies for cover under this policy.
Medical Scheme:	A Medical Scheme as registered under the Medical Schemes Act.
Medical Schemes Act:	The Medical Schemes Act No.131 of 1998 as amended and includes the Regulations thereto.
Principle/Eligible Member:	The Insured who applied for cover under this policy and who is a paid up member, including his Family as designated by him on inception of this policy, and accepted by iWYZE as eligible for participation in the insurance cover provided by this policy.
Start Date:	Cover will start on the first day of the calendar month for which the Premium has been paid by or on behalf of the Eligible Member, subject to all the terms and conditions of this Policy.
Period of Insurance:	The period from the Start Date of your insurance to midnight prior to the same day of the month one month later. Your Period of Insurance is shown in your Policy Schedule.
Policy Schedule:	This sets out the type of cover you have bought, the people who are insured, the Period of Insurance, the benefit amounts you are insured for and the premium you must pay. Any changes to your policy will be shown in your Policy Schedule.
Premium or Premiums:	The monthly amount payable by or on behalf of the Eligible Member to iWYZE as defined in the policy schedule applicable to this policy document.

4. YOUR RESPONSIBILITIES

4.1 You must check all the information you have provided to make sure it is correct, including material information. Material information is information that a reasonable person would consider essential to iWYZE in order to properly assess your risk. In assessing your risk, we can decide whether or not to insure you, what premium to charge for your risk, and whether to apply additional terms and conditions.

Examples of material information: Previous and current illnesses, diseases and operations.

- 4.2 If you do not provide Us with correct information, it could be interpreted as a misrepresentation, omission or non-disclosure and We may:
- reject your claim;
 - declare your policy invalid from the start date of the policy;
 - cancel your policy; and
 - recover any compensation we have given you in settlement of previous claims.
- 4.3 You must inform us immediately if any information we have about the Eligible Member or Insured Person changes, or is no longer true and complete.

5. COUNTRIES IN WHICH YOU ARE COVERED

5.1 Your iWYZE Gap Cover policy applies to South Africa only. Any services provided outside of the borders of South Africa are excluded from cover.

6. WHAT TO DO IN THE EVENT OF A CLAIM

- 6.1 Following a Covered Event the Insured Person or the Eligible Member, as the case may be, will at his own expense:
- Tell Us of any claim in writing as soon as possible but in any event not later than 4 (four) months after the end of the Covered Event. Claims submitted more than 4 (four) months after the end of the Covered Event are excluded from cover.
 - Supply written proof, copies of medical accounts or other information as may reasonably be required for Us to process the claim or to ensure the validity of the claim.
 - Provide authority for Us to inspect as often as is necessary all current or past medical information or clinical records including the results of any diagnostic tests.
 - Submit to a medical examination on behalf of and at the expense of iWYZE.
- 6.2 Where the Insured Person is not the Eligible Member, the Eligible Member will provide or obtain the necessary permission or consent from the Insured Person to comply with the above condition failing which the processing of the relevant claims will be suspended until such time as the requisite permissions or consents are obtained.
- 6.3 Any Benefit payable in respect of a Covered Event will only become payable after the end of the Treatment relating to the Covered Event.
- 6.4 Interim Benefit payments can be made to the Eligible Member at the end of a 30 day period during a Covered Event at the sole discretion of iWYZE.
- 6.5 All Benefits payable will be paid to the Eligible Member or his legal representative whose receipt of the Benefits will in every case be a full discharge of liability.
- 6.6 In the event of the death of the Eligible Member, any Benefit due will be payable to the surviving Eligible Spouse, failing which the Benefit will be paid to the Eligible Children (or their legal guardians in the event of them being minors) or failing any of the above, the Benefit will be paid to the Eligible Member's estate.
- 6.7 No Benefit payable will carry interest.
- 6.8 Any discount accrued by an Insured Person, against the amount owing by the Insured to any medical provider, will be factored into the calculation of the Benefits of this Policy.

7. HOW YOU WILL BE COMPENSATED

- 7.1 If We agree to settle your claim, you will be paid out in cash into the same bank account that is currently being utilised to deduct your premium or unless otherwise requested on the claim form.
- 7.2 Your policy section reflects the overall maximum amount you will be compensated for.
- 7.3 You will only be compensated for a valid claim if the Hospital Episode, Treatment or Medical Procedure relating to the Covered Event commences before the date of cancellation of this Policy.

8. IF YOUR CLAIM IS REJECTED

- 8.1 We may accept or reject all or part of your claim. If we reject your claim, you have 90 (ninety) days after receiving your rejection letter to object to our decision. You may email us at the email address shown in the Disclosure Notice giving reasons for your objection. (See document attached to your Policy Schedule called "Notice in terms of the Financial Advisory and Intermediary services (FAIS) Act 37 of 2000").
- 8.2 **IMPORTANT:** If your objection is unsuccessful, you have 6 months from the end of the 90-day period to serve summons on iWYZE. If you do not do so in this time, iWYZE will have no obligations to You under this policy.

9. CONTACTING THE OMBUDSMAN

- 9.1 We compensate for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to lodge a formal complaint, please do so via the contact details listed in the Disclosure Notice (See document attached to your Policy Schedule called "Notice in terms of the Financial Advisory and Intermediary services (FAIS) Act 37 of 2000").
- 9.2 If you are still not satisfied, you have the right to contact the Short-Term Insurance Ombudsman. The contact details can be found in the Disclosure Notice (See document attached to your Policy Schedule called "Notice in terms of the Financial Advisory and Intermediary services (FAIS) Act 37 of 2000").

10. IF YOU HAVE DUAL INSURANCE

- 10.1 You cannot be covered under more than one gap policy at the same time. If we establish that you have more than one policy you must decide under which policy you wish to claim. You cannot claim under more than one policy for the same incident.

11. CANCELLING YOUR POLICY

- 11.1 iWYZE may cancel this Policy at any time by giving 90 (ninety) days written notice thereof to all Eligible Members of this product.
- 11.2 The Eligible Member may cancel this Policy at any time by giving 30 (thirty) days written notice thereof.
- 11.3 In the event that any fraudulent act is committed by an Insured Person, iWYZE reserves the right to immediately cancel this Policy and/or to institute legal proceedings against the Insured Person to recover any losses.
- 11.4 There is no cash value to this policy if it is cancelled.
- 11.5 If you die and your spouse or any other dependant remains an active member of the Medical Scheme that you belonged to, your spouse or the dependant will have the option to continue cover under this policy by letting us know in writing within 90 days from the date of your death. No waiting period will apply if cover is continued once it has been changed to your spouse's or dependant's name. Cover will apply from the date of your death. Your current dependants will also continue to remain covered.

12. CHANGES TO YOUR COVER

- 12.1 You may change your cover at any time. You must ensure that iWYZE agrees to the change telephonically or in writing and that the change will apply from the date and time agreed.

13. PAYING YOUR PREMIUMS

- 13.1 Having a monthly policy means that your policy runs for a period of one month from the 1st of every month, and you pay your premium each month in advance.
- 13.2 Your policy is automatically renewed each month if you pay your next monthly premium on time. It is your responsibility to ensure that there are sufficient funds in your bank account so that the debit order can be processed on the relevant date, as follows:
- a) **Debit Date:** this is the day of the month on which you have requested iWYZE to collect your monthly premium from your bank account (e.g. the 25th of each month).
- 13.3 iWYZE will make use of an **Early Debit Order Service** provided by certain South African banks to collect your premium if it is unpaid on the Debit Date that you have chosen, due to insufficient funds in your account. This service allows iWYZE to track your bank account and deduct the premium when enough money is available.
- 13.4 **For your policy to start** iWYZE must receive your premium for the first month, or part thereof, in advance. If we do not receive your premium, your policy will not start. iWYZE will amend your Cover Start Date to your next permissible Debit Date and will re-attempt to debit your account. If we are still unable to collect your premium, your policy will not start.
- 13.5 If you do not pay your premium, we will automatically attempt to collect the premium on the 1st working day of the following month in addition to the new month's premium. If we are still unable to collect your full monthly premium, your policy will automatically be cancelled from the first Debit Date on which you did not pay your premium. You will have no cover for any Period of Insurance that you did not pay for.
- 13.6 **IMPORTANT:** The one month grace period referred to above will only apply from the second month from your Start Date. The one month grace period will not apply if we have never received a single premium payment from you. In this case, non-payment will result in the policy being automatically cancelled with effect from the Start Date.
- 13.7 Where the Debit Date falls on a public holiday or weekend, the premium will be collected on the last working day prior, or the first working day thereafter.
- 13.8 If you put a stop payment on your premium, the policy will be cancelled automatically from the Debit Date on which you did not pay your premium.
- 13.9 iWYZE will not charge you interest on late payment of premiums.

14. PREMIUM ADJUSTMENTS

- 14.1 iWYZE may adjust the Premiums by giving at least 30 (thirty) days written notice thereof to the Eligible Member.

15. WHAT IS NOT COVERED UNDER YOUR iWYZE GAP COVER POLICY?

NO COVER IF YOU ARE NOT COVERED BY A MEDICAL SCHEME

- 15.1 You or your family covered under this policy will not be covered if you are not current and paid up members on a registered Medical Scheme. It is your responsibility to let us know so that we can cancel your policy with us.

FRAUD, DISHONESTY AND MISREPRESENTATION

15.2 iWYZE does not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect information), including exaggerated claims. If We compensate you for any claims that we later discover to have been based on fraud, dishonesty or misrepresentation, you must pay back the amount of the compensation immediately when We ask for it. We will cancel your policy immediately and you may face criminal charges.

EVENTS DELIBERATELY CAUSED

15.3 iWYZE does not compensate you for any claims if you, or any person colluding with you, deliberately causes the Covered Event.

WAR, RIOTS, LABOUR STRIKES AND TERRORISM

15.4 iWYZE will not accept any claims for events resulting directly or indirectly from any one or more of the following:

- a) labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
- b) war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
- c) martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
- d) revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- e) acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
- f) terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism – terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority; it includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group; it also includes any acts committed for political religious, personal or ideological reason;
- g) any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act; and
- h) the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

CLAIMS RELATING TO NUCLEAR MATERIAL

15.5 iWYZE does not compensate you for claims resulting directly or indirectly from any of the following:

- a) ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel combustion includes any self-sustaining process of nuclear fission;
- b) contamination from nuclear material in any form, including from nuclear waste;
- c) nuclear fission or fusion; and
- d) nuclear weapons or nuclear explosion.

15.6 iWYZE does not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or liability.

16. SOUTH AFRICAN LAW APPLIES

16.1 South African law applies to this policy and only the courts of the Republic of South Africa may deal with any dispute in respect of this policy. If any terms of this Policy contradict the law of the Republic of South Africa, the terms of the law will take priority over the policy.

17. SANCTIONS

17.1 iWYZE does not insure you for, or compensate for, any event or claim which would result in the exposure of iWYZE to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanction, laws or regulations of the European Union, the United Kingdom and the United States of America.

IMPORTANT

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.