



BRONZE

Terms and Conditions | 2022



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MEDICAL HEALTH INSURANCE, EMERGENCY EVACUATION, REPATRIATION AND MEDICAL EXPENSE PROGRAMS

This Agreement provides **Members** with medical and personal services in cases of Acute Illness and/or Bodily Injury, whilst resident or travelling in sub-Saharan Africa or, alternatively, whilst resident in sub-Saharan Africa and for travel worldwide (excluding USA/Canada and South America) or, alternatively, subject to the limitations of each health scheme as set out in the Table of Benefits attached at the end of this Agreement.

The following terms, conditions and exclusions shall govern the provision of assistance by **Specialty Emergency Services** to **Members** in terms of the Agreement entered into between **Specialty Emergency Services** and the **Member**, and these terms, conditions and exclusions shall be read with and deemed to be incorporated in the Agreement, which shall apply hereto.

1. DEFINITIONS

For the purposes of this Agreement:

- 1.1 “Specialty Emergency Services” or “SES” refers to Specialty Emergency Services Limited. Registered company number 36581 (PACRA, Zambia). Postal address: Specialty Emergency Services, P. O. Box 30337, Lusaka, Zambia. Physical Address: Plot 335, Cnr Kafue Rd & Mahogany Dr. Lilayi, Lusaka.
- 1.2 “**The Territory**” shall mean the sub-Saharan Continent, south of the 15N latitude.
- 1.3 “**Medical Emergency**” shall mean any incident resulting in Bodily Injury or Acute Illness as defined herein, where, in the opinion of Specialty Emergency Services, the Member requires urgent hospitalisation and treatment.
- 1.4 “**Diagnosis Referral**” if a Member requires referral for an illness that is not clearly covered by the definitions contained in these terms, Specialty Emergency Services may (if requested) arrange a consultation with an appropriate specialist.
- 1.5 “**Acute Illness**” shall mean any sudden and unforeseen deterioration of health which is potentially life-threatening and which first declares itself during the Membership Period.
- 1.6 “**Bodily Injury**” shall mean any accidental, sudden, unforeseen and severe or violent physical injury which is potentially life-threatening and occurs at an identifiable time and place during the Membership Period.
- 1.7 “**Assistance**” shall mean the services provided by Specialty Emergency Services and referred to in clause 3 below.
- 1.8 “**Member(s)**” shall mean the person(s) named on the Application Form and Notification of Membership, such person(s) having been accepted for membership and having paid the required subscription.
- 1.9 “**Membership Card**” shall mean the membership card which identifies the Member and states the Member's number, names of the Member, type of health plan and expiry date.
- 1.10 “**Subscriptions**” shall mean the amount due and payable by the Member under the terms and conditions of the Agreement with Specialty Emergency Services. Subscriptions will vary and may or may not be determined by the member's claims history.
- 1.11 “**Doctor**” shall mean a person who:
 - a. is a registered medical practitioner who is duly qualified and licensed to practice medicine;
 - b. is acting within the scope of his/her license;
 - c. is not the Member or part of the Member's immediate family.
- 1.12 “**Relocation**” shall mean transporting the Member from one medical facility to a medical facility deemed more appropriate by Specialty Emergency Services, as the result of a Medical Emergency.
- 1.13 “**Repatriation**” shall mean the return of the Member to their country of residence, following a Medical Emergency.
- 1.14 “**Minor**” shall mean a person under the age of 21.
- 1.15 “**Dependant**” shall mean a child, spouse, parent or any person declared as a Dependant by the Member.
- 1.16 “**Receiving Physician**” shall mean a Specialist, Medical practitioner or institution receiving a referred member.
- 1.17 “**Force majeure**” shall mean an event which is beyond the reasonable control of a policy holder and which makes the provision of services impossible and shall include wars, invasions, pandemics, acts of foreign enemies, revolutions, riots, civil commotion, rebellion, insurrection or sabotage, explosions, floods, major fires, earthquakes or other exceptional natural calamities and exceptional acts of God or any change in law in force in the country.
- 1.18 “**Child**” shall mean a person under the age of nineteen (19).
- 1.19 “**The Parties**” shall mean Specialty Emergency Services and the Member.



1.20 **"Agreement"** shall mean this Agreement.

1.21 **"Residence"** shall mean the address and country at which the Member is normally resident within the Territory which is included within the membership card and was provided on application to Specialty Emergency Services. No change in address shall be incorporated within the terms of the Agreement unless Specialty Emergency Services has been notified and has agreed in writing.

1.22 **"Worldwide"** shall mean all countries worldwide, excluding USA/Canada/South America.

1.23 **"Life Threatening"** shall mean any Acute Illness or Bodily Injury that is deemed immediately life- or limb-threatening by Specialty Emergency Services.

1.24 **"Fare-Paying Passenger"** shall mean a passenger on a commercial aircraft in an economy seat.

1.25 **"Application Form"** shall mean the completed application, detailing personal details, updated contact information and medical details and original signature.

1.26 **"Sporting Activity"** shall include both official organised events and casual, unofficial events or activities.

1.27 The headings appearing in this Agreement have been used for reference purposes only and shall not affect its interpretation.

1.28 Unless the context clearly indicates the contrary intention:

1.28.1 words in the masculine gender shall include the feminine and vice versa;

1.28.2 the singular shall include the plural and vice versa.

2. DURATION AND APPLICATION

2.1 Membership will only be valid for the period specified on the Membership Notification and Membership Card unless the membership is cancelled by either the Member or Specialty Emergency Services during the specified period, whichever occurs first.

2.2 Application for membership, including the medical questionnaire of Specialty Emergency Services, on behalf of the Member and/or their family, must be completed in full and signed by the Member or their legal representative.

2.2.1 All particulars so declared are deemed to be certified to be correct by the Member's signature or that of their legal representative.

2.2.2 In case of false declaration and/or omissions, the Agreement is null and void and all Subscriptions will be forfeited and any claim shall be repudiated.

2.3 Minors are not eligible for individual membership.

2.3.1 A Minor may benefit from a guardian and/or parent's membership upon a parent's acceptance of individual membership and that of a Dependant. An application for any Dependant will require completion of a new application form.

2.4 Specialty Emergency Services will not commence cover for a new dependant, whether spouse, partner or child, until the Member's application for that new dependant has been accepted, and until payment of all Subscriptions has been received.

2.5 Specialty Emergency Services reserves the right to decline any application, including that of a new dependant, at Specialty Emergency Services' sole discretion and without justification.

2.6 The Member agrees and undertakes to subscribe for the services provided herein at the subscription fees stipulated on the application form, invoice or quotation and agrees to be bound by the terms, conditions and exclusions hereof.

2.7 Upon acceptance by Specialty Emergency Services of the Member's application and receipt of full payment of Subscriptions and issue of a Membership Card & Membership Notification, Specialty Emergency Services undertakes to perform its obligations, including the provision of Assistance as herein defined, to the Member in the event of Bodily Injury or Acute Illness, subject to the terms, conditions and exclusions contained herein.

2.8 Upon receipt of the application from the Member, Specialty Emergency Services shall be entitled to decline such application and its decision shall be final and binding and Specialty Emergency Services shall not be required to furnish or substantiate its reasons for declining any such application.

2.9 The Member undertakes to pay all the Subscriptions on application or by the renewal date.

2.9.1 Failure to comply with this will result in the automatic termination of the Member's medical cover.

2.9.2 This termination will coincide with the initial date of the application or renewal.

2.9.3 Membership expires at midnight, Central African Time, on the last day of the subscription period.

2.9.4 It is not the duty of Specialty Emergency Services to notify the Member of membership expiry.

2.9.5 Reinstatement upon subsequent receipt of the subscription shall warrant reapplication of general exclusions with effect from the date of reinstatement.

2.10 No Member will have automatic right to cover with Specialty Emergency Services.

2.11 At each renewal date, Specialty Emergency Services reserves the right to alter or discontinue the benefits, terms, conditions and subscriptions of this medical



health plan and will notify the Member, by email or postal address, of such changes prior to the renewal date.

2.11.1 A Member shall provide a working email or current physical address for the sole purpose of receiving notices.

2.11.2 Notices sent to the provided address shall be deemed as received and acknowledged by the member.

2.11.3 Failure to open any notice and/or mail for whatever reason shall not invalidate the alterations.

2.11.4 A copy of the current terms and conditions is available on the Specialty Emergency Services website, www.ses-unisure.com/health/.

2.12 The Specialty Emergency Services price list and loading percentages are a guide only and are in no way binding. Specialty Emergency Services reserves the right to adjust prices for each membership application or renewal.

2.13 Renewing members are entitled to request a no-claims discount if no medical claims have been processed in the preceding membership year. The no-claims discount will be applied to the member's correct age band. This incentive does not apply if there has been a lapse in membership.

2.14 The Specialty Emergency Services reserves the right to decline or accept any request made by a member.

3. REMOTE MEDICAL ADVICE

3.1 Should the Member require medical advice or Assistance, they or their representative may telephone the Specialty Emergency Services Call Centre where Specialty Emergency Services medical personnel will advise the Member on the necessary action they should take, depending upon the circumstances as described to Specialty Emergency Services.

3.1.1 Such advice may include particulars of the nearest doctor or hospital for consultation or admission.

3.1.2 It should be noted that a telephone conversation may not permit accurate diagnosis and this service shall be considered as advisory only.

3.1.3 Specialty Emergency Services shall therefore not be liable for any claims arising out of or in connection with the advice rendered by the Call Centre remotely.

4. EMERGENCY MEDICAL REFERRAL

Specialty Emergency Services may refer the Member to a doctor or hospital for emergency treatment.

4.1 Acceptance of a referral by a member relieves Specialty Emergency Services of any liability, responsibility and/or care.

4.2 Once a member is referred to a receiving physician, Specialty Emergency Services' duty of care ends at the point of referral.

5. EMERGENCY MEDICAL ASSISTANCE INVOLVING EVACUATION RELOCATION AND REPATRIATION

5.1 In the event of a Medical Emergency where Specialty Emergency Services consider the medical services available to that member to be inadequate or should the attending doctor, in agreement with Specialty Emergency Services, recommend hospitalisation of a kind not available in the Member's locality, then Specialty Emergency Services will arrange, monitor, supervise and pay for the following services, subject to approval by Specialty Emergency Services:

5.1.1 the Evacuation of the Member to one of the nearest appropriate hospitals; and/or

5.1.2 the Relocation, with or without medical supervision, by any means considered by Specialty Emergency Services to be suitable (including air ambulance, chartered or commercial flight, or road transport), to a hospital more appropriately equipped for such Bodily Injury or Acute Illness; and/or

5.1.3 the Repatriation, including road ambulance transfers, to and from the airports with necessary medical supervision to an appropriate hospital or other healthcare facility near the Residence of the Member, provided that the Member's medical condition permits such actions.

6. DISPATCH OF A SPECIALTY EMERGENCY SERVICES MEDICAL PRACTITIONER

6.1 At the discretion of Specialty Emergency Services and with due regard to the Member's condition and where Repatriation and/or Evacuation is inadvisable, a medical practitioner may be dispatched to make an on-site evaluation of the Member's condition, to determine their suitability for evacuation and to collaborate with the attending doctor and arrange for the Member's eventual Evacuation or Repatriation.

7. REPATRIATION FOLLOWING EMERGENCY TREATMENT

7.1 After the discharge of the Member from the hospital where the Member may have been admitted or transferred, as provided for in these terms and conditions, Specialty Emergency Services will arrange and pay for the return of the Member from the closest International airport, as a fare-paying, seated, economy passenger on a commercial scheduled airline/flight, to the closest appropriate Airport to their Residence when such return is possible according to the medical opinion of the attending doctor and Specialty Emergency Services. The choice of airport and the routing will be at the sole discretion of Specialty Emergency Services.

7.1.1 Specialty Emergency Services shall have no obligation in terms hereof where the Member is holding a valid travel ticket as part of the Member's original travel arrangements.

8. TRANSPORTATION OF A THIRD PARTY

8.1 At the discretion of Specialty Emergency Services, the travel costs of a single parent/guardian of a



child up to the age of 18 (eighteen) years (where applicable) in a life- or limb-threatening condition will be paid for by Specialty Emergency Services. Specialty Emergency Services will pay for the parent as a fare-paying passenger, seated, economy passenger on a commercial scheduled airline/flight to the closest, most appropriate airport.

9. REPATRIATION OF MORTAL REMAINS

- 9.1 In the event of the Member's death arising from the Medical Emergency or whilst hospitalised outside country of Residence, Specialty Emergency Services will repatriate the mortal remains by scheduled aircraft or pay for burial or cremation in the country of their death up to an amount equivalent to the repatriation costs that would have been incurred in repatriating the mortal remains. Mortal remains are repatriated to the member's country of residence only, unless the family and Specialty Emergency Services both agree on a different destination for practical or cost reasons.

9.1.1 The above costs shall not exceed the limits stated in the table of benefits in respect of any one Member.

9.2 COVID-19

In the event of the Member requiring urgent transport as a result of COVID-19 symptoms, Specialty Emergency Services will transport the member to an appropriate medical facility for treatment.

This medical facility will be to a designated COVID-19 treatment facility as dictated by Government regulations currently in place.

Cross-border transportation of a COVID-19 patient will take place and is dependent of cross-border agreements and regulations in place at the time of the medical evacuation.

Members are not entitled to any further COVID-19-related benefits not prescribed under this clause.

10. DUTIES OF THE MEMBER

The provision of Assistance in terms of this Agreement is governed by the following terms:

- 10.1 In the case of a Medical Emergency (unless the circumstances are such as to require prior action to be taken) the Member or their representative shall immediately telephone the Specialty Emergency Services Control Centre and shall furnish Specialty Emergency Services' representative with:
- 10.1.1 their name and address;
 - 10.1.2 their membership number and date of birth;
 - 10.1.3 the name, place, telephone and email where Specialty Emergency Services can reach the member and/or the representative of the Member;
 - 10.1.4 a brief description of the Medical Emergency and the nature of the Assistance required;

10.1.5 the Member must get approval from Specialty Emergency Services before commencing any treatment.

- 10.2 Notwithstanding anything to the contrary contained in clause 4.1, where there is a real threat to life, the Member or their representative must endeavour to arrange for the immediate transfer of the Member to a hospital near the place of the incident by the most appropriate and cost-effective and immediate means and shall thereafter notify the Specialty Emergency Services Call Centre.

10.2.1 In the event of an incident resulting in medical evacuation prior to notice having been given to Specialty Emergency Services, the Member or their representative shall contact a Specialty Emergency Services Control Centre as soon as possible and in any circumstances within 48 (forty-eight) hours of the incident, failing which Specialty Emergency Services will not be liable for the costs incurred and transportation provided.

- 10.3 Claims for reimbursement from Specialty Emergency Services for expenses paid and/or incurred by the Member, for which Specialty Emergency Services would normally be responsible in terms of this Agreement or which have been incurred with the consent of Specialty Emergency Services, shall be paid directly by Specialty Emergency Services to the Member, provided such a claim is pre-approved by Specialty Emergency Services and supported by documentary evidence in the form of the medical report, original accounts, invoices, statements of accounts and other appropriate or applicable documents.

10.3.1 Provided also that the same are received by Specialty Emergency Services within 30 (thirty) days of the occurrence of the Medical Emergency and provided further that Specialty Emergency Services has been informed of the Medical Emergency within 48 (forty-eight) hours immediately following the Medical Emergency as specified above.

10.3.2 Specialty Emergency Services reserves the right to verify authenticity of the documents presented to it and shall withhold reimbursement until verification is completed.

10.3.3 Any amount approved and paid to the member shall be paid less the appropriate deductible amount.

11. CANCELLATION AND UPGRADES

- 11.1 This Agreement may be cancelled by either party subject to a 30 (thirty) days' notice in writing to the other.

11.1.1 In the event of cancellation by Specialty Emergency Services in its sole discretion and depending on the circumstances, a pro-rata return of the Subscription to the Member shall be made by Specialty Emergency Services.



11.1.2 In the event of cancellation by the Member, a pro-rata return of Subscription may be allowed, with a cancellation and administration fee charged, equal to 15% of the total subscription.

11.1.3 Should the cancellation and administration fee be greater than the pro-rata return of annual subscription, the difference will be payable by the member.

11.1.4 No refund will be considered if there are any claims present within the benefit year that the cancellation request is received.

11.2 Upgrades will be allowed and processed under the following conditions:

11.2.1 On renewal of membership.

11.2.2 A 90 (ninety)-day waiting period will apply to all international non-emergency claims.

A new application must be completed and underwritten. Exclusions may be placed on the increased coverage area and increased benefits.

11.2.3 Mid-policy upgrades will not be considered.

12. EXCLUSIONS

Specialty Emergency Services shall be under no obligation to provide assistance to, or pay medical expenses for the Member in respect of:

12.1 Hospitalisation and all related costs, including, but not limited to doctors' laboratory, X-ray and imaging fees, medication and medical evacuation costs outside the coverage area as determined in the table of benefits.

12.2 Hospitalisation and all related costs, including, but not limited to doctors' laboratory, X-ray and imaging fees, medication after an approved medical evacuation.

12.3 Such a nature that the Member is nonetheless able to return to their Residence as a sitting passenger in any form of transport, without requiring medical escort.

12.4 Resulting directly or indirectly from the intentional and/or deliberate act of the Member, such as self-inflicted wilful injury or suicide or any attempt thereof or participation by the Member in any criminal activity.

12.5 Attributable directly or indirectly to war, invasion, acts of foreign armies, armed hostility (regardless of there being no formal declaration of war), civil war, rebellion, insurrection, terrorism, riot and civil commotion or as a member of any security force or group engaging in any aforementioned activities.

12.5.1 Evacuation or Repatriation may be considered but is not guaranteed at the discretion of Specialty Emergency Services if a member suffers Bodily Injury as a result of any of the foregoing events provided, they were not actively participating nor had travelled into an area where any of the foregoing events are in progress

12.5.2 Specialty Emergency Services is not obliged to enter any area in which Specialty Emergency Services paramedics or employees may be placed in any danger or potential harm.

12.6 Any illness or medical condition of a mental, psychiatric or nervous nature, irrespective of whether or not treatments or counselling is medically indicated or recommended as a result of an authorised covered procedure or condition.

12.7 Where the Member is under medical treatment for a condition which at the time of commencing a journey or if the journey was undertaken against the advice of their attending doctor.

12.7.1 Including following any journey taken with the intention of obtaining medical treatment unless the Member has received prior approval from Specialty Emergency Services.

12.8 Caused while the Member is engaged in any professional, competitive or recreational sporting activity, or any sport activity considered by Specialty Emergency Services in its discretion as being of a dangerous nature, including but not limited to: parachuting; gliding; paragliding; parascending; scuba diving; hang-gliding; bungee jumping; polo; equestrian activities; motor rallying and motorcycle racing, mountain climbing unless agreed, loaded by membership subscription and accepted by Specialty Emergency Services.

12.8.1 Specialty Emergency Services reserves the right to decline cover for specific periods of time, activities or events even if the sports cover loading is paid and accepted should the risk be deemed excessive by Specialty Emergency Services. Members are required to follow the accepted norms of safety whilst participating in any sport or activity and failure to do so will void cover.

12.8.2 It is the responsibility of the member to assess whether external conditions, e.g. weather, may impact the safety of participation in sports events and activities, and take appropriate action to avoid risks.

12.8.3 This exclusion includes whilst the Member is engaging or participating in racing of any kind involving the use of a power-driven vehicle.

12.8.4 This exclusion includes whilst the Member is engaging or participating in activities of any kind involving the use of a vessel or aircraft, aeronautics or aviation, except as a fare-paying passenger in a properly licensed and operated aircraft.

12.8.5 Specialty Emergency Services may consider granting cover where loading is applied, to a Member who is licensed to fly their own (or a) registered aircraft;

12.9 Arising in connection either with or as a result of any pre-existing, recurring, continuing or hereditary illness or



condition for which the Member has received medical advice, had symptoms (whether investigated or not), had treatment or sought advice prior to the Member's date of entry during the 24 (twenty-four)-month period immediately preceding the date of their application for membership;

12.9.1 However, after 12 (twelve) months continuous membership, certain pre-existing or hereditary conditions will/may, at the sole discretion of Specialty Emergency Services, become eligible for benefit (with applicable deductions), provided you have not:

- a. consulted a medical practitioner or specialist for medical treatment or advice other than in a check-up capacity;
- b. altered medication (including drugs, medicines, special diets or injections, alternative medications and/or therapies) for that condition, for a period of 12 (twelve) months after the date of entry.

12.9.2 Where Specialty Emergency Services believe there may be a connection with a pre-existing, recurring or continuing illness or condition for any claim, the onus is on the Member to prove that no such connection exists.

Specialty Emergency Services is not obliged to cover a hereditary illness or condition following the exclusion period.

12.10 Bronze does not extend transportation benefits for any pregnancy-related disorders in the third trimester of pregnancy.

12.11 Directly or indirectly caused by or arising from or contributed to by nuclear material or by ionising radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

12.11.1 For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

12.12 Caused directly or indirectly as a result of the Member being under the influence of liquor or drugs, save that, in the case of drugs, this exception shall not apply where such drugs have been prescribed by and taken in accordance with the instructions of a doctor, but not for the treatment of drug abuse or drug addiction.

12.12.1 Specialty Emergency Services reserve the right to insist on tests should they suspect the influence of any substance.

12.12.2 Refusal to be subjected to a drug test by a member renders the Agreement null and void and all paid subscriptions forfeited to Specialty Emergency Services.

12.13 Where evacuation is indicated after the expiration of this Agreement.

12.14 Resulting from failure of Specialty Emergency Services to carry out the Agreement due to circumstances beyond their control.

12.15 Directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) and any similar infections, illnesses, injuries, or medical expenses arising from these conditions or side effects, and/or expenses incurred in the treatment or diagnosis or counselling of same, nor shall the fear of AIDS or ARC be the sole or determining reason for the Member to be Evacuated, Relocated or Repatriated.

12.16 When such expenses have been incurred after a period longer than 12 (twelve) months from the date of the Medical Emergency or first diagnosis, whether treated or not, of illness, or costs that exceed the Benefit Limits stated in the Membership Notification and/or the Table of Benefits

12.17 For transportation which was not approved by Specialty Emergency Services

12.18 For transportation unless such travel is required by air or road ambulance in the case of an acute life-threatening Medical Emergency and pre-approved by Specialty Emergency Services.

12.19 Costs incurred for the Member remaining in the country where they were treated after discharge from hospital.

12.20 Costs of food and lodging for a companion,

12.21 For transportation provided which is not medically necessary or pre-approved by Specialty Emergency Services.

12.22 Costs recoverable under Medical Aid or other insurance.

12.23 Expenses for medical transportation and/or treatment which was offered outside of the geographical limits determined in the Table of Benefits.

12.24 For emergency evacuation benefits at the "end stage" of a terminal illness or condition.

12.25 Costs related to the hospitalisation and treatment of a member who holds the Bronze health plan.

13. CONDITIONS

The Member must:

13.1 Pay the subscription in advance.

13.1.1 Failure to settle all subscriptions due shall render this Membership Agreement cancelled from inception in respect of that Member and no further benefits shall accrue hereunder.

13.1.2 It is the duty of the Member to ensure that Specialty Emergency Services has receipt of payment, and to provide receipt of payment to Specialty Emergency Services prior to membership taking effect.



- 13.2 Advise Specialty Emergency Services in writing of all circumstances likely to give rise to claims hereunder prior to any costs being incurred.
- 13.3 Repay to Specialty Emergency Services any amounts paid Specialty Emergency Services to the Member which are outside the Benefits allowed hereunder or for which recovery is made from alternative sources.
 - 13.3.1 Any amounts not paid to Specialty Emergency Services within 30 (thirty) days will immediately result in the cancellation of the policy.
- 13.4 Pay the excess stated in the Membership Notification. Specialty Emergency Services reserves the right to alter the excess deductible, which will depend upon the condition for which the Member seeks treatment.
- 13.5 Advise Specialty Emergency Services in the Membership Application Form of any pre-existing or potential hereditary or congenital illness, injury or condition prior to the commencement of membership.

14. HEALTH INFORMATION

Subject to all applicable privacy laws, the member irrevocably authorises any doctor or other person who may have, or may acquire, any information concerning their health to disclose such information to Specialty Emergency Services, and that this authority shall remain in force for a period of not less than 12 (twelve) months following the expiry date of this Membership Agreement.

- 14.1 If deemed necessary by Specialty Emergency Services, for both the correct treatment of the member and to comply with the terms and conditions, the Member allows Specialty Emergency Services to screen for narcotics and any/all forms of mind-altering substances by blood test undertaken by a licensed doctor in a licensed medical facility

15. LIMITATIONS

- 15.1 The Assistance provided by this Agreement may be rendered by and on behalf of Specialty Emergency Services by independent contractors, and Specialty Emergency Services shall not be liable to the Member for loss or damage or Bodily Injury of any nature sustained by the Member as a result of any failure, for any reason, either of Specialty Emergency Services to render Assistance in terms of this Agreement timely or at all, or as a result of the manner in which such Assistance may be rendered by or on behalf of Specialty Emergency Services or from any other cause.
- 15.2 Specialty Emergency Services shall not be liable to the Member for the loss or damage caused or attributable to the negligence, whether gross or otherwise, wrongful acts and/or omissions of any of the doctors, paramedics, nursing staff or other healthcare professionals or other persons who may provide direct or indirect services to the Member in terms of this Agreement.
- 15.3 Neither Specialty Emergency Services nor any person required to render assistance hereunder shall have any liability whatsoever to the Member, their heirs or executors, arising out of the failure to render assistance

or any delay in the rendering of such assistance, or in rendering inappropriate assistance where such failure or delay is caused by circumstances including but not limited to; mechanical failure, unavailability of the necessary medical personnel or staff, failure of whatever nature on the part of service providers to Specialty Emergency Services, all equipment including vehicles, communication failure or major adverse weather conditions, strikes, lock-outs, labour disputes or unrest, riot or civil commotion and/or the refusal of government/provincial or local authority to grant or allow the use of its services or facilities or to provide such services or facilities or where local laws or Government directions or regulations or functionaries or any other force majeure incidents limit the capacity of Specialty Emergency Services or any other person to render such assistance.

- 15.4 Where the bodily injury or illness is attributable to the act or omission of any third party under circumstances entitling the Member to recover damages for such bodily injury or illness from such third party, the Member shall be obliged:

- 15.4.1 To notify Specialty Emergency Services in writing of their intentions to take action for the recovery of such damages from such third party, identifying the third party to Specialty Emergency Services.

- 15.4.2 To include in their claim all amounts disbursed by Specialty Emergency Services in rendering assistance to the Member in terms of this Agreement, the sum total of which amounts shall be provided by Specialty Emergency Services to the Member for such purpose.

- 15.4.3 Forthwith upon recovering such amounts, to pay same over to Specialty Emergency Services, where applicable.

- 15.5 In the event that the Member does not intend to take action to recover damages from any third party, Specialty Emergency Services shall be entitled, against the delivery of an appropriate indemnity in respect of legal costs, to require the Member to code and assign their rights of action against such a third party to Specialty Emergency Services.

- 15.6 Compliance by the Member with the terms and conditions of the Agreement shall be a condition precedent to any entitlement to assistance hereunder.

- 15.7 Under no circumstances do services undertaken by Specialty Emergency Services entitle the Member to reimbursement if they were not claimed from and through Specialty Emergency Services.

16. NOTIFICATION

- 16.1 Any notice to be given to Specialty Emergency Services in terms of this Agreement may be delivered to the Member's Postal or Email address as stated on the last completed application or renewal form, in the English language.

- 16.2 The Member must, on 14 (fourteen) days written notice, advise Specialty Emergency Services of any change to such address, which must be a postal address.



17. ARBITRATION

The parties will, in the first instance, make every effort to resolve amicably by direct informal negotiation any dispute of any kind arising between them under or in connection with this Agreement

17.1 The informal negotiations referred to above will be conducted by a joint committee comprising one (1) senior executive of Specialty Emergency Services, the member and a third party, jointly appointed by both parties. The committee will have fifteen (15) days to conclude their negotiations.

17.2 If, after fifteen (15) days from the commencement of such informal negotiations, the parties have not succeeded in negotiating a resolution or settlement of the dispute, either party may refer the dispute for determination, by arbitration in accordance with the Arbitration Act No. 19 of 2000.

The decision of such an arbitrator will be final and binding upon the parties.

17.3 The seat of arbitration will be Lusaka, Zambia.

17.4 The arbitration will be administered by the parties before one (1) arbitrator, who will be appointed by the Association of Arbitrators in Zambia.

17.5 Nothing in this clause will preclude any party from seeking interim and/or urgent relief from a Court of competent jurisdiction and to this end the parties hereby consent to the jurisdiction of the High Court of Zambia for that purpose only.

18. APPLICABLE LAW

The Parties agree that this Contract shall be governed by the laws and regulations in force in the Republic of Zambia.

19. SUBROGATION

In the event of the Member being covered by any other medical or applicable insurance then the Member shall be liable in respect of such amounts which exceed the cover provided by such insurance and up to the Benefit Limits stated in the Membership Schedule.

Any portion of the Member's travel ticket which is unused due to an emergency evacuation or repatriation organised by Specialty Emergency Services shall be surrendered to Specialty Emergency Services as soon as possible to enable Specialty Emergency Services to claim for its account any refund which may be due.

20. AMENDMENT

Specialty Emergency Services may, in its discretion, amend this Agreement at any time by notice addressed to the Member in the English language. Such amendment shall not constitute a notation of the terms hereof. Any such amendment shall be effective and binding on the Member 10 (ten) days after the dispatch of the notice of the amendment to the Member's postal and or email address.

21. ENTIRE AGREEMENT CLAUSE

This written Agreement represents the entire understanding of the parties and supersedes all prior understandings, agreements, negotiations and proposals, whether written or oral, formal or informal, made between the parties. Any additional writings, implied obligations, terms or conditions, oral or written, electronic or otherwise shall not modify any terms, limitations or exclusions provided in this Agreement.

Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

22. FORCE MAJEURE

Any obligation or condition arising from this Agreement which prevents either party from performing whether in whole or in part, shall not be considered as a breach of the Agreement if the said non-performance is caused by an event of force majeure. For purposes of this Agreement, an event shall be considered force majeure if it meets the following conditions:

22.1 It has the effect of temporarily or permanently preventing either of the parties from performing its obligations under the Agreement;

22.2 It is unforeseeable, unavoidable, an act of God, a pandemic and/or government directions which are beyond the control of the Party which declares force majeure and is not the result of its negligence or omission;

22.3 Such circumstances, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such party; and

22.4 Such event materially adversely affects (in cost and/or time) the ability of the party to perform its obligations under the contract, and such party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on its ability to perform its obligations under the Agreement and to mitigate the consequences thereof.

23. NO REPRESENTATION OR RELIANCE

Each Party acknowledges that:

a. no Party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Agreement, except for representations or inducements expressly set out in this Agreement; and

b. it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other Party, except for any representation or inducement expressly set out in this Agreement.



24. SEVERABILITY

If an Arbitrator or a Court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.

25. EMERGENCY PROCEDURE (Applies to all health plans).

In the event of a Medical Emergency requiring assistance under this Agreement, contact the nearest Specialty Emergency Services medical base and give the operator, in a clear manner, your name, phone number and location.

- 25.1 This call will be forwarded to Specialty Emergency Services' medical personnel. The patient's name, membership number, date of birth and location must be given.
- 25.2 Where possible, state the nature of the patient's condition, i.e. heart attack, motor vehicle accident, etc.
- 25.3 State whether there is a medical practitioner available able to provide medical information.

- 25.4 Give accurate information of the nearest airstrip, hospital or doctor, if possible.
- 25.5 In the case of a motor vehicle accident, do not move the patient until you are certain that there are no head or spinal injuries, or until medical help arrives.
- 25.6 If possible, have passport details for the patient and accompanying relative available.
- 25.7 If you are away from home, seek help as soon as possible and please inform Specialty Emergency Services within 48 (forty-eight) hours.
- 25.8 All numbers for the various centres are on the back of your membership card.

Address:

Specialty Emergency Services,
P. O. Box 30337, Lusaka, Zambia.

Plot 335, Cnr Kafue Road & Mahogany Dr,
Lilayi, Lusaka.

Cell:

+260 962 740 300 / +260 977 770 302.

Emergency:

737



Service and Administration Contact Details

If we can help you with more information about our product offerings, or if you would like to meet with one of our product experts, please contact us:

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