

## 1. Key terms used

1. **"Age at Entry"** is the age that the oldest member on the Scheme plan will turn in the year of applying for Discovery Gap Cover.
2. **"Application"** is this form you complete and sign. Together with the policy schedule and policy guide, it forms the basis of the policy contract.
3. **"Child"** means a person registered as such on the Scheme.
4. **"Claimant"** means any person making a claim for a benefit under the policy.
5. **"Dependant"**, including an adult dependant, child or spouse, means a person registered as such on the Scheme.
6. **"Downgrades"** means Scheme plan movements from an Executive or Classic or equivalent plan to an Essential or Coastal or equivalent plan.
7. **"Discovery Group"** means Discovery Limited (registration number 1999/007789/06), a public company incorporated in South Africa the shares of which are listed on the JSE Limited, and all of its affiliates and subsidiaries from time to time including but not limited to Discovery Life Limited (registration number 1966/003901/06), Discovery Life Investment Services (Proprietary) Limited (registration number 2007/005969/07), Discovery Vitality (Proprietary) Limited (registration number 1999/007736/07), Discovery Health (Proprietary) Limited (registration number 1997/013480/07), Discovery Insure Limited (registration number 2009/01182/06) and Discovery Life Collective Investments (Proprietary) Limited (registration number 2007/008998/07). Subsidiaries within the Discovery group subsidiaries
8. **"Lives assured"** means you, your spouse, your child, and your dependants who are covered as indicated on your policy schedule.
9. **"Main applicant"** is the main member on the Scheme and the person completing this application.
10. **"Medical specialist"** means a medical practitioner who has been appropriately registered as a specialist with the Health Professionals Council of South Africa.
11. **"Non-assured entity"** means any person indicated in your policy schedule that is not covered or is not entitled to any benefits.
12. **"Policy"** refers to the Discovery Gap Cover policy, and which policy is made up of this application form, the policy schedule and policy guide for Discovery Gap Cover and any changes that you might make thereto.
13. **"Policy schedule"** includes the summary of the policy, which we send to you after we have accepted your application for cover, or any changes that are made thereto.
14. **"Policyholder"** means the natural person named as such in the policy schedule.
15. **"Scheme"** means Discovery Health Medical Scheme.
16. **"Spouse"** means a person registered as such on your Scheme.
17. **"Upgrade"** means an application to move from the Discovery Gap Core option to the Discovery Gap Comprehensive option.
18. **"Waiting period"** means a period during which a policyholder is not entitled to claim a policy benefit.
19. **"We", "us" and "our"** refers to:  
Discovery Insure Limited (registration number 2009/01182/06) a public company with limited liability, registered under the company laws of the Republic of South Africa; and / or  
Discovery Health (Proprietary) Limited (registration number 1997/013480/07) a private company registered under the company laws of the Republic of South Africa; and Administrator of your policy. These entities are authorised financial services providers.
20. **"You" and "your"** refers to you as the policyholder and includes your dependants.
21. **"Your Personal Information"** refers to personal information about you, your spouse, your dependants, your beneficiaries, and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses.

## 2. Conditions of the policies

1. It is a condition of the policy that you as policyholder and the lives to be assured must be members of the Scheme. Termination of your membership from the Scheme will result in the automatic termination of the policy you are applying for under this application.
2. Membership of the KeyCare Plan or its equivalents does not qualify you for application for the policy.
3. Any changes that you make to your medical scheme plan and / or Vitality Status may result in a change to the premiums and/or benefits of your policy. We will affect the change to the policy and will notify you of the changes made in such circumstances.

## 3. Authority

### 1. Disclosure of relevant information

You warrant and declare that all the information provided by you in this application form is true and correct. You further warrant that you will continue to disclose to us any material information until we have accepted risk or until the policy commences, whichever day occurs last. You know and understand that a breach of any of the warranties you have given herein may result in us voiding the policy from inception, or us rectifying the terms thereof and contributions paid being used to offset expenses incurred by us.

### 2. Acceptance of standard terms and conditions and conduct of business

- 2.1. You accept that the policy will not commence and no liability there under will attach to or be attributable to us until we have activated your policy, you have received your policy schedule, and we have notified you in writing of the effective date from when we have accepted risk.
- 2.2. You know and understand we are not obliged to accept this application and may refuse to accept risk if we deem any person insured

under the policies to be of a high or unacceptable risk, or we may accept it subject to conditions.

2.3. On acceptance of risk we will send you and your financial adviser (if applicable) a copy of the policy schedule and policy guide.

### 3. Confirmation of contract terms and 31 day cooling off period

3.1. You may object in writing within 31 days from the date the policy has been issued by us if you are not satisfied with any aspect or term thereof. If you do not object within this time it means that you have accepted the terms of the policy. You agree that this application form, any amendments or adjustments to the policy, the policy schedule and any plan guide that we issue in respect of the policy will form the policy contract. Provided that claims have not been paid and if you object within the 31-day period then the policy will be immediately cancelled and any premiums will be refunded to you.

### 4. Licenses and authorities

4.1. We hold professional indemnity and fidelity insurance cover as required by the Financial Advisory and Intermediary Services Act, 2002 (FAIS Act).

4.2. In terms of agreements entered into between Discovery Health (Proprietary) Limited and Discovery Insure Limited, it has been agreed that Discovery Health (Proprietary) limited shall on behalf of Discovery Insure Limited provide underwriting, claims assessment, premium collection, policy renewal and general administration services in respect of the policy.

### 5. Privacy Statement (How we will process and disclose your personal information and communicate with you)

5.1. When you engage with us, you trust us with personal information about yourself, your dependants, and in some cases, your employees. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act ("POPIA").

5.2. You have the right to object to the processing of your personal information and have a choice whether or not to accept these terms and conditions. However, it is important to note that we require your acceptance to activate and service your policy. If you do not accept these terms and conditions, we cannot activate and service your policy.

5.3. You agree that we may process your personal information for the following purposes: facilitate the assessment of risk and underwrite the policy; and consider any claim under the policy made by you or any life assured or other person covered under the policy; and administrate the policy; and collect premiums; and profile and analyse your policy and conduct academic or product research and design.

5.4. We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other sources. If you share your personal information with any third parties, we will not be responsible for any loss suffered by you, your dependants, and in some cases, your employees (where applicable).

5.5. You understand that when you include your dependants', and in some cases your employees' personal information, we will process their personal information for the activation of the policy and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.

5.6. If you are an employer, you agree to indemnify thus against any loss or damage, direct or indirect, that an employee suffers because of any unauthorised use of your employees' personal information.

5.7. If you are giving consent for a child, you confirm that you are a competent person and that you have authority to give their consent for them.

5.8. You agree that we may process your personal information to assist with the risk management and administration of your policy and for the consideration of any claims for benefits under this policy, and you hereby agree and consent to the following: To the collection, collation, processing, storage and disclosure of the information, including Your Personal Information, contained in all sections of this application form for the purpose of risk management, administering this policy and for the assessment of any claims under this policy. Providing relevant information to a contracted third party who requires this information for the administration of your policy and benefits you are entitled to. To profile and analyse risk.

5.9. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

5.10. If a third party asks us for any of your personal information, we will share it with them only if: you have already given your consent for the disclosure of this information to that third party; or we have a legal or contractual duty to give the information to that third party including other insurers and re-insurers. This information could be sourced either directly or through a database operated by or for insurers as a group, at any time. Such information could be detailed, abbreviated or in a coded form and includes sharing of information on Industry Registers, such as the SAIA, Astute and ASISA. We will provide your personal information to any other entity within the Discovery Group with whom you or your dependant/s already have a relationship; or where you or your dependant/s have applied for a product, service or benefit from such entity. This information will be provided for the administration of your or your dependant/s products or benefits with other entities within the Discovery Group.

5.11. We may share and combine all the personal information that we have about you, your dependants and in some cases your employees for any one or more of the following purposes: market, statistical and academic research; and to customise our benefits and services to meet your needs.

5.12. Your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate.

No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this research, you will not be identified by name

5.13. If we want to share your personal information for any other reason, we will do so only with your permission.

5.14. By signing this application form, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit providers' industry association or industry body. This includes information about credit history, financial history, judgments, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.

5.15. We have the right to communicate with you electronically about any changes on your policy including your premiums or changes and improvements to the benefits you are entitled to on your policy.

5.16. We have a duty to keep you updated about any offers and new products that are made available from time to time. We, any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.

5.17. Please let us know if you do not wish to receive any direct telephonic marketing.

5.18. You have the right to know what personal information we hold about you. If you wish to receive this information please complete a complete the 'Data Subject Request' form on [www.discovery.co.za](http://www.discovery.co.za) and specify what information you would like. We will take all

reasonable steps to confirm your identity before providing details of your personal information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request. You agree that we may keep your personal information until you ask us to delete or destroy it. You have the right to ask us to update, correct or delete your personal information, unless the law requires us to keep it. Where we cannot delete your personal information, we will take all practical steps to de-personalise it.

- 5.19. Where we are required by law to collect and keep personal information, we shall do so. At a minimum, this includes the following:  
The Financial Advisory and Intermediary Services Act, 2002;  
The Financial Intelligence Centre Act, 2002;  
The National Credit Act, 2005;  
The Long-term Insurance Act, 1998;  
The Short-Term Insurance Act, 1998;  
Medical Schemes Act, 1998;  
The Consumer Protection Act, 2008;  
The Protection of Personal Information Act, 2013;  
Electronic Communications and Transactions Act, 2002; and  
Promotion of Access to Information Act, 2002
- 5.20. You agree that we may transfer your personal information outside South Africa: if you give us an email address that is hosted outside South Africa; or to administer certain services, for example, cloud services.
- 5.21. When we share your information to administer certain services, we will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.
- 5.22. If we become involved in a proposed or actual amalgamation, transfer or merger, acquisition or any form of sale of any assets, as appropriate, we have the right to share your personal information with third parties in connection with the In the case of such an event, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.
- 5.23. We may change this Privacy Statement at any time. The current version is available on [www.discovery.co.za](http://www.discovery.co.za).
- 5.24. If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA. The contact details for the Information Regulator: The Information Regulator (South Africa) | JD House, 27 Siemens Street, Braamfontein, Johannesburg, 2001 [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za) | Tel: 012 406 4818 | Fax: 086 500 3351 | [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)

## 6. Premiums

- 6.1. You agree to pay premiums for the policy on the date that they become due. You accordingly authorise us to collect due contributions and charges from the bank account specified by you.
- 6.2. You undertake to advise us of any changes to these bank account details, and you indemnify and hold us blameless for any damage that you or anyone else may suffer as a result of your failure to notify us of this.
- 6.3. You understand that premiums in respect of the policy may be collected together with and from the same bank account from which your contributions to the Medical Schemes administered by Discovery Health are deducted, or may be collected from a different bank account if specified. You will be able to identify the collection as DISC PREM or INSGAPREM will be used as a reference number.
- 6.4. If you do not pay premiums in respect of the policy when they become due or if we are unable to collect premiums in respect of the policy, the following applies:
- 6.4.1. We will inform you that a premium has not been received. We will give you 30 days after the premium due date to make the payment. Claims that arise during the grace period will only be finalized upon receipt of the outstanding premium.
- 6.4.2. If you do not pay a premium for the policy for a second consecutive month, in other words the policy is two premiums in arrears, we will inform you of this and your policy will be cancelled and we will not consider any claims.
- 6.4.3. If someone other than you pays the premiums on your policy, you confirm that this arrangement is with the full knowledge and authority and on behalf of that person. In addition, you give us permission to obtain any information relating to him or her from any one or more of the following, and warrant that you have authority to do so:
- 6.4.3.1. Any credit bureau;
- 6.4.3.2. Any life assurance or credit provider's industry association; Any other association of an industry in which we operate;
- 6.4.3.3. This includes information related to that premium payer's creditworthiness, credit history, financial history, personal information, judgement history and default history. It is your responsibility to verify the banking details of the premium payer on request, for example by giving us a cancelled cheque, a bank letter or a copy of a bank statement.

## 7. Intermediaries

- 7.1. You hereby give your financial adviser authority to deal with your policy on your behalf.
- 7.2. It may be that the financial adviser recorded by us in respect of your Scheme policy may be different to the financial adviser that advises or is recorded in respect of this policy, being the policy for which you are now applying. You accordingly hereby give both financial advisers the authority to deal with both your Scheme and this policy on your behalf.

## 8. Cession

You may not cede your rights in terms of this policy to any other person.

## 9. Benefits

The details of the benefits under the Discovery Gap Cover policy are more fully set out in the policy guide which is sent to you within 31 days of your policy being activated.

## 10. Qualifying criteria

- 10.1. To qualify or apply for the Discovery Gap Cover policy you must be a member of the Scheme. (This does not include the KeyCare Plan or any Scheme or plan that replaces or is equivalent to it, as these plans are not eligible for cover).
- 10.2. Only the main member on the Scheme may apply for this policy on his/her behalf, and on behalf of all dependants covered on the Scheme. All members and dependants covered on the Scheme must apply to be covered under the policy. You do not have the option of choosing which members of your Scheme will or will not be covered under the policy.
- 10.3. You or your spouse may not apply for another Discovery Gap Cover policy if you or your spouse, or both of you, already have an existing Discovery Gap Cover policy with us.

## 11. Premiums

Your premium for the Discovery Gap Cover product will depend on the option you choose, your Scheme plan, the age that the oldest

member on the Scheme plan will turn in the year of applying for the policy, and potential discount granted to your employer. If the oldest person leaves, or joins the Scheme, or you leave your employment, your gap policy will be re-rated.

## **12. Policy benefits**

- 12.1. The Discovery Gap Cover policy is an indemnity policy. Therefore, if you, or any person covered under this policy, enjoys similar policy benefits under other gap cover policies with any other insurer, then we shall be entitled to pro-rate benefit payments under this policy with the benefit payments from the other insurer or claim any payments made to you in excess of the indemnity.
- 12.2. Any claim payments made to you in excess of the indemnity must be repaid back to us. This may happen automatically through our systems, or we may request a manual payment into our bank account.
- 12.3. In the event that a claim is reprocessed by the Scheme after the said claim was previously paid in terms of your Discovery Gap Cover policy contract, and the reprocessing results in the claim being paid in full by the Scheme, we may request the repayment of such claim or we may offset such claim against any future claims.
- 12.4. Policy benefits will become due as specified in your policy guide, in instances where the Scheme has approved such healthcare services for funding but shortfalls in Scheme cover still arise.
- 12.5. The amount paid in terms of this policy will never exceed the total amount claimed by the provider of the healthcare service or the rate the Scheme has agreed with the provider of the healthcare service.
- 12.6. As required by legislation, all policy benefits paid out of the Discovery Gap Cover policy are subject to an overall annual limit of R175 000 per person per year.
- 12.7. Policy benefits will always be paid directly to the policyholder, into the bank details specified by you.

## **13. Policy administration**

- 13.1. You know and understand that the premiums in respect of the Discovery Gap Cover policy will be re-rated annually by us effective 1 January every year. The re-rating of premiums is based on the claims experience of the group. We further reserve the right to adjust premiums partway through the year if the terms or conditions of the policy were to change, if the oldest member on the Scheme plan joins or leaves the Scheme, if there are changes to your Scheme plan, or if your employment is terminated with an employer through whom you received preferential premium rates.
- 13.2. It is a condition of the policy that all members/dependants recorded on your Scheme are also recorded on this policy. Therefore, if a new dependant is added to your Scheme, that new dependant will automatically be added to this policy, and you will be notified to submit information such that we may underwrite the new dependant. Until we have received all underwriting documents and requirements in respect of that new dependant, that dependant will be underwritten as if they were a high-risk applicant. This means that we will apply all waiting periods to this dependant and this dependant will therefore receive limited benefits until that dependant's medical information is received. We will not backdate cover in instances where the information is not received timeously.
- 13.3. We may obtain information about yourself, your dependants, and in some cases, your employees on the Scheme, from anyone, which could be any doctor or medical practitioner you have consulted with. You also authorise and instruct the person, with the information to give the information to us. We may share your health information with your financial adviser during any underwriting process. The consent given to obtain and share your health information continues after your death.
- 13.4. You can change from the Discovery Gap Comprehensive option to the Discovery Gap Core option at any time, with 30 days' written notice. The change will become effective from the first day of the following month after the 30 day notice period.
- 13.5. You can apply for an upgrade from your Discovery Gap Core option to the Discovery Gap Comprehensive option at any time, with 30 days' written notice. Once we have received such notice, you will then need to complete the medical questions in the application form, whereupon underwriting will apply and we may apply waiting periods. The upgrade and any applicable waiting periods will become effective the first day of the following month after the finalisation of your application.
- 13.6. Discovery Gap Cover – the maximum commission payable is up to 20% of the monthly gap cover premium value; for as long as the policy is active.

## **14. Submission of a claim**

- 14.1. In the event a claim is made by you or a life assured under your Scheme plan and such claim satisfies the criteria to make a claim under this Discovery Gap Cover policy, we will automatically make a claim against this policy on your behalf. In this regard, you give us authority to make and administer such claim on your and any other lives assured's behalf. You therefore do not need to submit the claim to Discovery Gap Cover yourself and we will not accept any claims that have not first been accepted and processed by the Scheme.
- 14.2. The proceeds of any benefits admitted by us under this policy will be paid directly to you.

## **15. Exclusions, waiting periods and benefit limits**

- 15.1. Any and all exclusions, rejections, plan and benefit rules, limits and restrictions imposed by the Scheme shall automatically apply to this policy too. You confirm that you are aware of and understand the benefit limits and exclusions imposed by the Scheme. This means that there will never be an instance where a claim under this policy will be considered if a simultaneous claim has not been considered by the Scheme;
- 15.2. The following claims do not qualify to be paid from Discovery Gap Cover (including but not limited to):
  - 15.2.1. Any claim not first processed by the Scheme;
  - 15.2.2. Any claim where the Discovery Gap Cover limits have been reached;
  - 15.2.3. Tariff codes other than procedure and consultation codes recognised by the Scheme;
  - 15.2.4. Shortfalls in Prescribed Minimum Benefit (PMB) claims resulting from a voluntary admission to a non-Designated Service Provider (non-DSP) i.e. a healthcare provider not in the Scheme's network;
  - 15.2.5. Any in-hospital claim without an approved hospital admission and/or where you did not receive a hospital authorisation number from the Scheme; except for approved dentistry healthcare services performed in-hospital by a specialist where the admission is not subject to a Scheme hospital authorisation, but where the Scheme ordinarily approves funding of the specialist claim from its risk benefits;
  - 15.2.6. Any claim designated by the Scheme as an out-of-hospital claim, unless specified as an approved out-of-hospital claim that qualifies for funding from the Gap Comprehensive policy's Benefit Extenders, as specified in your policy guide;
  - 15.2.7. Any claim other than claims as specified in your policy guide, where shortfalls still arise after the Scheme has approved such healthcare services for funding.
  - 15.2.8. Any claim for healthcare services outside the Republic of South Africa, including any claim submitted in any currency other

- than ZAR (South African Rands), except for shortfalls on approved, international, emergency medical claims resulting from the member's claims exceeding the international travel benefit limits specified by the Scheme, where such shortfalls shall be covered as part of the Travel Benefit Extender available on the Discovery Gap Comprehensive option;
- 15.2.9. Any claim where you are treated by healthcare providers other than specified in your policy guide;
  - 15.2.10. Any claim related to any weight-loss surgery;
  - 15.2.11. Any dentistry claim performed in-hospital by a specialist that paid from your medical scheme plan's day-to-day benefits (Medical Savings Account / Above Threshold Benefit);
  - 15.2.12. Any co-payment applicable to MRI/CT scans or endoscopies of the digestive tract (gastrosopies, sigmoidoscopies, proctoscopies and colonoscopies) that paid in full by the Scheme from the Above Threshold Benefit (ATB);
  - 15.2.13. Any oncology claim where the treatment is defined as novelty (new technology) treatment in oncology by the Scheme;
  - 15.2.14. Any claim not funded by your Scheme, for reasons including, but not limited to the claim not being paid because:
    - 15.2.14.1. You exceeded your benefit limits. Once you reach your Scheme's benefit limits, your cover stops;
    - 15.2.14.2. It is defined as a deductible or co-payment by your Scheme, except for defined deductibles and / or co-payments specified for cover on the Discovery Gap Comprehensive option, as explicitly detailed in your policy guide. These are:
      - 15.2.14.2.1. MRI/CT scans and endoscopies of the digestive tract (gastrosopies, sigmoidoscopies, proctoscopies and colonoscopies) for medical scheme plans with a Medical Savings Account, where any applicable waiting periods applicable to the Gap Cover policy have duly expired;
      - 15.2.14.2.2. Deductibles that apply to approved emergency out-of-hospital claims applicable to the Scheme's International Travel Benefit.
  - 15.2.15. It is defined as a Scheme exclusion;
  - 15.2.16. It relates to a waiting period applied by your Scheme;
  - 15.2.17. It doesn't satisfy the Scheme's claims billing requirements;
  - 15.2.18. The claim is not recognised as valid by your Scheme.
  - 15.2.19. Any claim related to a waiting period applied to this policy. The following waiting period/s may apply:
    - 15.2.19.1. Should you or any lives assured on this policy have a pre-existing medical condition at the time of applying for this policy, or at the time of applying for an upgrade from your existing Discovery Gap Core option to a Discovery Gap Comprehensive option, any claims related directly or indirectly to the treatment of this condition will be excluded from cover during the first 12 months of the policy contract, commencing from effective date of inception or effective date of upgrade hereof, as the case may be;
    - 15.2.19.2. A 3-month automatic general waiting period will apply to every life assured from their effective date of inception or effective date of upgrade of this policy, as the case may be, for any and all healthcare services or treatments, except defined medical emergencies;
    - 15.2.19.3. Any claims for the treatment of pregnancy and childbirth, endometrial ablations, hysterectomy, joint replacements, scopes (all minimally- invasive scopes, such as endoscopies, hysteroscopy, arthroscopy etc.), cataracts, cholecystectomy, wisdom teeth, orthognathic surgery, dental implants, tonsillectomy, grommets, adenoids, nasal procedures, hernia procedures and reflux surgery are automatically excluded from cover for every life assured during their first 12 months of the policy contract, commencing from effective date of commencement or effective date of upgrade hereof, as the case may be.
    - 15.2.19.4. We reserve the right not to apply the waiting periods mentioned in 18.