Discovery Gap Cover General terms and conditions 2027

1. Annexure 1 - Terms and Conditions

1.1. **"Age at Entry"** is the age that the oldest member on your plan will turn at their next birthday after the Discovery Gap Cover application.
1.2. **"Application"** is this form you complete and sign. Together with the policy schedule and policy guide, it forms the basis of the policy contract.
1.3. **"Child"** means a person registered as such on the Scheme.
1.4. **"Claimant"** means any person making a claim for a benefit under the policy.
1.5. **"Dependant"**, including an adult dependant, child or spouse, means a person registered as such on the Scheme.
1.6. **"Downgrades"** means Scheme plan movements from an Executive or Classic or equivalent plan to an Essential or Coastal or equivalent plan.
1.7. **"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.
1.8. **"Lives assured"** means you, your spouse, your child, and your dependants who are covered as indicated on your policy schedule.
1.9. **"Main applicant and/or Main Member"** is the main member on the Scheme and the person completing this application.
1.10. **"Medical specialist"** means a medical practitioner who has been appropriately registered as a specialist with the Health Professionals Council of South Africa.
1.11. **"Non-assured entity"** means any person indicated in your policy schedule that is not covered or is not entitled to any benefits.
1.12. **"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.
1.13. **"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.
1.14. **"Policyholder"** means the natural person named as such in the policy schedule.
1.15. **"Scheme"** means Discovery Health Medical Scheme.
1.16. **"Spouse"** means a person registered as such on your Scheme.
1.17. **"Upgrade"** means an application to move from the Discovery Gap Active option to the Discovery Gap Core option or to the Discovery Gap Comprehensive option or to the Discovery Gap 500 Plus Pro option.
1.18. **"Waiting period"** means a period during which a policyholder is not entitled to claim a policy benefit.
1.19. **"We"**, **"us"** and **"our"** refers to:
Discovery Insure Limited (registration number 2009/011882/06) 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.
1.20. **"You"** and **"your"** refers to you as the policyholder and includes your dependants.
1.21. **"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

2.1. 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.
2.2. Membership of the KeyCare Plan or its equivalents does not qualify you for application for the policy.
2.3. 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

3.1. **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 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.
3.2. **Acceptance of standard terms and conditions and conduct of business**
3.2.1. 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.
3.2.2. 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.

Discovery Gap Cover is a non-life insurance policy, underwritten by Discovery Insure Ltd, registration number 2009/011882/06, a licensed insurer and an authorised financial services provider. This is not a medical scheme and the cover is not the same as that of a medical scheme. This policy is not a substitute for medical scheme membership.

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

3.3. **Confirmation of contract terms and 31 day cooling off period**

3.3.1. 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 31-day period then the policy will be immediately cancelled and any premiums will be refunded to you.

3.4. **License and authorities**

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

3.4.2. 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.

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

3.5.1. When you engage with Discovery, you are entrusting us with your personal information. We are committed to protecting your right to privacy and keeping your information safe. Our Privacy Statement tells you how we collect, use and share your personal information, including personal information about your spouse, employees, dependants, beneficiaries and lives assured, where applicable.
You can view and read our Privacy Statement on our website or follow this path:**www.discovery.co.za** and scroll to the bottom of the screen. Under 'ABOUT US' click on the Privacy link.
By signing this application form and its annexures, you agree to, and understand, the terms and conditions of the contract and our **Privacy** Statement.

3.6. **Premiums**

3.6.1. 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.

3.6.2. 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.

3.6.3. 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:

3.6.3.1. Any credit bureau;

3.6.3.2. Any life assurance or credit provider's industry association; Any other association of an industry in which we operate;

3.6.3.3. 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.

3.6.4. Your Discovery Cap Cover premium will depend on which Discovery Gap Cover option you choose, the medical scheme plan that you are on, and the age that the oldest member on your plan will turn at their next birthday after the application. If the oldest person leaves, or joins the Scheme, or you leave your employment, your gap policy will be re-rated.

3.7. **Intermediaries**

3.7.1. You hereby give your financial adviser authority to deal with you policy on your behalf.

3.7.2. It may be that the financial adviser recorded by us in respect of your Scheme membership 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.

3.8. **Cession**

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

3.9. **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.

3.10. **Qualifying criteria**

3.10.1. 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).

3.10.2. 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.

3.10.3. 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.

3.11. **Policy benefits**

3.11.1. The Discovery Gap Cover policy is an indemnity policy. Therefore, if you, or any person covered under this policy, enjoys similar policy benefits under 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.

3.11.2. 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.

3.11.3. 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.

3.11.4. 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.

3.11.5. 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.

3.11.6. As required by legislation, all policy benefits paid out of the Discovery Gap Cover policy are subject to an overall annual limit of R226 881 per person per year.

3.11.6.1. If you are on the Discovery Gap Active plan and incur the R8050 procedural deductible on your health membership, this will be covered on Discovery Gap Active subject to funds available in the Discovery Gap Cover overall annual limit of R226 881.

3.11.7. Policy benefits will always be paid directly to the policyholder, into the bank details specified by you.

3.12. **Policy administration**

3.12.1. 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.

3.12.2. 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 received limited benefits until that dependant's medical information is received. We will not backdate cover in instances where the information is not received timeously.

3.12.3. 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 you financial adviser during any underwriting process. The consent given to obtain and share your health information continues after your death.

3.12.4. You can change from the Discovery Gap 500 Plus Pro option to the Discovery Gap Comprehensive option to the Discovery Gap Core option or the Discovery Gap Active option at anytime, with 30 day's written notice. The change will become effective from the first day of the following month after the 30 day notice period.

3.12.5. You can apply for an upgrade from your Discovery Gap Active option or your Discovery Gap Core option to the Discovery Gap 500 Plus Pro option to the Discovery Gap Comprehensive option at any time, with 30 days' written notice.

3.12.6. 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.

3.13. **Submission of a claim**

3.13.1. 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 a 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.

3.13.2. The proceeds of any benefits admitted by us under this policy will be paid directly to you.

3.14. **Exclusions, waiting periods and benefit limits**

3.14.1. 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.

3.14.2. The following claims do not qualify to be paid from Discovery Gap Cover (including but not limited to):

3.14.2.1. Any claim not first processed by the Scheme:

3.14.2.2. Any claim where the Discovery Gap Cover limits have been reached:

3.14.2.3. Tariff codes other than procedure and consultation codes recognised by the Scheme;

3.14.2.4. 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;

3.14.2.5. 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;

3.14.2.6. 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 Discovery Gap 500 Plus Pro and the Discovery Gap Comprehensive policy's Benefit Extenders, as specified in your policy guide;

3.14.2.7. 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.

3.14.2.8. 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 500 Plus Pro option and on the Discovery Gap Comprehensive option;

3.14.2.9. Any claim where you are treated by healthcare providers other than specified in your policy guide;

3.14.2.10. Any claim related to any weight-loss surgery;

3.14.2.11. 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);

3.14.2.12. Any oncology claim where the treatment is defined as novelty (new technology) treatment in oncology by the Scheme;

3.14.2.12.1. You exceeded your benefit limits. Once you reach your Scheme's benefit limits, your cover stops;

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3.14.2.12.2. 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 500 Plus Pro option and on the Discovery Gap Comprehensive option, as explicitly detailed in your policy guide. These are;

3.14.2.12.2.1. MRI/CT scans and edoscopies of digestive tract (gastroscopies, sigmoidoscopies, proctoscopies and colonoscopies) for medical scheme plans with a Medical Savings Account, where any applicable waiting periods applicable to the Discovery Gap Cover policy have duly expired;

3.14.2.12.2.2. Deductibles that apply to approved emergency out-of-hospital; claims applicable to the Scheme's International Travel Benefit.

3.14.2.13. It is defined as a Scheme exclusion;

3.14.2.14. It relates to a waiting period applied by your Scheme;

3.14.2.15. It doesn't satisfy the Scheme's claims billing requirements;

3.14.2.16. The claim is not recognised as valid by your Scheme.

3.14.2.17. Any claim related to a waiting period or an exclusion applied to this policy. The following exclusions and waiting period/s may apply:

3.14.2.17.1. Should you or any life 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 Active option or Discovery Gap Core option or Discovery Gap Comprehensive to a Discovery Gap 500 Plus Pro 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;

3.14.2.17.2. 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;

3.14.2.17.3. 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;

3.14.2.17.4. We reserve the right not to apply the waiting periods mentioned in 1.18.

3.14.2.17.5. Waiting periods may be waived in the following instances if proof of cover can be provided:

3.14.2.17.5.1. If a member completed their waiting periods on a previous gap cover policy, and less than 90 days have passed since withdrawing from that policy and applying for Discovery Gap Cover.

3.14.2.17.5.2. If a member's waiting periods have not expired at the time of applying for Discovery Gap Cover and have less than a 90-day break, we may impose the balance of the waiting periods.

3.14.2.18. Any claims related to pregnancy and childbirth over the entire term of the Discovery Gap Active policy.

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