

## Gap Online Application – Terms and Conditions

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### Important Information

Cover for extended cancer benefits will end when the insured person reaches the age of 65.

One debit order will be collected for your Gap Cover and any optional benefits you choose.

The policy agreement will be subject to South African law and all premiums and benefits will be in Rands from and to a South African bank account. If the law or the interpretation thereof changes, we may change the terms of the policy. We will notify you of any such changes.

A policyholder younger than 55 on an individual policy should notify us if there is a change in their circumstances requiring cover for additional dependants, in which event the premium will be amended accordingly.

If you miss a premium payment you have 31 days to pay the outstanding premium. If the outstanding premium is not paid within 31 days, we will cancel your policy and your cover will end as at midnight on the day before your outstanding premium was due.

Older people are likely to claim more benefits than younger people and therefore premium amounts are age banded and differentiated based on age.

Policy premiums are not tax deductible in the same way that your medical aid contributions are. No IT3 tax certificates can therefore be issued for this purpose.

### Need analysis

The Gap product meets my needs as my medical aid does not cover the total medical practitioner costs if I am hospitalised. The product was recommended as a solution because it will cover the difference between the medical practitioner's charges (limited to 5 times the medical aid tariff) for treatments I receive in hospital and for listed out-of-hospital procedures, less the higher of the amount payable or paid by my medical aid, or 1 times the medical aid tariff. In the case of the Essential Gap Cover option the medical practitioner's charges will be limited to 3 times the medical aid tariff. I understand that I will experience a shortfall if a medical practitioner charges more than 3 times what is actually paid by my medical aid.

The Extended Cancer Cover (if chosen) meets my needs because I could experience medical aid shortfalls on cancer treatment. The benefit is subject to a general six-month waiting period. Cover for this benefit ends on the day the insured person reaches age 65. A life insured is not covered if the claim is made within 12 months after the start of the Extended Cancer Cover policy in respect of a medical condition for which in the 12 months preceding the start date of your policy medical advice, diagnosis, care or treatment was received or would reasonably have been recommended. No claims submitted for cancer diagnosed within the first six months from the start of the Extended Cancer Cover will be payable.

I understand that there are other similar products on the market but the intermediary regards this Gap Cover product as the most suitable product for me. Alternatively, the intermediary does not represent any other Gap Cover product supplier. I confirm that a full needs analysis was done and that the monthly premium is affordable taking into account my other financial commitments.

### Debit order authorisation

I hereby authorise Zestlife to issue payment instructions to its bank to collect the monthly premium due by debit order from my bank account on condition that the sum of such payment instruction will never exceed my obligation in terms of this application. I acknowledge that all payment instructions issued by Zestlife shall be treated by my bank as if the instructions have been issued by me personally. The debit order will be collected every month on the debit order collection date selected below.

In the event that this collection day falls on a Sunday or recognised South African public holiday, the collection day will automatically be the following ordinary business day. I acknowledge that this authority may be assigned to a third party only if the policy is transferred to another Insurer or administrator. I understand that the payment instruction will be processed through a computerised system provided by the South African Banks.

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**Directors:** Chris McCallum (Chairman) Ralph Richardson (Managing), Sebastian Zoutendyk,  
Charles Lorentz, Noleen Bell, Pip Lorentz, Bruce Hodgkinson

I shall not be entitled to any refund of amounts which Zestlife has collected while this debit order authority was in force, if such amounts were legally owed to Zestlife. This authority may be cancelled by giving Zestlife notice of not less than 30 days and such cancellation will not necessarily cancel my policy. Zestlife followed by a unique reference number will be reflected on my bank statement.

#### **Disclosures**

- Zestlife Gap Cover is underwritten by Guardrisk Insurance Company Limited (FSP number 75).
- Guardrisk can be contacted at: Gap Cover Call Centre Tel: 0860 102 936, Fax: (011) 263 1419, Email: admed@guardrisk.co.za.
- The product is administered by Zest Life Investments (Pty) Ltd who is an authorised financial services provider (FSP number 37485).
- Zestlife does not have any circumstances that could give rise to an actual or potential conflict of interest in dealing with the policyholder.
- Zestlife has Professional Indemnity Insurance cover in place.
- You can lodge a complaint with Chris McCallum at Zestlife, at email: chrism@zestlife.co.za, telephone 021 180 4203.
- Zestlife's complaints procedure is available on [www.zestlife.co.za](http://www.zestlife.co.za) and can also be made available upon request.
- If you are dissatisfied with the feedback received from your Intermediary and/or Zestlife, or your complaint remains unresolved, feel free to contact the Guardrisk Complaints Department at email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za), telephone 0860 333 361.
- Intermediaries earn statutory commission on premiums namely 20% on Gap Cover, 15% in the case of Gap Cover for 65 years and older and 20% on Gap optional benefits.
- Zestlife earns 9% for performing binder functions.
- If you change your mind about taking up the policy, you may let us know in writing within 31 days of the start date of the policy and we will cancel the policy and refund you your first (and only) premium paid.
- Gap Cover is not medical scheme or a substitute for medical scheme cover. To qualify for Gap Cover, you must be a member of a South African medical scheme.
- You will not be requested to waive any of your rights under the Code of Conduct.

#### **Fraudulent claims**

If any activity under the policy involves fraud, misrepresentation or false information, the policy may be cancelled. In this case, no claims will be paid out and no monthly premiums will be refunded.

#### **Misrepresentation or misinformation**

Benefits will only become due and payable once all claim requirements have been met and we are satisfied that the claim is valid. A claim will be regarded as invalid due to misrepresentation or misinformation if:

- false information was provided when the policy was applied for, or
- we become aware that material information was withheld from or not disclosed when the policy was applied for; or
- false information is supplied when the benefits are claimed.

In such cases, we reserve the right to cancel the policy in its entirety. If we decide to cancel the policy, we may refund any premiums you have already paid less any expenses related to the cover you have enjoyed up until the cancellation of the policy.

#### **Reviewing the adequacy of your policy**

You will be responsible to ensure that you regularly monitor your policy to ensure the cover remains adequate to meet your financial needs and that the cover remains appropriate.

#### **Pre-existing conditions exclusion**

You will not be entitled to claim a benefit for a period of 12 months from the start date of your policy in respect of a medical condition for which in the 12 months preceding the start date of your policy medical advice, diagnosis, care or treatment was received or would reasonably have been recommended.

If you fall pregnant before the start date of your policy this will be regarded as a pre-existing condition and any pregnancy and birth related claims will be excluded for a period of 12 months from the start date of your policy.

If, immediately before the start date of this policy, you were insured under a medical expense shortfall policy with similar benefits to this policy, then the pre-existing condition waiting period will only be applied to the unexpired part of the pre-existing condition waiting period in the previous policy. The pre-existing condition waiting period will apply for a period of 12 months for any benefit not provided under your previous medical expense shortfall policy.

In the event where a single member upgraded their cover to cover a spouse and/or dependants, then the pre-existing condition waiting period will apply to these new lives covered by this policy from the start of their cover under this policy.

The extended cancer benefit have a 6 month general waiting period.

## **Policy exclusions**

### **General exclusions**

- Nuclear weapons or nuclear or ionizing radiation.
- Suicide, attempted suicide or intentional self-injury.
- The taking of any drug or narcotic unless prescribed by and taken in accordance with the instructions of a registered Medical Practitioner (other than the insured person).
- Any illness caused by the use of alcohol.
- Illegal behaviour or as a result of breaking the law of the Republic of South Africa.
- Participation in war, terrorist activity, invasion, rebellion, active military duty, police duty, police reservist duty, civil commotion, labour disturbances, riot, strike or the activities of locked out workers.
- Aviation accident except on a commercial flight as a fare-paying passenger.
- Participation in any form of race or speed test involving any mechanically propelled vehicle, vessel, craft or aircraft.

### **Specific exclusions**

No benefits are payable for:

- Cosmetic surgery unless required due to illness or injury.
- Penalty co-payments imposed by medical aids for not following the rules of the scheme. Examples of these penalties are amounts due as a result of not obtaining pre-authorization from the medical aids for a procedure, or as a result of consulting a specialist without first obtaining a referral from a General Practitioner (GP), or not going for an assessment through your medical scheme's programme as required (prior to undergoing surgery) such as your scheme's back and neck programme before having spinal surgery.
- Pre- and post-hospitalisation doctor and specialist charges.
- Treatment for obesity or treatment that is required as a result of obesity.
- Elective or routine procedures and physical examinations including tests, annual check-ups, ECGs and contraception-related treatments.
- Treatment for depression, mental or stress-related conditions.
- Claims not covered by the medical aid.
- Private and home nursing.
- Hospital charges.
- Medication and other materials.
- External prosthesis.
- Cancer treatment or planned procedures received outside of the borders of the Republic of South Africa.
- When travelling abroad, treatment for accident and illness is not covered after 60 consecutive days outside the Republic of South Africa.
- Day-to-day medical practitioner costs.
- Breast and dental implants.
- Emergency medical transportation.
- Out-of-hospital dental procedures.
- Exploratory procedures or procedures that are paid for by your medical aid on exception or ex-gratia basis.
- Diagnosis and/or treatment for sleeping disorders.
- Treatment costs for services rendered by allied health care professionals such as dietitians, podiatrists, audiologists, chiropractors, acupuncturists, speech therapists, biokineticists, occupational therapists, physiotherapists, scientists and technologists.

### **Lump Sum Cancer Benefit exclusions**

All skin tumours (including, but not limited to, basal cell carcinoma and melanoma) and/or in situ carcinomas (cancers that are contained and have not spread to normal tissue) are excluded.

### **Premiums**

The premiums and benefits are renewed annually on 1 January. This also means that your premium may change on 1 January each year and not 12 months after your commencement date.

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### **Processing and protection of information**

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.

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

You accept that your personal information collected by us may be used for the following reasons:

- to establish and verify your identity in terms of the applicable laws;
- to enable us to fulfil our obligations in terms of this policy;
- to enable us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the applicable laws; and
- reporting to the relevant regulatory authority/body, in terms of the applicable laws.

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:

- payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions;
- law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- 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;
- credit bureaus;
- 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
- persons to whom we cede our rights or delegate our authority to, in terms of this policy.

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.

You understand that if we have utilised your personal information contrary to the applicable laws, you have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should the insurer not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the information regulator.

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### **Principal insured declaration**

I, declare that:

1. That to the best of my knowledge and belief, the information provided in connection with this application whether in my own handwriting or not, is true and I have not withheld any material facts which are known to me. NB: A material fact is likely to influence the assessment of this application by Guardrisk. (If you are in any doubt as to whether a fact is material or not, you should disclose it.)
  2. That I understand that any relevant material fact omitted in this proposal form may lead to Guardrisk not meeting claims, should the omitted fact have been of such importance that the risk may not have been accepted in the first instance, in terms of the policy. This may lead to cancellation of this policy or rejecting claims, without refund of premiums if applicable.
  3. I confirm that I am currently a member or dependant of a SA registered medical scheme and that I understand that it is a prerequisite to remain a member or dependant of a SA registered medical scheme to qualify for Gap cover.
  4. I understand that Guardrisk is committed to transparency and confidentiality relating to my personal information. In order to provide your services and products to me, you are required to share, collect and process my personal information. For this purpose, my personal information is collected and processed internally by your staff, representatives or sub-contractors, and you will make every effort to protect and secure my personal information. I understand that I am entitled at any time to request access to the information you have collected, processed and shared. I also acknowledge that the sharing of claims information and underwriting (including credit information) by insurers is essential to enable the insurance industry to underwrite policies and assess risk fairly and reduce the incidence of fraudulent claims, in the public interest and a view to limiting premiums. I consent to such information being disclosed to any other insurance company or its agent and consent to the disclosure of any information relevant to claims concerning me or any person I represent. I also acknowledge that information provided by me may be verified against other legitimate sources or databases.
  5. I confirm that by signing this application form I agreed that Zestlife will hold and use the details that I have given them to enable them to give me excellent service. Zestlife will also hold my information so that they are able to look after my needs by offering me appropriate insurance products in the future.
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