

This is not a medical scheme and the cover is not the same as that of a medical scheme. This policy is not a substitute for medical scheme membership.

ESKOM SUPPLEMENTARY MEDICAL EXPENSES SHORTFALL BENEFIT MASTER POLICY WORDING

Master Policy Wording No.: CICL/ESK 2020 MED

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the acceptance thereof by or on behalf of Constantia Insurance Company Limited (*the Company*) before the inception date or renewal date (as the case may be) and subject to the Definitions, Defined Events, General Exceptions, General Conditions, Table of Benefits, Limitations and any Endorsements to the policy the Company agrees to pay the Principal Insured Person for an insured incident occurring during the period of insurance up to the limit of indemnity stated for the Insured Person and the benefit as stated in the Policy. The application form and declaration completed by the Insured Person and/or Principal Insured Person are the basis and form part of this policy as well as the policy schedule and any endorsement to the policy.

DEFINITIONS

In this policy all words and expressions signifying the singular shall include the plural and vice versa. Words and expressions implying the masculine gender shall include the feminine. Where an age is mentioned in the policy, it will be the age attained. The following words and expressions shall have the following meanings:

1. **"Accident"** shall mean a sudden, unexpected, specific event, which occurs at an identifiable time and place but shall also include exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.
2. **"Bodily Injury"** shall mean bodily injury caused by accident and shall include bodily injury attributable to or caused by starvation, thirst and exposure to the elements as a result of an accidental occurrence.
3. **"Company"** means Constantia Insurance Company Limited, Reg No. 1952/001514/06, FSP No. 31111.
4. **"Deductibles"** means the amount payable by a medical aid scheme being 100% of the scheme rate in respect of medical expenses for an occurrence of bodily injury or illness.
5. **"Dependant"** shall mean a person registered as a dependant with the principal member's medical aid society or any other insurance issued by a company providing similar cover.
6. **"Emergency Medical Expenses"** shall mean ambulance services, limited to dispatch of emergency response, medical transportation by ambulance, helicopter or fixed wing aircraft and Inter-hospital transfers.
7. **"Family"** means the Principal Insured Person and Dependants as defined.
8. **"Hospital"** means any institution in the territory of the Republic of South Africa which in the opinion of the Company meets each of the following criteria:
 - a. Has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of insured and sick persons by or under the supervision of a staff of medical practitioners.
 - b. Provides nursing service supervised by registered nurses or nurses with equivalent qualifications.
 - c. Is not a mental institution, convalescent home, rehabilitation or stepdown facility.
 - d. Is not a place of rest for the aged or a place for drug addicts or alcoholics or a health hydro or natural cure clinic or similar establishment.
9. **"Hospital Confinement"** means admission to a hospital ward.

10. **"Illness"** means any one somatic illness or disease which manifests itself during the period of insurance and includes premature senile degenerative changes, but not an illness which is of such a nature as to be incapable of diagnosis by objective evidence or which though capable of diagnosis by such evidence has not been so diagnosed.
11. **"Insured"** means ESKOM Holdings SOC Ltd and its subsidiaries.
12. **"Insured Incident"** means any one accident or illness which causes an Insured Person to be confined to hospital and to undergo certain medical or surgical procedures and/or operations.
13. **"Insured Person"** means
 - a. All Executive, Senior Management and Managerial employees appointed in terms of the Employment Conditions of ESKOM Holdings SOC Ltd;
 - b. Pensioners of the insured who, at the date of retirement, were entitled to this cover and who elected to continue and pay the premium for the cover afforded by this policy, including members of their immediate families;
 - c. A Principal Insured Person and Family as defined. Such persons must be covered by a registered medical aid scheme; and
 - d. Any other such person as the Company may from time to time deem eligible.
14. **"Medical Expenses"** shall mean all expenses necessarily incurred during the Period of Insurance as a result of accident and illness for all costs from admission to discharge for hospital treatment and other related general medical costs, all incurred in hospital or in emergency transport to hospital.
15. **"Medical practitioner"** means a legally qualified medical practitioner registered by the Board of Health Care Funders (BHF) other than an Insured person or a member of the Insured Person's immediate family.
16. **"Medical Scheme Option Reimbursement Rate"** means the multiple of the Medical Scheme Tariff as indicated by the rules of the Medical Scheme.
17. **"Medical Scheme Tariff"** means the rate equal to the Insured Person's Medical Scheme Rate.
18. **"Principal Insured Person"** means the Insured as detailed in the Schedule and accepted by the Company as eligible for participation in the insurance provided by this policy.
19. **"Schedule"** means the Schedule of Insurance attaching to and forming part of this Policy.
20. **"Treatment"** means any form of investigation or examination by or consultation with or treatment by a medical practitioner for the purpose of treating or monitoring an Insured Person's medical condition arising out of an insured incident.
21. **"Underwriting Manager"** means Ambledown Financial Services (Pty) Ltd, Reg. No. 2004/006271/07, FSP No. 10287.
22. **"Valid Claim"**, shall mean the Insured Person's Medical Aid accepts the claim, funds / limits are not exhausted and the amount claimed under this policy is not a co-payment.

DEFINED EVENTS

If during the Period of Insurance an Insured Person suffers bodily injury or illness which results in:

- Hospitalisation for any period; or
- Invasive surgical procedure undertaken in a day clinic; or
- The necessity for chemotherapy or radiotherapy or licensed biopharmaceutical drugs for the treatment of cancer on an out-patient basis; or
- The necessity for kidney dialysis on an out-patient basis.

The Company will pay to the Principal Insured Person the compensation subject to the deductible and limits of indemnity.

GENERAL EXCEPTIONS

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

1. This policy does not cover death or injury directly or indirectly caused by or related to or in consequence of war, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war mutiny, insurrection, rebellion, revolution, military or usurped power.
2. This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (NO 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
3. The company shall not be liable to pay compensation for death, disability or hospitalisation in respect of such person:
 - (a) caused solely by an existing physical defect or other infirmity of such person, whether or not such physical defect, or infirmity was the subject of a previous event for which the Insured person received compensation.
 - (b) as a result of participation in any riot, strike, civil commotion, labour disturbances, activities of locked out workers.
 - (c) as a result of attempted suicide or intentional self-injury.
4. Any medical / surgical procedure not covered or declined by the medical aid scheme
5. Co-payments imposed by the medical aid scheme are not covered
6. Sub-limitations imposed by the medical aid scheme are not covered

GENERAL CONDITIONS

1. Misrepresentation, misdescription and non-disclosure.

Misrepresentation, misdescription, or non-disclosure in any material particular shall render voidable the particular section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. One contract / specific meaning

This Policy and the Schedule shall be read as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

3. No rights to the other persons

Unless otherwise provided nothing in this Policy shall give any rights to any persons other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give right of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Insurers.

4. Reasonable precautions

The Insured and Insured persons shall take all reasonable steps and precautions to prevent accidents and shall comply with all statutory requirements and regulations.

5. Claims Procedure

5.1 Notice must be given to the Insurer in writing as soon as practicable of any occurrence which may rise to a claim under this Policy, but no later than one hundred and eighty (180) days thereafter.

5.2 After incurring bodily injury or illness for which compensation may be payable under this Policy should the Insurer have reason to query such claim, the Insured Person shall, when reasonably required by the Insurer so to do, submit to medical examination at the expense of the Insurer. The Insurers shall not be liable to make any payment unless this Condition is complied with to their satisfaction.

5.3 All certificates, information and evidence required by the Insurers shall be furnished in the form prescribed and without expense to the Insurer. The Insured Person shall submit to medical examination on behalf of and at the expense of the Insurer as often as shall be required in connection with any claim should the Insurer have reason to query such claim.

5.4 Qualified medical advice shall be sought and followed promptly on the occurrence of any bodily injury or illness and the Insurer shall not be liable for any part of any claim which in the opinion of a Physician arises from the unreasonable or wilful neglect or failure of an Insured person to seek and remain under the care of a Physician.

5.5 Following an insured event the Principal Insured Person shall at his own expense:

- i. Supply in writing any such proof or other information as the Company may reasonably request.
- ii. Where the Insured Person is not a Principal Insured Person the Principal Insured Person shall provide or obtain the necessary permission or consent to comply with this condition failing which all benefits in respect of any claims subject to this condition shall be avoidable.

5.6 Any claim in terms of this policy will prescribe after twelve (12) calendar months from the date of occurrence of the insured incident if the claim is outstanding and not a subject of a then pending court case.

5.7 Where the Company rejects or disputes a claim or the quantum of a claim, or voids the policy, the Principal Insured has ninety (90) days (the "representation period") from receipt of the Company's written notification to dispute the decision of the Company. This must be done in writing to the Company:

The Complaints Officer
Constantia Insurance Company Limited
PO Box 3518
Cramerview
2060

Tel: 011 686 4200 Fax: 011 789 8828
Email: complaints@constantiagroup.co.za

Or

The Compliance Officer
Adv Christiene Brummer
Constantia Insurance Company Limited
PO Box 3518
Cramerview
2060

Tel: 011 686 4304 Fax: 011 789 8828
Email: ChristieneB@constantiagroup.co.za

Alternatively, the Principal Insured may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900 Fax: 011 726 5501
Info@osti.co.za www.osti.co.za

If the dispute is not satisfactorily in this manner, the Principal Insured has a further one hundred and eighty (180) days after the expiry of the representation period for the service of summons on the Company.

5.8 Any benefit payable in respect of hospital confinement shall only become due at the end of a period of such confinement. However, payments on account can be made to the Principal Insured Person at the end of a thirty (30) day period of hospital confinement at the discretion of the Company.

5.9 All benefits payable shall be paid to the Principal Insured Person, his legal representative or the medical practitioner whose receipt shall in every case be a full discharge to the Company.

5.10 No benefit payable shall carry interest.

6. Disclaiming Liability

In the event of the Insurers disclaiming liability in respect of any claim and an action or suit not being commenced within twelve (12) months after such disclaimer or, in the case of an arbitration taking place, within twelve months after the Arbitrator shall have made his award, all benefits under this policy in respect of such claim be forfeited.

7. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making an award shall be a condition precedent to any liability for the Insurers to make any payment under this Policy.

8. Fraudulent Claims

If any claim under this Policy be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices are used by an insured person or anyone acting on their behalf to obtain any benefit under this Policy all benefit hereunder shall be forfeited for that Insured person.

9. Notice Of Cancellation

This Policy is an annual policy with premium payable monthly and may be cancelled at any time by the Insured Person giving three (3) months' notice in writing.

10. Jurisdiction Of Policy

This policy will be governed by the laws of the Republic of South Africa whose courts alone shall have jurisdiction in any dispute arising.

11. Premiums

- a. The premium is due by the first day (1st) of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy schedule.
- b. If the premium is not paid by the premium payment date, the Company will allow a forty (45) day grace period (fifteen (15) day grace period for arrear policies) from the premium payment date.
- c. If the outstanding premium is not paid within the forty (45) day grace period (fifteen (15) day grace period for arrear policies), then this policy shall be deemed to have been cancelled at midnight on the last day of the month for which the last premium was received.
- d. The Company may offer terms of reinstatement, but is not obliged to do so or to reinstate the Insured Person's policy.
- e. The Company is not obliged to accept premium tendered to it after the grace period or after the period of insurance detailed in the schedule.
- f. The Company will not consider any claim that arises during the grace period unless the Company receives the full outstanding premium before the end of the grace period.
- g. A full month's premium is due in respect of any Insured Person whose cover commences or ceases during a calendar month if such person enjoyed cover for fifteen (15) days or more in that particular month.

13. Medical examination

Payment of any benefit is conditional on

- a. The Insured Person supplying such medical evidence as is required; and
- b. If requested by the Company, an Insured Person undergoing any medical examination at the Company's expense.

14. Jurisdiction

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

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

15. Commencement of cover

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

16. Amendments

The company reserves the right to amend this policy wording by way of endorsement as well as to adjust the premiums by giving thirty (31) days written notice.

17. Cover

- a. Cover shall only be in force provided that the Insured Person is registered with a medical aid scheme.
- b. Family (as defined) is included in the Supplementary Medical Expenses Benefit.

TABLE OF BENEFITS

SUPPLEMENTARY MEDICAL EXPENSES

Compensation will be in respect of and include actual medical expenses in-hospital to a maximum of 90% of the actual medical expenses incurred in excess of the deductible up to the Limit of Indemnity, subject to the claim being a valid claim.

Such expenses shall include admission to a private ward at a 100%.

OVERALL LIMITATION

The Supplementary Medical Expenses Shortfall Benefit is subject to an overall benefit limitation of:

- a. R100,000 in the aggregate per Insured Person per annum.
- b. R200,000 in the aggregate per Family per annum.

SCHEDULE OF INSURANCE

This Schedule serves as a contract of insurance between the Insured Person and the Company and forms part of the Company's Policy Wording (detailed below) under which benefits are provided as stated therein and must be read in conjunction with same.

All Premiums and Fees are inclusive of V.A.T. @ 15.00% as applicable and this Schedule becomes a Tax Invoice once Premium and Fees have been accepted by the Company, Broker and Administrator respectively.

PRODUCT:	ESKOM SUPPLEMENTARY MEDICAL EXPENSES SHORTFALL BENEFIT
INSURER (the Company):	CONSTANTIA INSURANCE COMPANY LIMITED, FSP No. 31111, VAT No. 4920108935
UNDERWRITING MANAGER:	AMBLEDOWN FINANCIAL SERVICES (PTY) LTD, FSP No. 10287, VAT No. 4340215856
BROKER:	NONE
THE INSURED:	Eskom Pensioners
MASTER POLICY WORDING:	CICL/ESK 2020 MED
MASTER POLICY NUMBER:	AMBLG003707
PERIOD OF INSURANCE:	a. From 1 October 2019 to 30 September 2020 (both days inclusive). b. Plus any subsequent period for which the company agrees to accept a renewal premium.
ORIGINAL INCEPTION DATE:	1 April 2019
TERRITORIAL LIMITS:	Worldwide
WAITING PERIOD:	No waiting periods.
MONTHLY UMA FEE:	R 3.63
MONTHLY RISK PREMIUM:	R 43.37
GROSS PREMIUM:	R 47.00
VAT INCLUDED:	R 6.13
NOTE:	Please note that the abovementioned commissions are in accordance with the Demarcation Regulations.
PREMIUM COLLECTION METHOD:	Via Electronic Funds Transfer
PAYMENT DATE:	1st of every month
PAYMENT OBLIGATION:	You have an obligation to pay your premium in accordance with the Master Policy wording.
CLAIMS PROCEDURE:	Claims must be reported in writing to the Underwriting Manager within 180 (one hundred and eighty) days from the date of admission to hospital and/or treatment, whichever the first.

DISCLOSURE NOTICE

IN TERMS OF SECTION 4 TO 7 OF THE GENERAL CODE OF CONDUCT OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT, NO 37 OF 2002

This notice **does not** form part of the Insurance Contract or any other document. It does however contain information which is in your interest. This notice is provided at the inception of each policy.

1. Your intermediary

You have the right to the following information regarding the Broker, as indicated in your Policy's Schedule of Insurance, who must hold a valid license to operate under specific categories of business:

- a. Name, address and contact details
- b. Financial Services Provider License number
- c. Legal status
- d. Whether the services rendered are under supervision
- e. Whether the broker holds more than 10% of the Insurer's shares and/or
- f. Whether the broker received more than 30% of the total remuneration from the Insurer in the past year
- g. Whether the broker holds any form of professional indemnity insurance
- h. Details of complaints policy and procedures
- i. Details of compliance arrangements
- j. The Rand amount of fees, commissions or any valuable consideration payable
- k. Contractual arrangements with the Insurer including any restrictions or conditions

2. Your underwriting manager

NAME:	AmbleDown Financial Services (Propriety) Limited	FINANCIAL SERVICES PROVIDER LICENSE NO:	10287
TELEPHONE NO:	(086) 126 2533	FACSIMILE NO:	(011) 463 1600
POSTAL ADDRESS:	PO Box 1862 Cramerview 2060	PHYSICAL ADDRESS:	AmbleDown House Eton Office Park East c/o Sloan & Harrison Streets Bryanston

3. Your insurer (the risk carrier with whom your policy is placed)

NAME:	Constantia Insurance Company Limited	FINANCIAL SERVICES PROVIDER LICENSE NO:	31111
TELEPHONE NO:	(011) 686 4200	FACSIMILE NO:	(011) 789 8828
POSTAL ADDRESS:	PO Box 3518 Cramerview 2060	PHYSICAL ADDRESS:	Building B and Portion of Building A Nicol Main Office Park 2 Bruton Road Bryanston 2191
FSP LICENCE CATEGORY:	Category 1 Short-Term, Personal and Commercial Lines and Participatory interests in Collective Investment Schemes. Licensed to offer both	COMPLIANCE OFFICER:	Adv Christiene Brummer
		E-MAIL:	christieneb@constantiagroup.co.za

4. Your policy, premiums and fees

Refer to your Policy Schedule for your Policy, Premiums and Fees

5. Claims procedure

Full details of the specific claims procedure that you should follow are stated in the insurance policy wording.

On the occurrence of any event, which may result in a claim or possible claim under the policy, please notify Ambledown Financial Services (Pty) Ltd in writing or telephonically within 180 days of the Insured Event occurring. (Late notification could result in rejection of the claim.)

6. Lodging a complaint

In the case of dissatisfaction with services received, you have the right to lodge a complaint through:

COMPLAINTS OFFICER:	Paul Makwea	E-MAIL:	compliance@ambledown.co.za
TELEPHONE NO:	(086) 126 2533	PHYSICAL ADDRESS:	Ambledown House Eton Office Park East c/o Sloan & Harrison Streets Bryanston
POSTAL ADDRESS:	PO Box 1862 Cramerview 2060		

A full Complaints Resolution Policy may be requested from the Compliance Officer as per details below.

In the case of dissatisfaction with services received, you have the right to lodge a complaint with Constantia Insurance Company Limited through:

COMPLAINTS OFFICER:	Astrid Baynes	E-MAIL:	complaints@constantiagroup.co.za
TELEPHONE NO:	(021) 424 8040	PHYSICAL ADDRESS:	10 Dorp Street City Centre Cape Town 8000
POSTAL ADDRESS:	P.O. Box 2215 Cape Town 8000		

7. Conflict of interest requirements

- a. Ambledown Financial Services (Pty) Ltd has established a Conflict of Interest Management Policy which is available on request from our Compliance Officer.
- b. In order to meet regulatory requirements, financial or immaterial expenditure by and to our staff are monitored.
- c. Where potential Conflicts of Interest have been identified which do not have a direct impact on you, the insured, internal structures are in place to manage and control such circumstances.

8. Ambledown's compliance officer

In the case of dissatisfaction with services received, you have the right to lodge a complaint through:

COMPLAINTS OFFICER:	Paul Makwea	E-MAIL:	compliance@ambledown.co.za
TELEPHONE NO:	(086) 126 2533	PHYSICAL ADDRESS:	Ambledown House Eton Office Park East c/o Sloan & Harrison Streets Bryanston
POSTAL ADDRESS:	PO Box 1862 Cramerview 2060		

9. Particulars of the Short-Term Insurance Ombudsman

POSTAL ADDRESS:	PO Box 32334 Braamfontein 2017	SHARECALL NO:	(086) 072 6890
TELEPHONE NO:	(011) 726 8900	FACSIMILE NO:	(011) 726 5501
		E-MAIL:	info@osti.co.za

The Ombudsman is available to advise you in the event of claims problems which are not satisfactorily resolved by the Insurer.

10. Particulars of the Ombud for financial service providers (FAIS Ombud)

POSTAL ADDRESS:	PO Box 74571 Lynnwood Ridge 0040	TELEPHONE NO:	(012) 470 9080 (012) 762 5000
E-MAIL:	info@faisombud.co.za	FACSIMILE NO:	(012) 348 3447 (086) 764 1422

Should a complaint which pertains to advice or intermediary services (other than the settlement of a claim) provided, not be resolved within 6 weeks, or you are not satisfied with the resolution decision, you have 6 months in which to refer the matter to the FAIS Ombud.

11. Particulars of the Registrar of Short-Term Insurance

POSTAL ADDRESS:	P.O. Box 35655 Menlo Park 0102	FACSIMILE NO:	(012) 346 6941
		TELEPHONE NO:	(012) 428 8000
		E-MAIL:	info@fsca.co.za

Disputes regarding contractual terms may be referred to the Registrar.

12. Other matters of importance

- a. No person may request or induce you to waive your rights as set out in this disclosure notice or any other rights confirmed by the Short Term Insurance Act and/or the Financial Advisory and Intermediary Services Act.
- b. Failure to provide all correct and full material information may influence an insurer in respect of any claim arising under your contract of insurance.
- c. You will be informed of any material changes to the information referred to in paragraph 1 and 2.
- d. Your insurance may only be cancelled on 31 days' prior notice which may be provided either directly to you or to your broker.
- e. You are entitled to request a copy of the master policy free of charge.
- f. You are entitled to a 15-day period of grace after the due date for the payment of your premium. (this period of grace applies from the second month on monthly policies only)
- g. By entering into this Insurance contract you acknowledge that the sharing of credit, claims and underwriting information by Insurers is essential to enable the insurance industry to assess the risk fairly and to reduce the incidence of fraudulent claims as this is in the public interest and is aimed at limiting premiums.
- h. The application, certificate of insurance and the policy wording must be read as one document.
- i. A polygraph or any lie detector test may be required in the event of a claim. The failure of such test may not be the sole reason for repudiating a claim.

13. Use of your personal information

The premium is due by the first (1st) day of the month that the premium relates to. The premium must be paid by the premium payment date as set out in the policy schedule. When you enter into this policy, you will be giving us your personal

information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (POPI). We will take all reasonable steps to protect your personal information.

You authorise us to:

- a. Process your personal information to:
 - i. Communicate information to you that you ask us for.
 - ii. Provide you with insurance services.
 - iii. Verify the information you have given us against any source of database.
 - iv. Compile non-personal statistical information about you.
- b. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- c. Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

14. Warning

- a. You, the client, must disclose all material facts accurately, fully, truthfully and properly.
- b. The underlying policy has no cooling off rights. Your premium must be paid for cover to take effect.
- c. Do not sign any blank or partially completed application form.
- d. Complete all forms in ink.
- e. Keep all documents handed to you.
- f. Make note as to what is said to you.
- g. Don't be pressurised to buy the product.
- h. Misrepresentation, incorrect or non-disclosure by you of relevant facts may impact on any claims arising from your contract of insurance.