



TANZANITE

Terms and Conditions | 2022



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MEDICAL EVACUATION AND ACUTE BODILY INJURY WITHIN ZAMBIA ONLY

This Agreement provides **Members** with medical and personal services in cases of Acute Illness and/or Bodily Injury, whilst resident or travelling in Zambia subject to the limitations 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 Republic of Zambia.
- 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 **"Tanzanite"**, shall mean the type of Assistance rendered by Specialty Emergency Services, including emergency medical relocation and/or repatriation and medical expenses (as defined in 3.1) up to maximum limits, as stated in the Table of Benefits, per Member, per annum and per membership period.
 - 1.9.1 **Tanzanite** will extend benefits for Acute Illness or Bodily Injury in Zambia only. Medical evacuation to, and hospitalisation in, the closest appropriate in-country facility will be paid.
- 1.10 **"Membership Notification"** shall mean the membership document which identifies the Member and states the Member's number, names of the Member, type of health plan and expiry date.
- 1.11 **"Minor"** shall mean a person under the age of 21.
- 1.12 **"Dependant"** shall mean a child, spouse, parent or any person declared as a Dependant by the Member.
- 1.13 **"Receiving Physician"** shall mean a Specialist, Medical Practitioner or institution receiving a referred member.
- 1.14 **"Referring Physician"** shall mean a Specialist, Medical Practitioner or Institution referring a member.
- 1.15 **"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, 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.
- 1.16 **"Child"** shall mean a person under the age of nineteen (19).
- 1.17 **"The Parties"** shall mean Specialty Emergency Services and the Member.
- 1.18 **"Agreement"** shall mean this Agreement.
- 1.19 **"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.
- 1.20 **"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 their license;
 - c. is not the Member or part of the Member's immediate family.

- 1.21 **"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.
 - 1.22 **"Repatriation"** shall mean the return of the Member to their country of residence, following a Medical Emergency.
 - 1.23 **"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.
 - 1.24 **"Life Threatening"** shall mean any Acute Illness or Bodily Injury that is deemed immediately life- or limb-threatening by Specialty Emergency Services.
 - 1.25 **"Fare-Paying Passenger"** shall mean a passenger on a commercial aircraft in an economy seat.
 - 1.26 **"Application Form"** shall mean the completed application, detailing personal details, updated contact information and medical details and original signature.
 - 1.27 **"Sporting Activity"** shall include both official organised events and casual, unofficial events or activities.
 - 1.28 The headings appearing in this Agreement have been used for reference purposes only and shall not affect its interpretation.
 - 1.29 Unless the context clearly indicates the contrary intention:
 - 1.29.1 words in the masculine gender shall include the feminine and vice versa;
 - 1.29.2 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 current age band. This incentive does not apply if there has been a lapse in membership.

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

3. MEDICAL SERVICES

The following Services shall be rendered and/or provided by Specialty Emergency Services at its sole discretion, upon the occurrence of a Medical Condition befalling the Member, up to the limits provided for in this Agreement.

3.1 Medical Expenses

Specialty Emergency Services undertakes to pay for all approved, reasonable charges for medical treatment, diagnosis and advice provided to the Member provided that:

3.1.1 such services were provided during the period of the Membership Agreement;

3.1.2 they are in accordance with the terms and conditions of the Membership Agreement;

3.1.3 such services were approved and medically necessary;

3.1.4 such services were prescribed by and administered by a properly qualified and licensed doctor;

3.1.5 such services were authorised by Specialty Emergency Services;

3.1.6 if medical services were provided in Zambia, as

a result of medical emergency, such charges will be paid, subject to approval by Specialty Emergency Services.

3.2 Remote Medical Advice

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.

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

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

3.2.3 Specialty Emergency Services is not liable for any claims arising out of or in connection with the advice rendered by the Call Centre and Client/ Medical Practitioner services.

3.3 Emergency Medical Referral

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

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

3.3.2 Once a member is referred to a receiving physician, the referring physician's duty of care ends at the point of referral.

3.4 Emergency Medical Assistance involving Evacuation, Relocation and Repatriation

In the event of a Medical Emergency where Specialty Emergency Services considers 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:

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

3.4.2 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

3.4.3 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.



3.5 **Dispatch of a Specialty Emergency Services Medical Practitioner**

At the sole discretion of Specialty Emergency Services and with due regard to the Member's condition and where Repatriation and/or Evacuation is as determined as inadvisable by the attending Doctor, 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.

3.6 **Repatriation following Emergency Treatment**

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 national 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.

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

3.7 **Appointment of a Local Doctor**

If Specialty Emergency Services decides that the Member can be treated in their own locality, then Specialty Emergency Services may appoint a doctor to attend to the Member. However, any decision relating to the mode and time of transportation of the Member and whether or not Specialty Emergency Services will provide the same will remain the decision of Specialty Emergency Services.

3.8 **Monitoring**

Specialty Emergency Services will not be responsible and is not required to keep the Member and/or members of the Member's family informed of the Member's condition and the type of and nature of the Assistance rendered.

3.9 **Transportation of a Third Party (Tanzanite)**

At the discretion of Specialty Emergency Services, the accommodation 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, up to the maximum limits as determined in the Table of Benefits for up to 30 (thirty) days, to be paid to a registered licensed accommodation provider.

3.10 **Elective Procedures**

Medical or surgical expenses which are not of an emergency or life-threatening nature will not be covered and/or paid under Tanzanite.

3.11 **Stabilisation of an Acute Episode of a Chronic Condition**

In the event of a medical emergency of a chronic condition, Specialty Emergency Services will arrange, monitor, supervise and pay for the stabilisation of the

chronic condition, provided the chronic condition is declared on the member's application and approved for benefits by Specialty Emergency Services. Specialty Emergency Services will pay for the condition, up to the limits determined in the Table of Benefits.

3.12 **Funeral Cash Benefit**

Specialty Emergency Services will pay a cash funeral benefit, up to the limits determined in the Table of Benefits. The cash funeral benefit carries an additional subscription.

3.13 **COVID-19**

COVID-19 is a new disease caused by a new coronavirus, not previously seen in humans.

Specialty Emergency Services will extend COVID-19-related benefits to members under the following circumstances:

Geographic and benefit limitations dictated by each cover remain in place for the COVID-19-related benefits.

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 a designated COVID-19 treatment facility as dictated by Government regulation requirements currently in place.

Members are not entitled to no further COVID-19-related benefits not prescribed under this clause.

4. **DUTIES OF THE MEMBER**

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

4.1 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:

4.1.1 their name and address;

4.1.2 their membership number and date of birth;

4.1.3 the name, place, telephone and email where Specialty Emergency Services can reach the member and/or the representative of the Member;

4.1.4 a brief description of the Medical Emergency and the nature of the Assistance required;

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

4.2 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, cost-effective and immediate means and shall thereafter notify the Specialty Emergency Services Call Centre.

4.2.1 In the event of an incident resulting in hospitalisation prior to notice having been given to Specialty Emergency Services, the Member or their representative shall contact the Specialty Emergency Services Call 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 treatment provided.

4.3 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 approved by Specialty Emergency Services and supported by documentary evidence in the form of the medical reports, original accounts, invoices, statements of accounts and other appropriate or applicable documents.

4.3.1 Provided also that the same are received by Specialty Emergency Services within 90 (ninety) days of the occurrence of the Medical Treatment and provided further that Specialty Emergency Services has been informed of the Medical Treatment within 48 (forty-eight) hours immediately following the Medical Emergency as specified above.

4.3.2 Any amount approved and paid to the member shall be paid less the appropriate deductible amount, where applicable.

5. CANCELLATIONS AND UPGRADES

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

5.1.1 In the event of cancellation by Specialty Emergency Services at 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.

5.1.2 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.

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

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

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

5.2.1 On renewal of membership.

5.2.2 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.

5.2.3 Mid-policy upgrades will not be considered.

6. EXCLUSIONS

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

6.1 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.

6.2 Hospitalisation and all related costs, including, but not limited to doctors' laboratory, X-ray and imaging fees, medication and medical evacuation costs that are deemed elective or chronic or non-life-threatening.

6.3 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 a medical escort.

6.4 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.

6.5 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.

6.5.1 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.

6.5.2 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.

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



- 6.7 Where the Member is undergoing 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.
- 6.7.1 Including following any journey taken with the intention of obtaining medical treatment unless the Member has received prior approval from Specialty Emergency Services.
- 6.8 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.
- 6.8.1 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 while participating in any sport or activity and failure to do so will void cover.
- 6.8.2 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.
- 6.8.3 This exclusion includes while the Member is engaging or participating in racing of any kind involving the use of a power-driven vehicle.
- 6.8.4 This exclusion includes while 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.
- 6.8.5 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.
- 6.9 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.
- 6.9.1 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 the Member has not:
- consulted a medical practitioner or specialist for medical treatment or advice other than in a check-up capacity;
 - altered medication (including drugs, medicines, special diets or injections, alternative medications and/or therapies) for that condition, for a period of 24 (twenty-four) months after the date of entry.
- 6.9.2 Where Specialty Emergency Services believes 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.
- 6.9.3 Specialty Emergency Services is not obliged to cover a hereditary illness or condition following the exclusion period.
- 6.10 Tanzanite does not extend benefits for any pregnancy-related treatment in the third trimester of pregnancy.
- 6.10.1 This shall include any complications of labour and treatment up to the discharge from hospital in a healthy condition.
- 6.10.2 This shall also include terminations on non-medical grounds.
- 6.11 Treatment related to surrogacy. This exclusion includes the member acting as a surrogate, as well as anyone else acting as a surrogate for the Member.
- 6.12 For the harvesting or storage of stem cells, i.e. ovum, cord blood or sperm storage.
- 6.13 Directly or indirectly caused by, or arising from, or contributed to by nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 6.13.1 For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
- 6.14 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.
- 6.14.1 Specialty Emergency Services reserves the right to insist on tests should the influence and or abuse of any substance be suspected.
- 6.14.2 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.



- 6.15 Specialty Emergency Services will not pay for treatment for, or arising from, the harmful, hazardous or addictive use of any substance including alcohol, drugs and medication.
- 6.16 Where treatment is provided after the expiration of this Agreement.
- 6.17 For treatment in homes for rest cures, sanatoria or custodial periods of quarantine or isolation.
- 6.18 For cosmetic, scar revision or plastic surgery:
 - 6.18.1 whether or not for psychological purposes, and any associated treatment costs consequent of such treatment;
 - 6.18.2 for treatment for cryopreservation, implantation or re-implantation of living cells or living tissue, whether autologous or provided by a donor.
- 6.19 For any costs associated with any form of dental treatment
- 6.20 Resulting from failure of Specialty Emergency Services to carry out the Agreement due to circumstances beyond their control.
- 6.21 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 unless your current uninterrupted membership with Specialty Emergency Services exceeds 5 (five) years.
- 6.22 When the nursing treatment is administered by family, relatives of the Member whether qualified or not.
- 6.23 For ICU treatment following 14 (fourteen) days, unless approved by Specialty Emergency Services and following the provision of a medical practitioner report.
- 6.24 Rehabilitation costs.
- 6.25 When such expenses have been incurred after the membership period, or costs that exceed the Benefit Limits stated in the Membership Notification and/or the Table of Benefits.
- 6.26 Investigations, diagnostics and treatment directly or indirectly arising from or connected with male or female birth control, sterilisation or family planning, infertility and any form of assisted reproduction.
- 6.27 For investigations, diagnostics and treatment of impotence or any consequence thereof, treatment for sterilisation or fertilisation, vasectomy or other sexual related conditions or gender reassignment.
- 6.28 For treatment which was not approved in advance by Specialty Emergency Services.
- 6.29 For transportation, unless such travel is required by air or road ambulance in the case of an immediately life-threatening Medical Emergency and approved by Specialty Emergency Services.
- 6.30 Costs incurred for the Member remaining in the town where treated after discharge from the hospital or approved nursing home.
- 6.31 Costs of food, lodging or transportation for a companion and family member, unless included in the Table of Benefits for not more than the monetary amounts determined in the Table of Benefits up to a maximum time limit determined in the Table of Benefits in life- or limb-threatening conditions only.
- 6.32 For treatment provided which is not medically necessary or pre-approved by Specialty Emergency Services.
- 6.33 Costs recoverable under Medical Aid or other insurance.
- 6.34 Medical expenses for procedures and/or treatment which was offered outside of the geographical limits determined in the Table of Benefits for each health plan.
- 6.35 Newborns until 7 (seven) days after discharge from hospital in a healthy condition.
- 6.36 Congenital abnormalities.
- 6.37 "Well baby" care and routine immunisations.
- 6.38 When a member deliberately avoids medical treatment until such time as a condition becomes life- or limb-threatening in order to qualify for emergency evacuation benefits.
- 6.39 Costs associated with artificial life maintenance. This exclusion includes mechanical ventilation where such treatment will not or is not expected to result in the member's recovery or restore the member to their previous state of health.

Specialty Emergency Services will not pay for artificial life maintenance when the Member is unable to feed or breathe independently and requires percutaneous endoscopic gastrostomy (PEG) or nasal feeding for a period of more than 90 days.
- 6.40 Costs, in Specialty Emergency Services' reasonable opinion, are associated with experimental or unproven treatment regardless of whether they are medically recommended or prescribed.
- 6.41 Costs associated with transplants.
- 6.42 Costs for routine examinations, including gynaecological investigations and tests, inoculations, vaccinations and other preventative medicines.
- 6.43 Costs associated with routine eye tests, correction of eyesight, non-trauma-related eye surgery and the provision of visual aids.
- 6.44 Costs associated with routine hearing tests and the provision of hearing aids.



- 6.45 Costs of providing or fitting external prosthesis, corrective devices or appliances that exceed the limits detailed in the Table of Benefits.
- 6.46 Costs associated with any second or subsequent medical opinions from a medical practitioner or specialist for the same condition.
- 6.47 Care and treatment for learning, physical or developmental difficulties in children, including but not limited to; hyperactivity, attention deficit disorder, educational development and behavioural problems.
- 6.48 Costs related to any elective treatment for the Tanzanite health plans.
- 6.49 Costs associated with routine maintenance of a chronic condition for the Tanzanite plan.
- 6.50 Costs associated with chronic medication prescriptions.
- 6.51 Costs associated with repatriation of mortal remains.
- 6.52 Costs associated with emergency evacuation benefits at the "end stage" of a terminal illness or condition.
- 6.53 Any and all sleep-related breathing disorders. This exclusion includes sleep studies for insomnia, sleep apnoea, snoring, or any other sleep-related disorder.
- 6.54 Costs related to slimming remedies, specifically any surgery to remove adipose tissue and/or any gastro-intestinal procedures or any other medical intervention to achieve weight reduction.
- 6.55 Prescriptions for dietary supplements, natural or herbal remedies or therapies.
- 6.56 All additional costs that relate to an increased BMI (Body Mass Index). This will apply if the member's BMI exceeds 30.
- 6.57 Traditional medicines and other non-registered medication and therapies.
- 6.58 Except as herein provided, Specialty Emergency Services shall not be liable for the provision or non-provision of services and anything incidental to the said services.

7. CONDITIONS

The Member must:

- 7.1 Pay the subscription in advance.
 - 7.1.1 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.
 - 7.1.2 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.

- 7.2 Advise Specialty Emergency Services in writing of all circumstances likely to give rise to claims hereunder prior to any costs being incurred.

- 7.3 Repay to Specialty Emergency Services any amounts paid by Specialty Emergency Services to the Member which are outside the Benefits allowed hereunder or for which recovery is made from alternative sources.

- 7.3.1 Any amounts not paid to Specialty Emergency Services within 30 (thirty) days will immediately result in the cancellation of the policy.

- 7.4 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.

- 7.5 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.

8. 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.

- 8.1 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.

9. LIMITATIONS

- 9.1 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.

- 9.2 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.

- 9.3 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 such as 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.

- 9.4 Where the Bodily Injury or illness is attributable to the act or omission of any third party under circumstances entitling or not entitling the Member to recover damages for such Bodily Injury or illness from such third party, the Member entitled to recover damages shall be obliged to:
- 9.4.1 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;
 - 9.4.2 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;
 - 9.4.3 forthwith upon recovering such amounts, to pay same over to Specialty Emergency Services, where applicable.
- 9.5 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.
- 9.6 Specialty Emergency Services carries professional indemnity insurance, the details of which are available to the Member on request. Specialty Emergency Services will not cover any form of medical negligence claim that is not covered by the indemnity insurance.
- This also applies to any claim that is repudiated by Specialty Emergency Services' reinsurers for any reason.
- 9.7 Compliance by the Member with the terms and conditions of the Agreement shall be a condition precedent to any entitlement to assistance hereunder.
- 9.8 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.

10. NOTIFICATION

- 10.1 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.
- 10.2 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.

11. 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.

- 11.1 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.
- 11.2 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.
- 11.3 The seat of arbitration will be Lusaka, Zambia.
- 11.4 The arbitration will be administered by the parties before one (1) arbitrator, who will be appointed by the Chartered Institute of Arbitrators in Zambia.
- 11.5 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.

12. APPLICABLE LAW

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

13. SUBROGATION

In the event of the Member being covered by any other medical or applicable insurance, then the Member shall be obliged in the first instance to claim against such insurance and Specialty Emergency Services shall only 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.



14. AMENDMENT

Specialty Emergency Services may, in its discretion, amend this Agreement at any time by notice addressed to the Member. 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.

15. 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.

16. 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:

- 16.1 It has the effect of temporarily or permanently preventing either of the parties from performing its obligations under the Agreement;
- 16.2 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;
- 16.3 Such circumstances, despite the exercise of reasonable diligence, cannot be or be caused to be prevented, avoided or removed by such party; and
- 16.4 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.

17. 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.

18. 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.

19. 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.

- 19.1 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.
- 19.2 Where possible, state the nature of the patient's condition, i.e. heart attack, motor vehicle accident, etc.
- 19.3 State whether there is a medical practitioner available able to provide medical information.
- 19.4 Give accurate information of the nearest airstrip, hospital or doctor, if possible.
- 19.5 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.
- 19.6 If possible, have passport details for the patient and accompanying relative available.
- 19.7 If you are away from home, seek help as soon as possible and please inform Specialty Emergency Services within 48 (forty-eight) hours.
- 19.8 All numbers for the various centres are on the back of your membership card.

If circumstances prevent direct billing, Specialty Emergency Services will inform the Member and all bills should be paid and the originals forwarded to Specialty Emergency Services, together with the medical report and within the time frame (as dictated in Section 4).

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

Plot 335, Cnr Kafue Road and 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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