



UNIVERSITY OF WESTERN CAPE (UWC)

NEEDLESTICK POLICY/HIV-AIDS POLICY

(COVER CONDITIONS 2003)

DATE OF LAST APPROVAL: 2003



UNIVERSITY of the
WESTERN CAPE

A place of quality, a place to grow, from hope to action through knowledge

SUMMARY OF COVER & CONDITIONS

INSURED: UNIVERSITY OF THE WESTERN CAPE

PERIOD: 1 NOVEMBER 2002 TO 30 OCTOBER 2003

COVER: HIV POSITIVE/NEEDLESTICK INJURY

LIMIT: (i) Anyone person -R50 000
(ii) Anyone period -3 x 80% of Annual Premium

Premium: R556 x R60.00 per month
Total Annual Premium: R400 320.00 (incl. VAT)
Number of Insured Persons: 556 (named basis)

COVER CONDITIONS

The number of persons (556) is based on the lists handed to us in May 2002.

Facilities included are: Dentistry, Physiotherapy and Community Health Department.

Any change in this list must be submitted to the insurers immediately.

The injured person must test negative for HIV within 48 hours of the event giving rise to the claim, and then test positive 180 days after the incident that gave rise to the claim. A Pathology laboratory registered by the Medical Council of South Africa must conclude the tests.

Notice must be given to the insurers in writing within 7 (seven) days of any occurrence that may give rise to a claim.

The insurers shall not be liable for any claim if the HIV diagnoses on the first testing proves positive, or if the HIV diagnosis on the second testing proves to be negative.

HIV POSITIVE POLICY WORDING

PREAMBLE

Whereas the insured named in the Schedule has applied to the Company for the insurance described herein the Company hereby agrees to provide such insurance subject to:

- a) any proposal or other information supplied by or on behalf of the Insured Person disclosing all facts that are material to the insurance and known to the Insured Person and forming the basis of this insurance.
- b) the terms, conditions, provisions, and exceptions set out herein or contained in any endorsement attached hereto or subsequently included in this policy.
- c) the payment of the premium as stated herein

OPERATIVE CLAUSE

Should an Insured Person / Life Assured be diagnosed as HIV+ after a standard test and 30 days (thirty) after Inception of the relevant Certificate under this Policy, the Insurers shall pay the Insured Person / Life Assured, as Compensation, the sum stated in the Schedule.

If the Insured Person / Life Assured suffers from any illness which is considered by his/her Medical Practitioner or by the Chief Medical Officer of the Insurance Company to be a manifestation of the Acquired Immunodeficiency Syndrome (AIDS), such diagnosis shall not be deemed to constitute prima facie evidence, until proven by a confirmed positive standard test, that the Insured Person / Life Assured is HIV+.

DEFINITIONS

HIV+ being infected by any Human Immune-deficiency Virus, using any appropriate test specified by the Insurer at the time, provided that the infection can be shown to the Insurer's satisfaction to be acceptable at the Insurer's sole discretion.

Diagnosis means: First diagnosis by a registered medical practitioner, supported by clinical and laboratory evidence acceptable to Insurers.

Insured Person means: The person or persons specified in the Schedule.

Insured Event: Compensation as set out in the Schedule will be paid to the Insured Person should the Insured Event take place during the period of Insurance.

The Schedule is part of this Policy and sets out details of the Premium, Insured Person, Sums Assured and Period of Insurance

PROVISOS

Insurers shall be obliged to compensate an Insured Person only once under this Policy. Should an Insured Person be paid Compensation for HIV+, that Insured Person's cover under this policy lapses and cannot be reinstated.

No claim shall lie against the Insurer if the Insured does not survive for a period of 30 (thirty) successive days after first Diagnosis 01: HIV+ (as defined).

The Insured Person shall only be covered under this Policy whilst the Insured Person remains employed by the Assured (Employer).

The Insurer shall not be liable for any claim not reported within 7 days of diagnosis.

The Insurer shall not be liable for any claim if the HIV diagnosis on the **second** testing proves to be **Negative**.

The Insured is to undergo a compulsory HIV test prior to inception

EXCLUSIONS

In respect of Diagnosis of the Insured Event no Compensation shall be payable if a first positive Diagnosis is made within 180 (one hundred and eighty) days of the inception of the Policy.

In respect of the Insured Event no Compensation shall be payable if the Insured Person had a positive diagnosis made prior to the inception of this policy.

The Insurers shall not be liable to pay Compensation for Diagnosis of HIV+ in respect of any Insured Person: - under age 16 or over age 65 years of age.

- as a result of the influence of alcohol or drugs intravenous or subcutaneously, or narcotics upon an Insured Person unless administered by a member of the medical profession (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the Insured Person).
- as a result of drug addiction or dependency.
- as a result of participation in any riot, civil commotion or public disorder, war, invasion, act of foreign enemy (whether declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

The insurer shall not be liable to pay Compensation to the Insured Person unless the Medical Adviser appointed by the Insurer for the purpose shall be allowed so often as may be deemed necessary to make an examination of the Insured Person and their medical records.

EFFECTIVE DATE. POLICY TERM AND TERMINATION

This Policy takes effect for a period of one month commencing on the date stated in the Schedule. The Policy may be renewed, subject to the consent of the Company, for further consecutive months subject to payment of the monthly premium.

TERMINATION BY THE COMPANY

The Company may give 30 days written notice of termination of the Policy to the Insured at his or her last known address. Such termination shall become effective in respect of all Insured Persons on the date specified in such notice.

AUTOMATIC TERMINATION

Cover in respect of an Insured Person shall termination immediately on the first of the following dates:

- 1) on the day before the Insured Person attains the age of 65 years or
- 2) on the death of the Insured or
- 3) when an Insured Person is confirmed HIV Positive in accordance to the criteria laid out in the claims procedure.
- 4) upon the non-payment of premium as set out below.

EFFECTIVE TIME OF TERMINATION

This Policy and all Insurance hereunder shall terminate at 00h01 South African time on the relevant date provided for in this Policy.

PREMIUM POSITION UPON TERMINATION

If Premium has been paid for any period beyond the date of termination of this Policy, the relevant proportion thereof shall be refunded by the Company.

TERMINATION BY THE INSURED

If the Insured gives notice in writing to the Company to terminate cover in respect of the Policy as a whole, such termination shall become effective on the date notice is received or on the date specified in such notice, whichever is later.

TERMINATION FOR NON-PAYMENT

If a monthly premium debit is dishonoured, and if a reapplication to the Bank or Credit Card organisations it is dishonoured a second time, all cover under this Policy shall cease at 24h00 hours on the last day for which the premium has been paid.

If no premium is paid within two months of the effective date of this Policy the insurance will be void and of no effect.

CONDITIONS

Interpretation

This Policy, including the Policy Schedule and Application Form, and the endorsement, amendment and attached papers, if any, shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear that specific meaning wherever it may appear. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment thereon or attached thereto.

Jurisdiction

The parties hereto agree that only the Courts of the Republic of South Africa shall have jurisdiction in respect of any matter arising out of this Insurance and no one claiming under this Policy shall be entitled to sue in any Court other than the Courts in the Republic of South Africa having the appropriate jurisdiction.

The parties agree that no jurisdiction given by any Court other than a South African Court shall be binding on anyone of them

Governing Law

This Policy shall be governed by and interpreted in accordance with the Law of South Africa.

Misstatement or Fraud

Any statement made by Insured in the Application Form or any statement made by the Insured or an Insured Person concerning any claim, which is an intentional misstatement of fact and constitutes a fraud shall result in the Company's right to terminate this Policy ab initio.

If any claim made under this Policy shall be in respect fraudulent or if any fraudulent means or devices shall be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy. The Company shall be under no liability in respect of such claim and shall be entitled to terminate this Policy immediately.

Arbitration

If any dispute or differences arises between the Company and the Insured person concerning any matter arising out of this Policy, such dispute or difference may, if both parties agree, be referred to arbitration in accordance with the provisions of the Arbitration Act No. 42 of 1965 and any statutory modification or re-enactment thereof then in force.

Notice of Trust or Assignment

The Company shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy or any Benefit payable there under.

Legal Action

No action shall be brought to recover on this Policy prior to the expiration of sixty days after written proof of claim has been filed in accordance with the requirements of this Policy nor shall such action be brought at all unless instituted within one hundred and eighty days from the expiration of the time within which proof of a claim is required.

In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within twelve months after such disclaimer or, in the case of arbitration taking place, within twelve months after the Arbitrator shall have made his award, all benefits under this Policy in respect of such claim shall be forfeited.

Payment of Benefit

Benefit payable under this Policy shall be paid to the Insured Person or to the Insured Person's personal representative.

Any receipt which the Insured Person or anyone acting on the Insured Person's behalf or his or her personal representative(s) may give to the Company for benefits

payable under Policy shall be deemed a final and complete discharge of all liability of the Company in respect of such Benefit.

Interest

No amount payable under Policy shall carry interest.

Changes in Premiums and Conditions

The Company reserves the right to change or increase premiums from time to time or to amend the terms, conditions and exclusions of cover in respect of all Policies issued under Plan, subject to 30 days notice in writing.

Currency

Premiums and benefits payable under this Policy shall be paid in the Republic of South Africa and in South African Rands only.

Clerical Error

A clerical error by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance not otherwise validly in force.

Claims

Notice must be given to the Company in writing within 7 days of any occurrence, which may give rise to a claim under this Policy.

All certificates, information and evidence required by the Company shall be furnished in the form prescribed and without expense to the Company. The Insured Person shall submit to medical examination on behalf of and at the expense of the Company as often as shall be required in connection with any claim. The Insurers shall have the right to have a post mortem examination of the body.

After any occurrence for which Compensation may be payable under this policy. The Insured Person shall when reasonably required by the Company so to do, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Condition is complied with to their satisfaction.

Qualified medical advice shall be sought followed promptly on such occurrence and the Company shall not be liable for any claim which in the opinion of their medical advisor arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

The liability of the Company under this Policy shall be conditional on the observance by the Insured Person, insofar as is appropriate, of the terms and conditions and endorsements herein and the truths; of the statements in the application forms which are the basis of and form part of this contract.

Liability of the Company will only be met if the claimant tests HIV Negative within 48 hours of the incident giving rise to the claim, and then HIV Positive three months after the incident which gave rise to the claim.

Age

If the age of any Insured Person has been misstated, all amounts payable under this Policy shall be the benefits which the premium paid would have purchased if the correct age had been stated. In the event that the age of any Insured Person has been misstated and, if according to the correct age of the Insured Person, the coverage provided by this Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, the Company's liability shall be limited to the refund, upon demand, of all premiums paid for the period not covered by this Policy.

Notice of Right to Examine your Policy

You have the right to examine this Policy at your leisure for 14 (fourteen) days from the time you receive it. You may return it for cancellation, without obligation, if during this period you find it is not what you want. Merely return the schedule to us marked "please cancel: with your signature and we will cancel it and refund you any premium which may have been paid.