

Exceptions and Limitations

(The following list of General Exceptions, Limitations and Definitions is an excerpt from the official policy documents issued to policyholders, which take preference hereto.)

DEFINITIONS

Insured Event	The admission of an insured person, stated in the Schedule, into hospital, unless otherwise stated.
Application Form	The form that the Principal Policyholder completes and shall be the basis for the selection of benefits.
Entry Date	The start date of the policy i.e. the month joined.
Commencement Date	The date that benefits commence and are available.
Expiry Date	The notified date of cancellation of benefits by either the Insured or his legal representative. One calendar months' notice is required. Resignation from a medical scheme does not mean resignation of your TRA product/s.
Administrator / UMA	Total Risk Administrators (PTY) Ltd (FSP 40815) is an authorised financial services provider.
Policyholder	Any registered Principal Policyholder, Spouse or Child subject to the basis of selection of benefits.
Insured Person	The person whose hospital event is to be insured under this Policy and whose benefit(s) have not expired in terms of the Expiry Date.
Scheme	The insured Person's authorised Medical Aid Scheme.
Maximum Benefit	The amount insured in respect of a Policyholder, Spouse, Child or dependant as stated in the Schedule.
Children (Child)	The Principal Policyholder's unmarried minor child who has not yet attained the age of 21. This age may be extended to 25 in respect of an unmarried child who is a full time student. There will be no age restriction for children who are either mentally or physically incapacitated from maintaining themselves, provided that the children are wholly dependant on the Principal Policyholder for support and maintenance. Once a child has become independent of the principal Policyholder for support and maintenance, dependency definition of a child cannot be revived at a later date unless that child is still under the age of 21. Child/ren shall mean the Principal Policyholder's natural, legally adopted or step child/ren.
Spouse	The legal or common law husband/wife of a Principal Policyholder or such person residing with the Policyholder, who is normally regarded by the community as the Principal Policyholder's husband/wife.

Notwithstanding all exclusions, including pre-existing conditions applicable to the Policyholder and/or his Medical Aid Scheme or Employer Scheme, TRA shall not be liable for hospitalisation, bodily injury, sickness or disease, directly or indirectly caused by, related to or in consequence of:

1. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
2. Nuclear weapons or nuclear material, or by ionising 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.
3.
 - a) Mutiny, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
 - b) Insurrection, rebellion or revolution.
4. Hospitalised psychiatric care is limited to 14 days per annum.
5. Cost of operations, treatments and procedures for cosmetic purposes.
6. Costs incurred for the treatment of obesity and health holidays.
7. The purchase of bandages, aids, patent foods (including baby foods), contraceptives, slimming preparations as advertised to the public, and domestic and bio-chemical remedies.
8. Investigations, treatments, surgery for obesity or its sequelae, or cosmetic surgery other than as a result of an insured event otherwise insured.
9. Participation in civil commotion, labour disturbances, riot, strike, or the activities of locked out workers.
10. Participation in any form of race or speed test (other than on foot or in non-mechanically propelled watercraft on inland or coastal waters).
11. The cost of any treatment which is recoverable from another party.
12. Expenses incurred by a Policyholder or dependants in the case of wilfully self-inflicted injuries, professional sport, speed contests and speed trials.

13. Travelling expenses.
14. The cost of treatment for infertility.
15. The cost of artificial insemination.
16. Services rendered by persons not registered with the SA Medical and Dental Council, the SA Nursing Council or the Health Professions Council of South Africa.
17. Benefits for the following shall be limited to R200.00 per annum - alcoholism, narcotism, venereal disease and AIDS, breast reduction, otoplasty and surgery performed at the same time as cosmetic surgery - for each of the six prescribed services.
18. In illness of a protracted nature, the committee may nominate a specialist of its choice in consultation with the attending practitioner.
19. Bionic ear implants, breast reduction and reconstruction, and nasal reconstruction, are limited to R1000.00 per case.
20. Expenses incurred by a Policyholder or dependants charged by either hospital, nursing homes, unattached operating theatres and day clinics for: -
 - a) accommodation (general ward).
 - b) theatre fees.
 - c) drugs medicines and materials.
 - d) intensive care.
21. Benefits for spectacles, lenses and contact lenses.
22. Dental implants.
23. Any benefits and dental treatment in hospital for individuals over the age of 12 years unless authorised by the Medical Aid Scheme.
24. Any procedure performed without a Policyholder being admitted to hospital unless specified in policy document.
25. Claims for external prosthesis that are not approved by the Scheme unless specified in policy document.
26. Claims relating to prescribed minimum benefit (PMB) expenses as defined in the Medical Schemes Act are not covered unless specified in the policy document.
27. Penalties imposed by the Medical Aid Scheme are not covered.

CONDITION PRECEDENT

Strict compliance by both the Policyholder and TRA with all provisions, conditions and terms of the Policy shall be a condition precedent to liability on the part of TRA hereunder. No person or company other than TRA shall be entitled to any rights against TRA in respect of the Policy nor shall any persons or company other than TRA be entitled to make any claim or demand on TRA under or in respect of the Policy.

ELIGIBILITY

1. Members and their dependants (spouse and/or child) who are covered by a registered medical aid scheme, which may or may not be the same scheme.
2. There is no minimum entry age at the time of inception of any of the Gap Cover products. An entry age of 65 exists for the Funeral Cover, Premium Waiver and Femme Cover products.
3. A maximum age limit may be imposed.
4. Dependants may be added or removed from this policy as they are on the Main Policyholder's medical-aid policy.

CLAIMS - MANUAL PROCESS

Unless TRA receives written notification within 90 days of the payment of the service provider claim by the medical aid, of any event resulting in a claim being made against the Policy, TRA shall not be liable to pay any benefit whatsoever. TRA and/or the Policyholder shall duly complete such forms and give such details and assistance, and furnish such proof in relation to any claims as TRA, in its discretion, may require.

- Claims shall be paid to the Insured or his personal legal representative.
- Following an Insured event the Insured shall at his own expense:
 - o notify TRA as soon as is practicable.
 - o supply in writing any such proof, medical evidence or other information as TRA may reasonably request:

- The claim from the Service Provider.
- The first page of the hospital account showing the admission and discharge dates of the hospital event.
- The Medical Aid statement showing the payment of the service provider claim and reason for short payment.
- no claim shall be payable if TRA is not notified of an Insured event within three months of its occurrence or within three months of the termination of this policy, whichever occurs first.

CLAIMS - AUTOMATIC PROCESS

TRA receives Gap Cover claims submitted by selected Medical Aid Schemes on behalf of the Policyholder. Should your medical aid company have such an agreement with TRA, it is not necessary for the Policyholder to submit their claim to TRA. TRA will receive an electronic version of the claim and will process said claim within 7 working days of receipt thereof. Co-payment and Sub Limit claims must always be made manually.

THE CORRECTNESS OF STATEMENTS MADE TO TRA

TRA relies on the truth, completeness and correctness of all statements submitted. If the benefits granted, or reinstatement thereof, has been obtained through any misrepresentation or concealment, this policy shall be void and monies paid in respect thereof shall be forfeited.

Should any benefits have been paid out on the basis of the information provided by the Scheme to TRA and such information subsequently proves to be incorrect in any material respect, TRA shall have the right to take such steps as may be required to put it in the position it would have been in if the correct information had been provided in the first instance.

LIABILITY OF TRA

The liability of TRA, unless otherwise agreed with the Insured, shall be limited to the benefits actually purchased by the premiums received, according to the rates in force, in respect of benefits agreed on under this Policy at the time of purchase.

TERMINATION OR ALTERATION

Cover shall cease: -

1. At 24h00 hours on the last day of cover on which the premium has been paid. If a premium is not paid when due or if a premium debit is dishonoured, unless the Insured can prove to the satisfaction of TRA that this was an error by his paying agent.
2. In respect of minor children at the end of the calendar month in which he/she gets married or attains the age of twenty one years, twenty five if full time student.
3. Once the Insured (or his legal representative) has given one month's written notice to terminate this policy, or once TRA has provided at least two months written notice to the Insured of any such alteration or termination. Upon receipt of this notice, all the benefits will be cancelled forthwith and all subsequent premiums paid will be refunded.
4. Upon the death of the main member, the policy may be terminated. A new main-member who will be responsible for payment of premiums can be nominated or the policy can be terminated.
5. TRA must be advised of any new dependants to be added to the policy and must be supplied with a current medical aid certificate showing the new dependant.

Cover may be altered by TRA upon giving at least one months written notice of any possible changes to the policy.

PREMIUM PAYMENT

All premiums are payable monthly in advance. The period of grace allowed for non-payment of premiums is 30 days after the month in which the premium was due. If the premiums are not paid within the period of grace, the policy will lapse. If premiums in whole or in part are in arrears, then no claim shall be payable.

Where payment is to be made to or by TRA, it shall be made in the currency of the Republic of South Africa.

WAITING PERIOD

A general waiting period may be imposed.

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.