

Constantia Life

## Constantia Life & Health Assurance Company Limited

### **FAMILY MEDICAL CRISIS PLAN**

MASTER POLICY NO: HC00041/2007/BCCCI

ISSUED TO

**BARGAINING COUNCIL CONTRACT CLEANING  
INDUSTRY (NATAL).**

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AUTHORISED OFFICIAL

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DATE

## 1. DEFINITIONS

In this policy words importing the masculine gender shall be deemed to include the feminine gender and words importing the singular number shall be deemed to include the plural number and vice versa, and the following expressions shall have the following meanings:

**“Policy Owner”** means the Bargaining Council for the Contract Cleaning Industry acting on behalf its members.

**“Participating Employer”** means an employer who is engaged in the Contract Cleaning Industry.

**“Cleaner”** means any person employed to clean an office, school, business, factory, residential or any other premises or any plane, truck, car, bus, train or other vehicle required to be so cleaned on a contractual basis and/or to clean furniture and any other projects in such premises and vehicles and/or to perform any work incidental there.

**“Principal Insured Person”** means an Cleaner (as defined) who is in a category of paid up members as designated by the Participating Employer and Policy Owner and accepted by the Company as eligible for participation in the insurance provided by this policy and such other person as the Company may from time to time deem eligible.

**“Member”** means the principal insured person and such person’s eligible spouse provided such spouse is an insured person but not a principal insured person and such person’s eligible children provided they are insured persons

**“Eligible spouse”** means the spouse of the principal insured person.

Where a person shares an abode with a principal insured person and has done so for at least six (6) months and lives together in the manner of a legally married couple the person shall be regarded as a spouse.

Should a principal insured person have more than one spouse who could qualify as an eligible spouse then any claim shall determine that the principal insured person has made an irrevocable nomination of one eligible spouse to whom the benefits provided by this policy are to apply

**“Eligible Child”** means a child including a legally adopted child, or stepchild including any child that is fully dependant on the Principal Insured Person who has not attained the age of twenty one (21) of a principal insured.

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, always provided that the children are wholly dependent on the Principal Member for support and maintenance.

Once a child has become independent of the principle member for support and maintenance, dependency and therefore definition of a child cannot be revived at a later date unless that child is still under the age of 21.

**“Hospital”** means any institution in the territory of RSA 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 other than incidentally either a mental institution or a convalescent home
- 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
- e. is not an institution providing long-term care for the blind deaf dumb or other handicapped persons

**“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

**“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

**“Hospital Confinement”** means admission to a hospital ward

**“Schedule”** means the Schedule attaching to and forming part of this Policy

**“Accidental Death”** means an unforeseen event, which could not reasonably have been expected to occur. The event must result in death caused directly and independently of all other causes by some external and visible means arising from this event, and excludes death by natural causes.

**“AIDS”** Shall mean an opportunistic infection, or a malignant neoplasm. For the purpose of this definition the term “ Acquired Immune Deficiency Syndrome” shall have the meaning assigned to it by the World Health Organization.

## **2. MEMBERSHIP**

### **2.1 Conditions of Membership**

2.1.1 A Cleaner (as defined) shall become a Member of the Scheme as follows:

2.1.1.1 If the first day of employment and/or the completion of any probationary period is the first working day of the month, that day will be their date of entry into the Scheme;

or

2.1.1.2 If the first day of employment and/or the completion of any probationary period is after the first working day of the month, their date of entry into the Scheme will be the first day of the next month.

2.1.2 It shall be a condition of the Scheme that every Cleaner (as defined) shall become a Member of the Scheme as soon as he becomes eligible in terms of 2.1.1 above.

2.1.3 On becoming a Member each Principal Insured Person and their Eligible Dependents shall be deemed to have accepted the terms and conditions of this Policy and thus agree to be bound by them.

2.1.4 Any membership condition for a particular Member may be waived if the Insurer so agrees in writing.

### **3. CHANGES TO INSURED'S**

3.1 The Principal Insured Person may add Spouses and/or Children under the following conditions:

3.1.1 Spouses are considered Members from the date of marriage.

3.1.2 Children are considered Members from the date of birth or adoption.

### **4. PREMIUMS**

4.1 The Participating Employer shall bear the cost of the premiums required to provide the benefits under the Scheme and shall pay the premiums and administrative charges due to the Insurer. The amount of premiums payable to secure the benefits under this Policy shall be calculated by the Insurer in accordance with the scale of premium rates in force under this Policy at the date of calculation and will be based on the information given to the Insurer by each Participating Employer. The scales of premiums rates are reviewed annually at the Renewal date stated in the Schedule. The Insurer will notify the Policy Owner of any amendments to this rate and the effective date of change, in writing.

4.2 The premiums required to secure a Member's benefits shall be payable throughout the Member's membership of the Scheme.

4.3 All premiums and benefits due to or payable by the Scheme shall be paid in the lawful currency of the Republic of South Africa.

4.4 All premiums are payable in arrears and in accordance with the Premium frequency stated in the Schedule. Unless law requires a different period of grace, the period of grace allowed for payment of the premiums is one calendar month commencing on the first day of the month in which the premium is due. If the premiums are not paid within 7 days after the period of grace allowed, the defaulting Members shall no longer be party to any benefits under this policy.

## **5. BENEFITS**

### **5.1 Funeral Benefit**

5.1.1 The maximum and minimum lump sum Funeral Benefit, payable upon the death of an Insured Person, is stated in the Policy Schedule.

### **5.2 Medical Emergency Transportation and Repatriation Benefits**

5.2.1 The Benefit payable for Medical Emergency Transportation shall be all expenses incurred for transport charges and / or for services rendered whilst being transported in any emergency vehicle vessel or aircraft.

5.2.2 The Benefit payable for the repatriation of mortal remains shall be all expenses incurred for transport charges and / or for services rendered for the repatriation of the mortal remains.

### **5.3 Hospital Daily Benefits**

5.3.1 The benefit payable for Hospital Confinement shall be R100.00 for each day hospitalised due to an accidental Injury or Illness (as defined) from the first day of admission to Hospital (as defined) provided the insured person is hospitalised as an in-patient; or

5.3.1.2 where the confinement to Hospital is in an intensive care unit a benefit equal to R150.00 per day shall apply.

5.3.2.2 Where more than one Member (as defined) in a family is hospitalised for the same incident a benefit equal to R200.00 per day for each member shall apply.

Limitation:

5.3.2 The maximum benefit payable for Hospital Confinement in the event that an Insured Person is hospitalised for the treatment of Tuberculosis shall be R5,000 for any one twelve month period. The maximum benefit payable for any one family for the treatment of Tuberculosis shall be R25,000 for any one twelve month period.

5.3.3

### **5.4 Travellers Accidental Death Benefit**

5.2.1 The benefit for accidental death sustained as a result of a motor vehicle accident shall be R30,000 (thirty thousands Rands) in the event of the death of a Principal Insured Person, R30,000 (thirty thousands Rands) in the event of the death of an Eligible Spouse (as defined) and R12,000 (twelve thousand Rands) for the event of the death of an Eligible Child (as defined). For the purpose of this policy motor vehicle accident shall include any accident in a motorised vehicle, train, boat, ship or any form of air travel including but not limited to aeroplanes and helicopters.

## **5.5 AIDS Personal Protection Programme**

- 5.5.1. In the event of accidental exposure to the HIV Virus, the Member will have unlimited free access to the LifeSense Trauma Line which provides at 24 hour, 365 days a year professional counselling and guidance service to all Members for:
- 5.5.1.1. reporting of any incident;
  - 5.5.1.2. obtaining HIV information and advice required by the Member;
  - 5.5.1.3. obtain advice relating to drug adherence;
  - 5.5.1.4. counselling the Beneficiary on the procedure the member must follow:
  - 5.5.1.5. the provision for Anti-Retroviral Therapy;
  - 5.5.1.6. Post Traumatic Stress Syndrome counselling.
  - 5.5.1.7. Advice relating to the benefits inherent in consulting an HIV specialist medical practitioner to draw blood and undertake a HIV Elisa Test within 48 hours of the incident.
  - 5.5.1.8. Advice on how to access:
    - 5.5.1.8.1. AZT and 3TC Starter Pack (prophylactic starter pack),
    - 5.5.1.8.2. morning after pill;
    - 5.5.1.8.3. sexually transmitted disease preventative medication;
  - 5.5.2. Combination Anti-Retroviral Therapy treatment for a period of 28 days (upon the initial HIV Elisa Test being negative).
  - 5.5.3. On receipt of a negative Elisa Test result, advice relating to the benefits inherent in consulting an HIV specialist medical practitioner to draw blood and undertake the HIV Elisa Test 90 days after the occurrence of the incident (on receipt of a negative Elisa HIV Test result).

## **6. PAYMENT OF BENEFITS**

- 6.1. The member must notify the Insurer within three (3) months of the occurrence of any claim.
- 6.2. Payment of the benefit shall be made to the Principal Insured or the deceased Member's nominated beneficiaries and the receipt of a benefit shall be a good and sufficient discharge to the Insurer.
- 6.3. If the Insurer repudiates a claim but subsequently agrees to pay an ex gratia amount, such action will not constitute a precedent. The Insurer, even though the Member has not fulfilled conditions of this Policy, is NOT prevented from declining any future claim for any similar or any other omission of the terms and conditions of this Policy.

## **7. SCHEME OBJECTIVE**

The object of the Scheme is to provide for

- 7.1. Funeral benefits,
- 7.2. Emergency medical evacuation,

- 7.3. A daily hospital benefit,
- 7.4. Accidental death resulting from a road accident, and
- 7.5. The provision of AIDS/HIV treatment in the event of accidental exposure  
as set out in the schedule and described in this Policy for its Members.

## **8. PARTIES**

- 8.1 The parties to the creation of the **Scheme** are:
  - 8.1.1 The **Policy Owner**;
  - 8.1.2 Each **Member**
  - 8.1.3 The **Insurer**.

## **9. POLICY**

- 9.1 The Scheme is governed by this Policy which may be endorsed at any time by agreement between the Policy Owner and the Insurer.
- 9.2 All endorsements shall be signed by the Policy Owner and the official or officials of the Insurer.
- 9.3 The provisions of this Policy are binding upon the Members, the Insurer and any person who submits a claim in terms of the Policy.
- 9.4 The benefits will be subject to the limitations and conditions of this Policy.

## **10. ALTERATION OR TERMINATION OF THE SCHEME**

- 10.1 Should the Policy Owner cease its activities, as set out in the Memorandum of Association, the Scheme will automatically terminate as from the first day of the month following the date on which activities were ceased.
- 10.2 In the event of this Scheme being terminated or dissolved, any claim not notified to the Insurer at the date of termination but for which the Member has been receiving treatment prior to termination, will be considered for benefits under this policy. Written notification of such pending claim must be received.

## **11. INTERMEDIARY**

All information given to or received by an Intermediary acting on behalf of a Policy Owner shall be deemed to be given or received by the Policy Owner.

## **12. BENEFITS NOT ASSIGNABLE**

A Member may not cede, pledge or otherwise alienate the benefits or the rights to benefits in terms of the Scheme and such benefits shall not be subject to any form of execution or judgement and shall not, on insolvency, or on surrender form part of the estate of the Member or his Dependent(s).

## **13. 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:

- 13.1 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
- 13.2 Suicide attempted suicide or any self inflicted injury.

## **14. INTERPRETATION**

- 14.1 The decision of the Policy Owner and Insurer as to the meaning of or interpretation of the policy shall be final and binding on the Trade Unions, Employers, Members and former Members and every person claiming to be entitled to a benefit in terms of this policy.
- 14.2 If any person affected by a decision of the Policy Owner or Insurer in terms of 14.1 above is dissatisfied with the decision, such person shall have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise this right shall be given by the person concerned to the Policy Owner within ninety days of the Policy Owner decision. Before the arbitration commences, the person concerned shall furnish such security for the costs of arbitration as the Policy Owner may reasonably require. The costs of the arbitration shall follow the award of the Arbitrator.

## **14. SPECIAL EXTENSION**

- 14.1 In the event of the Principal Insured Person taking maternity leave, or being absent due to ill-health or injury the cover shall be continued without the necessity for monthly premium instalments for the duration of the maternity leave subject to maximum duration of 4 (four) months.

STATUTORY NOTICE TO LONG-TERM INSURANCE POLICYHOLDERS  
IMPORTANT – PLEASE READ CAREFULLY

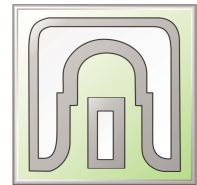
**DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other document)

**As a long-term insurance policyholder, or prospective policyholder, you have the right to the following information:**

**1. About the Insurer**

Name: Constantia Life & Health Assurance Company Limited  
Physical address: Unit 3 Tulbach, 360 Oak Avenue, Randburg  
Postal address: PO Box 3518 Cramerview 2060  
Telephone No: (011) 886 1488  
Facsimile: (011) 789 8828



**Constantia Life**

Compliance Department: Constantia Life & Health Assurance Company Limited  
Tel: (011) 781 0894

Your right to cancel the transaction

You have a right to cancel a policy in writing within 30 days after receipt of the summary contemplated in section 48 from the insurer. The same applies to certain changes you may make to a policy. The insurer is obliged to confirm to you whether you have this right and to explain how to exercise it. Please bear in mind that you may not exercise if you have already claimed under the policy or if the event, which the policy insures you against, has already happened. If the policy has an investment component, you will carry any investment loss.

Important warning

It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision. It is recommended that you discuss with the intermediary or insurer the possible impact of the proposed transaction on your finances, your other policies or your broader investment portfolio. You should also ask for information about the flexibility of any proposed policy.

Where paper forms are required, it is advisable to sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents.

Remember that you may contact either the Long-Term Insurance Ombudsman or the Registrar of Long-term Insurance, whose details are set out below, if you have any concerns regarding a product sold to you or advice given to you.