

ORACLEMED TRAVEL PROTECTION

MASTER POLICY

No: CI/OM/TP/001/2022

INSURER: COMPASS INSURANCE COMPANY LIMITED

In consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and the receipt thereof by or on behalf of Compass Insurance Company Limited (*the Company*) before the inception date or renewal date (as the case may be) and subject to the terms, exceptions, conditions and provisions of the policy, the Company agrees to pay the 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 each section of the Policy.

A. GENERAL 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.

The following words and expressions shall have the following meanings:

1. **“Accident”** means bodily injury caused solely by violent, accidental, external and visible means and not by or as a consequence of any sickness, disease or gradual physical or mental process.
2. **“Accumulation limit”** means the maximum liability for which the Company will be responsible under this Policy in respect of any one accident, illness, event or occurrence or series of accidents, illnesses, events or occurrences arising from any one source or cause during an Insured Journey.
3. **“Acquired Immune Deficiency Syndrome (AIDS)”** includes **HIV (Human Immune Deficiency Virus)** and shall have the meanings as defined by the World Health Organisation.
4. **“Certificate”** means the document issued by or on behalf of the Company, which represents proof of payment and evidence of the period of cover.
5. **“Children”** means any natural children, lawfully adopted children, step-children by marriage, foster children who have in terms of the provisions of any legislation relative to the protection of children, being placed in the custody of the Insured as foster children or any children who are living with the Insured in the same household

in a relationship which is not casual or impermanent and solely as if they were the lawful children of the Insured, and who are over the age of six months but under the age of eighteen years.

6. **“The Company”** means Compass Insurance Company Limited
7. **“Contact Sport”** means any sport in which physical contact between players is an accepted part of play.
8. **“Country of residence”** means the country in which the Insured Person is a citizen or is a permanent resident. It also means the country to which the Insured Person or the Insured Person’s representative would like the Company to return the Insured when repatriation is required.
9. **“Date of Loss”** means a) for illness, the first date of diagnosis or the date on which the Insured first became aware of the illness, b) for injury, the date of the Accident.
10. **“Excess”** means the first amount of each and every loss payable by the Insured Person as shown in the Schedule of Benefits.
11. **“Hospital”** means a facility which
 - a. is lawfully operated;
 - b. has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of sick persons including hospital bed facilities by or under the supervision of a staff of Medical Practitioners;
 - c. provides nursing service supervised by registered nurses or nurses with equivalent qualifications;
 - d. is not, other than incidentally, either a mental institution or a convalescent home;
 - e. is not a place of rest or frail care for the aged;
 - f. is not a rehabilitation centre involved with the treatment of substance abuse;
 - g. is not a health hydro or natural cure clinic or wellness centre or similar establishment;
 - h. is not an institution providing long-term care for the blind, deaf, dumb or physically or mentally handicapped persons.
12. **“Illness”** means any somatic illness or disease which manifests itself during the Period of Cover 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.
13. **“Injury”** means a bodily injury or physical trauma to an Insured Person resulting from an Accident.

14. **“Insured Person”** means the person named on the application and appearing on the Certificate as the insured and the persons who are nominated by the Insured Person for insurance under this Policy and with respect to whom premium has been paid.
15. **“ Insured Journey”** means an International journey of more than 100 (one hundred) kilometers from the Insured Person's usual place of residence (or business) commencing at the time when the Insured Person leaves his/her usual place of residence (or business) to travel in a direct, timeous and uninterrupted manner.
16. **“International Journey”** means an Insured Journey commencing at the time of departure from the Point of Departure, for the purpose of travelling in a direct and timeous direction to the Point of Destination, outside the territorial limits of Country of Residence, including the return journey to the Point of Departure.
17. **“Legal Representative”** means the persons or person who manages the legal affairs of another because of death or incapacity.
18. **“Manual worker”** means unskilled, semi-skilled and or skilled physical labour involving working with the hands and with use and/ or operation of mechanical and/or non-mechanical machinery and/or equipment.
19. **“Medical Advisor”, “Physician” or “Medical Practitioner”** means a person duly qualified to practice medicine and surgery and legally licensed by the relevant authority to practice medicine in the country where the treatment is given.
20. **“Minor” notwithstanding any International law**, for the purpose of the policy Minor shall mean a Child who has not yet attained the age of eighteen years.
21. **“Nominated Beneficiary/ies”** means the person or persons nominated by the Insured Person.
22. **“Oanda”** means forex trading and exchange rates services information (www.oanda.com).
23. **“Period of Cover”** means the period stated on the Certificate.
24. **“Point of Departure”** means the point from which an Insured Person commences an Insured Journey (being the usual place of residence or business).
25. **“Policy”** means this policy and shall include the Schedule and the Benefit Schedule (Annexure B) attached hereto

- 26. “Pre-existing Condition”** shall mean any Medical Condition for which the Insured has received treatment, or for which the Insured sought advice, had symptoms of, and which to the Insured’s knowledge existed prior to the Commencement Date and/ or during the prescribed Waiting Period:
- a. Consulted any Medical Advisor, Physician or Medical Practitioner for treatment of advice (including check-ups) as the result of suffering from symptoms;
 - b. Taken medication including drugs, medicines, special diets or injections; save for Pre-existing Medical Conditions which have been accepted as covered by the Underwriting Manager on behalf of the Company in writing.
 - c. Received a terminal prognosis.
 - d. Is on a waiting list for treatment or has been recommended to continue or to commence any medical treatment or medication after the commencement of cover.
- 27. “Professional Sports”** means any sport for which the Insured Person receives or earns his or her income as a result of the Insured Person’s participation.
- 28. “Public Conveyance”** means any scheduled or chartered conveyance legally licensed to carry passengers for hire operating commercially in accordance with all locally applicable laws and regulations and in which the Insured Person is travelling only as a fare-paying passenger, including taxis and hired motor vehicles but solely excluding minibuses, non-standard motor vehicles and non-pressurised single engine piston aircraft.
- 29. “Relative”** means the spouse, parent, parent-in-law, grandparent, step-parent, Children, step-child, foster-child, legally adopted child , grandchild, brother, brother-in-law, sister, sister-on-law, daughter- in-law, son-in-law, fiancée, half-brother, half-sister, aunt ,uncle, niece or nephew of the Insured Person.
- 30. “Travel Companion”** means any one person intending to travel with the Insured Person on an identical itinerary and without which the Journey would not have been possible.
- 31. “Terrorist Act”** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against an individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests whether such interests are declared or not. Terrorism shall include any act which is verified or recognised as an act of terrorism by the Government of the country where the act occurs.

32. "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.

B. GENERAL EXCLUSIONS (APPLYING TO ALL SECTIONS)

The Company shall not be liable for, directly or indirectly, caused by related to or in consequence of:

1. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out; or
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act; or
3. any Terrorist Act or bomb threat or threat thereof; or
4. the use, release or escape of nuclear materials that directly or indirectly results in ionising, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion, only combustion shall include any self-sustaining process of nuclear fission; or
5. the dispersal or application of pathogenic or poisonous biological or chemical materials; or
6. the Insured Person being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
7. engaging in occupational activities underground or requiring the use of explosives; or
8. willful or deliberate exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice; or
9. any criminal or intentional illegal act committed by the Insured Person; or
10. the Insured Person travelling by air other than a passenger or where the Insured Person is acting as part of the aircraft crew; or.
11. Mental disorders including, but not limited to anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or

- 12.** pregnancy or childbirth of the Insured Person (except for an unexpected medical complication or emergency occurring during the first 26 weeks of the pregnancy); or
- 13.** sexually transmitted diseases or the conditions commonly known as AIDS or HIV and/or any related illness or condition including derivatives or variations thereof, howsoever, acquired or caused; or
- 14.** for influenza or any strain thereof unless the person is hospitalised; or
- 15.** for chronic fatigue syndrome or myalgic encephalomyelitis (M.E.) (anticardiolipin antibody positivity) or the illness commonly referred to as yuppie flu; or
- 16.** investigations, operations or treatment of;
- (a)** a purely cosmetic nature (other than as a direct result of an Accident);
 - (b)** or for obesity;
 - (c)** or undertaken to cure/improve impotency;
 - (d)** or undertaken to facilitate pregnancy; or
- 17.**
- (a)** an Insured Person being under the influence of alcohol,
 - (b)** an Insured Person being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a Medical Practitioner or unless prescribed by and taken in accordance with the directions of a Medical Practitioner,
 - (c)** an Accident occurring whilst an Insured Person was driving a motor vehicle with more than the legal limit of alcohol in his or her blood or breath; or
- 18.** Injury or Illness affecting the spine or the musculature, ligamentous system, cartilage dura, nervous system or blood supply of the spine other than once during any 12 month Period of Insurance commencing from the commencement date or renewal date of the Policy; or
- 19.** congenital disease or defect unless such condition or defect has been declared to and has been accepted by The Company in writing prior to the first commencement date of the Policy; or
- 20.** any expenses incurred in connection with cardiac and/or cardio vascular and/or vascular and/or cerebra vascular illness and/or conditions nor for sequelae thereof or complications that in the opinion of a Medical Practitioner appointed by The Company , can reasonably be related thereto if the Insured

Person has received medical advice and/or treatment (including medication) for hypertension (6 (six) months) prior to the commencement of the Insured Journey; or

21. any expenses incurred in connection with cardiac and/or cardio vascular and/or vascular and/or cerebra vascular illness and/or conditions nor for sequelae thereof or complications related thereto for persons over the age of 70 years; or

22. the failure of any agent or broker who has inadequately explained the Terms, Conditions, Endorsements, Terminations and Exclusions of this policy; or

23. the Insured Person participating in any Professional sports; or

24. “any hazardous pursuits, sports or recreational activities or hazardous pursuits including but not limited to mountaineering or rock or cliff climbing necessitating the use of ropes or guides, water activities including aqualung diving and scuba diving, hang-gliding, polo, water ski-jumping and tricks, abseiling, white water rafting, boxing, cage fighting, wrestling, pot-holing ,racing, yachting beyond 5 kilometer off the coast line, motor competition, power boating, show jumping, bungee jumping, sky diving, aeronautical activities such as parachuting and para-sailing, flying in a helicopter, single engine aircraft, micro-light aircraft, snow sports e.g. skiing, snowboarding, motor cycling, quad-biking where the engine capacity exceeds 200cc or the cycle is under control of an unlicensed driver, steeple-chasing, horseback riding, polo, hunting, hiking unless with a recognized guide, contact sports, fighting unless bona fide self-defence, racing other than on foot or under sail in inland waters, speed or endurance racing or practice thereof other than athletics; or

25. open ended tickets, if purchased for emigration purposes; or

26. consequential loss of any kind,

27. undertaking employment as a manual worker on a permanent or contractual basis, which is not casual.

28. Age limit – The Policy does not cover any event, which happens to the Insured Person unless he/she at the date of such event is less than seventy-one years. The Insured Person, being older than 71 years.

C. GENERAL CONDITIONS

1. **Automatic Extension** - The period of insurance shall automatically be extended due to the occurrence of an event giving rise to a legitimate claim under emergency, medical and related expenses and/or curtailment occurring after the commencement of the insured journey until return to the point of departure.
2. **Cancellation** -
 - (a) This Policy may be cancelled by the Insured Person at any time by giving The Company 30 days written notice in which case The Company will retain the proportion premium calculated at pro rata for the period that the Policy was in force
 - (b) This Policy may be cancelled by The Company by giving 30 days written notice if the Insured Person has been in breach of any of its terms and conditions, in which case there will be no refund.
3. **Compliance** - The Insured Person must follow the Company's advice or instruction otherwise the Company may decline to pay part of or the entire claim.
4. **Currency** - All amounts are shown in United States Dollars (US\$) and if expenses are incurred in any other currency, then the rate of exchange used to calculate the amount payable will be at the official rate at the time of incurring the expenses or suffering a loss. The currency exchange will be calculated using the official Oanda conversion.
5. **Duration** - This Policy does not apply to events that occur after 365 consecutive days from the commencement of an Insured person's Insured Journey unless The Company have agreed in writing to extend cover beyond this period.
6. **Endorsements** - This Policy may be extended by The Company issuing an endorsement provided that the application is made in writing prior to the expiry of the existing Policy
7. **Fraudulent Claims** - If an Insured, or anyone acting on the Insured 's behalf uses any fraudulent means or devices to obtain any benefit under this Policy then the amount payable in respect of such claim shall be forfeited.
8. **Interest** - No claims under this Policy shall carry interest
9. **Language**— The official version of this Policy is in English.

10. **Legal Action** - Legal action may only be commenced by the Insured or on behalf of the Insured once 90 days has expired after the Insured has fulfilled his/her claims conditions. No benefit will be payable if legal proceedings are not commenced within 90 of any disclaimer of liability by the Company.
11. **Liability** – The Company shall not be liable or responsible for the negligence, wrongful acts and/or omissions of any legal and or healthcare professional or any other person or persons or legal entity that provide direct or indirect service to the Insured.
12. **Applicable Terms and Conditions** - Should any discrepancies arise between the Policy and any literature received, the terms and conditions of the Master Policy shall apply.
13. **Other financial products and services** – The Company will not accept liability whatsoever from any other insurance or ,other financial services which are sold in conjunction with this Policy that are provided or underwritten by any other insurance or assurance companies, assistance companies and/or financial providers.
14. **Recoveries** - In the event of any payment under this Policy, all recoveries net of the Company's actual recovery costs will be distributed firstly to the Company for all amounts paid by the Company and any remainder will be paid to the Insured Person.
15. **Claim Offset** - If the Insured is insured under more than one Policy, including statutory insurance and/or Medical Aid or can recover from any other source, such as airlines, or other insurance including automatic credit card travel insurance, for an event covered on this Policy, payment to the Company's ratable portion of the claim will be restricted.
16. **Subrogation** – The Company shall the right to commence or take over legal proceedings in the name of the Insured for the defence or settlement of any claim, or to sue or prosecute any other party to recover monies payable by them at law. The Insured must cooperate with the Company and do nothing to hinder the rights of the Company
17. **Tax** - The onus will always be on the Insured Person to pay any tax liability in consideration of any benefit being paid that may incur tax of any nature.

D. CLAIMS PROCEDURE AND CONDITIONS

Following an insured event the Insured Person shall at his/her own expense:

- a. as soon as possible notify OracleMed Health of any claim but not later than 24 hours from treatment for such incident or loss
- b. properly completed claim forms and furnish all evidence required within 30 days after the happening of any circumstances giving rise to the claim, at the Insured Person's expense and shall be such form or other information as the Company may reasonably request
- c. furnish all certificates, information and evidence required in the form prescribed and without expense to the Company and must be submitted to the Company within 90 days of notification. After 30 days the onus will rest with the Insured Person to prove that the Company was not prejudiced in any way of the late notification
- d. provide authority as often as required for the Company to inspect all current and/or past medical or other information including the results of any blood tests and submit to medical examination on behalf of and at the expense of the Company
- e. any claim in terms of this policy will prescribe after 12 calendar months from the date of occurrence of the insured incident if the claim is outstanding and not the subject of a then pending court case
- f. all benefits payable shall be paid to the Insured Person or his legal representative or the medical / hospital institution whose receipt shall in every case be a full discharge to the Company.
- g. there is no cover under this Policy for any loss, or liability which is covered under any occupational injury enactment or workers compensation enactment of any other insurance policy, health or medical scheme or benefit of a similar nature.
- h. follow the Company's advice or instructions otherwise the Company may decline to pay part of or the entire claim.

D. PREMIUMS

- a. The premium is due and payable to The Company prior to the commencement of an Insured Journey as per the Period of Cover.
- b. Subject to the approval of the Company additional premiums due may be paid during the Journey on alteration of the Period of Cover

E. MEDICAL EXAMINATION

Payment of any benefit is conditional on the Insured Person supplying such medical evidence as is required and if requested by the Company an Insured Person undergoing any medical examination at the Company's expense.

F. 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.

G. COMMENCEMENT OF COVER

Cover in terms of this policy commences on the first day of the Journey (as defined) for which the premium has been paid by or for the Insured Person.

H. DISCLOSURE

The Insured Person must be honest and has a duty under law to tell everything known to the Insured Person, which a reasonable person in the circumstances would include in answering the questions. The Company will use these answers in deciding whether to insure the Insured Person under the Policy and on what terms. If the Insured Person does not answer the questions in the appropriate way, the Company may reduce or refuse to pay a claim or cancel the Policy. If the Insured Person answers the questions fraudulently, the Company may refuse to pay the claim and may void the policy

SECTION ONE – MEDICAL EXPENSES WORLDWIDE

SPECIFIC EXCLUSIONS

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

1. Any pre-existing condition/s including any condition for which an insured person received treatment or advice 12 months prior to the commencement date of the Insured Journey or prior to a person becoming an Insured Person.
2. Routine physical or any procedure of a purely diagnostic nature or any other examination where there are no objective indication for the procedure or examination.
3. Negligence, wrongful acts and/or omissions of any doctors, paramedics, nursing staff or other medical personnel.
4. Medical expenses where the purpose of the journey includes the seeking of medical treatment.
5. medical expenses incurred in the country of residence, regardless of the fact that the condition may have manifest during an Insured Journey.
6. Medical expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the Insured Journey which the insured has been advised to continue whilst on the Insured Journey.
7. Medical expenses for routine optical treatments, routine dental treatments, pre-existing dental condition, chronic periodontal disease, fillings or crowns of precious metal, procedures relating to dental or oral hygiene, dental treatment caused by or related to the deterioration and/or decay of teeth.
8. Specialist medical treatment without referral from a Medical Practitioner and/or investigatory treatment that is not specified by a Medical Practitioner as immediately necessary and expenses incurred in connection with the Insured's unreasonable delay in seeking advice and/ or treatment either prior to or after the commencement of the Insured Journey.
9. Expenses being incurred within the country of residence notwithstanding that such expense may arise from an injury or illness suffered during the period of an Insured Journey.

SCOPE OF INDEMNITY

In the event of an Insured Person suffering an incident whilst travelling on an international journey and incurs emergency medical and related expenses as a result of illness or injury, the Company will pay for those expenses as per the benefit summary, and which necessitates the Insured Person:

- a. being confined to hospital and/or
- b. undergoing medical or surgical procedures and/or operations or treatment,

the Company will pay to the Insured Person costs incurred in accordance with the insured benefits elected by the Insured Person for:

- A. emergency repatriation and transportation services:
 - i. that necessitates emergency air, land or water transportation, the Company will use the Insured Persons ticket or if not possible, arrange and pay for the cost of the required service including the necessary accompanying medical staff to:
 - ii. transfer the Insured Person to another location to obtain necessary medical treatment or
 - iii. repatriate the Insured Person to the Point of Departure.
 - iv. OracleMed Health will decide where and how to move the Insured Person depending on the medical advice received.
 - v. OracleMed Health will have the right to access any of the Insured Person's prior medical records in order to finalise and/or proceed with the assessment of a claim and/or render medical treatment.
 - vi. The Company will only pay emergency medical expenses until such time as a Medical Practitioner appointed by the Company decides that the Insured Person is capable of being repatriated. Should the Insured Person be capable of being repatriated and elect not to return to the Point of Departure, all expenses incurred thereafter in respect to the occurrence will be for the Insured Person's own account.
- B. treatment in hospital and all medical related services incurred for illness or injury given by a registered and legally qualified Medical Practitioner
- C. medical or surgical treatment (dental and optical care limited to emergency treatment only) and
- D. any reasonable additional cost incurred for transport and accommodation, and shall include

- i. costs incurred by a travel companion or relative of the Insured Person who has out of necessity to travel or remain with the Insured Person being confined as an in-patient for a period of more than 5 consecutive days, the Company will arrange and pay to the amount stated in the Benefit Summary, the reasonable accommodation and travel expenses (excluding meals, telephone calls, beverages) necessarily incurred by a travel companion or relative who on the advice of a Medical Practitioner appointed by the Company travel to and remains with the Insured Person until the Insured is fit to resume the insured journey or return to the Point of Departure or until completion of the insured journey, whichever incurs first
- ii. cost of the upgrade or changes to the Insured Person's travel requirements
- iii. medical supervision during travel (if required)
- iv. cost of a qualified escort for any travel with an unaccompanied minor

E. Burial, Cremation or Return of Mortal Remains

In the event of death of the Insured Person, the Company will pay the reasonable cost of returning the mortal remains to the Country of Residence or the reasonable funeral and related costs if the body is buried or cremated at the place of death. subject to the Limitation and Excess as specified in the Policy Certificate.