Policy Document

Hollard Group Risk

Master Policy

for clients of

TD Administrative Services CC

(Version 3)

Scholar's Personal Accident & Contingency Insurance

Do what you do – we've got you covered.

Work with purpose | Live with freedom | Play with passion

Hollard Group Risk

Introducing your policy

We will pay the benefits set out in this policy for any *insured* who qualifies for the benefits on condition that:

- the *policyholder* pays the premiums set out in this policy, and
- the *policyholder* and *insured* comply with the terms and conditions of this policy.

Key words used in this policy

- 'We', 'us' and 'our' refer to The Hollard Insurance Company Limited
- 'You' and 'your' refer to the *policyholder* named in the policy schedule
- *'Policyholder'* refers to the *school* named in the policy schedule
- *'School'* refers to the *school* named in the policy schedule
- '*Employee*' refers to *administrative staff* and/or *non-administrative staff*. Not all *employees* are automatically covered. Please read the policy schedule to see which *employees* are covered by this policy.
    - *'Administrative staff'* refers to any person employed in a permanent and full-time teaching or administration capacity by the *school* and includes teachers, teaching assistants, office staff and sanatorium staff.
    - *'Non-administrative staff'* refers to any person employed in a permanent and full-time capacity by the *school* and includes cleaners, security staff, ground staff and drivers.
- *'Scholar'* refers to a *day scholar*, a *day boarder* or a *boarder* up to and including Grade 12 (a post-Matric year is also included where applicable).
    - *'Day scholar'* refers to an enrolled student who attends the *school* during normal school hours and does not reside at the *school* premises.
    - *'Day boarder'* refers to an enrolled student who attends the *school* during normal school hours and attends after school activities, but does not reside at the *school* premises.
    - *'Boarder'* refers to an enrolled student who attends the *school* during normal school hours and resides at the *school* premises during school terms.
- '*Insured*' refers to an *employee* and/or *contractor* and/or *scholar* who meets the conditions for eligibility to be covered by this policy
- 'He', 'him' and 'his' refers to a male or female
- '*Material information*' refers to information that affects our decision to insure the *insured* on the terms and conditions in this policy.

The plural of these words is used where appropriate.

The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.

Words which refer to natural persons will also refer to legal persons.

Words defined in this policy appear in *italics*. For ease of reference, some definitions appear in the text in boxes. These terms have the same meaning throughout the policy. The glossary at the end of the document gives the full set of definitions.

Plain language

You have the right to information in plain and understandable language as set out in the:

- Consumer Protection Act, 2008 (CPA); and
- General Code of Conduct for authorised Financial Services Providers and Representatives (Board Notice 80 as amended), to the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS)

This policy is written in plain English and special consideration was paid to:

- avoid uncertainty or confusion, and to not be misleading;
- clear and readable print size, spacing and format;
- context, comprehensiveness and consistency;
- organisation, form and style; and
- vocabulary, usage and sentence structure.

Summary of this policy

We will ensure that we:

- assess claims after receiving all the documents we ask for
- pay the benefits in terms of this policy

You must ensure that you:

- pay the premium in full and on time according to the premium set out in the policy schedule
- give us all information that materially affects our risk
- send us an electronic register of lives insured with relevant and updated information about the *insureds*

Note: please read this policy for all conditions of your insurance with us and all responsibilities of the *parties*.

If you have any questions you can contact us during normal business hours on the numbers set out below:

Hollard Group Risk, a division of The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-8010
Email: hgrcompliance@hollard.co.za

Index

A. Conditions for cover

1. Conditions for eligibility

Any person to be insured under this policy must:

a. be an *employee* of the *school,* or be a *contractor* for the *school;* or

b. be a *scholar* enrolled with the *school*;

c. be within the age limits set out in the policy schedule;

d. if an *employee*, be a citizen of the Republic of South Africa or have been given the necessary permission from the South African authorities to live and work in the Republic of South Africa;

e. if a *scholar*, be a citizen of the Republic of South Africa or have been given the necessary permission from the South African authorities to live in the Republic of South Africa;

f. be listed on the register of lives insured **see: Section G - Your administrative responsibilities.**

Cover can be either voluntary or compulsory under this policy. If cover is voluntary, the total number of *insureds* is subject to the minimum limit as set out on the policy schedule.

Please read the policy schedule to see whether voluntary or compulsory cover applies to your policy.

Contractor	Any person who is not employed as a full time *employee* and who has entered into a contract of work with the *school* for a contract period of at least six months. Contractors are not automatically covered. Please read the policy schedule to see whether cover for contractors applies to your policy. Cover for contractors will always be compulsory.
Employee	*Administrative staff* and/or *non-administrative staff*. Not all *employees* are automatically covered. Please read the policy schedule to see which *employees* are covered by this policy. • *'Administrative staff'* refers to any person employed in a permanent and full-time teaching or administration capacity by the *school* and includes teachers, teaching assistants, office staff and sanatorium *staff*. • *'Non-administrative staff'* refers to any person employed in a permanent and full-time capacity by the *school* and includes cleaners, security staff, ground staff and drivers.
Scholar	A *day scholar*, a *day boarder* or a *boarder* up to and including Grade 12 (a post-Matric year is also included where applicable). • *'Day scholar'* refers to an enrolled student who attends the *school* during normal school hours and does not reside at the *school* premises. • *'Day boarder'* refers to an enrolled student who attends the *school* during normal school hours and attends after-school activities, but does not reside at the *school* premises. • *'Boarder'* refers to an enrolled student who attends the *school* during normal school hours and resides at the *school* premises during school terms.
School	The *school* named in the policy schedule

2. When cover starts

2.1 Employee and/or contractor

a. If an *employee* and/or *contractor* is actively at work on his *entry date*, his cover starts on his *entry date*.

a. If an *employee* and/or *contractor* is not actively at work on his *entry date*, his cover starts when he completes two months of consecutive service with the *school* without absence.

2.2 Scholar

a. A *scholar's* cover starts on his *entry date,* but only if the *scholar* is listed on the register of lives insured **see: Section G - Your administrative responsibilities.**

Actively at work	Attending to and capable of attending to the material and substantial duties of his job.
Entry date	The date an *employee* and/or contractor and/or *scholar* meets the conditions for eligibility under this policy.

3. Temporary absence from work

3.1 Conditions for continuing cover while temporarily absent

We will continue to cover an *employee* and/or *contractor* who is temporarily absent from work, but only if all four of the following conditions are met:

a. **Intended temporary absence**. The *employee* and/or *contractor* and the *school* intend the absence to be temporary (for example annual, sick, maternity or paternity leave);

b. **Shorter than six months**. The absence is not longer than six months. If the *employee* and/or *contractor* is temporarily absent more than once, the absences must be separated by at least three consecutive months. If not, the absences will be added together to determine whether the *employee* and/or *contractor* is absent for longer than the six month limit. We may agree to extend the six month limit if requested to do so in writing by the *school*. If we do agree to extend the limit, we will inform you of our terms and conditions;

c. **Continuous salary**. During the temporary absence, the *school* continues to pay the *employee's* and/or *contractor's* salary (or a reduced salary according to the *school's* policies) unless the *school* grants unpaid leave in writing; and

d. **Continuous premium payments**. During the temporary absence, the *school* continues to pay the premiums on behalf of the *employee* and/or *contractor*, if premiums are not paid annually.

3.2 Where an insured is absent for longer than six months

Cover ends when an *employee* and/or *contractor* is absent from work for longer than the six month limit or any extended period agreed to by us in writing.

If the *employee* and/or *contractor* returns to work any time after the end of the six month limit or after any extended period agreed to by us in writing, we will treat him as a new *employee* and/or *contractor* and he must meet all conditions for eligibility and *actively at work* before we will cover him again.

Employee	*Administrative staff* and/or *non-administrative staff*. Not all *employees* are automatically covered. Please read the policy schedule to see which *employees* are covered by this policy. • *'Administrative staff'* refers to any person employed in a permanent and full-time teaching or administration capacity by the *school* and includes teachers, teaching assistants, office staff and sanatorium *staff*. • *'Non-administrative staff'* refers to any person employed in a permanent and full-time capacity by the *school* and includes cleaners, security staff, ground staff and drivers.

4. Where and when cover applies

Cover under this policy applies:

- 24 hours a day;
- 7 days a week; and
- worldwide;

subject to the conditions set out under each benefit section.

B. Accidental death benefit

1. Death benefit

1.1 Basic benefit

If an *insured* dies because of an *accident* during the period of cover and within one year of the date of the *accident*, we will pay the benefit as set out in the policy schedule, as a lump sum.

This is not an automatic benefit. Please read the policy schedule to see whether the accidental death benefit applies to your policy.

Accident	An unfortunate incident the *insured* could not foresee that happens unexpectedly and unintentionally at an identifiable time and place and results in death or bodily injury.

1.2 Disappearance benefit

If an *insured* disappears during the period of insurance, we will presume the *insured's* death and will pay the accidental death benefit as set out in the policy schedule as a lump sum.

Conditions for the disappearance benefit

- the *insured* must be a *scholar;*
- the *insured's* disappearance must be because of an *accident* which caused bodily injury that could have resulted in death; and
- the appropriate High Court ruled that the *insured* is presumed to be dead and granted an order of presumption of death

If we have paid the disappearance benefit and the *insured* is subsequently found to be alive, the *policyholder* will refund the amount of such payment to us.

2. Exclusions – when we will not pay the benefit

2.1 Criminal activity

We will not pay an accidental death benefit claim if the *insured's* death is directly or indirectly caused by the *insured* committing a crime.

2.2 Insured's actions cause death

We will not pay an accidental death benefit claim if the *insured's* death is directly or indirectly caused by any of the following:

Warlike activities

a. Nuclear, biological and chemical warfare or sabotage.

b. The *insured* actively taking part in:

- any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
- overthrowing or influencing any government by force or *terrorism*.

Labour disturbance	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.

Terrorism	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Self-inflicted death

We will not pay an accidental death benefit claim if the *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, except where the *insured* attempts to save a human life;
- participates in *hazardous activities* competitively or as a professional or for financial reward;
- commits suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment;
- drives when over the legal alcohol limit;
- drives without a valid driver's licence;
- takes drugs or medicine for the treatment of drug addiction;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

Hazardous activities	Hazardous activities include but are not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.

3. Claims

3.1 How to claim

When you want to claim the accidental death benefit for an *insured* you must:

a. **tell us of the death in writing within three months** from the date of death. We will tell you what evidence and other documents we need to process the claim; and

b. **send us the evidence and other documents we need within nine months** of telling us of the death. We typically need the following documents (but these may not be all):

- an original signed claim form
- an original certified copy of the *insured's* death certificate
- an original certified copy of the *insured's* identity document and/or birth certificate if the *insured* is a *scholar*
- a copy of the *insured's* last payslip if the *insured* is an *employee* and/or *contractor*
- a copy of the insured's proof of enrolment at the *school* if the *insured* is *scholar*
- an original certified copy of the *claimant's* identity document if the *insured* is a *scholar*
- if applicable, a copy of the completed BI-1663 report
- proof of banking details
- if applicable, a copy of the relevant Police report

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

c. **send us any additional information we may ask for within three months** from the day that we ask for the information.

Claimant	The person who is claiming the benefit in respect of an *insured* who is a *scholar*.

3.2 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, , it will cause a delay in the assessment of your claim..

3.3 If we do not accept the claim

If we do not accept the claim, you may ask us to review our decision **see: Section I – Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review.

4. Payment of the benefit

4.1 Who we will pay

a. If the *insured* is a *scholar*, we will pay the *insured's* accidental death benefit as a lump sum to the *claimant*.

b. If the *insured* is an *employee* and/or a *contractor*, we will pay the *insured's* accidental death benefit as a lump sum to the *school*.

4.2 When we will pay

We will pay as soon as we have accepted the claim.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- the *insured's* employment with the *school* ends if the *insured* is an *employee* and/or *contractor*;
- the *insured's* enrolment with the *school* is terminated if the *insured* is a *scholar*;
- the *insured* receives total lump sum payments for impairments under this policy equal to 100% of the sum assured;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* reaches the *maximum cover age*; or
- the *insured* is an *employee* and/or *contractor* and is temporarily absent from work for more than six months (or any extended period agreed to by us in writing).

Maximum cover age	The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends and is selected by the *policyholder.*

C. Accidental impairment benefit

1. Accidental impairment benefit

1.1 Basic benefit

If an *insured* qualifies for the accidental impairment benefit during the period of insurance, we will pay the benefit as set out in the policy schedule, as a lump sum.

This is not an automatic benefit. Please read the policy schedule to see whether the accidental impairment benefit applies to your policy.

1.2 Conditions for the accidental impairment benefit

The *insured* must have suffered an impairment event as set out in the policy schedule, and the impairment must be the result of an *accident*.

1.3 Multiple impairment events

If an *insured* qualifies for more than one impairment event under this policy, the total benefit payable under this policy will not exceed 100% of the sum assured as set out in the policy schedule.

1.4 Mobility benefit

If an *insured* is disabled during the period of cover and within one year of the date of the *accident*, because of a bodily injury caused by the *accident* which (directly or indirectly, and independently of any other cause) results in the need for a wheelchair and/or any other appliance for mobility, we will in addition to the basic benefit, pay the cost of:

- a prosthesis;
- a wheelchair (manual or electric);
- the fitting of wheelchair loading equipment;
- alterations to the *insured's* residence to facilitate the use of such wheelchair; and/or
- the modification of the controls of the *insured's* motor vehicle.

The mobility benefit is subject to the maximum mobility benefit, as set out in the policy schedule.

Accident	An unfortunate incident the *insured* could not foresee that happens unexpectedly and unintentionally at an identifiable time and place and results in death or bodily injury.

2. Exclusions – when we will not pay the benefit

2.1 Not caused by an accident

We will not pay the benefit if the impairment was not caused by an *accident*.

2.2 Limited time from accident to event date

We will not pay a claim if the impairment event, as defined in the policy schedule to this policy, occurs later than one year after the *accident*.

2.3 Criminal activity

We will not pay an accidental impairment benefit claim if the impairment event is directly or indirectly caused by the *insured* committing a crime.

2.4 Insured's actions cause impairment

We will not pay an accidental impairment benefit claim if the impairment event is directly or indirectly caused by any of the following:

Warlike activities

a. Nuclear, biological and chemical warfare or sabotage.

b. The *insured* actively taking part in:

- any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
- overthrowing or influencing any government by force or *terrorism*.

Labour disturbance	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
Terrorism	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Self-inflicted impairment

We will not pay an accidental impairment benefit claim if the *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, except where the *insured* attempts to save a human life;
- participates in *hazardous activities* competitively or as a professional or for financial reward;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment;
- drives when over the legal alcohol limit;
- drives without a valid driver's licence;
- takes drugs or medicine for the treatment of drug addiction;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

Hazardous activities	Hazardous activities include but are not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.

3. Claims

3.1 How to claim

When you want to claim the accidental impairment benefit for an *insured* you must:

a. **tell us of the impairment in writing within three months** from the date of the *insured*'s *accident*. We will tell you what evidence and other documents we need to process the claim; and

b. **send us the evidence and documents we ask for within nine months** of telling us about the claim. We typically need the following documents (but these may not be all):

- an original claim form completed and signed by the *school* and the medical attendant

- medical reports
- clinical evidence
- an original certified copy of the *insured's* identity document and/or birth certificate if the *insured* is a *scholar*
- a copy of the *insured's* payslip for the last completed month of employment if the *insured* is an *employee* and/or *contractor*
- a copy of the *insured's* proof of enrolment at the *school* if the *insured* is a *scholar*
- an original certified copy of the *claimant's* identity document if the *insured* is a *scholar*
- proof of banking details
- if applicable, a copy of the relevant Police report

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

c. **send us any additional information we may ask for within three months** from the day that we ask for the information.

Once the steps above have been followed, we will assess the *insured*'s medical condition and decide if we need more information or if we will accept the claim, and how much we will pay.

Claimant	Is the person who is claiming the benefit in respect of an *insured* who is a *scholar*.

3.2 We may ask for medical assessments

We may ask for further information on the *insured's* medical condition. You must send us the evidence and documents we ask for within the period set out in our request letter.

Depending on our assessment, we will decide whether to admit or decline the claim.

If you do not send us the information we ask for within the period set out in our request letter, we will not pay the claim.

3.3 We will not pay a claim if:

- the *insured* refuses to undergo reasonable medical treatment (including surgery if specifically recommended by a registered medical practitioner) if we determine that there is a strong likelihood that this treatment will improve the *insured's* condition;
- the *insured* refuses to get proper medical care;
- the *insured* does not follow reasonable advice given by any medical and/or non-medical expert; or
- the *claimant* does not give us the information we ask for within the period set out in our request letter **see: Section C nr. 3.2 - We may ask for medical assessments**.

3.4 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, it will cause a delay in the assessment of your claim.

3.5 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision **see: Section I - Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

4. Payment of the benefit

4.1 Who we will pay

a. If the *insured* is a *scholar*, we will pay the *insured's* accidental impairment benefit as a lump sum to the *claimant*.

b. If the *insured* is an *employee* and/or *contractor*, we will pay the *insured's* accidental impairment benefit as a lump sum to the *employee* and/or *contractor*.

4.2 When we will pay

We will pay as soon as we have accepted the claim.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- the *insured's* employment with the *school* ends if the *insured* is an *employee* and/or *contractor*;
- the *insured's* enrolment with the *school* is terminated if the *insured* is a *scholar*;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* reaches the *maximum cover age*;
- the *insured* receives total lump sum payments for impairments under this policy equal to 100% of the sum assured; or
- the *insured* is an *employee* and/or *contractor* and is temporarily absent from work for more than six months (or any extended period agreed to by us in writing).

Maximum cover age	The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends and is selected by the *policyholder*.

D. Medical expenses benefit

1. Medical expenses benefit

1.1 Basic medical expenses benefit

If an *insured* sustains bodily injury as the result of an *accident*, which (directly or indirectly, and independently of any other cause) requires within one year and during the period of cover medical or surgical treatment, we will pay for the *medical expenses* incurred.

This is not an automatic benefit. Please read the policy schedule to see whether the medical expenses benefit applies to your policy.

Accident	An unfortunate incident the *insured* could not foresee that happens unexpectedly and unintentionally at an identifiable time and place and results in death or bodily injury.
Medical expenses	The necessary costs and expenses incurred for medical treatment including surgical, dental, hospital, nursing and prescribed remedial expenses, including artificial aids, prostheses, doctors' fees, emergency transportation, or freeing of an insured person if trapped, or bringing such person to a place of safety.

1.2 Flexible medical expenses benefit

An *insured* may select a flexible medical expenses benefit, as set out in the policy schedule.

This is not an automatic benefit. Please read the policy schedule to see whether the flexible medical expenses benefit applies to your policy.

Conditions for the flexible medical expenses benefit

a. The *insured* must be an *employee* and/or *contractor*.

b. The *insured* must choose to be covered for the flexible medical expense benefit.

c. The *insured* must pay the additional premium as set out in the policy schedule.

1.3 Medical expenses benefit limits

a. The *medical expenses* that may be claimed for under the medical expenses benefit are subject to a maximum of two times the National Health Reference Price List (NHRPL) tariffs as gazetted in 2006. These tariffs will be increased annually by a percentage equal to the Consumer Price Index (CPI) plus 4%, for each year thereafter.

b. The total basic medical expenses benefit is subject to a maximum annual basic medical expenses benefit per *insured*, as set out in the policy schedule.

c. The total flexible medical expenses benefit is subject to a maximum annual flexible medical expenses benefit per *insured*, as set out in the policy schedule.

d. Travel expenses incurred by a *scholar,* including travel expenses charged by a qualified medical practitioner, are subject to a maximum limit per claim, as set out in the policy schedule. The travel expenses are included in the annual maximum limit per *insured* and are not in addition to the *medical expenses*.

Consumer Price Index	Is the increase in the consumer price index over the preceding 12 months, as provided by Statistics South Africa.

1.4 Conditions for the medical expenses benefit

Time and place of accident

a. The *accident* must have taken place at a certain time and place:
   - during the school term on the *school* grounds;
   - during the school holidays at a *school* event, or
   - when the *insured* is travelling to and from *school* or a *school* event.

b. If the *insured* is a *scholar*, the *accident* must have taken place while the *insured* is under the care of the *school* authorities, or any other person approved and authorised by the *school*.

c. A *school* event includes:
   - while the *insured* takes part in *school* organised sports, educational or cultural activities; and
   - while the *insured* is representing his province or country at sport, educational or cultural activities.

Pre-authorisation

The *policyholder* must ask us for authorisation before the start of treatment in respect of any bodily injury where the *insured* must undergo hospitalisation, specialised dentistry or MRI scans.

1.5 First amounts payable

a. If the *insured* is an *employee* and/or *contractor*, the *insured* must first claim from his medical aid scheme for any medical expenses, unless the *insured* has selected the flexible medical expenses benefit.

b. If the *insured* is a *scholar*, or an *employee* and/or *contractor* who has selected the flexible medical expenses benefit, we will pay the medical expenses less the *excess* for this policy if the *insured*:
   - is not a member of a medical aid scheme; or
   - chooses not to claim from his medical aid scheme.

c. If the *insured* is a member of a South African medical aid scheme and the *medical expenses* are covered by the medical aid scheme, this policy will only apply to those *medical expenses* not paid by the medical aid scheme. No *excess* will be deducted.

   All such expenses paid by the medical aid scheme, including any amounts paid from the member's savings account, are considered to have indemnified the *insured* and are not claimable under this policy.

Excess	The first amount payable in the event of any one medical expenses benefit claim for which we are not liable, and that will be deducted from any claims settlement unless specifically stated that it will not be deducted. The amount of the *excess* is different for the first claim and the 2nd and subsequent claims during a calendar year. The *excess* amounts are set out in the policy schedule.

2. Exclusions – when we will not pay the benefit

2.1 Not caused by an accident

We will not pay the benefit if the *medical expenses* incurred were not because of an *accident*.

2.2 Sports related injuries

We will not pay a medical expenses benefit claim for a sports related injury if the *accident* occurred while the *insured* is still receiving treatment for, or is still recovering from a previous injury.

2.3 No authorisation was requested or given

We will not pay a medical expenses benefit claim for hospitalisation, specialised dentistry or MRI scans if:

- the *policyholder* did not ask us for authorisation prior to the start of treatment; or
- we have declined a request for such authorisation.

2.4 The insured did not claim under his medical aid scheme

We will not pay a medical expenses benefit claim for an *insured* who is an *employee* and/or *contractor*, if the *insured* did not first claim the *medical expenses* from his medical aid scheme, unless the *insured* has selected the flexible medical expense benefit.

2.5 The insured obtained a second opinion

We will not pay a medical expenses benefit claim if an *insured* chose to obtain a second opinion, unless we asked for the second opinion.

2.6 Criminal activity

We will not pay a medical expenses benefit claim if the *accident* is directly or indirectly caused by the *insured* committing a crime.

2.7 Insured's actions cause the accident

We will not pay a medical expenses benefit claim if the *accident* is directly or indirectly caused by any of the following:

Warlike activities

a. Nuclear, biological and chemical warfare or sabotage.

b. The *insured* actively taking part in:

- any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
- overthrowing or influencing any government by force or *terrorism*.

Labour disturbance	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
Terrorism	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Self-inflicted injury

We will not pay a medical expenses benefit claim if the *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, except where the *insured* attempts to save a human life;
- participates in *hazardous activities* competitively or as a professional or for financial reward;

- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment;
- drives when over the legal alcohol limit;
- drives without a valid driver's licence;
- takes drugs or medicine for the treatment of drug addiction;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

Hazardous activities	Hazardous activities include but are not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.

3. Claims

3.1 How to claim

When you want to claim the medical expenses benefit for an *insured* you must:

a. **tell us of the *accident* in writing within three months** from the date of the *accident*. We will tell you what evidence and other documents we need to process the claim; and

b. **send us the evidence and documents we ask for within nine months** of telling us about the claim. We typically need the following documents (but these may not be all):

- an original claim form completed and signed by the *school* and the medical attendant
- a copy of the *insured's* payslip for the last completed month of employment if the *insured* is an *employee* and/or *contractor*
- an original certified copy of the *claimant's* identity document if the *insured* is a *scholar*
- proof of banking details (where applicable)
- proof of *medical expenses* incurred
- a copy of the *insured's* medical aid statement (where applicable)
- if applicable, a copy of the relevant Police report.

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

c. **send us any additional information we may ask for within three months** from the day that we ask for the information.

Claimant	Is the person who is claiming the benefit in respect of an *insured* who is a *scholar*.

3.2 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, it will cause a delay in the assessment of your claim.

3.3 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision **see: Section I - Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

4. Payment of the benefit

4.1 Who we will pay

a. If the *insured* is a *scholar*, we will pay the *insured's* medical expenses benefit as a lump sum to the *claimant* or the *school*.

b. If the *insured* is an *employee* and/*or contractor*, we will pay the *insured's* medical expenses benefit as a lump sum to the *employee* and/or *contractor*.

The medical expenses benefit will not be paid to a service provider under any circumstances.

4.2 When we will pay

We will pay as soon as we have accepted the claim.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- the *insured's* employment with the *school* ends if the *insured* is an *employee* and/or *contractor*;
- the *insured's* enrolment with the *school* is terminated if the *insured* is a *scholar*;
- any conditions for eligibility are no longer met;
- premiums are not paid;
- the *insured* reaches the *maximum cover age*; or
- the *insured* is an *employee* and/or *contractor* and is temporarily absent from work for more than six months (or any extended period agreed to by us in writing).

Maximum cover age	The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends and is selected by the *policyholder*.

E. School fees remission benefit

1. School fees remission benefit

1.1 Basic benefit

If an *insured* is absent from *school* lessons for a continuous period during the school term because of *illness* or *accident* or following contact with an *infectious disease*, we will compensate the *school* for the loss incurred as a result of the *school* refunding the *school fees* to the parent or guardian of the *insured*.

a. The total school fees remission benefit for all occurrences in respect of any one *insured* is subject to the maximum benefit per *scholar* as set out in the policy schedule.

b. The total school fees remission benefit for one occurrence in respect of all the *insureds* of the *school* is subject to the maximum benefit per *school* as set out in the policy schedule.

This is not an automatic benefit. Please read the policy schedule to see whether the school fees remission benefit applies to your policy.

Illness	Any sickness or disease contracted, commencing or first manifesting itself during the period of insurance.
Accident	An unfortunate incident the *insured* could not foresee that happens unexpectedly and unintentionally at an identifiable time and place and results in death or bodily injury.
Infectious disease	A disease that is transmitted by one or more persons to another by means of personal contact, air, water or ingestion and commencing or first manifesting itself during the period of insurance.
School fees	All costs and expenses for tuition, board and use of *school* facilities (or as more specifically defined in the school prospectus), but excludes any extra-curricular activities that do not form part of the *school's* definition of fees.

Conditions for the benefit

a. The *insured* must be a *scholar*.

b. The *insured* must have been absent from *school* for a continuous period of 10 school days because of an *illness*.

c. The *insured* must have been absent from *school* for a continuous period of 5 school days because of an *accident*.

d. The *insured* must have been absent from *school* for a continuous period of 10 school days following contact with an *infectious disease*.

e. The cause and length of the absence from *school* must be certified by a qualified medical practitioner. We may request further information from the qualified medical practitioner attending to the *insured*, or we may appoint another qualified medical practitioner.

Scholar	A *day scholar*, a *day boarder* or a *boarder* up to and including Grade 12 (a post-Matric year is also included where applicable). • *'Day scholar'* refers to an enrolled student who attends the *school* during normal school hours and does not reside at the *school* premises.

- *'Day boarder'* refers to an enrolled student who attends the *school* during normal school hours and attends after school activities, but does not reside at the *school* premises.
- *'Boarder'* refers to an enrolled student who attends the *school* during normal school hours and resides at the *school* premises during school terms.

1.2 School closure benefit

This benefit refers to the necessary closure of the whole or part of the *school* because of an *epidemic* of an *infectious disease* at the *school* which renders the continuance of schoolwork impossible.

Conditions for the benefit

a. The necessity for and the period of the closure of the *school* will be determined by prior agreement between the Department of Health and a qualified medical practitioner nominated by us.

b. If no agreement is reached, then the matter will be referred to the Arbitration Foundation of Southern Africa (AFSA) for final resolution by means of arbitration in accordance with the rules of AFSA, and by an arbitrator or arbitrators appointed by AFSA.

c. You must ensure that full details of the case and circumstances of the closure are sent to us within 15 days of the agreement to close whole or part of the *school*.

d. The *insureds* must have been absent from *school* for a continuous period of 10 days following contact with an *infectious disease*.

Epidemic	A widespread occurrence of an *infectious disease* in a *school* at a particular time contracted or first manifesting itself during the period of insurance.

1.3 Calculation of the benefit

For the purpose of calculating the school fees remission benefit, the following assumptions and restrictions will apply:

a. We will calculate the value of the school fees remission benefit as follows:

$$\frac{\text{Total school fees due}}{\text{Total number of school days for the corresponding period}} \times \text{Number of school days absent less the number of excluded days}$$

b. The number of excluded days in the formula, is the number of days determined by the reason of absence:

- the first 5 school days if the insured is absent because of an *accident*.
- the first 10 school days if the insured is absent because of *illness*.
- the first 10 school days if the insured is absent following contact with an *infectious disease*.

c. A school day is considered to be any day of the week on which *school* lessons are given, and will include Saturdays (where applicable).

d. Sundays and public holidays are not considered school days.

e. If the *insured* is a *boarder*, and is absent from school lessons because of *illness* or *accident* or having been in contact with an *infectious disease* while at *school*, but

remains under the care of the *school* authorities, we will only pay towards tuition which will be equal to 75% of the *school fees*.

Boarder	An enrolled student who attends the *school* during normal school hours and resides at the *school* premises during school terms.

2. Exclusions – when we will not pay the benefit

2.1 Insured is absent for the following reasons

We will not pay a school fees remission benefit:

- for a *day boarder* or *day scholar* who does not attend *school* lessons for fear of contact with an *infectious disease,* unless it is decided to close whole of part of the *school*.
- for any absence because of inoculation or similar preventative treatment, unless such treatment is insisted on by the *school* authorities because of an *epidemic* in the surrounding area of the *school* or the *scholar's* residence.
- for any absence of which the cause and length have not been certified by a qualified medical practitioner.
- for any absence that exceeds the length of absence as certified by a qualified medical practitioner, at the end of which a *scholar* would be considered physically fit to resume attendance at *school*.
- for any absence that is longer than the necessary quarantine period following contact with an *infectious disease.*
- for a *scholar* who is absent because he is in quarantine following contact with an *infectious disease* before his *entry date.*

2.2 Pre-existing conditions

We will not pay a school fees remission benefit claim that was caused by an *illness* or bodily injury that existed at any time before the *insured's entry date.*

Pre-existing condition	Refers to a medical condition or disability which existed at any time before an *insured's entry date*.

2.3 Criminal activity

We will not pay a school fees remission benefit claim if the *insured's* absence is directly or indirectly caused by the *insured* committing a crime.

2.4 Insured's actions cause the insured to be absent

We will not pay a school fees remission benefit claim if the *insured's* absence is directly or indirectly caused by any of the following:

Warlike activities

a. Nuclear, biological and chemical warfare or sabotage.

b. The *insured* actively taking part in:

- any war, invasion, rebellion, revolution, uprising, riot, civil commotion, strike, *labour disturbance*, and the seizing of power; or
- overthrowing or influencing any government by force or *terrorism*.

Labour disturbance	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
Terrorism	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Self-inflicted injury

We will not pay a school fees remission benefit claim if the *insured*:

- deliberately or negligently exposes himself to risks and events that led to the claim, except where the *insured* attempts to save a human life;
- participates in *hazardous activities* competitively or as a professional or for financial reward;
- attempts suicide or deliberately inflicts injury on himself;
- refuses to seek and follow reasonable medical advice or treatment;
- drives when over the legal alcohol limit;
- drives without a valid driver's licence;
- takes drugs or medicine for the treatment of drug addiction;
- takes drugs or poison; or
- takes medication unless a qualified medical practitioner prescribes them.

Hazardous activities	Hazardous activities include but are not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.

3. Claims

3.1 How to claim

When you want to claim the school fees remission benefit for an *insured* you must:

a. **tell us of the absence in writing within three months** from the date of the *insured's illness* or *accident*. We will tell you what evidence and other documents we need to process the claim; and

b. **send us the evidence and documents we ask for within nine months** of telling us about the claim. We typically need the following documents (but these may not be all):

- an original claim form completed and signed by the *school* and the medical attendant
- medical reports and/or clinical evidence (if applicable)
- a copy of the sick note issued by the medical attendant
- a copy of the *insured's* proof of enrolment at the *school*
- proof of the remission of the *school fees* to the parent or guardian of the *insured*
- proof of banking details
- if applicable, a copy of the relevant Police report.

If we ask for an original certified copy of a document we will not accept a certified copy of a previously certified copy.

c. **send us any additional information we may ask for within three months** from the day that we ask for the information.

3.2 We may ask for medical assessments

We may ask for further information on the *insured's* medical condition. You must send us the evidence and documents we ask for within the period set out in our request letter.

Depending on our assessment, we will decide whether to admit or decline the claim.

If you do not send us the information we ask for within the period set out in our request letter, we will not pay the claim.

3.3 We will not pay a claim if:

- the *insured* refuses to undergo reasonable medical treatment (including surgery if specifically recommended by a registered medical practitioner) if we determine that there is a strong likelihood that this treatment will improve the *insured's* condition;
- the *insured* refuses to get proper medical care;
- the *insured* does not follow reasonable advice given by any medical and/or non-medical expert; or
- the *claimant* does not give us the information we ask for within the period set out in our request letter **see: Section E nr. 3.2 - We may ask for medical assessments**.

3.4 If the claim process is not followed

If the steps above are not followed, and/or you do not send us the information we ask for within the time periods given above, it will cause a delay in the assessment of your claim.

3.5 If we do not accept the claim

If we do not accept the claim, you may ask for a review of our decision **see: Section I – Dispute resolution**. We will review our decision only if you:

- send us further evidence and argument within 90 days of the date that you receive our rejection letter; and
- cover all costs of the review. If we change our decision because of the review, we will reimburse you for the relevant and appropriate medical expenses that led to our acceptance of the claim.

4. Payment of the benefit

4.1 Who we will pay

We will pay the *insured's* school fees remission benefit as a lump sum to the *school*.

4.2 When we will pay

We will pay as soon as we have accepted the claim.

5. When cover for an insured ends

Cover for an *insured* ends when any of the following occurs:

- the *insured's* enrolment with the *school* is terminated;
- any conditions for eligibility are no longer met;

- premiums are not paid; or
- the *insured* reaches the *maximum cover age*.

Maximum cover age	The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends and is selected by the *policyholder*.

F. Premiums

1. Your premium

What you must pay

Premiums are due per school term or annually. You must pay the premium at the premium frequency as set out in the policy schedule, by the first day of the period to which the premium relates.

When we calculate the premium that applies to your policy, we consider:

- the geographical region in which the *school* operates;
- the ages and genders of all *insureds;* and
- any previous claim experience.

Overdue premiums

a. If any premium is not paid in time, we will allow a one month grace period for you to pay it except for the first premium which must be paid on time.

b. If you do not pay the outstanding premium within the grace period, cover will end on the last day of the term for which a premium was received. This policy will then automatically end, unless you agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate your policy.

c. We will not consider any claim that arises during the grace period unless we receive the full outstanding premium before the end of the grace period.

Premiums for insureds who join late

If an *insured's entry date* is not on the first day of the school year or the first day of a school term, you only need to pay a pro-rata premium for the number of school days that the *insured* is expected to be at *school* for the rest of the school year or school term.

Premiums for insureds who leave early

If an *insured's* cover ends before the last day of the school year, we will refund the premium for the period that the *insured* was not at *school*, but only under the following circumstances:

- the premiums are paid annually;
- you tell us in writing that an *employee* and/or *contractor's* employment with the *school* has ended or that a *scholar's* enrolment with the *school* has been terminated; and
- no benefit has been paid or no insured event has occurred during the period of cover for that *insured*.

2. Premium guarantee

Your premium is guaranteed for the period shown in the policy schedule.

2.1 Only applies when information is complete and correct

The premium guarantee does not apply if we have received incorrect or incomplete information that materially affects our risk.

We base our decision to insure the *insureds* on the information you give to us, either directly or through your *intermediary*. If any of this information is incomplete or incorrect, our decision will have been based on incomplete or incorrect information and, if we had known the complete and correct information when you applied for the policy, we may not have agreed to cover the *insured* for the amount set out in the policy schedule.

It is your responsibility to ensure that all *material information* we receive is complete and correct. We may, therefore, recalculate your *premium* if any *material information* is incorrect or incomplete.

We will recalculate the premium according to the correct information. The revised premium applies retrospectively to your *policy start date* or *policy review date*.

If the revised premium is more than your current premium, you must pay the difference to us immediately. We will only consider claims when all outstanding premiums are paid in full.

If the revised premium is less than your current premium, we will refund the difference to you.

Material information	Information that affects our decision to insure the *insured* on the terms and conditions in this policy.
Intermediary	The person or entity you appoint to carry out any of your duties under this policy on your behalf. The person or entity is set out in the policy schedule.

3. When premiums may change

3.1 Yearly premium review

We will review your premium every year on the *policy review date* set out in the policy schedule. You must pay the revised premium from the effective date of the policy review.

If you do not agree with the revised premium, you may ask us to review our decision. We will review our decision only if you:

- send us a written request to review our decision within three months of the effective date of the policy review;
- continue to pay the premium; and
- send us an updated electronic register of lives insured (if voluntary).

Policy review date	The date on which we will review your premium every year. The date is set out in the policy schedule.

G. Your administrative responsibilities

1. Electronic register of lives insured

You must ensure that an up-to-date electronic register of lives insured is sent to us.

The register of lives insured must show, for each *insured*:

- full name;
- identity number (if *employee* and/or *contractor*);
- employee or membership number (if *employee* and/or *contractor*);
- date of birth;
- gender;
- the applicable benefit; and
- all other *material information*.

If the policy allows for *contractors* to be covered **see: Section A - Conditions for cover**, the register of lives insured must include:

- the contract period for each *contractor*

Contractor	Any person who is not employed as a full time *employee* and who has entered into a contract of work with the *school* for a contract period of at least six months. Contractors are not automatically covered. Please read the policy schedule to see whether cover for contractors applies to your policy. Cover for contractors will always be compulsory.

1.1 Information must be correct

It is your responsibility to ensure the information on the register of lives insured is correct for each *insured*.

You must send us an up-to-date electronic register of lives insured:

- on the *policy start date*; and
- at the beginning of each school term.

If we do not receive the updated register of lives insured at the beginning of each school term, we will use the information contained in the last register of lives insured we received. Only those *insureds* listed in the last received register of lives insured will be covered under this policy.

a. Whenever a change happens

You must ensure that you send us details of any changes **see: Section G, nr.1 – Electronic register of lives insured,** which may affect any *insured's* benefits. These changes must be sent to us whenever they happen during the year.

If we do not receive the details of these changes, we will use the information contained on the last register of lives insured we received. This means potential *insureds* will not be covered.

H. Ending this policy

1. When this policy ends

The policy ends when:

a. you do not pay the premiums due under this policy;

b. the *school* closes down permanently; and/or

c. the notice period for cancelling this policy comes to an end.

2. Cancelling this policy

2.1 When we may cancel

We may cancel this policy by giving you one month's written notice.

2.2 When you may cancel

You may cancel this policy by giving us:

- immediate notice, in writing, if it is within the first month from the *policy start date*
- one month's written notice after the end of the first month from the *policy start date*.

At the end of the notice period, the policy will automatically end. If you wish to reinstate the policy, you must agree in writing to any terms of reinstatement we may offer. We are not obliged to offer terms for reinstatement or to reinstate the policy.

Policy start date	The date cover under this policy begins. The date is set out in the policy schedule.

2.3 Premiums paid after cancellation

If you pay us any premium for any period of insurance after the date that this policy ends, we will refund the premiums to you.

I. Dispute resolution

If we do not accept a claim made in terms of this policy, void this policy or if you dispute the amount of the claim you may request us to review our decision. We will only review our decision if you send us a written request to review within 90 days (the "representation period") of the date that you receive our rejection letter.

You must send the written request to:

Hollard Group Risk Compliance

A division of The Hollard Insurance Company Limited

PO Box 87419

Houghton

2041

Tel: +27 (11) 351-2222

Fax: +27 (11) 351-3221

Email: hgrcompliance@hollard.co.za

Alternatively, you may contact:

The Ombudsman for Short-term Insurance

P O Box 32334

Braamfontein

2017

Tel: +27 (11) 726-8900

Fax: +27 (11) 726-5501

Email: info@osti.co.za

If the dispute is not satisfactorily resolved in this manner, you may institute legal action against us for the enforcement of the claim, by way of the service of summons against us. Summons must be served on us within 180 days of the expiry of the representation period. If this is not done, your claim against us will be forfeited and will become time barred and we will no longer be liable for the claim.

J. General conditions

1. Good faith

You and us will always act in good faith in our mutual dealings.

Any administration error made by us will not invalidate the cover validly in force or continue cover which is not validly in force.

Conditions precedent

All benefit payments are subject to the verification of the validity of any claim.

Our liability in terms of this policy is conditional on you, the *insured* or anyone acting on your or the *insured's* behalf, complying with all the terms, conditions and warranties of this policy.

2. Prevention

The *school* shall take all reasonable precautions to prevent accidents and to comply with all statutory requirements and regulations.

3. Whole contract

This policy, the policy schedule and any endorsements, as well as any forms, declarations and communication relating to this policy, make up the whole contract between you and us. We are not bound by any changes unless we have agreed to them in writing and have incorporated them into this policy by means of an endorsement and/or a policy schedule.

4. Changes to policy conditions

If any statutory authority introduces measures which affect this policy or if legislation changes, we will make the necessary changes to this policy, after notifying you about the reason for the changes.

If you consider any change to be prejudicial to you, you may end this policy, subject to the relevant provisions contained in the policy.

5. No waiver

If we agree to change the terms and conditions of this policy, the changes will not be valid unless they are made in writing and signed by us.

If we agree to change any deadlines or requirements on an ad hoc basis, it does not mean that we have agreed generally or in all cases to change the deadlines or requirements.

6. Our liability does not exceed the benefit

Our payment of any benefit is a full discharge of our obligations under this policy in respect of an admitted claim and once we have paid it, we will not be liable for anything else. Our liability does not exceed the benefit for which you have paid premiums and no interest will be payable on any benefit.

7. Limitation of benefits

Accidental death sums insured shall be limited to that which is allowed by Government Legislation as amended from time to time.

We will not insure the life of a *scholar* who is under the age of fourteen years for any sum of money which exceeds or which when added at the *policy start date* to any amount which to his knowledge is payable on the death of that child by any friendly society, exceeds:

- R10,000 (ten thousand Rand) if the *scholar* is under six years of age; or

- R30,000 (thirty thousand Rand) if the *insured* is over the age of 6 years and under the age of 14 years;

We may increase the maximum total benefit amounts above from time to time, or when legislation changes.

If we limit the claim amount to the maximums above, we will refund the premiums we received for any cover we did not provide.

8. Fraud

We do not tolerate any misrepresentation or fraud.

We will not accept any liability under this policy because you or the *insured* (or any person acting for you or the *insured*) misrepresent/s any information about the *insured* or make/s a fraudulent claim. If we are prejudiced or suffer a loss because of misrepresentation or fraud, then we will be entitled to:

- not pay any further benefit for the *insured*;
- recover any benefit paid;
- end the policy;
- retain premiums paid; and/or
- take legal action.

9. No transfer and exercise of rights

You may not transfer (including cede, assign or dispose of) this policy or any of the benefits payable under this policy to any other person.

Only you can exercise any rights against us in terms of this policy unless the provisions of a particular benefit state otherwise.

10. Communicating with each other

The *parties* must communicate with each other in writing. The *parties* may use registered post, e-mail or fax.

For any formal notices or processes of law, the *parties* must use the addresses set out in the policy schedule, which are the addresses at which the *parties* agree to be served any notices or processes (*domicilium citandi et executandi*). The *parties* must tell each other, in writing, within seven days of any change in these addresses.

We will communicate with you, the *school*, the *intermediary,* the *administrator* or the *insured* and such communications will be treated as if we had communicated directly with you.

11. Currency

Premiums and benefits payable under this policy must be paid in South African Rands only.

12. Law

The policy shall be governed by and interpreted in accordance with South African Law in the courts of the Republic of South Africa.

13. Consent to disclosure of private information

Each *insured*, by virtue of being insured under this policy, authorises us to access any information about him and to obtain any such information, which we may reasonably need to assess the validity of a claim and authorise any person and/or institution from whom we may request such access and information to grant access and provide the information.

Each *insured*, by virtue of being insured under this policy, also authorises us to share and provide any information which we obtain about him, with other insurers.

This right of access extends to claims made by any dependants or beneficiaries of the *insured* or any other party claiming benefits.

The information which we are authorised to access and obtain includes, but is not limited, to information about the *insured's* health. Any medical information required will only relate to that of the *insured* and no other person.

You must advise each *insured* of the contents of this clause. Unless we receive written notice to the contrary, we will assume that each *insured* has accepted the contents of this clause and we will be entitled to act accordingly.

K. Glossary of defined terms

Accident	An unfortunate incident the *insured* could not foresee that happens unexpectedly and unintentionally at an identifiable time and place and results in death or bodily injury.
Actively at work	Attending to and capable of attending to the material and substantial duties of his job.
Administrator	TD Administrative Services CC, (registration number Ck2002/042005/23), a company duly registered in accordance with the company laws of South Africa and a licensed financial services provider (FSP number 7379). This is the entity we appointed to carry out any administrative duties under this policy on our behalf.
Claimant	The person who is claiming the benefit in respect of an *insured* who is a *scholar*.
Consumer Price Index	Is the increase in the consumer price index over the preceding 12 months, as provided by Statistics South Africa.
Contractor	Any person who is not employed as a full time *employee* and who has entered into a contract of work with the *school* for a contract period of at least six months. Contractors are not automatically covered. Please read the policy schedule to see whether cover for contractors applies to your policy. Cover for contractors will always be compulsory.
Employee	*Administrative staff* and/or *non-administrative staff*. Not all *employees* are automatically covered. Please read the policy schedule to see which *employees* are covered by this policy. • '*Administrative staff*' refers to any person employed in a permanent and full-time teaching or administration capacity by the *school* and includes teachers, teaching assistants, office staff and sanatorium staff. • *'Non-administrative staff'* refers to any person employed in a permanent and full-time capacity by the *school* and includes cleaners, security staff, ground staff and drivers.
Entry date	The date an *employee* and/or *contractor* and/or *scholar* meets the conditions for eligibility under this policy.
Epidemic	A widespread occurrence of an *infectious disease* in a *school* at a particular time contracted or first manifesting itself during the period of insurance.
Excess	The first amount payable in the event of any one medical expenses benefit claim for which we are not liable, and that will be deducted from any claims settlement unless specifically stated that it will not be deducted. The amount of the *excess* is different for the first claim and the 2nd and subsequent claims during a calendar year. The excess amounts are set out in the policy schedule.

Hazardous activities	Hazardous activities include but are not limited to aviation sports, paragliding, underwater diving, hunting, spear-fishing, rock-climbing, mountaineering, motor boat racing, motor-cycle racing, quad-biking, bungee jumping, sky diving and horseback sports.
Illness	Any sickness or disease contracted, commencing or first manifesting itself during the period of insurance.
Infectious disease	A disease that is transmitted by one or more persons to another by means of personal contact, air, water or ingestion and commencing or first manifesting itself during the period of insurance.
Insured	An *employee* and/or *contractor* and/or *scholar* who meets the conditions for eligibility to be covered by this policy.
Insurer	The Hollard Insurance Company Limited (Registration No. 1952/003004/06), a company duly incorporated in accordance with the company laws of the Republic of South Africa and a licensed financial services provider (FSP nr 17698)
Intermediary	The person or entity you appoint to carry out any of your duties under this policy on your behalf. The person or entity is set out in the policy schedule.
Labour disturbance	Refers to a disturbance, including a riot, commotion or other form of public disorder in the work place which results in physical damage to property or injury or death.
Material information	Information that affects our decision to insure the *insured* on the terms and conditions in this policy.
Maximum cover age	The last day of the month in which the *insured* turns the age set out in the policy schedule. The maximum cover age is the age at which cover for an *insured* ends and is selected by the *policyholder*.
Medical expenses	The necessary costs and expenses incurred for medical treatment including surgical, dental, hospital, nursing and prescribed remedial expenses, including artificial aids, prostheses, doctors' fees, emergency transportation, or freeing of an insured person if trapped, or bringing such person to a place of safety.
Parties	Collectively refers to *the insurer*, the *policyholder* and/or the *school,* the *employees* and/or *contractors* and/or the *scholars.*
Policyholder	The *school* named in the policy schedule.
Policy review date	The date on which we will review your premium every year. The date is set out in the policy schedule.
Policy start date	The date cover under this policy begins. The date is set out in the policy schedule.
Pre-existing condition	Refers to a medical condition or disability which existed at any time before an *insured's entry date*.

Scholar	A *day scholar*, a *day boarder* or a *boarder* up to and including Grade 12 (a post-Matric year is also included where applicable). • *'Day scholar'* refers to an enrolled student who attends the *school* during normal school hours and does not reside at the *school* premises. • *'Day boarder'* refers to an enrolled student who attends the *school* during normal school hours and attends after school activities, but does not reside at the *school* premises. • *'Boarder'* refers to an enrolled student who attends the *school* during normal school hours and resides at the *school* premises during school terms.
School fees	All costs and expenses for tuition, board and use of *school* facilities (or as more specifically defined in the school prospectus), but excludes any extra-curricular activities that do not form part of the *school's* definition of fees.
Terrorism	Refers to an act which involves the use of violence, threats or intimidation to disrupt, coerce or influence a government or people as set out in the Protection of Constitutional Democracy against Terrorist and Related Activities Act (Act 33 of 2004) as amended.

Additional information

This section does not form part of the policy and is provided for information purposes only.

All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.

You must not sign any incomplete or blank documents. No person may request or insist that you do so.

Hollard has appointed TD Administrative Services CC (TDAS) to handle claims and policy administration. TDAS's FSP reference number is 7379. TDAS has Professional Indemnity cover in place.

For all claims and administration matters, please contact:

Postal address
TD Administrative Services CC
PO Box 1468
Bromhof
2154

Physical address
TD Administrative Services CC
3 Hamerkop Road
Randpark Ridge Ext 5
Randburg

Tel: +27 (86) 111-2348
Fax: +27 (86) 540-5694
Email: claims@tdas.co.za

If you have a complaint about this policy

First try and resolve it with Hollard Group Risk, by writing to:

Hollard Group Risk Compliance
A division of The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-2222
Fax: +27 (11) 351-3221
Email: hgrcompliance@hollard.co.za

If you feel that the policy or the manner in which the policy was sold does not meet legal requirements, or if you are not happy about the advice received, please write to:

The Compliance Officer
The Hollard Insurance Company Limited
PO Box 87419
Houghton
2041

Tel: +27 (11) 351-5000
Fax: +27 (11) 351-5001
Email: compliance@hollard.co.za

If the matter is not resolved to your satisfaction by Hollard, you may submit the complaint to:

The Ombudsman for Short-term Insurance
P O Box 32334
Braamfontein
2017

Tel: +27 (11) 726-8900
Fax: +27 (11) 726-5501
Email: info@osti.co.za