1. INTRODUCTION

Agility Insurance Administrators (Pty) Ltd is a registered Financial Services Provider (FSP 44024), underwritten by GENRIC Insurance Company Limited (FSP 43638). GENRIC is an Authorised Financial Services Provider and licensed non-life Insurer as indicated on Your Schedule of Insurance.

This is a Short-Term Insurance stated benefit policy regulated by the Financial Sector Conduct Authority (FSCA) and Prudential Authority (PA) under the auspices of the Short-Term Insurance Act 53 of 1998 and the Insurance Act 18 of 2017. 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.

2. PRODUCT DESCRIPTION

2.1 GAP COVER

2.1.1 This product is a Short-Term Insurance stated benefit product that covers the difference between Your Medical Scheme Rate and private rates charged by a **Registered Medical Professional** for in-hospital treatment. **This option will settle up to** a maximum of **500%** of Your Medical Scheme Rate.

2.1.2 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate, up to an annual limit of **R191 000** (one hundred and ninety-one thousand rand) per Insured.

2.2 PROCEDURAL COPAY COVER

2.2.1 This product is a Short-Term Insurance stated benefit product that will cover Your procedural co-payments for procedures performed as an In-Patient or as an Out-Patient (specified list of procedures) as well as MRI, CT, and Ultrasound scans.

2.3 PENALTY COPAY COVER

2.3.1 This product is a Short-Term Insurance stated benefit product that will cover penalty **co-payments imposed by the medical aid.**

2.3.2 A maximum incident limit of **R13 500** (thirteen thousand five hundred rand) will apply per claim.

2.3.3 Utilisation per beneficiary is limited to no more than **4** (four) claims per annum.

2.4 PRESCRIBED MINIMUM BENEFIT (PMB) COVER

2.4.1 This product is a Short-Term Insurance stated benefit product that covers the difference between Your Medical Scheme Rate and private rates charged by a **Registered Medical Professional** for in-hospital treatment **in respect of PMB conditions.**

2.4.2 Cover will be settled up to a total of **500%** of Your Medical Scheme Rate.

2.4.3 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate.

2.4.4 The benefit is subject to an annual limit of **R43 000** (forty-three thousand rand) per policy.

2.5 HOSPITAL BOOSTER BENEFIT

2.5.1 This product is a Short-Term Insurance stated benefit product that covers the amounts charged that are over and above the Medical Scheme Specified annual limits (rand amount, cover or limited number of incidents).

2.5.2 Cover will settle up to a total of **500%** of Your Medical Scheme Rate.

2.5.3 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate.

2.5.4 This benefit is subject to an annual limit of **R38 000** (thirty-eight thousand rand), a maximum of **5** (five) claim events per policy per annum and includes cover for:
Sub-limits as applied by your Medical Scheme for services rendered in hospital, to the value of **R38 000** (thirty-eight thousand rand) per policy per annum.
Robotic-assisted surgery shortfalls or co-payments to the value of **R22 000** (twenty-two thousand rand) per policy per annum.
Private room upgrades to the value of **R5 000** (five thousand rand) per policy per annum.

2.6 IN-HOSPITAL TREATMENT SHORTFALLS

2.6.1 This product is a Short-Term Insurance stated benefit product that covers the difference between Your Medical Scheme Rate and amount charged by a hospital in respect of confinement as a resident in-patient under the professional care of a Registered Medical Professional **(Hospital account shortfalls only and does not include related accounts such as surgeon, anaesthetist, specialist, or radiology).**

2.6.2 Cover will settle up to a total of **500%** of Your Medical Scheme Rate.

2.6.3 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate.

2.6.4 The benefit includes cover for consumables & non-chargeables not covered in full by the medical scheme.

2.6.5 Overall annual limit of **R5 000** (five thousand rand) applies per policy.

2.7 ONCOLOGY BENEFIT (DIAGNOSIS LUMP SUM)

2.7.1 The benefit will pay the Insured a lump sum of **R18 000** (eighteen thousand rand) on primary cancer diagnosis. This benefit is payable on first-time cancer diagnosis.

2.8 ONCOLOGY BENEFIT (TREATMENT & LIMITS)

2.8.1 This product is a Short-Term Insurance stated benefit product that covers the difference between Your Medical Scheme Rate and private rates charged by a **Registered Medical Professional** for in-hospital and out-of-hospital treatment **in respect of Oncology** (note that any PMB conditions relating to Oncology will be settled from this benefit and not PMB Cover).

2.8.2 Cover will settle up to a total of **500%** of Your Medical Scheme Rate.

2.8.3 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate.

2.8.4 Cover will settle the difference between oncology limits imposed by the medical scheme, subject to the policy limit.

2.8.5 The benefit is unlimited, subject to the annual policy limit of **R191 000** (one hundred and ninety-one thousand rand) per Insured.

2.9 HOSPITAL EMERGENCY ROOM COVER

2.9.1 Cover is provided at a clinically registered emergency facility as the result of unplanned events, including accidents or trauma that result in physical bodily harm.

2.9.2 This benefit provides cover for treatment at a hospital emergency room, including the following:

2.9.2.1 Medication dispensed at the facility

2.9.2.2 Co-payments or facility fees

2.9.2.3 Specialist or general practitioner consultations

2.9.2.4 Basic radiology: black and white x-rays (excluding specialised radiology)

2.9.3 Cover is provided if the medical scheme provides limited emergency room cover, no emergency room cover, or where it is required by the medical scheme that costs are covered from the medical scheme's savings.

2.9.4 Subject to an overall annual limit of **R14 000** (fourteen thousand rand) per policy per annum.

2.10 OUT-PATIENT PROCEDURE COVER

2.10.1 This product is a Short-Term Insurance stated benefit product that covers the difference between Your Medical Scheme Rate and private rates charged by a **Registered Medical Professional**.

2.10.2 The policy will cover You for specified **Out-Patient Surgical Procedures** that would normally be performed as an **In-Patient**.

2.10.3 Overall annual limit of **R22 000** (twenty-two thousand rand) per policy applies.

2.10.4 Please refer to paragraph 23 for the list of covered out-patient treatments.

2.11 OUT-PATIENT CONSULTATION SHORTFALLS

2.11.1 This product is a Short-Term Insurance stated benefit product, which covers out-of-hospital Specialist, General Practitioner, Dentist, Physiotherapist and Psychology consultation shortfalls.

2.11.2 **Scheme exclusions are not covered.**

2.11.3 Cover will settle up to a total of **500%** of Your Medical Scheme Rate.

2.11.4 This stated benefit will be added to what Your Medical Scheme pays but will not exceed a total of **600%** of the Medical Scheme Rate.

2.11.5 A maximum incident limit of **R1 200** (one thousand two hundred rand) will apply per claim.

2.11.6 Overall annual limit of **R5 000** (five thousand rand) per policy applies.

2.11.7 This is a value-added benefit and is not subject to the overall policy limit of **R191 000** (one hundred and ninety-one thousand rand).

2.12 MATERNITY LUMP-SUM BENEFIT

2.12.1 The benefit will pay the Insured a lump sum of **R4 400** (four thousand four hundred rand) upon the confirmation of pregnancy.

2.12.2 The benefit is payable after the 1st trimester (12 weeks) of the pregnancy.

2.12.3 Cover is available irrespective of cover provided by the medical scheme.

2.12.4 Written confirmation from the treating provider, or test results are required in order to confirm duration of the pregnancy.

2.13 MATERNITY SCAN BENEFIT

2.13.1 The benefit provides cover for shortfalls between maternity scan benefits provided by the medical scheme, including 2D, 3D and 4D scans.

2.13.2 In the event that 2D, 3D and 4D scans are not covered by the medical scheme, the benefit can be accessed subject to the annual limit.

2.13.3 Overall annual limit of **R3 300** (three thousand three hundred rand) applies.

2.14 GAP COVER PREMIUM WAIVER

2.14.1 Cover is provided in the event of death or total permanent disability of the principal policyholder. The benefit is payable to a maximum amount of **R6 600** (six thousand six hundred rand) per month, for up to **12** (twelve) months.

2.15 MEDICAL SCHEME CONTRIBUTION WAIVER

2.15.1 Cover is provided in the event of death or total permanent disability of the principal policyholder. The benefit is payable to a maximum amount of **R6 600** (six thousand six hundred rand) per month, for up to **6** (six) months.

2.16 TRAUMA COUNSELLING BENEFIT

2.16.1 Cover is provided if the Insured was affected by an unplanned traumatic incident, including an accident or event of violence that leads to physical injury or psychological trauma.

2.16.2 The benefit is provided for consultation with registered psychologists, psychiatrists, or counsellors.

2.16.3 A maximum incident limit of **R1 200** (one thousand two hundred rand) will apply per claim.

2.16.4 An annual limit of **R12 000** (twelve thousand rand) is applicable per policy.

3. HOW THE POLICY WORKS

The headings in this document are for ease of reference only. Please read the entire clause to understand its full meaning. Check Your Schedule of Insurance which, along with any relevant endorsements, explains the cover You have. The benefit amount is not related to the specific cost of any medical treatment or hospitalisation.

4. WHAT MAKES UP YOUR POLICY OF INSURANCE?

The Schedule of Insurance, Terms and Conditions and Policy Wording documents, together with any correspondence sent to You, as well as any verbal agreements We as the Insurer make, form the policy of insurance between You as the Insured and Us as the Insurer. Each application must be made by fully completing the applicable application form and answering all relevant medical questions in the medical questionnaire and must be accompanied by copies of either Identity Documents, or a Birth Certificate in the case of a minor under the age of 16 years, which will form the basis of our contract.

5. WHO IS THE INSURED?

The person/s who are indicated on the policy documents referred to as "You", "Your" or "Insured Person".

6. WHO IS COVERED BY THIS POLICY?

The policyholder and dependants who are indicated on the Schedule of Insurance are covered. A maximum of 3 adults (principal, spouse, and dependant parent) and 2 children will be Insured under one policy or 2 adults and 3 children. A maximum of 5 persons can be Insured by this policy.

This policy will cover a child dependent up to the age of 21, however cover can be extended to the age of 27 for full time students *(Documented proof is required). Adult dependents are defined as partners, spouses, biological parents, biological children, or children legally adopted.*

7. WHEN WILL A CLAIM (BENEFIT) BE PAID?

As soon as:

1. We have confirmed Your policy.
2. We confirm Your premium payments are up to date.
3. We have validated Your claim.

4. All policy conditions have been met.
5. All required documents have been received.

8. TO WHOM WILL THE POLICY BENEFITS BE PAID?

Only You or the Person/s indicated on the Schedule of Insurance will be entitled to claim and receive benefits under this Policy. The applicable benefit will be paid directly into Your (policyholder's) account. All payments are subject to the limit and benefits available as stated in the policy documents.

9. WHEN DOES THE POLICY BECOME ACTIVE?

The policy incepts on the date reflected on Your Schedule of Insurance and is ratified once We have received Your first monthly premium. No policy will become active if premium is not received.

Additional dependants added after policy inception will be subject to individual waiting periods and underwriting.

10. HOW LONG DOES THIS POLICY LAST?

The policy is in force for as long as Your premiums are paid up to date or until Your policy is cancelled by You, or by Us, giving 31 (thirty-one) days' notice.

11. YOUR RESPONSIBILITIES TOWARDS THE POLICY

11.1 In order to have cover You need to:

11.1.1 Pay Your premiums.

11.1.2 Provide Us with true and complete information when You apply for cover, submit a claim, or make changes to Your policy. Should someone else make a claim on Your behalf, this will also apply.

11.1.3 Not admit any fault, nor make any offer or settlement, without Our written agreement.

11.1.4 Agree to comply with all Our reasonable requests.

11.1.5 Use all reasonable care and take all reasonable precautions to prevent or minimize loss, damage, liability, injury or death.

11.1.6 Inform Us immediately of any changes to Your circumstances that may influence whether We provide cover, the conditions of cover or the premium We charge. This includes any changes to any information on the Schedule of Insurance or in regard to convictions for offences by any person covered under this facility relating to dishonesty, reckless and negligent driving or driving under the influence.

12. INSURANCE POLICY CHANGES

You must advise Us when Your contact details change. If You wish to cancel Your policy, You must do so in writing and give Us **31** (thirty-one) days' notice. You may make changes to Your insurance policy at any time. Confirmation of the change will be sent to You in writing. We may amend Your policy by giving You **31** (thirty-one) days' notice. Notice can be given by fax, email, or post/mail to the last known contact details We have on record.

13. YOUR RESPONSIBILITY TOWARDS PREMIUM PAYMENTS

Your policy is an annual policy, payable in **12** (twelve) equal increment payments. You must pay the full monthly premium increment, in advance, on the agreed payment dates as stated on Your Schedule of Insurance. If We do not receive the premium for Your policy on the agreed payment date, We will allow a **15** (fifteen) day period of grace. During this grace period You may pay Your premium either by cash deposit or electronic transfer into the Insurers' bank account to keep Your cover active.

Please use the following banking details when making a direct deposit or paying by EFT (use policy number as reference):
Account Name: GENRIC Insurance Company Limited/Agility Premium Account
Bank: FNB
Account number: 62357300731
Branch code: 250655

Should Your premium not be paid, a double debit order will be submitted on the next debit order date. If this debit order is also unpaid, the policy will be cancelled with effect from 24h00 on the last day of the month for which premium was received. Please note that You will not have any cover unless all premiums are paid up to date.

It remains the sole responsibility of the policyholder to ensure that full premiums are paid on the due date.

14. REFUNDS

Premiums will only be refunded for a maximum period of 3 (three) months if approved by the Insurer.

15. CLAIMS

15.1 You need to report Your claim to Us as soon as possible. This includes events for which You do not want to claim but which may result in a claim in the future. Should You be incapacitated and not be able to make contact, You may get someone to contact Us on Your behalf.

15.2 For You to prove a claim, all required relevant documents must be submitted to Us within 90 (ninety) days after Your Medical Scheme paid their portion of the claim.

15.3 Claims can only be assessed for payment once Your completed claim information is received. This information consists of the following:

15.3.1 Fully completed and signed claim form.

15.3.2 All hospital and related accounts substantiating Your claim.

15.3.3 Your Medical Scheme Statement showing all the payments made by You or Your Medical Scheme for the health event.

15.3.4 An Accident report/ pre-authorisation letter provided by the medical scheme.

16. DISPUTED CLAIMS

After We inform You of our decision on a claim, We will allow You 90 (ninety) days to make representations to Us about Our decision. If We do not compensate You for a claim or a part of it, and You want to contest Our decision, You must do so in writing and outline Your reasons for the dispute. We will provide You with a written response within 31 (thirty-one) days. If You do not agree with the outcome of the appeal, You may refer the dispute to the Ombudsman for Short-Term Insurance or serve legal process on Us within 90 (ninety) days after the time We allow for representations on disputed claims. Should You not enforce these rights Your claim will be deemed stale/abandoned.

17. FRAUD, MISREPRESENTATION, NON-DISCLOSURE & DELIBERATE ACTS

Your fully completed application form with the relevant disclosures, provided by You or on Your behalf, forms the basis of our contract.

This policy can be re-underwritten, declared null and void or terminated if any misrepresentation or non-disclosure is made regarding any detail that is material to this insurance. Any incorrect information may affect the validity of this contract.

We will not compensate You for a claim where You or anybody who acts on Your behalf, deliberately causes a loss, damage, or

injury. All cover under this policy will be forfeited if You submit a fraudulent claim, or anyone acts fraudulently on Your behalf to obtain compensation.

18. COMPLAINT PROCEDURE

Any complaint should be directed in writing to the office of Agility Insurance Administrators (Pty) Ltd at:

- gapco@agilityinsurance.co.za
- 011 796 6464

Any complaint received will be acknowledged and responded to, in writing, within 14 (fourteen) days.

If you are not satisfied with the feedback and decisions taken by Agility in terms of your complaint, you may lodge a further complaint with the Insurer, GENRIC.

- complaints@genric.co.za
- 086 144 4462

19. JURISDICTION

This agreement shall be governed, interpreted, and construed in accordance with the laws of the Republic of South Africa. Any legal action or proceedings arising out of or in connection with this policy which is to be instituted in a court of law shall be brought in the High Court of South Africa and irrevocably submitted to the exclusive jurisdiction of such court.

20. TERRITORIAL LIMITS

Cover for this policy is only valid within the borders of the Republic of South Africa.

21. GUARANTEE CLAUSE

This is a Short-Term Insurance stated benefit policy under auspices of the Short-Term Insurance Act 53 of 1998 and the Insurance Act 18 of 2017. The stated benefit amount payable is not related to the specific cost of any medical treatment or hospitalisation. Only a Medical Scheme Product can guarantee payment of full medical costs associated with a health event.

22. CONSENT CLAUSE

The sharing of claims information and underwriting information (including credit information) by Insurers is essential to:

- enable the insurance industry to underwrite policies.
- assess risks fairly.
- to reduce the incidence of fraudulent claims.
- protect the public interest in terms of limiting excessive premium increases.

You consent to any insurance information provided by You or on Your behalf, in respect of any insurance policy or claims You lodge, being disclosed to any other insurance company and/or verified against other legitimate sources or databases.

23. STATED LIST OF OUT-PATIENT PROCEDURES

The policy will cover You for **Out-Patient Surgical Procedures** that Your **Registered Medical Professional** would normally have performed as an **In-Patient**. This will include the following:

23.1 General Surgery.
23.2 Urology.
23.3 Ophthalmology
23.4 ENT Surgery.
23.5 Orthopaedic.
23.6 Paediatric surgery.
23.7 Hepatobiliary surgery.
23.8 Cardiothoracic surgery.
23.9 General medical cardiology.
23.10 Neurology.
23.11 Immunology.
23.12 Gastroenterology.
23.13 Radiology.
23.14 Obstetrics and Gynaecology.
23.15 Hyperbaric oxygen treatment.
23.16 The necessity for chemotherapy or radiotherapy for the treatment of cancer on an out-patient basis (excluding Biological drugs).
23.17 The necessity for kidney dialysis on an out-patient basis.

24. POLICY SPECIFIC EXCLUSIONS

We will not compensate You for any illness, condition, disease or injury, or the consequences of treatment of, or resulting from, or associated with:

24.1 Any claims or claim portions not authorised or paid by the principal members' Medical Scheme.
24.2 The first 100% of the Medical Scheme Rate (This will normally be covered by Your Medical Scheme).
24.3 **The following conditions within the first 12 (twelve) months of the policy inception:**
24.3.1 Myringotomy & Grommets.
24.3.2 Adenoidectomy.
24.3.3 Tonsillectomy.
24.3.4 Pregnancy / Confinement, or any related complications.
24.3.5 Hysterectomies (except where malignancy can be proven).
24.3.6 Joint Replacements (except in the case of an accident).
24.3.7 Spinal, Neck and Back Procedure.
24.3.8 Medical Scheme exclusions and admission fees.
24.3.9 Out-patient treatment other than defined as covered.

25. GENERAL POLICY EXCLUSIONS

We will not compensate You for any illness, condition, disease or injury, or the consequences of treatment of, or resulting from, or associated with:

25.1 An event not covered by this policy and/or falling outside of the policy's intention.
25.2 Any claim that must be paid in terms of alternate proclaimed legislation, such as the Compensation for Occupational Injuries Act 90 of 1993, the *Road Accident Fund Act* 56 of 1996 and the Medical Schemes Act 131 of 1998.
25.3 Any pre-existing condition, disease, disorder, or illness will be excluded for a minimum of 12 (twelve) months, and a maximum of 24 (twenty-four) months. This will include any condition for which an Insured person has sought or received medical advice, received treatment by a Registered Medical Professional or exhibited symptoms before inception of this policy.

25.4 Claims that occur within the first 3 (three) months after inception of cover, except in the event of an accident.

25.5 Claims for regular or routine medical treatment and advice on an on-going basis.

25.6 Routine physical examinations or procedures of a purely diagnostic nature. This includes, for example, any examination, such as laboratory diagnostic or x-ray examination that does not result in a bona fide hospitalisation for treatment purposes.

25.7 Medication, drugs, or prescriptions.

25.8 Any illness, injury or consequence from alcohol, drug or substance intoxication, use, abuse, or addiction, directly or indirectly traceable to the Insured being affected, permanently or temporarily. Claims may be considered where registered drugs are administered and prescribed by a Registered Medical Professional.

25.9 Any psychiatric or psychological condition or emotional or nervous conditions including, but not limited to, depression, insanity, psychosis, stress-related and affective disorders.

25.10 Suicide, attempted suicide or any intentional or deliberate self-injury.

25.11 Self-exposure to danger or risk except in an attempt to save a human life.

25.12 Any internal and/or external appliances, prosthesis and/or implantations or devices, such as braces, crutches, dental implants, lenses, pacemakers, etc., with the exception of artificial internal joint replacements, which is covered subject to the **Hospital Booster Benefit** with a benefit of **R10 000** (ten thousand rand) per policy per annum.

25.13 Any skin/sub-cutaneous tissue disorders, diseases, conditions, and illnesses, inclusive of but not limited to, lipomatous neoplasm and excision or biopsy related to the skin and/or subcutaneous tissue.

25.14 Elective procedures and/or cosmetic procedures including any treatment and costs resulting from these procedures.

25.15 Reconstructive and/or corrective and /or elective procedures related to congenital or progressive or degenerative conditions whether pre-existing or not and including any treatment and costs resulting from these procedures. Investigations, treatment, or surgery for eating disorders, obesity or weight management, including any consequence of such treatment.

25.16 Any additional fees charged by a Registered Medical Professional for the management of overweight or underweight patients with reference to the Body Mass Index (BMI).

25.17 Investigations, treatment, or surgery related to sterilisation, vasectomy, insertion of Intra-Uterine devices, infertility, artificial insemination, hormone treatment for infertility, contraception, or any other form of assisted reproduction.

25.18 Any illness, injury or condition resulting from or associated with:

25.18.1 Participation in any form of race or speed test (other than on foot or not involving any mechanically propelled vehicles or crafts).

25.18.2 Participation in a sport or hobby that is defined by Underwriters as hazardous or dangerous except for scholars taking part in school activities.

25.18.3 Participation in professional sport where a fee or benefit in kind is received, either directly or indirectly for playing or training or in the workplace.

25.19 The cost of treatment for sexually transmitted diseases.

25.20 Any treatment, procedure or surgery viewed by the Underwriters as experimental.

26. STANDARD SHORT TERM POLICY EXCLUSIONS

We will not compensate You for any illness, condition, disease or injury, or the consequences of treatment of, or resulting from, or associated with:

26.1 Any claim arising directly or indirectly from active involvement in war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or political risk of any kind, or any act of any person acting on behalf of or in connection with any organisation, group or activity aimed at overthrowing any government by force or any deliberate act of terrorism or violence.

26.2 Any riot, strike, or public disorder (including civil commotion, labour disturbances or lock-out) or any act or activity resulting in or calculated to bring about riot, strike, or such disorder.

26.3 Active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike, or the activities of locked out workers.

26.4 The act of any lawfully established authority, police force, security force or any other local, provincial, or national body, in controlling, preventing, suppressing or in any other way dealing with any event referred to in the clauses above.

26.5 Compensation in terms of the War Damage Insurance Act 85 of 1976.

26.6 Nuclear weapons or nuclear material, ionizing radiation, or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

26.7 Any loss arising from any contractual liability.

26.8 Any consequential loss or damage whatsoever. Any attempt by You to commit an unlawful act.

27. PROCESSING OF INSURANCE INFORMATION

27.1 Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by You or which is collected from You is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

27.2 You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

27.3 You accept that Your Personal Information collected by Us may be used for the following reasons:

27.3.1 To establish and verify Your identity in terms of the Applicable Laws;

27.3.2 To enable Us to fulfil Our obligations in terms of this Policy;

27.3.3 To enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and

27.3.4 Reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

27.4 We may share Your information for further processing, with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential:

27.4.1 Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;

27.4.2 Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;

27.4.3 Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, in accordance

with the Applicable Laws, are required to share Your Personal Information with;

27.4.4 Credit Bureaus;

27.4.5 Our service providers, agents and sub-contractors that We have contracted with, to offer and provide products and services to any Policyholder in respect of this Policy; and

27.4.6 Persons to whom We cede Our rights or delegate Our authority to, in terms of this Policy.

27.4.7 You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws. Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as Your name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent.

27.4.8 You understand that if We have utilised Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with GENRIC Should GENRIC not resolve the complaint to Your satisfaction, You have the right to escalate the complaint to the Information Regulator.

27.4.9 You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases.

27.4.10 By insuring or renewing your insurance you not only consent to such information sharing, but also relinquish any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

27.4.11 In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the prevention of fraudulent and any criminal behaviour or activity.

28. DEFINITIONS AND EXPLANATIONS

28.1 **Accident**: An event that occurs unintentionally and usually results in harm, injury, damage, or loss. Policy cover only extends to accidents occurring after inception of the policy.

28.2 **Acute**: A condition, which is generally unforeseen, of rapid onset in nature, is severe and treatable, but does not last for a prolonged period and is therefore not chronic.

28.3 **Acute or Life-Threatening Health Event/Illness**: A specified, acute and unforeseen illness of a life-threatening nature or a traumatic bodily injury which, in the opinion of the Underwriters, requires urgent and immediate admission to hospital for diagnosis and treatment.

28.4 **Admission Fee**: The fixed amount You must pay in terms of Your Medical Scheme Rules when You are admitted to hospital as an In-Patient.Co-Payment: The excesses imposed in terms of Your Medical Scheme Rules for undergoing a specific procedure/ course of treatment, whether in or out of hospital.

28.5 **Diagnostic**: A procedure or test which is performed to find out what is wrong with a patient. Diagnostic procedures do not aim to treat or cure a condition but is informative and exploratory in nature.

28.6 **Hazardous/Dangerous (Sport)**: The following activities are considered to be hazardous sports:

28.6.1 Paragliding

28.6.2 Hang-gliding

28.6.3 Motorboat racing

28.6.4 Motor racing

28.6.5 Motorcycle racing

28.6.6 Skiing (Water/Snow)

28.6.7 Rally driving

28.6.8 Any other form of racing or speed trial.

The Underwriter reserves the right to add to this list from time to time.

28.7 **Health Event**: An event relating to the health of the body of the Insured person, adversely affected by illness or injury and necessitating bona-fide in-patient hospitalisation or treatment.

28.8 **Hospitalisation**: Confinement in a hospital as a resident in-patient under the professional care of a Registered Medical Professional as defined below and approved by the Underwriters.

28.9 **Injury**: An injury sustained in an unforeseen future event, caused solely and directly by violent, accidental, external, and visible means independent of and untraceable to any other cause.

28.10 **In-patient:** A patient who is "admitted" as a resident to the hospital as an "in-patient" and who spends time in a hospital ward admitted as such.

28.11 **Insurance Company/ Insurer**: The Insurance Company, indicated on Your Schedule of Insurance, which offers insurance policies in return for premiums.

28.12 **Out-Patient Surgical procedure**: Any surgical procedure that a Registered Medical Professional would normally perform whilst You are admitted as an in-patient which is performed in the Registered Medical Professionals' rooms for financial or any other reason. This specifically excludes any procedures that would not normally require in-patient admission to a hospital.

28.13 **Pre-existing conditions**: Any illness, injury, condition, or disorder which existed before You took out this policy.

28.14 **Prescribed**: A claim that is deemed prescribed in line with the Prescription Act 68 of 1969.

28.15 **Professional sport**: This is a sport where a fee or benefit in kind is received either directly or indirectly, for playing or training.

28.16 **Psychiatric or psychological condition**: Any kind of mental illness and disability. This includes all forms of major affective disorders, anxiety disorders, psychiatric conditions and all other mental disorders as outlined in DSM IV (a manual outlining the diagnosis of all psychological and psychiatric conditions).

28.17 **Reconstructive, corrective / elective procedures**: Procedures that aim to correct function or structural defect which include, but are not limited to cleft palate, bunions, claw toes, gynecomastia, flat feet, circumcision, breast reduction and breast reconstruction unless pre-approved by the Insurer on a case-by-case basis.

28.18 **Registered Medical Professional**: A person legally licensed and duly qualified to practice medicine and surgery (other than the Insured or a member of the Insured's immediate family). This includes people legally licensed, duly qualified and registered in the Specialist Register of the Health Professional Board of the Republic of South Africa and recognised as such by Agility Insurance Administrators (Pty) Ltd.

28.19 **Underwriter/ Agility Insurance Administrators (Pty) Ltd**: Any person who or which issues a financial product to clients in the form of a Short-Term Insurance policy as defined in the Short-Term Insurance Act 53 of 1998 and the Insurance Act 18 of 2017 by virtue of an authority, approval or right granted to such person in terms of a written agreement entered by such person with a Short-Term Insurer, authorised to carry on Short-Term Insurance business in the Republic of South Africa.

An Underwriting Manager's sole remuneration is derived from such activities and such person is deemed to be an agent of the Short-Term Insurer. The acts of an Underwriting Manager shall in all respects be and are fully binding upon the Short-Term Insurer. Premiums received by an Underwriting Manager on behalf of the Short-Term Insurer shall irrevocably be deemed to have been received by the Short-Term Insurer.

28.20 **Scholar**: An Insured that is attending primary or secondary school. This definition specifically excludes any student or attendant of a tertiary institution.

28.21 **Surgical Procedure**: A course of action with the intention of treating, curing, or restoring anatomical functions or structure and specifically excludes rehabilitation and other policy exclusions, unless specifically defined as covered.

28.22 **Treatment**: Services provided to a patient, by a specialist or therapist approved by the Underwriter for acute, life-threatening medical conditions.

Effective – 01 April 2023, please note that this policy wording replaces any previous policy wording regarding this product.