

# **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 a) b)
- His/her spouse listed on the application form; Up to 3 (three) biological or adopted dependent C)
- children listed on the application form, under the age of 21 (twenty one). "The Insurer" shall mean - Trustco Life Ltd. 1.2
- "Service Provider" shall mean any practice of a medical practitioner registered as a Service Provider with 1.3 the Insurer.
- "Medical Practitioner" shall mean a medical 1.4. practitioner registered as such in terms of the relevant Namibian legislation.
- "Medical Consultation" shall mean a consultation 1.5. for medical advice/diagnosis with a medical practitioner at a service provider.
- "Effective date" shall mean the first day of the month following receipt of the first premium in the books of the 1.6. 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.
- "Anniversary date" shall mean the date exactly one year from the effective date or the latest subsequent 1.7. anniversary date

#### INDEMNITY TO THE INSURED 2.

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 15 (fifteen) 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: If the policy is in arrears.

- 5.1. 5.2 The spouse or dependent children are not listed on this policy.
- If a claim is submitted within the first 75 (seventy five) days 5.3 after Effective date.

#### ACUTE GENERIC MEDICATION 6. (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 brandname 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 The value of the benefit is limited to N\$150.00 per script.

- 621 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

- The benefit is limited to one script per Medical 6.2.3. Consultation in terms of this Policy
- 6.2.4. The benefit will only be applicable to scripts fiiled 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 Spouse N\$2,500.00 Death of a child N\$1.000.00

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

- No free funeral benefit will be paid unless the claim 7.1. is submitted to the Insurer within 90 (ninety) days of the death.
- No benefit shall be paid unless the member joined prior to 7.2. attaining the age of (65) sixty five. No benefit shall be payable where such death resulted
- 7.3. from
- Suicide or self inflicted injury 731 7.3.2 The use or abuse of a dependence producing drug or substance.
- 7.3.3. Any dangerous activity or sport.
- Any act or activity which is calculated or directed to overthrow or influence any state, municipality, tribal or 7.3.4 other public authority with force, warlike activity or means to bring about any civil commotion, public disorder, riots or public disobedience.
- The onus of proof shall be on the beneficiary to show that none of the exemptions were present or contributed 7.4 to the cause of death.
- In the event of the Beneficiary having pre-deceased the 7.5 Insured or not having legal capacity, the benefit shall be paid to the estate of the Insured whose name the Policy is affected
- Claims for the free funeral benefit will be paid within 72 7.6 hours of successful assessment by the Insurer

#### HOSPITAL BENEFIT (If applicable) 8.

#### 8.1. INDEMNITY TO THE INSURED

- The Insurer will, subject to the terms and conditions contained in this policy, pay to the Insured the benefits 8.1.1. stated in the schedule to this policy if the insured is hospitalized for an uninterrupted period of seven days or more as a result of illness or an accident.
- 8.1.2. The benefit shall be payable for the entire period of hospitalization subject to Clause 8.1.4
- 8.1.3. The benefit will be payable if the Insured is hospitalized in a registered hospital in Namibia or the Republic of South Africa.
- The Insurer's liability to pay the benefit shall be limited to a maximum of sixty (60) days hospitalization in every 8.1.4. cycle of five (5) years calculated from the effective date. In the event that an Insured is hospitalized prior to the completion of the five (5) year cycle, the benefits shall be calculated on a pro-rata basis.
- The Insurer shall only be obliged to pay the benefit in 8.1.5. the event that a registered medical practitioner certifies in writing that the hospitalization of the Insured was a necessary consequence of the illness or accident.

#### 8.2. EXCLUSIONS: HOSPITALISATION

- The Insurer shall not be liable to pay compensation as envisaged in clause 8.1 if the hospitalization is caused by: 8.2.1 Obesity or any related illness.
- Cosmetic surgery, fertility, impotence and frigidity related 8.2.2. claims
- 8.2.3 Any illness existing prior to the effective date

- Diseases related to drug or alcohol abuse 8.2.4
- Sexually transmitted diseases and HIV/AIDS including 8.2.5. derivatives and variations thereof howsoever caused
- 826 Mental, psychological and psychiatric disorders.
- Influenza 8.2.7
- 8.2.8. Chronic fatigue syndrome/myalgia
- Diseases related to stress syndromes. 8.2.9. 8.2.10. Maternity related illness or condition.
- 8.2.11. Self inflicted injuries
- 8.3. WAITING PERIOD
- 8.3.1. There shall be a waiting period of six months from the Effective Date in respect of claims under the hospital benefit.
- PREMIUMS. SCHEDULE OF INSURANCE. PAYMENT. 9. OTHER INSURANCES AND DUTIES OF THE INSURED The following shall be reflected in the schedule of insurance:
- 91 The monthly premium:
- 9.2. the maximum limit of indemnity from time to time.

#### COMMENCEMENT, DURATION OF INSURANCE AND 10. PAYMENT OF PREMIUMS

- The Insurance shall commence on the Effective date, and, provided that the Insurer continues to pay the monthly 10.1. 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.
- Premiums are payable monthly in advance before the first 10.2 (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.
- If arrear premiums are received in the books of the Insured, the Insurer shall have the right to indemnify the 10.3 Insured or to regard the Policy as having been cancelled and to refund the arrear premiums received.
- The parties may cancel the Policy at any time upon 10.4 one month's written notice in which case the provisions of clause 10.1 will be applicable.
- Subject to clause 14, if this policy is cancelled at any time for any reason the Insured shall not be entitled to a 10.5. refund of premiums paid.
- No person or company is authorised to receive 10.6. premiums from an Insured except on written authority from the Insurer to do so.
- The Insurer shall have the right to amend the policy 10.7. 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.
- 10.8 The Insurer shall have the right to amend the policy contract from time to time.
- The Insurer reserves the right to cancel the Policy if, in 10.9 the opinion of the Insurer, the Insured is an insurable risk, in which case the provisions of clauses 10.1 and 10.5 will be applicable.

#### 11. **CLAIMS PROCEDURE - CONSULTATIONS**

- In the event that the Insured member or his/her 11.1. listed dependents require 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;
- The Service Provider shall then provide the Insured 11.2 with a medical consultation in accordance with the terms and conditions of this policy:
- The Insured shall be liable for the payment of the 11.3. facility fee applicable at the relevant practice in the amount of N\$50.00.

#### CLAIMS PROCEDURE - FUNERAL BENEFIT 12.

Within 90 (ninety) days of the death of a member (including listed dependents) a beneficiary shall claim the 12.1. benefit on the prescribed claim form to be submitted to the Insurer:

- 12.2. 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
  Any other documentation/information reasonably necessary for the assessment of the claim and requested by the Insurer has been submitted.

# 13. CLAIMS PROCEDURE - HOSPITAL BENEFIT

- 13.1. Within 60 days after the occurrence of an event, which may give rise to a Hopitalisation in terms of this policy, the Insured shall advise the Insurer in writing on the prescribed claim form.
- 13.2. The Insurer will not be liable to indemnify unless:13.2.1. The Insurer has issued written confirmation of cover
- subsequent to a claim being received and, 13.2.2. The Insured continues to pay the monthly premium while the claim is in progress.

# 14. 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;

# 15. 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.

## 16. 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.

## 17. 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

Signed on behalf of Trustco Life Ltd.

Annette Brand CEO: Trustco Life Ltd. 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 inthe 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.

## 18. CONFIDENTIALITY

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

## 19. 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 spefically authorised thereto in writing by the Insurer.