

# Policy Contract

The OnawaMed Medical Product is not a medical aid but an insurance product that covers medical consultations and acute generic medication. This product also includes a free funeral benefit.

## 1. DEFINITIONS

### 1.1. "The Insured" shall mean:

The person in whose name this policy is effected

1.2. "The Insurer" shall mean - Trustco Life Ltd.

1.3. "Service Provider" shall mean any practice of a medical practitioner registered as a Service Provider with the Insurer.

1.4. "Medical Practitioner" shall mean - a medical practitioner registered as such in terms of the relevant Namibian legislation.

1.5. "Medical Consultation" shall mean - a consultation for medical advice/diagnosis with a medical practitioner at a service provider.

1.6. "Effective date" shall mean - the first day of the month following receipt of the first premium in the books of the Insurer. In the event that an arrear premium is received, the effective date shall be the date of receipt of the arrear premium in the books of the Insurer.

1.7. "Anniversary date" shall mean - the date exactly one year from the effective date or the latest subsequent anniversary date.

## 2. INDEMNITY TO THE INSURED

In consideration of the Insured having paid the agreed premium to the Insurer and subject to the terms, conditions and exclusions herein, the Insurer indemnifies the Insured against expenses incurred in relation to medical consultations at the Service Provider.

## 3. INDEMNITY TO THE INSURER

The Insurer shall not be liable for any damage caused by any act, advice, negligent or otherwise, by an agent, employee or medical practitioner appointed to provide medical consultation services. The Insurer does not guarantee any medical expertise in respect of the appointed medical practitioner.

## 4. INSURED MATTER

Medical Consultations at the practice of a Service Provider, subject to the terms and conditions of this policy contract. The Insurer's liability to indemnify the Insured shall be limited to a maximum of 10(ten) medical consultations for every 1 (one) year cycle calculated from the date of first payment or anniversary date as the case may be. In the event that the Insured requires a consultation prior to the completion of one year, the benefits shall be calculated on a pro rata basis from the third month after first payment received.

## 5. EXCLUSIONS

Claims will be repudiated on the following grounds:

5.1. If the policy is in arrears.

5.2. If a claim is submitted within the first 75 (seventy five) days after Effective date.

## 6. ACUTE GENERIC MEDICATION (If Applicable)

Acute generic medication which contains the same active ingredients; is identical in strength, dosage form, and route of administration; has the same indications, dosing and labeling; and provides the same efficacy and safety profile to patients like the original brand-name medication, will be prescribed for a disease with a rapid onset and/or a short course, in other words an acutedisease and/ or health problem.

## 6.1 INDEMNITY

In consideration of the Insured having paid the agreed premium as reflected in the schedule of Insurance and subject to the terms, conditions and exclusions herein, the Insurer indemnifies the Insured against the cost of acute prescription medicines.

## 6.2 LIMITATIONS, WAITING PERIODS AND CONDITIONS

6.2.1. The value of the benefit is limited to N\$150.0 per script. The balance will be for the Insured's own account

6.2.2. The benefit will only be applicable on scripts written by Medical Practitioners during a Medical Consultation at a Service Provider

6.2.3. The benefit is limited to one script per Medical Consultation in terms of this Policy

6.2.4. The benefit will only be applicable to scripts filled at a pharmacy that is an approved pharmaceutical service provider.

6.2.5. Scripts must be presented/submitted to the approved pharmacy to be filled within 7 (seven) days of issue

## 7. FREE FUNERAL BENEFIT

Upon the death of the Insured, his/her registered spouse or the registered children, the Insurer will pay a free funeral benefit which shall be calculated as follows:

**Death of the main member**  
N\$5,000.00

provided that the Insured has kept all monthly premiums and the policy up to date for a period of 12 (twelve) months preceding the death.

## FREE FUNERAL EXCLUSIONS

7.1. No free funeral benefit will be paid unless the claim is submitted to the Insurer within 90 (ninety) days of the death.

7.2. No benefit shall be paid unless the member joined prior to attaining the age of (65) sixty five.

7.3. No benefit shall be payable where such death resulted from.

7.3.1. Suicide or self-inflicted injury

7.3.2. The use or abuse of a dependence producing drug or substance.

7.3.3. Any dangerous activity or sport.

7.3.4. Any act or activity which is calculated or directed to overthrow or influence any state, municipality, tribal or other public authority with force, warlike activity or means to bring about any civil commotion, public disorder, riots or public disobedience.

7.4. The onus of proof shall be on the beneficiary to show that none of the exemptions were present or contributed to the cause of death.

7.5 In the event of the Beneficiary having pre-deceased the Insured or not having legal capacity, the benefit shall be paid to the estate of the Insured whose name the Policy is affected.

## 8. PREMIUMS, SCHEDULE OF INSURANCE, PAYMENT, OTHER INSURANCES AND DUTIES OF THE INSURED

The following shall be reflected in the schedule of insurance:

8.1. The monthly premium;

8.2. the maximum limit of indemnity from time to time.

## 9. COMMENCEMENT, DURATION OF INSURANCE AND PAYMENT OF PREMIUMS

9.1. The Insurance shall commence on the Effective date, and, provided that the Insurer continues to pay the monthly premium, shall be effective until cancelled by the Insurer or the Insured in writing; in which event cover shall cease at 00h00 on the last day of the month for which premiums have been paid.

9.2 Premiums are payable monthly in advance before the first (1st) day of the month for which cover is required. The onus is on the Insured to ensure that the premiums are duly paid timeously. In the event that the premiums are payable by debit order, the Insurer shall have the right to resubmit the debit order in the event that the debit order is returned unpaid. In the event that the preferred date of the month indicated on the application form is a Sunday or Public Holiday, the debit order may be submitted on an earlier date

9.3. If arrear premiums are received in the books of the Insured, the Insurer shall have the right to indemnify the Insured or to regard the Policy as having been cancelled and to refund the arrear premiums received.

9.4. The parties may cancel the Policy at any time upon one month's written notice in which case the provisions of clause 9.1 will be applicable.

9.5. Subject to clause 12, if this policy is cancelled at any time for any reason the Insured shall not be entitled to a refund of premiums paid.

9.6. No person or company is authorised to receive premiums from an Insured except on written authority from the Insurer to do so.

9.7. The Insurer shall have the right to amend the policy contract from time to time. Such increase shall be decided upon by the Insurance Investee Executive Committee taking into consideration the inflation rate, sustainability and the annual actuarial report. The Insured shall be informed of any increment at least one (1) month preceding its effective date.

9.8. The Insurer shall have the right to amend the policy contract from time to time.

9.9. The Insurer reserves the right to cancel the Policy if, in the opinion of the Insurer, the Insured is an insurable risk, in which case the provisions of clauses 9.1 and 9.5 will be applicable.

## 10. CLAIMS PROCEDURE - CONSULTATIONS

10.1. In the event that the Insured member requires a doctor's consultation, the member is to attend any Service Provider and submit the membership card and a copy of the member's identity document;

10.2. The Service Provider shall then provide the Insured with a medical consultation in accordance with the terms and conditions of this policy;

10.3. The Insured shall be liable for the payment of the facility fee applicable at the relevant practice in the amount of N\$50.00.

## 11. CLAIMS PROCEDURE - FUNERAL BENEFIT

11.1. Within 90 (ninety) days of the death of a member a beneficiary shall claim the benefit on the prescribed claim form to be submitted to the Insurer;

11.2. The Insurer shall not be liable to indemnify unless:

a) A proper death certificate indicating the cause of death of the Insured has been submitted; and

b) Any other documentation/information reasonably necessary for the assessment of the claim and requested by the Insurer has been submitted.

## 12. COOLING - OFF PERIOD

In the event that the Insured cancels this policy within two months of the application by the Insured and provided that the Insured did not prior to such cancellation submit any claim in terms of this policy, the Insurer shall refund all premiums received from the Insured;

## 13. REACTIVATION

In the event that an OnawaMed policy in the name of the policy holder had previously been cancelled for any reason, an administrative fee equal to one (1) monthly premium shall be become payable as a first charge on the new policy.

## 14. DISCLOSURE OF RISK

The Insured acknowledges that he/she is obliged to disclose to the Insurer any fact or circumstance which may arise while this policy is valid and which may affect the risk Insured. Failure to do so may result in the repudiation of any claim submitted.

## 15. COMMUNICATION

The Insurer is entitled to address any written communication with the Insured in the manner it deems most expedient by way of either mail, facsimile, smart fax, short message service or electronic mail. For purposes of communicating any amendment of the terms and conditions of this policy, the Insured expressly consents to the Insurer notifying the Insured of any such amendment by means of short message service to the mobile telephone number nominated by the Insured from time to time or as reflected in the Insurer's records. Any communication by the Insurer to the Insured by means of short message service to the mobile telephone number nominated by the Insured from time to time or as reflected in the Insurer's records shall be deemed as having been received by the Insured. For this purpose, the Insured acknowledges that it is the Insured's sole and exclusive duty to notify the Insurer of any change of the Insured's contact details.

## 16. CONFIDENTIALITY

All medical records remain in the custody and control of the Service Provider who will maintain and protect the doctor patient confidentiality at all times.

## 17. WHOLE AGREEMENT

The application for insurance shall be the basis of and forms part of this Policy. The Policy and amendments thereto, the Application and the Schedule of Insurance shall constitute the sole agreement between the parties. No contrary representation or agreement to vary the Policy shall be of any force or effect unless reduced to writing and signed by someone specifically authorised thereto in writing by the Insurer.

Signed on behalf of Trustco Life Ltd



Annette Brand  
CEO: Trustco Life Ltd.