



# MEDI *Shield* Policy Contract

## 1. DEFINITIONS

- 1.1 "Consultant" shall mean an employee of Trustco Insurance Ltd or Trustco Life Ltd.
- 1.2 "Effective date" shall mean the first day of the month following the receipt of the first premium in the books of the Insurer. In the event that an arrear premium is received, the effective date shall be the date of receipt of the arrear premium in the books of the Insurer.
- 1.3.1 "The Insured" shall mean
- (i) a person who has applied for cover while under the age of 55 years and in whose name the Policy is effected, including his/her lawfully wedded husband or wife who is under the age of 55 years on the Effective Date;
- (ii) a person who has applied for cover while under the age of 55 years and in whose name the Policy is effected, including his/her partner in a union recognized as valid in accordance with the traditions and customs of ethnic groups in Namibia and who is under the age of 55 years on the Effective Date;
- (iii) a person who has applied for cover while under the age of 55 years and in whose name the Policy is effected, including his/her partner with whom he/she cohabits as husband and wife with that person. Only one (1) cohabitation partner may be listed on the Policy for the duration of the Policy.
- (iv) Included in (i) to (iii) above are a maximum of five (5) dependent Children:
- (a) under the age of twenty-one (21)
- (b) under the age of twenty-five (25) and registered as fulltime students at an Educational Institution.
- 1.3.2 Insurance cover will only apply to the above mentioned family members
- (a) if their names and full particulars appear in the original application for insurance.
- (b) if the Insurer has approved such application
- (c) while the circumstances provided for are in existence.
- 1.4 "The Insurer" shall mean Trustco Insurance Limited.
- 1.5 "Main Member" shall mean the original applicant in whose name the policy was issued.
- 1.6 "Namibia" shall mean the Republic of Namibia.
- 1.7 "Policy" shall mean this Policy document which may be amended from time to time including the application form and the schedule hereto.
- 1.8 "Educational Institution" shall mean a tertiary academic institution, being a registered university or technikon, at which a dependent is enrolled at fulltime for the purposes of obtaining a degree or diploma".
- 1.9 "Serious Illness" means any of the following:
- a) Heart Attack: The death of a portion of the heart muscle due to inadequate blood supply to the relevant area. The diagnosis must establish the existence of all of the following criteria:
- a history of typical chest pain
  - new ECG changes; and
  - elevation of cardiac enzymes
  - sonographic or angiographic evidence of LV dysfunction with an ejection fraction less than 30%
- iv) Clinical signs of CCF that need multi drug medical treatment. This excludes angioplasty and/or any similar intra-arterial procedures
- b) Stroke: Any cerebrovascular occurrence or accident which produces neurological sequelae lasting more than 24 successive hours and including infarction of brain tissue, haemorrhage, and embolisation from an extracranial source. Evidence of permanent neurological deficit must be produced.
- c) Cancer: A disease manifested by the presence of malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and the invasion of normal surrounding tissue. All cancers diagnosed and treated by primary biopsy only, that do not require any further surgical, medical (chemotherapy, etc) or radio therapy, or other modalities are excluded. The term "cancer" also includes Leukemia and Hodgkin's disease but excludes:
- All skin cancers;
  - Cancer-in-situ, including melanoma-in-situ;
  - Cancer must be diagnosed by conventional histological means and diagnosis must be confirmed through immuno-histochemical methods through a pathologist approved by the Insurer. Cytological diagnosis is excluded.
- d) Kidney Failure: End stage renal failure presenting as chronic irreversible failure of kidneys to function, as a result of which regular renal dialysis must be instituted on a weekly basis for more than one month. Peritoneal dialysis and dialysis for acute renal failure excluded.
- e) Organ Transplant: The human-to-human organ

transplant from a donor to the Insured of one or more of the following organs: Kidney, Heart, Lung, Liver, Pancreas. The transplantation of all or other organs, parts of organs or any other tissue transplant is excluded.

- f) Paraplegia: The total and irreversible loss of the use of both legs or both arms.
- g) Blindness: The total and irreversible loss of vision in both eyes.
- h) "Amyotrophic lateral sclerosis or Motor Neuron Disease" is a serious neurological disease of the motor tracts of the lateral columns and anterior horns of the spinal cord causing progressive muscular atrophy, increased reflexes, fibrillary twitching and spastic irritability of muscles.
- 1.10 "Diagnosis" means: Diagnosis by two registered medical specialists supported by clinical, radiological, histological and laboratory evidence, acceptable to the Insurer.
- 1.11 "Children" shall mean the biological or legally adopted children of the Main Member, spouse or partner and also includes the children for which the Main Member, spouse or partner have been appointed by a court as legal guardians.

## 2. INDEMNITY TO THE INSURED

In the event that the Insured is diagnosed during the currency of this Policy as suffering from a Serious Illness as defined herein, the Insurer shall pay to the Insured the sum of money stated in the Schedule to this policy, provided however that such Serious Illness or any symptom or symptoms associated with the Serious Illness did not manifest itself directly or indirectly prior to the Effective Date of this policy.

The Insurer shall be obliged to compensate the Insured only once per Serious Illness per policy.

## 3. EXCLUSIONS

The Insurer shall not be liable to pay compensation as envisaged in clause 2 for diagnosis of an Illness in respect of any Insured:

- 3.1 As a result of the influence of alcohol or drugs or narcotics upon an Insured unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured).
- 3.2 Where the medical/clinical state of the Insured is attributable to or caused by the Human Immunodeficiency Virus (HIV related Illness) or Acquired Immunity Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused and Tuberculosis or Pulmonary Pneumonia. The onus of proof shall be upon the Insured to show that any exemption is not applicable.
- 3.3 Where the Insured does not survive for more than thirty days after the diagnosis.
- 3.4 When the Insured does not persist with the monthly payments while a claim is being processed.

## 4. FREE FUNERAL BENEFIT

Upon the death of the main member or his/her registered spouse, the Insurer will pay a free funeral benefit which benefit shall be calculated as follows: monthly premium multiplied by 100, provided that the Insured has kept all monthly premiums and the policy up to date for a period of 12 months preceding the death of the main member or his/her registered spouse.

- 4.1 All claims in terms of the free funeral benefit must be submitted within 90 days of the death of the member or his/her registered spouse
- 4.2 No benefit shall be paid unless the member joined prior to attaining the age of sixty five (65)
- 4.3 No benefit shall be payable where such death resulted from:
- Suicide or self inflicted injury
  - The use or abuse of a dependence producing drug or substance
  - Any dangerous activity or sport
  - Any act or activity which is calculated or directed to overthrow or influence any state, municipality, tribal or other public authority with force, warlike activity or means to bring about any civil commotion, public disorder, riots or public disobedience
- 4.4 The payment of the benefit is subject to the terms of the underwriting policy between the Insurer and Trustco Life Ltd
- 4.5 The onus of proof shall be on the beneficiary to show that none of the exemptions were present or contributed to the cause of death
- 4.6 In the event of the beneficiary having pre-deceased the Insured or not having legal capacity, the benefit shall be paid to the estate of the Insured whose name the policy is effected

## 5. CONDITIONS

- 5.1 This Policy will be governed by the laws of the Republic of Namibia, whose courts shall have jurisdiction in any dispute arising hereunder;
- 5.2 This policy is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectively discharge the onus of the Insurer.
- 5.3 This policy shall be voidable in the event of any misrepresentation, misdescription or non-disclosure by or on behalf of the Insured to the Insurer or Medical Practitioner.
- 5.4 All certificates, information and evidence required by the Insurer shall be furnished in the form prescribed and without expense to the Insurer. The Insured shall submit to medical examination on behalf of and at the expense of the Insured as often as shall be required in connection with any claim.
- 5.5 If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefits under the claim shall be forfeited.

## 6. INDEMNITY TO THE INSURER

The Insurer shall not be liable for any damage caused by any act, advice, negligent or otherwise, by the agent, Consultant or employee of the Insurer.

## 7. PREMIUMS, SCHEDULE OF INSURANCE, PAYMENT, OTHER INSURANCE DUTIES OF THE INSURED

The following shall be reflected in the Schedule of Insurance:

- 7.1.1 The monthly premium;
- 7.1.2 The Maximum Limit of indemnity from time to time.

## 8. COMMENCEMENT, DURATION OF INSURANCE AND PAYMENT OF PREMIUMS

- 8.1 The Insurance shall commence on the Effective Date and provided that the Insured continues to pay the monthly premium, shall be effective until cancelled by the Insurer or the Insured in writing, in which event cover shall cease at 24h00 on the last day of the month for which premiums have been paid.
- 8.2 Premiums are payable monthly in advance before the first (1st) day of the month for which cover is required. The onus is on the Insured to ensure that the premiums are duly paid timely. In the event that the premiums are payable by debit order, the Insurer shall have the right to resubmit the debit order in the event that the debit order is returned unpaid. In the event that the preferred date of the month indicated on the application form is a Sunday or Public Holiday, the debit order may be submitted on an earlier date.
- 8.3 If arrear premiums are received in the books of the Insurer, the Insurer shall have the right to indemnify the Insured or to regard the Policy as having been cancelled and to refund the arrear premiums received.
- 8.4 The parties may cancel the Policy at any time upon one month's written notice
- 8.5 Subject to clause 14 if this Policy is cancelled at any time for any reason the insured shall not be entitled to a refund of premiums paid.
- 8.6 No person or company is authorized to receive premiums from the Insured except on written authority from the Insurer to do so.
- 8.7 The Insurer shall have the right to increase the monthly premium from time to time. Such increase shall be decided by the Insurance Investee Management Committee taking into consideration the inflation rate, economic conditions and sustainability.

## 9. CLAIMS PROCEDURE

- 9.1 Within 60 days after the occurrence of an event which may give rise to a claim in terms of this policy, the Insured shall advise the Insurer in writing on the prescribed claim form.

## 10. DOCUMENTS TO BE SUBMITTED TO THE INSURER

- 10.1 The Insured shall be obliged to furnish to the Insurer such documents as may be requested, at no cost to the Insurer.
- 10.2 The Insured hereby grants Power of Attorney to the Insurer to obtain from any Public Authority or third party any document or information pertaining to a claim.

## 11. WHOLE AGREEMENT

- 11.1 The Application for insurance shall be the basis of and forms part of this Policy.

- 11.2 The Policy and amendments thereto, the Application and the Schedule of Insurance, shall constitute the sole agreement between the parties.
- 11.3 No contrary representation, or agreement to vary the Policy, shall be of any force or effect unless reduced to writing and signed by someone specifically authorized thereto in writing by the insurer.
- 12. REPUDIATION OF CLAIMS, CONFLICT AND DISPUTE**
- 12.1 In the event of a repudiation by the Insurer of a claim, or portion of a claim, the Insured must submit a written request for reassessment within thirty (30) days of being notified of the repudiation.
- 12.2 The repudiated claim and the request for reassessment will be considered by the Reassessment Committee of the Insurer.
- 12.3 In the event of the Insured not agreeing with the decision of the Reassessment Committee, the Insured shall notify the Insurer within thirty (30) days of being notified of the decision.
- 12.4 Within ninety (90) days of being notified of the decision of the Reassessment Committee, the Insured shall institute legal action against the Insurer by way of having summons served on the Insurer. Should this not be done, the Insured's claim against the Insurer prescribes.
- 13. NAWA BONUS**
- 13.1 A Nawa Bonus is payable in the event that the policy holder has kept all monthly premiums up to date during the said period and that the Policy is not otherwise in arrears. The Nawa Bonus shall be an amount as reflected in the Schedule.

- 13.2 There shall be a six month waiting period from the payment of the first premium as reflected in the books of the Insurer or the receipt of an arrear premium before a Nawa Bonus can be claimed.
- 13.3 A thirty (30) day notice must be given of the Insured's intention to claim the Nawa Bonus.
- 13.4 Payment of the Nawa Bonus shall be in terms of the applicable policy and procedures of the Insurer.
- 14. COOLING – OFF PERIOD**
- In the event that the Insured cancels his/her policy within two months of the application for cover by the Insured and provided that the Insured did not prior to such cancellation submit any claim in terms of the policy, the Insurer shall refund all premiums received from the Insured.

Signed on behalf of Trustco Insurance Ltd



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**Annette Brand**  
CEO: Trustco Insurance Ltd

**15. REACTIVATION**

In the event that a Medi Shield policy in the name of the policy holder was cancelled for any reason, an administrative fee equal to one (1) monthly premium shall become payable as a first charge.

**16. DISCLOSURE OF RISK**

The Insured acknowledges that he/she is obliged to disclose to the Insurer any fact or circumstance which may arise while this policy is valid and which may affect the risk insured. Failure to do so may result in the repudiation of any claim submitted.

**17. COMMUNICATION**

The Insurer is entitled to address any written communication with the Insured in the manner it deems most expedient by way of either mail, facsimile, smart fax, short message service or electronic mail. For purposes of communicating any amendment of the terms and conditions of this policy, the Insured expressly consents to the Insurer notifying the Insured of any such amendment by means of short message service to the mobile telephone number nominated by the Insured from time to time or as reflected in the Insurer's records. Any communication by the Insurer to the Insured by means of short message service to the mobile telephone number nominated by the Insured from time to time or as reflected in the Insurer's records shall be deemed as having been received by the Insured. For this purpose, the Insured acknowledges that it is the Insured's sole and exclusive duty to notify the Insurer of any change of the Insured's contact details.