

# PULAMED SCHEME RULES 2021

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#### **PULA MEDICAL AID FUND TRUST**

(A Medical Aid Fund established in terms of the Deed of Trust dated 31st July 1991 and re-registered under the Trust Property Control Act under Reg No: TUHGB – 000071-20)

#### 1. NAME

The name of the Fund shall be Pula Medical Aid Fund Trust hereinafter, referred to as "the Fund".

#### 2. ESTABLISHMENT OF THE FUND

The Fund is established in terms of a resolution of the Board of Trustees of the Pula Medical Aid Fund Trust dated 31st July 1991 and re-registered in terms of the Trust Property Control Act (Act No.11 of 2018) under registration number TUHGB-000071-20.

#### 3. REGISTERED OFFICE

The registered office of the Fund shall be situated at any place as the Board of Trustees shall determine from time to time.

#### 4. BOTSWANA LAW

These Rules shall be governed by the laws of the Republic of Botswana and the courts of Botswana shall have jurisdiction.

#### 5. INTERPRETATION

- 5.1 If any provision in a definition is a substantive provision conferring rights or imposing obligations on either the Fund or its members, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of these Rules.
- 5.2 Unless inconsistent with the context, an expression which denotes: any one gender includes the other gender; a natural person includes an artificial person and vice versa; and the singular includes the plural and vice versa.
- 5.3 The schedules and the annexures to these Rules form an integral part hereof and words and expressions defined in the Rules shall bear, unless the context otherwise requires, the same meaning in such schedules and annexures.

# 6. **DEFINITIONS**

In these Rules, the following expressions shall have the following meanings:

- 6.1 "Administrator" shall mean a competent, financially sound and suitably qualified entity registered and operating in Botswana in accordance with any applicable law and who shall be providing administration or other similar services to the Fund and appointed by the Board of Trustees in terms of Rule 26.
- 6.2 "admission date" shall mean the date on which an individual becomes a member, or in the case of an employer the date on which the employer was admitted to participate in the Fund, in terms of these Rules.
- 6.3 "adoption" shall mean/denote a legal adoption as provided for by the Laws of Botswana and certified by a duly appointed public officer.
- 6.4 "agreed tariff" shall mean the tariff agreed by the Board of Trustees from time to time.
- 6.5 "approval" shall mean prior written approval.



6.6 "Board of Trustees" shall mean the Board of Trustees of Pula Medical Aid Fund Trust appointed in terms of Clause 5 of the Deed of Trust, to manage the Fund.

- 6.7 "continuing individual member" shall mean a member or dependant, as the case may be, who continues as a member and his dependants, in terms of Rules 8.2, 8.2.3, 8.4, 8.5 and 8.6.
- 6.8 "contribution" shall mean, in relation to a member, the amount, exclusive of interest and Value Added Tax (VAT), payable in respect of the member and his dependant(s) in terms of these Rules.
- 6.9 "date of service" shall mean:
  - 6.9.1 in the event of a consultation, visit or treatment by a duly authorised and registered health professional, the date on which each consultation, visit or treatment occurred, whether for the same illness or not.
  - 6.9.2 in the event of an operation, procedure or confinement, the date on which each operation, procedure or confinement occurred.
  - 6.9.3 in the event of hospitalisation, the date of each admission and discharge from a hospital or nursing home
  - 6.9.4 in the event of any other service or requirement, the date on which such service was rendered or requirement obtained.
  - 6.9.5 "dependant" shall mean:
    - 6.9.5.1 the spouse of a member, which in the discretion of the Board of Trustee, shall be spouses of marriages as recognised by the laws of Botswana.
    - 6.9.5.2 the child of a member. "Child" shall mean a member's child, step child, child under legal guardianship or legally adopted child, who is under the age of 21 years, who is unmarried and not in receipt of a regular remuneration exceeding the amount prescribed in Annexure "A"
  - 6.9.6 "special dependant" shall mean a dependant classified as a dependant in terms of Rules 6.9.6.1–6.9.6.3;
    - 6.9.6.1 subject to the approval of the Board of Trustees and on such conditions as it may prescribe, a member's child who is over the age of 21 years, but not over the age of 25 years, who is unmarried and not in receipt of a regular monthly remuneration exceeding the amount prescribed in Annexure A; provided that such person will be recognised as a special dependant for periods of not more than 12 months at a time.
    - 6.9.6.2 subject to the approval of the Board of Trustees and on such conditions as it may prescribe, a member's child who is over the age of 21 years; who is unmarried and owing to mental or physical disability or any similar cause is dependant on the member; is not in receipt of a regular monthly remuneration exceeding the amount prescribed in Annexure A; provided that for irreversible conditions such person shall be recognised as a dependant for a period of three (3) years, and for reversible conditions such a person shall be recognised for a period of one (1) year, at a time.
    - 6.9.6.3 subject to the approval of the Board of Trustees, and on such conditions as it may prescribe; and provided that the person concerned is not entitled or eligible to benefit from any other medical aid scheme; and is not in receipt of a regular income in excess of the amount prescribed in Annexure A, a brother, sister or other dependant relative of a member or his spouse including an adopted brother or sister. Such person will be recognised as a special dependant for not more than 12 months at a time.
- 6.10 "Emergency "shall mean any medical emergency wherein an acute injury or illness poses an immediate risk to a person's life or long-term health that requires immediate clinical intervention.



- 6.11 "employee" shall mean a person employed by an employer.
- 6.12 "employer" shall mean a company, society, organisation or other legal entity which is admitted to participate in the Fund in terms of these Rules.
- 6.13 "foster child" shall mean a child taken into the family of a member which member satisfies the Board of Trustees as to the member's responsibility regarding the foster child.
- 6.14 "Fund" shall mean the Pula Medical Aid Fund Trust.
- 6.15 "guardian" shall mean a person who has for the time being, the charge of or control over a child or juvenile; or a person legally appointed to be the guardian of a child.
- 6.16 "health professional" for purposes of these Rules, shall mean a person who is duly registered in accordance with the provisions of the prevailing Botswana Health Professions' Act and its Regulations, the Nurses and Midwives Act and its Regulations, or similar registration in another country as amended from time to time. It is further provided that: where such a person resides, is domiciled, or practices in a country other than Botswana, he will be recognised as a health professional if the Board of Trustees recognises the legislation and/or qualifications under which he is registered.
- 6.17 "income" shall mean in respect of;
  - 6.17.1 an employee his monthly basic salary or wage received from his employer.
  - 6.17.2 a continuing individual member who is a pensioner; provided he attains the required status in terms of the provisions of Rule 8.2.3; his gross monthly pension from a pension fund/scheme, which is provided for and recognised by the employer; provided he has attained early or normal retirement age or he retires due to ill-health or disability.
  - 6.17.3 a continuing individual member who is a widow her monthly income from all sources.
- 6.18 "independent board member" member of the Board of Trustees excluding persons from major employer groups who are already represented in the Board and persons belonging to other medical aid schemes based in Botswana.
- 6.19 "Invoice" shall mean an itemised bill for goods sold or services provided, containing individual prices, the total charged, and the terms.
- 6.20 "major intervention" shall mean a medical procedure or a cause of treatment that requires either hospitalization or prolonged care.
- 6.21 "married member" shall mean a member who is married in terms of the laws of Botswana.
- 6.22 "medical practitioner" shall mean a person who is registered as a medical practitioner in accordance with the Botswana Health Professions' Act and its Regulations, or in accordance with similar statutory provisions in another country, as amended from time to time. It is further provided that: where such a person resides, is domiciled or practices in a country other than Botswana, he will be recognised as a medical practitioner if the Board of Trustees recognizes the legislation and/or qualifications under which he is registered. "Dental Practitioner" shall have a like meaning.
- 6.23 "medicine cost" shall mean the cost of medicine, the retail cost of which does not exceed the manufacturer's price list plus the percentage (as mark-up) as specified by these Rules from time to time, or the pricing mechanism defined and published by the Scheme, from time to time; provided that where such medicines are purchased outside Botswana, the exchange rate published by the commercial banks in Botswana shall be used to determine the Pula price prior to adding the percentage mark-up aforesaid.
- 6.24 "medical aid scheme" shall mean any recognised medical aid scheme from which medical benefits may be



obtained.

6.25 "member" shall mean any person admitted in terms of Rule 8, who contributes to the Fund in order to obtain the benefits in terms of these Rules, either for himself or on behalf of any person who is his dependant; and in respect of benefit limits shall include dependants, where applicable.

- 6.26 "non-continuing individual member" shall mean person who has not been a beneficiary of the Fund and is admitted into the membership of the Fund as an individual member as contemplated under Rule 8.2.
- 6.27 "officer" shall mean the Principal Officer and/or any employee of the Principal Office of the Fund, the Administrator or any employee of the Administrator.
- 6.28 "parent" shall mean one of the two persons from whom one is immediately biologically descended, a mother or father; and will for purposes of this Rule include a stepmother or father, a foster mother or father respectively.
- 6.29 "pensioner" shall for purposes of these Rules mean any person whose employment and/or service has been terminated by his employer on account of age, ill-health or other disability or for any other reason acceptable to the Board of Trustees.
- 6.30 "pharmacy only medicines" (over the counter medicines) shall mean any medicine classified as Schedule 1d or 3 in terms of the Medicines and Related Substances Act (No.8 of 2013) that can only be sold by or under the supervision of a Pharmacist without a written prescription and must be kept in a Pharmacy under the control of a registered Pharmacist.
- 6.31 "pre-existing condition" shall mean any ailment, illness, or condition where, in the opinion of a medical adviser appointed by the Fund, the signs or symptoms of that illness, ailment or condition existed at any time over and/or in the period of six (6) months before the person became a member of the Fund. The pre-existing condition waiting period applies to new members.
- 6.32 "prescription only medicine" shall mean any medicine, habit forming or non-habit forming, classified in terms of the Medicines and Related Substances Act (No.8 of 2013) as Schedule 1a, b & c or 2 that can only be dispensed by a Pharmacist upon a written prescription by an authorized prescriber which must otherwise be kept in Pharmacy under the control of a registered Pharmacists.
- 6.33 "principal officer" shall mean an executive officer of the Fund, appointed in terms of these Rules, and whose duties and responsibilities shall, without limitation, be to provide general oversight into the day-to-day operations of the Fund, as mandated by the Board of Trustees.
- 6.34 "prosthesis" shall mean an artificial substitute for a missing body part, or any device by which the performance of a natural function is augmented.
  - 6.34.1 "medical assistive devices"- For purposes of these Rules; medical assistive devices shall mean, external orthopaedic & surgical prosthesis, auditory and ophthalmic devices used to replace, compensate for or improve the functional abilities of a member with a disability.
  - 6.34.2 "medical and surgical appliances"- includes medical, surgical and orthopaedic devices and appliances that are predominantly used externally in disease management, prevention of complications as well as in rehabilitation and facilitation of independent living.
  - 6.34.3 "prosthesis used in surgery" Means internal prosthetic devices implanted during an operation for replacement of a body part or for modification of the anatomy or physiological process.
- 6.35 "recognised tariff", in respect of the various categories of service shall mean:
  - 6.35.1 "medical fees: the tariff as approved from time to time by the Board of Trustees.
  - 6.35.2 dental fees: the tariff as approved from time to time by the Board of Trustees.



- 6.35.3 hospital tariffs: the tariffs as approved from time to time by the Board of Trustees.
- 6.36 "registered office" shall mean the registered of the Fund, as shall be determined by the Board of Trustees from time to time.
- 6.37 "Rules" shall mean the Rules of the Fund and shall include annexures and any other provisions relating to the benefits which may be granted or the contributions which may become payable in terms of a resolution adopted by the Board of Trustees.
- 6.38 "salary" shall mean the basic salary or wage of a member.
- 6.39 "service provider" shall mean:
  - 6.39.1 For those natural persons domiciled in Botswana -- any health professional or medical/dental practitioner (as defined) who has been issued with a Private Practice License or has been authorised to practice his profession, on his own accord, in Botswana, by the Director of Health Services or the relevant regulatory authority. The said professional or practitioner must be registered with the Fund to render health services to a member or member's dependant.
  - 6.39.2 For those domiciled and practising outside Botswana -- any health professional or medical/dental practitioner, whose statutory registration and qualifications are recognised by the Board of Trustees.
  - 6.39.3 For body corporates in Botswana any health facility licensed to provide health services in terms of the Private Hospitals' and Nursing Homes' Act or relevant legislation, and is registered with the Fund to render health services to a member or member's dependant.
  - 6.39.4 For body corporates outside Botswana -- any health facility registered and licensed under statutory provisions which are recognised by the Board of Trustees.
- 6.40 "Split billing" shall mean a practice of billing where the service provider separates a bill for a single service event between the Fund and the Member by charging for a product or a service usually billed as one without full disclosure, to the Fund, of amount charged to the Member or their dependant.
- 6.41 "the Trust" shall mean the Pula Medical Aid Fund Trust.
- 6.42 "Unbundling" shall mean to separate the charges for related products or services usually offered and charged/billed as a single package or tariff / tariff code.
- 6.43 "year" shall mean the financial year of the Fund i.e. 01 July in one calendar year to 30 June in the next calendar year.

#### 7. OBJECTS

The objects of the Fund are to raise and manage a fund by contributions, donations or otherwise and thereby to make provision for the granting of assistance to members in defraying expenditure incurred by them or their dependants in connection with medical, para-medical, nursing, surgical or dental services or the supply of medicines or of medical, surgical, dental or optical requirements or appliances, allied/associated health services, or of accommodation in a hospital, nursing home or funeral expenses.

#### 8. CLASSES OF MEMBERS

8.1 Corporate Membership

Membership of the Fund shall be available to all employees of an employer. Should an employee accept membership, he will only be allowed to resign such membership subject to Rule 10.



# 8.2 Individual Membership

- 8.2.1 Individual Membership of the Fund shall be available to every individual.
- 8.2.2 An individual member of the Fund shall include: -
  - 8.2.2.1 A continuing individual member or a non-continuing individual member who can demonstrate to the satisfaction of the Board of Trustees, their ability to pay contributions on a sustainable basis.
  - 8.2.2.2 A person envisaged in terms of Rule 8.2.2.1 may register dependants. A Dependant shall be defined in terms of Rule 6.9.5.
- 8.2.3 A non-continuing individual member in terms on Rule 8.2.2.1shall
  - 8.2.3.1 pay the monthly contributions in advance as indicated in Annexure A hereof, and as may be amended from time to time; and
  - 8.2.3.2 be subject to the conditions with regards pre-existing conditions and waiting periods as set out under Rule 6.31, 9.4 Annexure H or anywhere else in the Rules.
  - 8.2.3.3 be subjected to risk rating at age level, with consideration for medical exam based on member demographic and clinical profile as provided in Rule 9.3
  - 8.2.3.4 be subjected to Anti selection conditions; and
  - 8.2.3.5 Normal underwriting for pre-existing conditions and waiting periods to apply as per the Rules.

# 8.3 Pensioner

A member shall retain his membership of the Fund in the event of his retiring on pension or his service being terminated by his employer on account of age, ill-health or other disability or for any other reason acceptable to the Board of Trustees; provided that:

- 8.3.1 such a member has been, at the date of his retirement, a member of the Fund for a continuous period of not less than two (2) years, or has paid to the Fund, contributions for at least two (2) years; provided further that a preceding and continuous membership of any other medical aid scheme shall be recognised for the purpose of determining such period.
- 8.3.2 A person shall not be entitled to pensioner membership unless he has attained the age of fifty (50) years, but the Board of Trustees may make such arrangements to provide for the continued membership at normal contribution rates for a person who proceeds on early retirement.
- 8.3.3 The Fund shall inform the member of his right to continue his membership and of the contribution payable from the date of retirement. Should the member wish to continue as a pensioner member, he will be required to inform the Fund in writing of the intention to remain as a member of the Fund, two (2) months before retirement.

#### 8.4 Late Joiner Penalty Fee

Any applicant who is fifty (50) years of age or older who was not a member of one or more medical schemes at the time of joining the Fund will incur a penalty by way of additional contributions as follows:

Years member was not a member of medical aid since the age of 50	Late joiner penalty
1-4 years	1.25 x standard contribution
5-14 years	1.5 x standard contribution
15-24 years	1.75 x standard contribution
25 years +	2 x standard contribution



# 8.5 Widow

The widow of a deceased member, who is registered with the Fund as his dependant at the time of such member's death, shall be admitted as a member of the Fund; provided she continues to pay the applicable contribution. Such a widow shall be notified by the Fund of her right to continued membership and of the contribution payable in respect thereof. His/her membership shall terminate if;

- 8.5.1 she elects, in writing, to terminate her membership.
- 8.5.2 she remarries and on marriage becomes eligible to be registered as a dependant of her spouse's medical aid scheme
- 8.5.3 she becomes entitled to membership of a medical aid scheme by virtue of her employment.

#### 8.6 Continuing Individual Member

A person who has been a beneficiary of the Fund for a continuous period of at least one (1) year and who applies to become an individual member within three (3) months after the date on which he ceased to be a member as contemplated under Rule8.2.

#### 9. APPLICATION FOR MEMBERSHIP

- 9.1 Subject to the terms and conditions applicable to the admission of other members, the Board of Trustees shall admit to membership of the Fund, without a waiting period, entrance fee or imposition of new restrictions on account of the state of his health or the health of any of his dependants, any person who has been a member or a dependant of a member of any medical aid scheme for a continuous period of at least one (1) year and who applies to become a member within three (3) months after the date on which he ceased to be a member or a dependant of a member of such a scheme, provided that the member or dependant is not hospitalized at the time of application. In the event that the member or dependant is hospitalized at the time of the application, Rule 9.3 and 9.4below shall apply.
- 9.2 At the admission date or the date of employment, if later, an employee shall complete and submit to the Fund, the applications forms required by the Fund; provided that no person under the age of 16 years shall be admitted to membership without the consent of his parent or guardian. Every applicant shall, on submission of the application for membership in respect of himself and his dependants, furnish satisfactory evidence of age, employment details, including evidence of monthly salary or wage, together with such other information as the Board of Trustees may require from time to time.
- 9.3 Subject to Rule 9.1, no employee or individual shall become a member, and no person shall be recognised as a dependant for the purpose of these Rules, unless he has provided proof of good health in respect of himself and his dependants to the satisfaction of the Board of Trustees; provided that the Board of Trustees may, in any particular case, require a medical examination, the cost of which will be paid by the Fund.
- 9.4 The Fund shall require members to update their information and/or provide additional records, from time to time, as may be required by relevant regulators or legislation. Failure on the part of a member to provide the required information and/or update their records, within the stipulated period at the time, may result in withholding of benefits or termination of membership.
- 9.5 After consideration of the information referred to in Rule 9.3, the Board of Trustees may, subject to the provision of Rule 9.1, limit or exclude benefits in respect of a particular disease, disorder or disability which existed at the time of admission as a member. No such limitation or exclusion in respect of congenital ailments or conditions shall be imposed on a child born into the Fund. Any such exclusion shall be listed on the member's membership card.
- 9.6 Subject to the provision of Rule 9.4 above, the Fund shall impose the following waiting periods on the following members with pre-existing conditions:



9.6.1 a member under Rule 8.1 who has made full disclosure of a pre-existing condition (e.g. chronic condition/illness, disorder or disability) or requires an elective procedure shall be subject to a twelve (12) months waiting period.

- 9.6.2 a member under Rule 8.2.3 who has made full disclosure of a pre-existing condition or an elective procedure shall be subject to twenty-four (24) months waiting period;
- 9.6.3 a member under Rule 8.1 or 8.2, who requires treatment for a chronic condition and had not disclosed the pre-existing condition (e.g. chronic condition/illness, disorder or disability) and which condition the member might not have been aware of but ought to have been aware of based on clinical data, shall be subject to twenty four (24) months waiting period.
- 9.6.4 a member under Rule 8.1 or a continuing individual member as defined at Rule 6.7 above who requires an elective procedure which is a major intervention within three (3) months of the Member's admissions and which condition the member might not have been aware of but ought to have been aware of based on the clinical data, shall be subject to six (6) months waiting period;
- 9.6.5 a non-continuing individual member under Rule 8.2.2.1who requires an elective procedure which is a major intervention within three (3) months of the member's and which condition the member might not have been aware of but ought to have been aware of based on the clinical data, shall be subject to twenty-four (24) months waiting period; and
- 9.6.6 a member under Rule 8.1or 8.2 who is hospitalized by any service provider on their date of admission, shall be subject to Twenty-four (24) months waiting period for the condition that they are hospitalised for.
- 9.7 Where an account of a member who is subject to the waiting periods provided under Rule 9.6above has been paid in accordance with Rule 20 below, the member shall be liable to repay to the Fund the full amount so paid.
- 9.8 Notwithstanding the provisions of Rules 9.1, 9.2, 9.3, 9.4 and 9.6 the Fund may implement membership underwriting for a period as may be determined by the Board of Trustees from time to time.

# 10. CESSATION OF MEMBERSHIP

A member shall be permitted to terminate his membership if he satisfies the following conditions:

- 10.1 Corporate Membership
  - 10.1.1 A member who marries and qualifies to benefit from another medical aid scheme.
  - 10.1.2 The member applies to resign on 30th June of each year by giving at least 30 days written notice of his intention to do so; provided that, for purposes of Rule 10.1.1 above, the member must have been a member of the Fund with fully paid contributions for at least one (1) financial year.
  - 10.1.3 The above notwithstanding, should the member opt to resign before the 30th June and/or the lapse of one (1) financial year, the Fund's liability shall be limited to the pro-rated level of benefits. If such resignation is accepted, the member will not be entitled to re-join the Fund within a period of two (2) years from the date of such resignation. Such resignation will be permitted; provided that in the year preceding 30th June, such member's claims and a proportional administration cost does not exceed the contributions made by him, including the subsidy received on his behalf from the employer.
- 10.2 Subject to Rules 8.2.3 and 8.6, a member who leaves their respective places of employment, for any reason, shall cease to be a member, and all rights of participation in the benefits under these Rules in respect of himself and his dependants shall thereupon cease, except for claims in respect of services rendered prior to cessation of membership.
- 10.3 Individual Membership



- 10.3.1 Remarries and qualifies for benefits of another medical aid scheme.
- 10.3.2 Applies to resign by giving at least thirty (30) days written notice of his intention to do so; provided that the member would have been a member of the Fund with fully paid contributions for at least one (1) financial year.
- 10.3.3 If such resignation is accepted the individual will not be entitled to re-join the Fund within a period of two (2) years from the date of such resignation.
- 10.3.4 The above notwithstanding, should the member opt to resign before 30th June and/or the lapse of one (1) financial year, the Fund's liability shall be limited to the pro-rated level of benefits.
- 10.4 Subject to the provisions of Rule 40, the Board of Trustees may exclude from membership or terminate the membership of a member whom the Board of Trustees finds guilty of abusing the privileges of the Fund. The Board of Trustees shall inform such member in writing of the reasons for such a decision. In such event, the member may be required by the Board of Trustees to refund to the Fund any sum which, but for his abuse of the privileges of the Fund, would not have been paid to him or on his behalf.
- 10.5 The Board of Trustees shall have the right to terminate the membership of any member whose contributions payable are more than sixty (60) days in arrears. Termination of membership shall effect from the date of last receipt of contributions; and benefits shall only be payable in respect of services rendered up to the date for which contributions would have been received. In such instances, the Fund's liability shall be limited to the pro-rated level of benefits.
  - 10.5.1 After the first thirty (30) days, of no contribution, the membership will be placed under suspension during which claims will not be paid. Termination of membership shall effect from the date of the last received contributions.
- 10.6 Nothing in these Rules shall be construed as altering in any way the employer's right to terminate the service of an employee who is a member of the Fund or any agreement between the employer and the employee in regard to conditions of service.

## 11. MEMBERSHIP CARD

- 11.1 The Fund shall issue to each of its members, proof of membership in the form of a membership card, containing such particulars as may be determined by the Board of Trustees from time to time; further provided that not more than two (2) cards may be issued per member without charge. The member or his dependant(s) shall exhibit the card to the service provider upon service being rendered to the member or his dependant(s).
- 11.2 Every member shall have made available to him and shall upon demand, receive a copy of these Rules. The signing of the application form by the member shall constitute his acknowledgement that he shall, on behalf of himself and his dependants, be bound by these Rules and by any amendments thereof.

# 12. REGISTRATION OF DEPENDANTS

- 12.1 A member shall register on his admission date, all his dependants and shall, in future inform the Fund of the occurrence of any event which results in any one of his dependants no longer satisfying the conditions under which the dependant may have been registered.
- 12.2 From the time the dependant ceases to be eligible to be a dependant and contributions have accordingly been adjusted, he shall no longer be regarded as a dependant for the purposes of these Rules.



#### 13. MARITAL STATUS

13.1 A member who marries, remarries, is divorced or widowed subsequent to joining the Fund, is required to notify the Fund within thirty (30) days thereof, and to subscribe at the amended rates from the first day of the month following the change in his status. The benefits to which he is entitled will, however, be adjusted from the date of change in status.

13.2 A member who marries or remarries subsequent to joining the Fund and who fails to take the action under Rule 13.1 shall be liable to forfeiture of all benefits in respect of the new marital status, until the required notification has been given and the applicable contribution paid.

#### 14. BIRTH AND ADOPTION OF CHILDREN

A member shall notify the Fund within thirty (30) days of the birth or adoption of a child, in order to permit registration of such a child as a dependant. The contribution in respect of such a child shall be due from the first day of the month following the birth or adoption as the case may be. Benefits shall, nevertheless, accrue from the date of birth or adoption; provided that no such child shall qualify for benefits until such time as the parent member qualifies for benefits. Failure to apply for registration of such child as a dependant within the prescribed period will result in a three (3)-month waiting period in respect of benefits for the child.

#### 15. CHANGE OF ADDRESS OF MEMBERS

A member shall notify the Administrator or the Fund without delay, of any changes in their member details, including but not limited to contact and bank details, on the prescribed form. The Fund shall not be held liable if a member's rights are prejudiced or forfeited as a result of neglect to comply with the requirements of this Rule.

#### 16. CONTRIBUTIONS

- 16.1 The total monthly contributions payable shall be as indicated in Annexure A hereof, and as may be amended by the Board of Trustees from time to time.
- 16.2 The above notwithstanding, the Board reserves the right to apply differential pricing or contributions, as the Board may determine from time to time.

#### 17. LIABILITY OF EMPLOYERS AND MEMBERS

- 17.1 The liability of an employer shall be limited to its portion of the member's unpaid contributions.
- 17.2 The liability of a member shall be limited to the amount of his unpaid contributions together with any sum disbursed by the Fund on his behalf or on behalf of his dependants which the member is liable to repay to the Fund under these Rules and which has not been repaid by him to the Fund. Any amount owing by a member to the Fund in respect of himself or his dependants may be recouped out of any monies in the hands of the employer by arrangement with such member. In the event of any member ceasing to be a member, any amount still owing by such member shall be a debt due to the Fund and recoverable by it, without limit.

#### 18. BENEFITS

18.1 Subject to the limitations imposed by these Rules, including risk management interventions, members shall be entitled to benefits as per Annexures B, C, D, E and F (as amended from time to time) and such benefits shall extend through the member to his dependant(s); provided that, such benefits shall only accrue from the admission date of the member, and in the case of a dependant, the date of admission as a dependant.



18.2 A member must choose their preferred benefit option and pay the contribution relevant to such option. He may only transfer from one option to another on the first day of the financial year of the Fund; provided that he has given one (1) month prior written notice of his intention to do so.

- 18.3 Notwithstanding the provisions of Rule 18.1 above, a member, who meets the criterion set for treatment and/or monitoring for HIV and AIDS and chronic disease monitoring and/or treatment may, at any given time during the course of the Fund's financial year, transfer from the Standard Benefit Option to either the Galaxy or the Deluxe Benefit Option. However, the option to transfer from the Standard Benefit Option to either the Galaxy or the Deluxe Benefit Option for chronic diseases other than HIV/AIDS monitoring and/or treatment, shall only be exercised subject to three (3) years prior membership of the Fund.
- 18.4 The Board of Trustees shall have the right to withdraw, put on suspension or refuse payment of benefits to members whose contributions are in arrears, and where an account has been paid in accordance with Rule 20, the member shall be liable to repay to the Fund, the full amount.
- 18.5 Participating employers and/or employer groups shall be required, on a monthly basis, to submit to the Fund Administrators, a list of all terminated employees, for reconciliation and billing. Failure to do so shall leave the employer liable to any costs associated with such an omission and/or failure to do so.
- 18.6 A member shall not cede or assign to any third party any claim, or part of a claim, which he may have against the Fund, and any such cession or assignment will be of no force and will not be recognised by the Fund.
- 18.7 Expenses incurred outside Botswana will be paid in Botswana currency in accordance with the recognised or agreed tariff and the Rules or at the rate charged, whichever is the lesser.
- 18.8 The Fund may provide cover for preventative healthcare interventions as may be determined by the Board of Trustees from time to time.

#### 19. CONTRACTING WITH SERVICE PROVIDERS

- 19.1 The Fund reserves the right to register or refuse registration, and/or to de-register any service provider as follows;
  - 19.1.1 Registration, Refusal to register, De-registration
- 19.2 The service provider shall be registered provided they meet the requirements as stated under Rule 6.39 unless they are found to be in contravention of any of the provisions of the rules or service provider agreement. Notwithstanding the above the Fund reserves the right to refuse to register or de-register a service provider.
- 19.3 The Fund reserves the right to conduct service provider audits, from time to time, for purposes of verifying compliance with service provider agreements entered into with the Fund.

## 20. PAYMENT OF ACCOUNTS

- 20.1 The liability of the Fund to reimburse any member or to pay the account directly to any service provider, shall lapse three (3) months after the date on which services were rendered.
  - 20.1.1 where claims are submitted manually (paper claims) by members or service providers not on EDI, the Fund shall limit the submission period to ninety (90) calendar days after the date on which services were rendered.
  - 20.1.2 where claims are submitted electronically via Electronic Data Interchange (EDI) the Fund shall limit the initial submission period to fourteen (14) calendar days after the date on which the services were rendered.
  - 20.1.3 Where an account is resubmitted electronically the resubmission will only be limited to thirty (30) calendar days after the date on which the services were rendered.
- 20.2 Where a claim is submitted more than three (3) months after the date on which services were rendered, benefits



will be granted only at the discretion of the Board of Trustees, who may impose a penalty of 15% for late submission.

- 20.3 The Board of Trustees may decline payment to any service provider, or reimbursement to any member who has made prior payment to a service provider, in circumstances where the said service provider is either not registered with the Fund and/or has not entered into a reimbursement agreement with the Fund, as may be required by the Fund from time to time.
- 20.4 Every member and/or dependant shall, at every point of service, be required to make a co-payment of 10% of the total cost of service, or such rate as may be prescribed from time to time. The Fund shall pay VAT on behalf of the member and/or dependant subject to availability of benefits and the Fund's tariffs.
- 20.5 The Fund will pay 100% of all bills incurred by the member/dependant, including 10% co-payment, where such bills are cumulatively or otherwise in excess of P30 000 per hospital event, subject to availability of benefits and the Fund's tariffs.
- 20.6 The Fund may waive the payment of the 10% co-payment where the beneficiary has a chronic condition, including HIV/AIDS, and is registered with the Fund's Managed Care Programme.
- 20.7 The member shall be at liberty to use any service provider, of their choice, provided that the service provider meets the requirements as stipulated under Rule 6.39.
  - Notwithstanding the above, The Fund may choose designated service providers, for certain services. Where such is the case the Fund may negotiate benefits and arrangements that shall provide favourable benefits (over and above what is generally provided for in these Rules) to its beneficiaries.
  - 20.7.1 Where a beneficiary chooses not to use a designated service provider, such benefits as described in 0 may not be enjoyed by the beneficiary.
- 20.8 In order for a member to be covered for a hospitalisation which is not an emergency, the claim must be within the member's annual hospitalisation benefit limit and pre-authorised by the Fund.
  - 20.8.1 In cases of an emergency hospitalisation, Rule 20.8 shall not apply with regards to the requirement of preauthorisation. However, the fund shall be notified, within two (2) days or the first working day post a public holiday or within such other times as may be agreed from time to time between the Fund and the relevant Service Provider.
  - 20.8.2 The following shall apply where the provisions of the Rules 20.8.1above have not been followed;
    - 20.8.2.1 Where a hospitalisation claim is above the member's annual hospitalisation benefit limit it, the Fund shall not be under an obligation to pay the service provider any amounts above the benefit limit;
    - 20.8.2.2 Where hospitalisation was not pre-authorised by the Fund but notification was given after two days or after the first working day post a public holiday and the member is still hospitalised, a penalty of 5% shall be applied to the billed amount;
    - 20.8.2.3 Where hospitalisation was not pre-authorised by the Fund and notification was given post hospitalisation, a penalty of 15% shall be applied to the billed amount.
    - 20.8.2.4 Where a claim is submitted for hospitalization without pre-authorisation by the Fund but without notification (whether through the presentation of a claim or otherwise), is given post 48 hours and whilst a beneficiary is still hospitalised, a penalty of 5% shall apply.

## 21. CLAIMS PROCEDURE

21.1 Every claim, submitted to the Fund in respect of the rendering of any service, or the supply of any medicine, requirements, or accommodation in a hospital or nursing home, shall be accompanied by an invoice, signed by the member or dependant certifying the validity thereof.



21.2 Notwithstanding the provisions of Rule 21.1 above, in cases where electronic accounts/ claims are submitted, the Fund shall reserve the right to satisfy itself of the validity of such accounts/claims. The service provider shall avail to the Fund or its designated representatives, upon request, copies of the original accounts/statements duly signed by the member or his dependant(s) as proof that the services for which the Fund has been billed were provided as stated in the accounts/statement submitted to the Fund for reimbursement.

- 21.3 Every claim submitted as per Rules 21.1 and 21.1 above, shall contain the following particulars:
  - 21.3.1 the surname and initials of the member.
  - 21.3.2 the first name of the patient as indicated on the membership card.
  - 21.3.3 the name of the benefit option.
  - 21.3.4 the membership number of the member.
  - 21.3.5 the practice number, name and signature of the health professional or the service provider rendering the service, where applicable.
  - 21.3.6 the date on which the service was rendered.
  - 21.3.7 the nature of the service and international classification of disease (ICD) and/or current procedural terminology (CPT) code or diagnosis code of the complaint for which the service was provided; the trade and/or generic names and quantities of medicines or drugs prescribed and dispensed by the health professional; and the cost of the services, medicines and drugs.
  - 21.3.8 the code number of the items, or recognised tariff.
  - 21.3.9 where the account is a photocopy of the original, certification by the supplier of the service by way of a rubber stamp or signature on such a photocopy.
  - 21.3.10 the name of the referring health professional. Where such referral is in respect of accessing pathology or laboratory services, medical specialist services, physiotherapy, dieticians, speech therapy, clinical psychology, or any other paramedic/allied/associated health services, a copy of the letter of referral shall be attached to the statement of account.
  - 21.3.11 in the case where an invoice refers to the use of an operating theatre, where an operation was performed on the member or a dependant of that member:
    - (a) the name of the health professional who performed the operation concerned.
    - (b) the name or names of the health professional(s) or practitioners who assisted in such operation.
  - 21.3.12 in the case where a pharmacist supplied medicine on the strength of a prescription to a member or a dependant of that member, as addendum to the account or statement, a copy or a photocopy of the prescription certified by the pharmacist, or another pharmacist connected with the pharmacy which supplied such medicine, as a true copy or photocopy of such prescription.
  - 21.3.13 in respect of orthodontic treatment, a statement containing the following shall accompany the first account:
    - (a) the code number in accordance with the scale of benefits for the treatment.
    - (b) a plan of treatment indicating the following:
      - (i) the duration of the treatment.
      - (ii) the total cost that would be charged by the orthodontist for the treatment.



- (iii) the initial primary amount payable by the member.
- (iv) the monthly amount that the member must pay.

Members should submit invoices written in English Language if not so an official and certified interpretation for that particular invoice should be provided.

21.3.14 The amount submitted on the bill should reflect the total cost of service including member co-payments and VAT where applicable.

Where a service provider is found to be unbundling tariffs / tariff codes and split billing, the Board of Trustees shall take appropriate action as it deems fit and in the best interest of the member.

- 21.4 The Fund reserves the right to return all claims not submitted in the prescribed and/or legible format.
- 21.5 Where any account has been paid by a member, he shall, in support of his claim, submit a receipt, as proof of payment.
- 21.6 Accounts for treatment of injuries shall be supported by a statement, setting out particulars of the circumstances in which the injury was sustained, as and when required by the Board of Trustees.
- 21.7 The Board of Trustees may require that, where possible, a claim be certified by the member.
- 21.8 The liability of the Fund to process claims re-submitted for whatever reason, shall lapse two (2) months after the date on which it was first paid.
- 21.9 The payment of claims shall be subject to the provisions of Rule 20.

#### 22. LIMITATION OF BENEFITS

The maximum amount of benefits available to a member and his dependants during a financial year are limited as indicated in paragraph 1 of Annexure I.

## 23. BENEFITS EXCLUDED

Unless otherwise decided by the Board of Trustees, expenses incurred as indicated in Annexure I (as amended from time to time) will not be paid by the Fund.

# 24. EX - GRATIA PAYMENTS

Except in the event of a dread disease, the Board of Trustees may, in its absolute discretion and on a case-by-case basis, make ex- gratia awards to members in distressed circumstances.

- 24.1 Applications for ex-gratia shall be made on a prescribed form and the resultant award shall, amongst other factors, be based on the number of years a member has been with the Fund, number of dependants, member's income or household income for married members, and the exhausted annual benefit limit(s), provided a member has not exhausted their overall annual benefit limit.
- 24.2 Application for Ex-gratia payment should be submitted to the Fund within six (6) months from date of service. The Board of Trustees may under exceptional circumstances consider ex-gratia payments submitted beyond six (6) months from date of service. Application for Ex-gratia payment may be submitted three (3) times in any financial year provided that the amount per submission is not less than One Thousand (P1000) Pula.
- 24.3 The Board of Trustees shall make decisions on ex-gratia awards however the Board of Trustees may delegate the said decision to the Principal Officer and/or any other person so authorised by the Board subject to a criteria as may be decided from time to time. Should the member not be satisfied with the decision of the Board of Trustees, he/she shall have the right of appeal to the Disputes Committee within 14 days upon receipt of notification.



#### **25. MANAGEMENT**

25.1 The affairs of the Fund shall be managed according to these Rules by a Board of Trustees consisting of a maximum of ten (10) and a minimum of five (5) Trustees, of which:

- 25.1.1 Up to four (4) shall be representatives of major employer groups contributing to the Fund. It shall be desirable that all appointees to the Board of Trustees be members or beneficiaries of PULA, however, the Board of Trustees may at its discretion appoint a major employer representative to the Board of Trustees who is not a member or beneficiary of PULA.
- 25.1.2 At least three (3) shall be independent members, with the relevant qualifications, skills and expertise to complement those of the major employer group representatives and appointed by the Board of Trustees.
- 25.1.3 The term of office shall be limited to five (5) years with a possibility of renewal at each Annual General Meeting; provided that no person shall serve on the Board for more than a total of ten (10) years.
- 25.1.4 Notwithstanding Rule 25.1.3 above, where the Board needs to extend a term for a retiring Trustee for whatever business need, the Board may extend such Trustee's tenure by a period not exceeding two (2) years, subject to ratification at the next Annual General Meeting (AGM).
- 25.1.5 Members of Board of Trustees may advertise vacancies in the Board of Trustees in the private media and thereafter nominate eligible candidates for appointment/approval by members at the AGM to fill vacant positions of Independent members in the Board of Trustees.
- 25.1.6 At each Annual General Meeting, retiring Board members shall be eligible for re-appointment provided that no person shall have served on the Board for more than a total of 10 years.
- 25.2 The retiring members shall be eligible for re-election and shall not require nomination.
- 25.3 Any person may be nominated for membership to the Board of Trustees provided that:
  - 25.3.1 He is of full age of twenty-one (21) years.
  - 25.3.2 He has not been convicted of a crime or misdeed punishable by imprisonment without the option of a fine.
  - 25.3.3 He is of a good standing in the community.
  - 25.3.4 He possesses at least three (3) to five (5) years managerial experience and educational qualification in either one or more of the following: -
    - (a) Law
    - (b) Finance
    - (c) Economics
    - (d) Actuarial Science
    - (e) Medicine/Health Services
    - (f) Human Resources
  - 25.3.5 The Fund may provide cover for preventative healthcare interventions as may be determined by the Board of Trustees from time to time.
  - 25.3.6 He qualifies as a Trustee in terms of the "fit and proper" assessment criteria, outlined in terms of the Board of Trustees Framework, as shall be determined by the Board of Trustees from time to time, applicable



laws and corporate governance principles.

- 25.3.7 He satisfactorily undergoes a security reference check by the relevant authorities.
- 25.4 It shall be permissible for a member of the Board to nominate a member of the Fund to act as his alternate on the Board, and subject to the Board's approval, such nominee shall be appointed as an alternate on the Board for such a member provided he/she satisfies the same criteria for appointment of the substantive member.
- An office of an alternate shall become vacant in the same manner as that of a member of the Board, in addition to which, he shall cease to be an alternate if the member he alternates for, ceases to be a member of the Board.
- 25.6 Every five (5) years, at the first meeting of the Board after the Annual General Meeting of the members, the Board shall elect from its members, a Chairman and. Such office bearers shall hold office for a period of five (5)years but shall be eligible for re-election subject to Rule 25.1.3 above. Should a vacancy occur in the office of the Chairman and, the Board shall forthwith from among its members select a person to fill such office for the remainder of the period for which the vacating incumbent would have held the office, subject to Rule 25.1.3 above.
- 25.7 All meetings of the Board shall be presided over by the Chairman and, failing him the Trustees present shall elect one amongst their number, to preside over the meeting.
- 25.8 At least half the number constituting the Board shall from time to time constitute a quorum at Board of Trustees meetings. Any matter requiring a decision can be decided upon by a written resolution signed by at least half the number of Trustees constituting the Board, including the Chairman and Secretary of the Board, and such resolution shall have the same effect as if passed at a meeting of the Board. The Board shall however, note all such resolutions at the next meeting following the passing of such resolution.
- 25.9 A special meeting of the Board may be called at any time on the written requisition of at least five (5) members of the Board who shall give at least fourteen (14) days' notice of such special meeting and shall annex to the notice of the meeting reasons for calling the meeting.
- 25.10 Board of Trustees may resign by giving thirty (30) days written notification of their intention to so resign, by delivering notice at the registered office of the Fund.
- 25.11 The Board may delegate any of its powers and functions to a Committee consisting of such of its members, the Principal Officer or his representative, representatives of the Administrators, or any such individuals as it may nominate, provided that a Committee so appointed shall in the exercise of its powers conform to any Rules or instructions, that maybe imposed on or issued to it by the Board.
  - 25.11.1 Such Committees may include but not limited to the Audit Committee, Dispute Committee, Ethics Committee, Finance Committee, Investment Committee, Remunerations Committee and the Risk and Compliance Committee.
  - 25.11.2 The Board shall determine and reduce to writing the terms of reference and scope of work for each Committee, including a Code of Conduct.

# 26. ADMINISTRATOR

The Board of Trustees shall appoint an Administrator, as defined under Rule 6.1, for the proper execution of the business of the Fund, and shall also determine the terms and conditions of the appointment. The Board of Trustees shall have the power to take all the necessary steps and to sign and execute all the necessary documents to ensure the due fulfilment of the Fund's obligations in regard to such appointment. The Board of Trustees shall have the power to terminate the services of the Administrator, but this may only be effected by means of a resolution adopted at a special meeting of the Board of Trustees convened for this specific purpose.

#### 27. PRINCIPAL OFFICER



The Board of Trustees may appoint a Principal Officer in terms of Rule 6.33 and whose duties and responsibilities are outlined in terms of Rule 28 below.

# 28. DUTIES OF THE PRINCIPAL OFFICER, CHAIRMAN, BOARD OF TRUSTEES AND THE ADMINISTRATOR

- 28.1 The Principal Officer, who shall be appointed by the Board of Trustees and who qualifies as such under the applicable laws and who shall, under the direction and supervision of the Board of Trustees provide secretarial services to the Fund which services shall, without limitation include: -
  - 28.1.1 issuance of all notices of meetings and responding to all enquiries in relation to notices of meetings.
  - 28.1.2 attendance at all meetings of the members, Board of Trustees and of any duly appointed Committee(s).
  - 28.1.3 recording of proceedings of all meetings of members, Board of Trustees and of any duly appointed Committee; and, together with the Chairman, ensure that the minutes of all proceedings are signed as a true and correct record of the proceedings.
  - 28.1.4 responsibility for the preparation and submission of all statutory returns.
  - 28.1.5 responsibility for the development and maintenance of an up-to-date record of the Board of Trustees and Committees of the Board.
  - 28.1.6 liaison with the Regulator, the Fund Administrators, service providers and other stakeholders regarding any business of the Fund.
  - 28.1.7 communication with members regarding any changes to the Fund Rules and benefits, annual contribution increases and/or any other communication to the members, service providers and stakeholders, as may be necessary, in furtherance of the objects of the Fund.
  - 28.1.8 the procurement of services on behalf of the Fund, subject to approval by the Board of Trustees and ensuring that service providers to the Fund and its beneficiaries are appropriately contracted and provide services in accordance with signed service level agreements.
  - 28.1.9 carrying out of all duties as are necessary for the proper execution of the business of the Fund, as the Board of Trustees may direct, from time to time.
- 28.2 The Chairman shall preside and preserve due and proper conduct at meetings and oversee the proper administration of the Fund.
- 28.3 In addition to the responsibilities set out in the Deed of Trust, the Board of Trustees shall:
  - 28.3.1 exercise their powers in accordance with the requirements of any legislation and the Rules of the Fund.
  - 28.3.2 exercise their powers honestly in good faith, in the best interest of the Fund and for the respective purposes for which such powers are explicitly or impliedly confirmed.
  - 28.3.3 exercise the degree and care, diligence and skill in the furtherance of the Fund's objectives.
  - 28.3.4 not make use of or disclose any confidential information received by them on behalf of the Fund other than as may be permitted by law.
  - 28.3.5 not compete with the Fund or become a director or officer of a competing fund/scheme or company unless approved by the Board of Trustees.
  - 28.3.6 attend meetings of the Board of Trustees, with reasonable regularity, unless prevented from doing so by illness or other reasonable excuse.



- 28.4 The Administrator shall, unless otherwise directed by the Board of Trustees:
  - 28.4.1 arrange for the collection of contributions, banking of funds and making such payments as authorised by the Board of Trustees.
  - 28.4.2 ensure that membership data is accurately kept and Fund beneficiaries' benefits are paid out in accordance with these Rules and/or as may be directed by the Board of Trustees from time to time.
  - 28.4.3 ensure that the Fund keeps accounting records pursuant with relevant legislation and international standards, and that annual financial statements are prepared and presented at the Annual General Meeting of members.
  - 28.4.4 ensure the carrying out of all duties as are necessary for the proper execution of the business of the Fund, as the Board of Trustees may direct, from time to time.

## 29. POWERS OF THE BOARD OF TRUSTEES

In addition to the powers outlined in the Deed of Trust, the Board of Trustees shall be empowered to:

- 29.1 open banking accounts with any reputable financial institution in the name of the Fund.
- 29.2 in respect of any monies not immediately required to meet current financial obligations of the Fund, to lend, invest, place on deposit, make advances or otherwise to deal with such monies upon such securities and in such manner as the Board of Trustees may from time to time determine; and to realise, vary, re-invest or otherwise deal with such securities as it may deem appropriate from time to time.
- 29.3 lend money from any reputable financial institution, against the security of the Fund's assets, where applicable.
- 29.4 engage in any act which is in furtherance of the objects of the Fund or for the improved efficiency of the Fund, provided that such an act does not conflict with any provisions of these Rules.

## 30. DISCRETIONARY POWER OF THE BOARD OF TRUSTEES

Any matters not specifically covered by these Rules and/or the Deed of Trust shall be left to the discretion of the Board of Trustees; provided that the decision of the Board of Trustees shall not be inconsistent with the provisions of the Deed of Trust and/or these Rules.

#### 31. SIGNING OF DOCUMENTS

The Board of Trustees shall be empowered to authorise any of its members and/or officers of the Administrator/Principal Officer, as it may approve from time to time, and upon such terms and conditions as may be approved by it, to sign any contract or document binding the Fund or any document authorising the performance of any act on behalf of the Fund.

# 32. INDEMNIFICATION

The Board of Trustees and all officers who deal with the Fund's affairs shall be indemnified by the Fund against all proceedings, costs and expenses incurred by reason of any claim in connection with the Fund, not arising from their negligence, dishonesty or fraud.

# **33. FIDELITY GUARANTEE**

The Board of Trustees shall ensure that the Fund is insured as far as reasonably possible against potential loss resulting from the dishonesty or fraud of any of its officers (including members of the Board of Trustees) having the receipt or charge of monies or securities belonging to the Fund.



#### 34. BOOKS OF ACCOUNT

34.1 The Board of Trustees shall cause to be kept such accounts, entries, registers and records as are essential for proper working of the Fund. The books of accounts shall be prepared at the end of each financial year and shall be audited by the external auditor of the Fund.

34.2 As soon as convenient after the last day of the financial year, in each year, the Board of Trustees shall ensure that the financial statements are prepared.

#### **35. BANKING ACCOUNT**

The Fund shall maintain one or more banking accounts with one or more registered financial institutions. All monies received shall be deposited into the Fund's account(s) and all payments shall be effected by cheque or by electronic direct debit or telegraphic transfer under the signature or authority of persons appointed or authorised in terms of Rule 29.

#### **36. AUTHORITY FOR PAYMENTS**

- 36.1 All disbursements shall be approved by the Board of Trustees provided that such authority may be delegated to the signatories in terms of Rule 30.
- 36.2 Notwithstanding Rule 35, the Board of Trustees may authorise the Administrators to operate a Special Fund Settlement Account for purposes of paying claims and making other day-to-day disbursements as authorised by the Board of Trustees from time to time.

#### **37. SAFE CUSTODY OF SECURITIES**

Any mortgage bond, title deed or other security belonging to or held by the Fund shall, except when in the temporary custody of another person for the purpose of the Fund, be kept in a safe or strong-room, at the registered office of the Fund or with any recognised financial institution approved by the Board of Trustees.

#### **38. EXTERNAL AUDITOR**

- 38.1 An external auditor, who shall be a body corporate, shall be appointed, subject to the approval of the members, at each Annual General Meeting, to hold office from the conclusion of that Annual General Meeting, until the conclusion of the next Annual General Meeting.
- 38.2 Notwithstanding the above, an external auditor shall first be appointed through an open tender process; the duration and other terms thereof having been specified as part of the Terms of Reference for the tender.
- 38.3 At any Annual General Meeting, a retiring external auditor, however appointed, may be re-appointed at the Annual General Meeting following his appointment or re-appointment through a resolution passed by the members in support thereof, unless:
  - 38.3.1 he is not qualified for re-appointment; or
  - 38.3.2 he has given the Fund notice in writing of his unwillingness to be re-appointed for whatever reason.
  - 38.3.3 No officer of the Fund shall, in their personal capacity, be appointed as an external auditor of the Fund.
- 38.4 The members of the Fund may, subject to the approval at any general meeting, remove from office any external



auditor appointed or re-appointed under this Rule and appoint another external auditor in his place, and an auditor so appointed shall, subject to the provisions of Rule 38.2, retire at the conclusion of the Fund's first Annual General Meeting following his appointment.

- 38.5 A resolution at any General Meeting:
  - 38.5.1 appointing as external auditor a firm or company other than a retiring external auditor; or
  - 38.5.2 providing expressly that a retiring external auditor shall not be re-appointed; or
  - 38.5.3 removing an external auditor from office in terms of Rule 38.3; shall not be effective unless notice of intention to move such a resolution has been given to the Fund not less than sixty (60) days before the meeting at which it is moved.
  - 38.5.4 The Fund shall give notice to its members of such intended resolution at the same time and manner as it gives notice of the meeting.
- 38.6 On receipt of the notice of an intended resolution referred to in Rule 38.5.4, the Fund shall forthwith send a copy thereof to the retiring external auditor or the external auditor whom it is intended to remove from office, as the case may be.
  - 38.6.1 Whenever for any reason other than that referred to in Rule 38.3 an auditor vacates his office prior to the expiration of the period for which he has been appointed, the Board of Trustees shall, within thirty (30) days appoint another auditor who shall, subject to the provisions of Rule 38.3.2, retire at the conclusion of the Fund's first Annual General Meeting, following his appointment.
  - 38.6.2 If the members of the Fund at a General Meeting fail to appoint an external auditor required to be appointed in terms of this Rule, the Board of Trustees may make such an appointment and determine the remuneration to be paid to the external auditor by the Fund. The external auditor so appointed, shall, subject to the provisions of Rule 38.2, retire at the conclusion of the Fund's first Annual General Meeting following his appointment.
- 38.7 The external auditor of the Fund, however appointed, shall be entitled to: -
  - 38.7.1 attend any General Meeting of the Fund and to receive all notices of and other communications relating to any General Meeting which any member of the Fund is entitled to receive.
  - 38.7.2 make at such meetings any statement that he desires to make in relation to any return, account or balance sheet examined by him or report made by him or to make representations in relation to any matter affecting his appointment, removal or remuneration.
- 38.8 The external auditor of the Fund shall have a right of access at all times to the books and accounts and vouchers of the Fund, and shall be entitled to request from the Board of Trustees and the officers of the Fund, such information and explanations as he thinks necessary for the performance of his duties.
- 38.9 The external auditor shall make a report to the members of the Fund and to the Board of Trustees on the accounts examined by him and on the financial statements laid before the Fund in a General Meeting.

## 39. GENERAL MEETINGS OF MEMBERS

- 39.1 Annual General Meeting
  - 39.1.1 An Annual General Meeting of members shall be held each year, within six (6) months of the end of the financial year, at such time and place as the Board of Trustees shall determine for the purpose of:



39.1.1.1 receiving and adopting the audited annual financial statements together with the external auditor's report and the report of the Board of Trustees on the past year's financial and operational performance.

- 39.1.1.2 the appointment or re-appointment of the external auditor
- 39.1.1.3 the appointment and re-election of Trustees.
- 39.1.1.4 the approval or ratification of Trustees fees.
- 39.1.1.5 the approval or ratification of external auditors' fees.
- 39.1.1.6 any other business for which due notice has been given.
- 39.1.2 The notice convening the Annual General Meeting containing the agenda, the audited annual financial statements, the report of the external auditor and report of the Board of Trustees shall be dispatched not less than twenty-one (21) days before the date of the meeting to all members and to the Board of Trustees. The non-receipt of the notice shall not invalidate the proceedings of the meeting.
- 39.1.3 Notice of motions to be placed before the Annual General Meeting must reach the Administrators not later than fourteen (14) days prior to the date of the meeting.

#### 39.2 Special General meeting

- 39.2.1 The Board of Trustees may, whenever it thinks desirable, convene a Special General Meeting of members, of which not less than twenty-one (21) days' notice shall be given; or shall upon receipt of a requisition signed by not less than fifty (50) members of the Fund, arrange such meeting. Notice, stating full particulars of the object of the meeting shall be given, mutatis mutandis, in the manner provided for in Rule 39.1.2. The meeting shall be held at such time and place as the Board of Trustees shall determine.
- 39.2.2 Any requisition shall specify the objects of the meeting requisitioned; shall be signed by the members making such requisition; and shall be deposited at the registered office of the Fund. Should the Board of Trustees fail within fourteen (14) days after the aforesaid deposit, to issue notice to convene such a meeting, the Trustees that requested the meeting may themselves convene such a meeting to be held within one (1) month of such deposit; provided that no resolution carried at any such meeting shall be binding and final unless confirmed at a subsequent meeting to be convened by the Board of Trustees within one (1) month from the date of the first meeting and is approved by the Board of Trustees.

### 39.3 Quorum

- 39.3.1 Fifty (50) members of the Fund present in person or by proxy shall form a quorum for an Annual or a Special General Meeting.
- 39.3.2 If a quorum is not present at an Annual General Meeting or at a Special General Meeting called by the Board of Trustees after the lapse of thirty (30) minutes from the time fixed for the commencement of the meeting, the meeting shall stand adjourned until the same day and time of the following week.
- 39.3.3 The members then present shall form a quorum; provided that if the same day of the next meeting is a public holiday, the meeting shall stand adjourned until the first working day following the public holiday.
- 39.3.4 Provided further that if a quorum is not present at a Special General Meeting convened on the requisition of members after the lapse of thirty (30) minutes from the time fixed for the commencement of the meeting, the meeting shall be cancelled.

#### 39.4 Proxies

39.4.1 Any member shall be entitled to be present at any general meeting in person or represented by proxy.

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39.4.2 The instrument appointing a proxy shall be in writing, in such form as the Board of Trustee may direct and shall be given only to a member of the Fund. The proxy shall be deposited at the registered office of the Fund or at such other place or places as the Board of Trustee shall decide and of which notice shall have been given in the notice of the meeting. It shall be deposited not later than twenty-four (24) Hours before the time for holding the meeting.

# 39.5 Chairman at General Meetings

39.5.1 The Chairman of the Board of Trustees for the time being shall be required to take the chair at every general meeting. In his absence, the Board of Trustees shall choose one amongst their number to chair the meeting.

#### 39.6 Representation and voting at general meetings

- 39.6.1 Every member who is present or represented by proxy at a meeting of members of the Fund and whose contributions are not in arrears shall be entitled to vote at the meeting and shall on a show of hands have one vote only, but upon a poll, such member shall have one vote for every member whose contributions are not in arrears for whom he holds a proxy.
- 39.6.2 Except as is otherwise expressly provided in any legislation governing the Trust or by these Rules, all questions, matters and resolutions arising at or submitted to any general meeting shall be decided by a majority of votes cast and shall, in the first instance be decided by a show of hands unless a poll is demanded (before or on the result of a show of hands) by:
  - (a) the Chairman of the meeting.
  - (b) not less than five (5) members having the right to vote at the meeting.
  - (c) a member or members representing by proxy not less than one tenth of all members having the right to vote at the meeting

A declaration by the Chairman of the meeting that a resolution has, on a show of hands, been carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority, shall be final and binding on all members.

In the case of an equality of votes the Chairman shall, on both a show of hands and a poll, have a casting vote in addition to a deliberative vote.

- 39.6.3 If a poll is demanded as aforesaid it shall be taken in such a manner and at such place and time as the Chairman of the meeting directs, and either immediately or after an interval or adjournment. The demand for a poll may be withdrawn. Two (2) scrutinizers shall be elected to count the votes and to declare the results of the poll and their declaration, which shall be announced by the Chairman of the meeting, shall be deemed to be the resolution of the meeting at which the poll was demanded. In the case of any dispute as to the admission or rejection of vote, the Chairman of the meeting shall determine the same, and the determination of the Chairman made in good faith shall be final and conclusive.
- 39.6.4 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 39.6.5 In the event a meeting is adjourned by more than seven (7) days from the original date set down for the meeting, a member may withdraw his authority at any time. In the event that the member withdraws the mandate, he may substitute the previous instrument for a new one.

# 39.7 Adjournment of meetings

Subject to the provisions of Rule 39.6.3, the Chairman of a general meeting at which a quorum is present may, with the consent of the meeting (and shall if so directed by the meeting), adjourn the meeting to a date neither earlier



than seven (7) nor later than twenty-one (21) days after the date set down for the meeting, and the Board of Trustees shall within three (3) days give notice of the adjournment in the manner set out in Rule 39.1.2 stating:

- (a) the date, time and place to which the meeting has been adjourned.
- (b) the matter before the meeting when it was adjourned.
- (c) the grounds for the adjournment.

No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

#### **40. SETTLEMENT OF DISPUTES**

- 40.1 A Dispute Committee of four (4) members, who should preferably not be members of the Board of Trustees, shall be appointed by the Board of Trustees.
- 40.2 Any dispute which may arise between a member, prospective member, former member or a person claiming by virtue of such member, and the Fund or an officer of the Fund shall be referred by the Principal Officer to the Board of Trustees for review; provided that such member or the person claiming by virtue of such member shall have the right to be heard before the Dispute Committee either in person or through a representative. The decision of the said Dispute Committee shall be final and binding; provided that such decision is not inconsistent with these Rules.

#### 41. TERMINATION OF EMPLOYER PARTICIPATION

An employer shall be permitted to withdraw from the Fund on giving sixty (60) days' written notice of its intention to do so; provided that, in its absolute discretion, the Board of Trustees may accept a shorter period of notice.

## 42. DISSOLUTION OF THE FUND

Should the Board of Trustees or the members present or represented by proxy at a general meeting decide with a two-thirds majority to dissolve the Fund, the Administrator shall dispatch to every member by registered post a memorandum containing the reasons for such a step and setting forth the basis of distribution of the assets in the event of winding up, together with a ballot paper. Every member shall be requested to return his ballot paper duly completed before a prescribed date. If at least fifty (50) percent or such higher percentage as the Board of Trustees may determine from time to time, are in favour of the dissolution of the Fund, the Board of Trustees shall take a formal decision that the Fund shall be dissolved with effect from the prescribed date, from which date no further contributions shall be payable to the Fund.

#### 43. AMALGAMATION WITH ANY OTHER MEDICAL AID SCHEME

The Fund may, subject to the approval of the Board of Trustees, amalgamate with or transfer any of its assets and liabilities to, or take transfer of assets and liabilities from any other medical aid scheme.

# 44. PERUSAL OF DOCUMENTS

- 44.1 Any member shall on request, be supplied by the Fund, free of charge, a copy of the latest financial statements of the Fund.
- 44.2 Additional copies of the documents mentioned in Rule 44.1 shall be supplied by the Fund on application and upon payment of a charge per copy, as may be determined by the Board of Trustees from time to time.
- 44.3 A member shall be entitled to inspect free of charge at the registered office of the Fund or the office of the



Administrator, any of the following documents and make copies thereof:

- 44.3.1 the Rules of the Fund;
- 44.3.2 the latest financial statements of the Fund; and
- 44.3.3 the latest external auditor's report of the Fund.

## **45. AMENDMENT OF RULES**

- 45.1 Unless otherwise provided for in these Rules the Board of Trustees shall be entitled to alter or rescind any Rule or Annexure or to make any additional Rule or Annexure, provided that no alteration, rescission or addition which affects the objects of the Fund, or which increases the rates of contribution or decreases the extent of benefits by more than twenty-five (25) percent during any financial year shall be valid unless it has been approved by a majority of members present or represented by proxy at a meeting of members convened in the manner provided for in Rule 39.2 or by ballot, arranged in the manner prescribed by Rule 42.
- 45.2 Details of amendments shall be submitted as soon as possible to members and employers who shall make such amendments known to members who are in their employ.
- 45.3 Without derogating from the generality of the aforesaid, but subject always to Rules 45.1 and 45.2, the Board of Trustees may in its discretion amend these Rules from time to time for the improved efficiency of the Fund.



# 46. Annexure A- Contributions

(Effective 1st July 2021)

#### 1. GENERAL

The total contribution payable in respect of;

a) A Corporate Membership member (part of which may be payable by the employer) is based on the income of the principal member, number and category of dependants and number of employees enrolled with the Fund.

b) An Individual Membership member is based on the income of the principal member and number and category of dependants enrolled with the Fund.

Contributions are payable monthly in arrears and are shown in the tables below.

#### 2. CORPORATE MEMBERSHIP

# **Dependant Categories**

Principal Member

Adult Dependant (spouse)

Child or special Dependant

# 3. Executive Benefit Option contributions 2021-22

	Contribution for FY 2021/22 (BWP)
Principal Member	P 2,009
Adult Dependant	P 1,379
Child or special Dependant	P 313

# 4. Deluxe Benefit Option contributions 2021-22

Stratum 1 (1-10 employees registered on the Fund)						
Basic Salary per month Principal Member Adult Dependant (Spouse) Child or Special Dependant (child)						
0 - 3,000	1,206	961	429			
3,001 - 10,000	1,414	1,126	502			
10,001 and above	1,484	1,182	528			

Stratum 2 (11-39 employees registered in the Fund)						
Basic Salary per month Principal Member Adult Dependant (Spouse) Child or Special Dependant (chi						
0 - 3,000	1,060	843	377			
3,001 - 10,000	1,240	990	443			
10.001 and above	1.302	1039	464			



Stratum 3 (40-74 employees registered in the Fund)							
Basic Salary per month	Principal Wemper — Adult Dependant (Spouse) — Unild of Special Dependant (Child)						
0 - 3,000	0 - 3,000 948 753 340						
3,001 - 10,000 1,109 885 398							
10,001 and above 1,166 930 419							

Stratum 4 (75+ employees registered in the Fund)						
Basic Salary per month Principal Member Adult Dependant (Spouse) Child or Special Dependant (child)						
0 - 3,000	763	608	277			
3,001 - 10,000	895	709	321			
10,001 and above 939		747	337			

# 5. Galaxy Benefit option contributions 2021-22

Basic Salary per month	Principal Member	Adult Dependant (Spouse)	Child or Special Dependant (child)
0 – 2,000	521	448	114
2,001 – 5,000	687	586	148
5,000 and above	734	629	169

# 5.1. Galaxy Benefit option contributions -Continuing Individual Membership 2021-22

Basic Salary per month	Principal Member	Adult Dependant (Spouse)	Child or Special Dependant (child)
0 – 2,000	521	448	114
2,001 – 5,000	687	586	148
5,000 and above	734	629	169

# 6. Standard Benefit option contributions 2021-22

Basic Salary per month	Principal Member	Adult Dependant (Spouse)	Child or Special Dependant (child)
0 – 2,000	464	399	102
2,001 – 5,000	613	524	131
5,000 and above	656	561	151

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# 6.1. Standard Benefit Option-Continuing Individual Membership contributions 2021-22

Basic Salary per month	Principal Member	Adult Dependant (Spouse)	Child or Special Dependant (child)
0 – 2,000	464	399	102
2,001 – 5,000	613	524	131
5,000 and above	656	561	151

## 7. Flexi Benefit option contributions 2021-22 (Outpatient Option)

Basic Salary per month	Principal Member	Adult Dependant (Spouse)	Child or Special Dependant (child)		
0 – 2,000	346	297	76		
2,001 – 5,000	455	389	98		
5,000 and above	487	417	113		

#### 7.1. Flexi Benefit option contributions- Continuing Individual Membership 2021-22 (Outpatient Option)

Basic Salary per month	Principal Member	Child or Special Dependant (child)	
0 – 2,000	346	297	76
2,001 – 5,000	455	389	98
5,000 and above	487	417	113

#### 8. CONTRIBUTION CALCULATIONS

## 8.1. CORPORATE MEMBERSHIP

- 8.1.1.For a Principal Member earning P5 000, married with one (1) child and on De-luxe Stratum 3, the monthly contribution payable would be P2, 391 (i.e. P1,109+P885+P398), less any portion that the employer may subsidise.
- 8.1.2. For an unmarried Principal Member earning P5 000, with two (2) children and on De-luxe Stratum 3 the monthly contribution payable would be P1, 905 (i.e. P1,109+P398+P398, less any portion that the employer may subsidise.
- 8.1.3. For members on the Executive, Galaxy, Flexi and Standard Benefit Option the contributions payable calculation is similar to the above examples except that there is only one (1) table.

## 8.2. CONTINUING INDIVIDUAL MEMBERSHIP

- 8.2.1. For members covered under **Continuing** Individual Membership the contributions payable calculation is similar to the above examples except that there is only one (1) contribution table for each benefit option.
- 8.2.2.Income qualification for special dependants



The income qualification in respect of a special dependant registered in terms of Rules 6.9.6.1.1 to 6.9.6.3 shall not be more than the minimum wage paid by the government of Botswana from time to time.

NB. The Board of Trustees may, as they shall determine, apply preferential pricing on larger employer groups depending on claims utilisation patterns.

# 8.3. NON-CONTINUING INDIVIDUAL MEMBERSHIP

8.3.1. For members covered under non-continuing Individual Membership, the tables below as read with Rule 8.2.3.1 shall apply. The contributions payable calculation is similar to the above examples except that there is only one (1) contribution table for each benefit option, based on age of the Principal Member.

#### 8.3.2.Income qualification for special dependants

The income qualification in respect of a special dependant registered in terms of Rules 6.9.6.1.1 to 6.9.6.3 shall not be more than the minimum wage paid by the government of Botswana from time to time.

#### **Executive Benefit Option Individual Contributions**

Age	Principal Member	Adult Dependant	Child or Special Dependant
0 - 24	2,009	1,379	313
25 - 29	2,009	1,379	313
30 - 34	2,009	1,379	313
35 - 39	2,009	1,379	313
40 - 44	2,109	1,450	313
45 - 49	2,215	1,522	313
50 - 54	2,326	1,597	313
55 - 59	2,442	1,674	313
60 - 64	2,564	1,762	313
65 +	2,692	1,850	313

# **Deluxe Benefit Option Individual Contributions**

Age	Principal Member	Adult Dependant	Child or Special Dependant
0 - 24	1,484	1,182	528
25 - 29	1,484	1,182	528
30 - 34	1,484	1,182	528
35 - 39	1,484	1,182	528
40 - 44	1,559	1,239	528
45 - 49	1,637	1,304	528
50 - 54	1,718	1,367	528
55 - 59	1,805	1,437	528
60 - 64	1,894	1,507	528
65 +	1,989	1,583	528

# **Galaxy Benefit Option Individual Contributions**

Age	Principal Member	Adult Dependant	Child or Special Dependant
0 - 24	734	629	169
25 - 29	734	629	169
30 - 34	734	629	169
35 - 39	734	629	169
40 - 44	770	663	169
45 - 49	810	692	169
50 - 54	849	727	169
55 - 59	892	763	169
60 - 64	936	803	169
65 +	984	844	169

# **Standard Benefit Option Individual Contributions**

Age	Principal Member	Adult Dependant	Child or Special Dependant
0 - 24	656	561	151
25 - 29	656	561	151
30 - 34	656	561	151
35 - 39	656	561	151
40 - 44	689	587	151
45 - 49	723	622	151
50 - 54	759	652	151
55 - 59	798	681	151
60 - 64	837	715	151
65 +	879	750	151

# Flexi Benefit Option Individual Contributions

Age	Principal Member	Adult Dependant	Child or Special Dependant
0 - 24	487	417	113
25 - 29	487	417	113
30 - 34	487	417	113
35 - 39	487	417	113
40 - 44	511	436	113
45 - 49	537	460	113
50 - 54	563	482	113
55 - 59	591	506	113
60 - 64	620	530	113
65 +	652	558	113

## 47. Annexure B- Executive Benefit option

#### **Benefits**

# **Individual and Corporate Membership**

(Effective 1st July 2021)

#### General

#### 1. Benefit Commencement Date

Members and their registered dependants are entitled to the following benefits with regard to treatment received from the first date of membership.

#### 2. Proration of annual benefit maxima in the first year of membership

In the event that a member joins the Fund after the beginning of the financial year (1st July) the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

#### 3. Recognised tariff maxima

"Recognized tariff" in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by the Board of Trustees

Where services are procured outside Botswana the benefit is limited to the Tariffs as may be determined by the Board of Trustees from time to time; as well as the exchange rate prevailing at the time.

#### 4. 4. Scope of Benefits

The scope of benefits or level of benefits is based on membership categories and the annual overall limit per benefit option.

#### Member Categories

M+0 = Member without dependants

M+1 = Member with one dependant

M+2 = Member with two dependants

M+3 = Member with three dependants

M+4 = Member with four dependants

M+5+ = Member with five or more dependants

# A. Scope of benefits for the Executive Benefit Option (Individual and Corporate Membership)

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Overall Limit (Annual Basic Limit + Dread Disease Cover		2,000,000	2,000,0	2,000,0	2,000,00	2,000,00	2,000,0	Per family per annum
Annual Basic Limit (including hospitalization)		1,300,000	1,300,0	1,300,0	1,300,00	1,300,00	1,300,0	Per family per annum
Dread Disease Cover		700,000	700,000	700,00 0	700,000	700,000	700,000	Per family per annum



1. Medical Practitioners Professional Fees										
1.1. General Practitioners & Medical Specialists, including Psychiatrists		Up to Annual Basic Limit or balance thereof								
1.1.1. Consultation visits, non-surgical procedures, operations, anesthetics and other related professional services including confinement services	90%	Up to An	Per family per annum							
2. Physiotherapy	90%	Upon referral by a medical doctor (subject to annual basic limit or								
2. Physiotherapy	90%			balance th	nereof)			annum		
3. Dentistry										
3.1. Maxilo-facial & oral surgery								Per family per		
3.2. Conservative dentistry including Plastic based dentures	90%		Up to ann	e thereof		annum				
3.3. <b>Limited</b> Dentistry										
3.3.1. <b>Inlays</b> , crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics	90%	20	20 000 (Subject to annual basic limit or balance thereof)							
4. Prescribed Medicines and Injection Material (Classification is as scheduled under relevant medicine control Act (e.g. MRA) Subject to annual basic limit		Subject to pre-authorisation and Case Management								
4.1. Overall Medicines Limit	90%	4,000	7,000	8,700	9,500	10,000	10,000	Per family per annum		
4.1.1.Pharmacy only Medicines (Over the counter medicines)	90%	1,000	1,800	2,100	2,600	3,000	3,000	Per family per annum		

4.1.2.Prescription only medicines including injection materials supplied by authorized health professional	90%	3,000	5,200	6,600	6,900	7,000	7,000	Per family per annum		
5. Government and Private Hospitals (inpatient)		Subject to pre-authorisation and Case Management								
<ul><li>5.1. Accommodation</li><li>(General ward)</li></ul>	90%									
<ul><li>5.2. Intensive care or</li><li>High care</li></ul>	90%		Up to Annual Basic Limit or balance thereof							
5.3. Recovery Room Fees	90%									
<ul><li>5.4. Medicines, materials</li><li>&amp; apparatus</li></ul>	90%									
5.5. Theatre fees	90%									
5.6. Prosthesis used in surgery	90%	8	0 000 subject t	o annual bas	sic limit or b	palance there	eof	Per family per annum		
6. Confinement Facility Fees only (Professional fees covered under "Medical Practitioners Professional Fees")	Subject	to pre-auth	norisation, Cas	e Manageme	ent and anr	nual basic lim	nit or baland	e thereof		
6.1. Normal	100%	10,000	10,000	10,000	10,000	10,000	10,000	Per beneficiary per annum		
6.2. Caesarian	100%	20,878	20,878	20,878	20,878	20,878	20,878	Per beneficiary per annum		
7. Nursing Services			Subject to a	nnual basic	limit or bala	ance thereof				
<ul><li>7.1. Consulting nurse</li><li>(Family Nurse</li><li>Practitioner)</li></ul>	At consultation tariff equivalent to half of Medical Practitioner Subject to annual basic limit or balance thereof						Per family per annum			
7.2. Step-down facility/ Nursing homes	Maximum of 42 days in any one (1) financial year. Subject to annual basic limit or balance thereof							Per family per annum		
7.3. Home-based Nursing	90%	4,000	5,000	5,400	5,800	6,200	6,600	Per family per annum		



8. Allied Health Professionals									
8.1. Optical									
8.1.1 Orthoptistry			Up	to 1,600 or b	alance the	reof		Per family per annum	
8.1.2 Eye test by optometrist		At ag	At agreed tariff and up to annual basic limit or balance thereof						
8.1.3 Frame and lenses OR Contact lenses and Contact lenses Solutions			Benefit Limit 5720						
8.1.3.1 Frame			Up to overall optical benefit limit or balance thereof						
8.1.3.2 Contact lenses and Contact lenses Solutions			Up to overall optical benefit limit or balance thereof						
8.2 Audiology and/or Speech Therapy	90%								
8.3. Dietician (Doctor's referral required)	90%	15 000	15 000 per family per annum (for any combination of 8.2 to 8.6.						
8.4. Clinical Psychology	90%		Subject to annual basic limit or balance thereof						
8.5. Occupational Therapy	90%								
8.6. Chiropody	90%								
8.7. Ambulance (Interhospital transfer only)	90%	4 000	per case. Sub	ject to annua	al basic limi	it or balance	thereof		
8.8. Blood Transfusion	90%		Up to Ann	ual Basic Lin	nit or balan	ce thereof			
8.9. Medical Assistive Devices	90%	30 00	00 per family p annua	er annum su basic limit c	•		on. and		
8.10. Medical and Surgical Appliances	90%	2,000	2,800	3,400	4,200	4,800	5,600	Per family per annum	
8.11. Wheel Chair	90%	3 500 pe	r beneficiary c annua	nce every the basic limit of		-	Subject to		
9. Associated Health Serv	vices								
9.1. Chiropractic									
9.2. Homeopathy or Naturopathy	90%	2 300	per family per Subject to a	annum (for	-		to 9.3).		
9.3. Acupuncture									
10. Preventive Care			Subject to a	nnual basic	limit or bala	ance thereof			



10.1. Preventive Package	90%	Annual medical examination inclusive of screening tests such as HIV, Pap smear, mammograms etc. as may be determined from time to time by the Board of Trustees.	Per beneficiary per annum
10.2. Safe Male Circumcision (HIV Prevention only)	90%	At agreed tariff subject to preauthorization.	Per beneficiary per annum
10.3. Surgical Contraception	90%	Subject to pre-authorisation	Per beneficiary per annum
11. Specified Conditions		Subject to pre-authorisation and annual basic limit or balance thereof	
11.1. Psychiatric Medicines	90%	20 000 per person covered in the family.	Per beneficiary per annum
<ul><li>11.2. Alcoholism and</li><li>Drug addiction</li><li>(Rehabilitation)</li></ul>	90%	30 000 per family per annum.	Per family per annum
11.3. HIV/AIDS	90%	20 000 per person covered in the family.	Per beneficiary per annum
11.4. Chronic Medication (Non-Communicable Diseases (NCDs))	90%	20 000 per person covered in the family.	Per beneficiary per annum
12. International Travel Insurance		25 000 000 Cover for international travel 1 000 000 Cover for Lesotho, South Africa and Eswatini. Both covers are for medical and related costs up to 92 consecutive days outside Botswana – terms and conditions apply.	

# Dread Disease Cover / Benefit Definition/Description of Dread Disease Cover / Benefit

The annual Dread Disease Benefit or a proportion thereof shall be available to cover all or anyone (1) of the conditions listed below, subject to the Fund Rules and pre-authorisation. The Cover is provided as a benefit per family per annum regardless of family size and is extended to maintenance treatment of the qualifying conditions. Upon exhaustion of the Dread Disease Benefit, the beneficiary shall neither be eligible to access the Annual Overall Benefit nor qualify for Ex - gratia award.

The Dread Disease Cover is available to members of the Executive and De-luxe Benefit Options. The Dread Disease Cover annual limit is P700 000 per family for the Executive Option. In this context, diagnosis shall mean: A diagnosis by a registered health practitioner, supported by relevant clinical, radiological and laboratory evidence.

Dread Disease Benefit shall apply in respect of the following list of conditions and qualifying criteria.



Qua	lifying Condition and Description	% of Recognised tariff	Dread Disease Annual Limit: P700,000	Limit qualification	
1	Heart attack		·		
	The death or final cessation of a full thickness portion of the heart muscle, due to in adequate blood supply to the relevant. The diagnosis will be based on the following criteria.  i. A history of typical chest pain ii. New ECG changes and iii. The elevation of cardiac enzymes	90%	Up to the dread annual limit	Per family per annum	
2	Open by-pass surgery or surgical treatment of a coronary disease.	90%	Up to the dread annual limit	Per family per annum	
3	Stroke  Any cerebrovascular occurrence which produces neurological sequel which lasts more than 24 successive hours and produces evidence of permanent neurological deficit, included herein shall be infraction (localized death because of inadequate blood supply) of brain tissue, intracranial (within the skull) and or subarachnoid hemorrhage and	90%	Up to the dread annual limit	Per family per annum	
	embolization (sudden blocking of blood vessels) from an extra cranial				
	source.				
4	Cancer  A disease manifested by the presence of malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and invasion of normal surrounding tissue, except, that, cancers diagnosed and treated by primary biopsy only: that is, not requiring any further surgical, medical (chemotherapy etc.) or radio-therapy, or other modalities are excluded. These excluded treatment areas will continue to be covered under basic /ordinary annual limits. For 'dread disease' purposes, the term Cancer shall also include leukemia and Hodgkin's Disease (enlargement of lymph glands in the spleen, liver etc.) but shall exclude all skin cancers; except invasive and malignant melanomas. As with biopsies etc. treatment of skin cancer will be paid out of the base (ordinary) annual limits.	90%	Up to the dread annual limit	Per family per annum	
5	Kidney Failure				
	End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.	90%	Up to the dread annual limit	Per family per annum	
6	Organ transplant				
	The human to human transplant from a donor to the Fund's beneficiary, of one or more of the following organs:  i. Kidney ii. Heart iii. Lung iv. Pancreas v. Bone marrow vi. Liver	90%	Up to the dread annual limit	Per family per annum	
	The transplant of all or other organs, parts of organs or any other tissue transplant is excluded.				



7	Paraplegia			
	The total and irreversible loss of the use of both limbs.	90%	Up to the dread annual limit	Per family per annum
8	Systemic Lupus Erythematous (SLE)			
	A chronic autoimmune disease that affects different parts of the body including heart, lungs, blood vessels, muscles, joints, kidneys, and the nervous system. Manifestation differs from person to person.	90%	Up to the dread annual limit	Per family per annum
9	Multiple Sclerosis			
	A disease or diagnosis by a suitably qualified specialist practitioner of the central nervous system, characterized by disseminated patches of demyelination (destroyed myelin tissue) in the brain or spinal cord-resulting in multiple neurological symptoms and signs, with remissions and exacerbations.	90%	Up to the dread annual limit	Per family per annum
10	Motor vehicle/ Road traffic accident			
. 3	Treatment emanating from, or as a cause of the patient having been involved in a road traffic accident. The Fund's exposure will be limited to the extent of Annexure C Rule 2.8 (of the existing Rules) which provides that any other party (such as Motor Vehicle Accident Fund) who is liable fully or in part will contribute to treatment costs.	90%	Up to the dread annual limit	Per family per annum
11	Hepatitis	90%	Up to the dread	Per family
	Tiopanio	3070	annual limit	per annum

#### 48. Annexure C- Deluxe Benefit option

#### **Benefits**

## **Individual and Corporate Membership**

(Effective 1st July 2021)

#### General

#### 1. Benefit Commencement Date

Members and their registered dependants are entitled to the following benefits with regard to treatment received from the first date of membership.

## 2. Proration of annual benefit maxima in the first year of membership

In the event that a member joins the Fund after the beginning of the financial year (1st July) the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

## 3. Recognised tariff maxima

"Recognized tariff" in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by the Board of Trustees

Where services are procured outside Botswana the benefit is limited to the Tariffs as may be determined by the Board of Trustees from time to time; as well as the exchange rate prevailing at the time.

#### 4. Scope of Benefits

The scope of benefits or level of benefits is based on membership categories and the annual overall limit per benefit option.

Member Categories

M+0 = Member without dependants

M+1 = Member with one dependant

M+2 = Member with two dependants

M+3 = Member with three dependants

M+4 = Member with four dependants

M+5+ = Member with five or more dependants

## A. Scope of benefits for the Deluxe Benefit Option (Individual and Corporate Membership)

Covered Conditions	% of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Overall Limit (Annual Basic Limit + Dread Disease Cover		1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	Per family per annum
Annual Basic Limit (including hospitalization)		700,000	700,000	700,000	700,000	700,000	700,000	Per family per annum



<b>Dread Disease Cover</b>		500 000	500 000	500 00	00 50	000 000	500 000	500 000	Per family per annum	
Medical Practitioners     (Professional Fees)	General Pract	itioners & Me	dical Specia	lists, inclu	ıding Psy	ychiatrists				
1.1. Consultation visits, non-surgical procedures, operations, anesthetics and other related professional services including confinement services	90%		00 but subje ins are subje				or balance tl	nereof (MRI	Per family per annum	
2. Physiotherapy (Upon referral by a medical doctor)	90%	90% Up to 200 000 but subject to annual basic limit or balance thereof								
3. Dentistry	3. Dentistry									
3.1. Maxilo-facial & oral surgery	Per family									
<ul><li>3.2. Conservative dentistry including Plastic based dentures</li></ul>	90%	Up to 200 0	Up to 200 000 but subject to annual basic limit or balance thereof							
3.3. Limited Dentistry										
3.3.1.Inlays, crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics	90%	10 000 subj	10 000 subject to the 200 000 limit and annual basic limit or balance thereof							
4. Prescribed Medicines and Injection Material:	(Classificati	on is as sche	duled under			control A	ct (e.g. MRA	)). Subject to	annual basic	
4.1. Overall Medicines Limit	90%	3,000	5,60	00	7,700	8,200	8,600	8,600	Per family per annum	
4.1.1.Pharmacy only Medicines (Over the counter medicines)	90%	900	1,68	30	2,310	2,460	2,580	2,560	Per family per annum	
4.1.2.Prescription only medicines including injection materials supplied by authorized health professional	90%	2,100	3,9.	20	5,390	5,740	6,020	6,020	Per family per annum	
5. Government and Private Hospitals (in-patient)	Subject to pre-authorisation and Case Management									

5.1. Accommodation	90%									
(General ward)										
5.2. Intensive care or High care	90%									
	000/	Up to 500 000 but	Jp to 500 000 but subject to annual basic limit or balance thereof							
5.3. Recovery Room Fees	90%	·	<b>,</b>							
5.4. Medicines, materials & apparatus	90%									
5.5. Theatre fees	90%									
5.6. Prosthesis used in surgery	90%	60 000 subject to a thereof	0 000 subject to a 500 000 limit and the annual basic limit or balance nereof							
6. Confinement Facility										
Fees only (Professional										
fees covered under "Medical		Subject to pre-auth	norisation and	d Case Ma	nagemen	t (subject to a	a 500 000 lim	it or balance		
Practitioners Professional		thereof)								
Fees")										
								Per		
6.1. Normal	100%	9,072	9,072	9,072	9,072	9,072	9,072	beneficiary		
								per annum		
								Per		
6.2. Caesarian	100%	20,245	20,245	20,245	20,245	20,245	20,245	beneficiary		
								per annum		
7. Nursing Services	Subject to ann	nual basic limit or bal	ance thereof							
7.1. Consulting nurse	90%	At consultation tari			ledical Pr	actitioner (su	ıbject to a	Per family		
(Family Nurse Practitioner)	0070	limit of 200 000or b		•				per annum		
7.2. Step-down facility/	90%	Maximum of 42 da	•	(1) financ	ial (Subje	ct to a limit o	f 500 000	Per family		
Nursing homes		or balance thereof	)					per annum		
7.3. Home-based Nursing	90%	1,200	2,160	2,520	2,880	3,240	3,600	Per family		
								per annum		
8. Allied Health										
Professionals		Sub	ject to annua	ıl basic lim	it or balar	ice thereof				
8.1. Optical										
0.4.4. Outh ti-ti-		Un to 4000						Per family		
8.1.1 Orthoptistry		Up to 1600 or bala	nce thereof					per annum		
8.1.2 Eye test by optometrist		At agreed tariff up	to a limit of 20	00 000 or l	oalance th	nereof				
8.1.3 Frame and lenses OR								Per		
Contact lenses and Contact		Benefit Limit 4,680						beneficiary		
lenses Solutions								per two (2)		
								years		
8.1.3.1 Frame		Up to overall optica	al benefit limit	or balanc	e thereof			Per beneficiary		
		benefi								

								per two (2) years		
8.1.3.2 Contact lenses and Contact lenses Solutions		Up to overall optica	al benefit limit	or balanc	e thereof			Per beneficiary per two (2) years		
8.2. Other		Subject to annual b	asic limit or b	alance the	ereof					
8.2.1.Audiology and/or Speech Therapy	90%									
8.2.2.Dietician (Doctor's referral required)	90%	-	Up to 7 200 or balance thereof per family per annum (for any combination of 8.2.1 to 8.2.5)							
8.2.3.Clinical Psychology	90%	01 0.2.1 (0 0.2.3)						per annum		
8.2.4.Occupational Therapy	90%									
8.2.5.Chiropody	90%									
8.2.6.Ambulance (Inter- hospital transfer only)	90%	3 500 per case								
8.2.7.Blood Transfusion	90%	Up to 200 000 or b								
8.2.8.Medical Assistive	90%	Up to 20 000 or balance thereof per family per annum subject to pre-						Per family		
Devices		authorisation						per annum		
8.2.9.Medical and Surgical Appliances	90%	1,200	2,400	2,900	3,600	4,100	4,800	Per family per annum		
8.2.10. Wheel Chair	90%	3 500 per beneficia	ary once every	three (3)	financial	years				
9. Associated Health Service	es									
9.1. Chiropractic										
9.2. Homeopathy/Naturopat hy	90%	1 725 per family per annual basic limit of			ination of	9.1 to 9.3) s	subject to	Per family per annum		
9.3. Acupuncture										
10. Preventive Care										
10.1. Preventive Package	90%	Annual medical ex- mammograms etc.	as may be de	etermined	from time		-			
		(subject to annual	basic limit or b	palance th	ereof)					
10.2. Safe Male Circumcision (HIV	90%	At agreed tariff subbalance thereof	ject to preaut	horization	and to ar	nnual basic I	imit or	Per beneficiary		
Prevention only)		Un to 500 000 b	oubicat ta	unol hari	limit a - l	olones #	of (ourbin-t	per annum		
10.3. Surgical Contraception	90%	Up to 500 000 but to pre-authorisation	-	iuai dasic	limit or ba	alance there	or (subject	Per family per annum		
11. Specified Conditions			Subject	to pre-au	thorisation	า				
11.1. Psychiatric Medicines	90%	15 000 per person balance thereof	covered in the	e family su	ubject to a	annual basic	limit or	Per beneficiary per annum		

11.2. Alcoholism and Drug addiction (Rehabilitation)	90%	20 000 per family per annum subject to annual basic limit or balance thereof	Per family per annum
11.3. HIV/AIDS	90%	15 000 per person covered in the family subject to annual basic limit or balance thereof	Per beneficiary per annum
11.4. Chronic Disease Medicines (Non- Communicable Diseases (NCDs))	90%	15 000 per person covered in the family subject to annual basic limit or balance thereof	Per beneficiary per annum
12. International Travel Insurance		25 000 000 Cover for international travel 1 000 000 Cover for Lesotho, South Africa and Eswatini. Both covers are for medical and related costs up to 92 consecutive days outsite terms and conditions apply.	ide Botswana

## Dread Disease Cover / Benefit Definition/Description of Dread Disease Cover / Benefit

The annual Dread Disease Benefit or a proportion thereof shall be available to cover all or any one (1) of the conditions listed below, subject to the Fund Rules and pre-authorisation. The Cover is provided as a benefit per family per annum regardless of family size and is extended to maintenance treatment of the qualifying conditions. Upon exhaustion of the Dread Disease Benefit, the beneficiary shall neither be eligible to access the Annual Overall Benefit nor qualify for Ex - gratia award.

The Dread Disease Cover is available to members of the Executive and De-luxe Benefit Options. The Dread Disease Cover annual limit is P500 000 per family for the Deluxe Option. In this context, diagnosis shall mean: A diagnosis by a registered health practitioner, supported by relevant clinical, radiological and laboratory evidence.

Dread Disease Benefit shall apply in respect of the following list of conditions and qualifying criteria.

Qua	alifying Condition and Description	% of Recognised tariff	Dread Disease Annual Limit: P500,000	Limit qualification
1	Heart attack			
	The death or final cessation of a full thickness portion of the heart muscle, due to in adequate blood supply to the relevant. The diagnosis will be based on the following criteria.	90%	Up to the dread annual limit	Per family per annum
	i. A history of typical chest pain			
	ii. New ECG changes and			
	iii. The elevation of cardiac enzymes			
2	Coronary Heart Disease	90%	Up to the dread annual limit	Per family per annum

	Open by-pass surgery or surgical treatment of a coronary disease.			
3	Stroke			
3	Any cerebrovascular occurrence which produces neurological sequel which lasts more than 24 successive hours and produces evidence of permanent neurological deficit, included herein shall be infraction (localized death because of inadequate blood supply) of brain tissue, intracranial (within the skull) and or subarachnoid hemorrhage and embolization (sudden blocking of blood vessels) from an extra cranial source.	90%	Up to the dread annual limit	Per family per annum
4	Cancer  A disease manifested by the presence of malignant tumor characterized by the uncontrolled growth and spread of malignant cells, and invasion of normal surrounding tissue, except, that, cancers diagnosed and treated by primary biopsy only: that is, not requiring any further surgical, medical (chemotherapy etc.) or radio-therapy, or other modalities are excluded. These excluded treatment areas will continue to be covered under basic /ordinary annual limits. For 'dread disease' purposes, the term Cancer shall also include leukemia and Hodgkin's Disease (enlargement of lymph glands in the spleen, liver etc.) but shall exclude all skin cancers; except invasive and malignant melanomas. As with biopsies etc. treatment of skin cancer will be paid out of the base (ordinary) annual limits.	90%	Up to the dread annual limit	Per family per annum
5	Kidney Failure  End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.	90%	Up to the dread annual limit	Per family per annum
6	Organ transplant			
	The human to human transplant from a donor to the Fund's beneficiary, of one or more of the following organs:  i. Kidney ii. Heart iii. Lung iv. Pancreas v. Bone marrow vi. Liver  The transplant of all or other organs, parts of organs or any other tissue transplant is excluded.	90%	Up to the dread annual limit	Per family per annum
7	Paraplegia			
	The total and irreversible loss of the use of both limbs.	90%	Up to the dread annual limit	Per family per annum
8	Systemic Lupus Erythematous (SLE)			
	A chronic autoimmune disease that affects different parts of the body including heart, lungs, blood vessels, muscles, joints, kidneys, and the nervous system. Manifestation differs from person to person.	90%	Up to the dread annual limit	Per family per annum
9	Multiple Sclerosis			
	A disease or diagnosis by a suitably qualified specialist practitioner of the central nervous system, characterized by disseminated patches of demyelination (destroyed myelin tissue) in the brain or spinal cord-resulting in multiple neurological symptoms and signs, with remissions and exacerbations.	90%	Up to the dread annual limit	Per family per annum

10	Motor vehicle/ Road traffic accident				
	Treatment emanating from, or as a cause of the patient having been involved in a road traffic accident. The Fund's exposure will be limited to the extent of Annexure C Rule 2.8 (of the existing Rules) which provides that any other party (such as Motor Vehicle Accident Fund) who is liable fully or in part will contribute to treatment costs.	90%	Up to the dread annual limit	Per family per annum	
11	Hepatitis	90%	Up to the dread annual limit	Per family per annum	

## 49. Annexure D- Galaxy Benefit option

#### **Benefits**

## **Individual and Corporate Membership**

(Effective 1st July 2021)

#### General

#### 1. Benefit commencement date

Members and their registered dependants are entitled to the following benefits with regard to treatment received from the first date of membership.

## 2. Proration of annual benefit maxima in the first year of membership

In the event that a member joins the Fund after the beginning of the financial year (1st July) the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

## 3. Recognised tariff maxima

"Recognized tariff" in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by the Board of Trustees

Where services are procured outside Botswana the benefit is limited to the Tariffs as may be determined by the Board of Trustees from time to time; as well as the exchange rate prevailing at the time.

#### 4. Scope of Benefits

The scope of benefits or level of benefits is based on membership categories and the annual overall limit per benefit option.

Member Categories

M+0 = Member without dependants

M+1 = Member with one dependant

M+2 = Member with two dependants

M+3 = Member with three dependants

M+4 = Member with four dependants

M+5+ = Member with five or more dependants

## A. Scope of benefits for the Galaxy Benefit Option (Individual and Corporate Membership)

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualifica tion
Annual Basic Limit (including hospitalization)		100,000	100,000	100,000	100,000	100,000	100,000	Per family per annum



1. Medical Practitioners P	rofessional Fee	es						1. Medical Practitioners Professional Fees										
<ul><li>1.1. General Practitioners</li><li>&amp; Medical Specialists,</li><li>including Psychiatrists.</li></ul>			Subje	ect to the anr	nual basic lim	nit												
1.1.1. Non-surgical procedures, operations, anesthetics and other related professional services including confinement services	90%	Up to Annu	ıal Basic Lim	it or balance	thereof			Per family per annum										
1.1.2. General Practitioners Consultation visits,	90%	Up to 2 000 or balance thereof																
1.1.3. Medical Specialists Consultation visits	90%	Up to 4 000	p to 4 000 or balance thereof															
1.1.4. Diagnostic Pathology	90%	7,000	7,619	8,144	8,669	9,194	10,000	Per family per annum										
1.1.5. Diagnostic Radiology	90%	7,000	7,619	8,144	8,669	9,194	10,000	Per family per annum										
2. Physiotherapy (Upon referral by a doctor)	90%	4,000	5,120	6,320	7,520	8,720	10,000	Per family per annum										
3. Dentistry			Subje	ect to the anr	nual basic lim	nit												
<ul><li>3.1. Maxilo-facial &amp; oral surgery</li><li>3.2. Conservative dentistry including Plastic based dentures</li></ul>	90%	3,500	3,750	4,000	4,250	4,500	5,000	Per family per annum										
3.3. Limited Dentistry		Subject to the annual basic limit																
3.3.1. <b>Inlays</b> , crowns, bridgework, study models, metal base dentures and their repair, periodontics,	90%	Up to 3 500	or balance	thereof				Per family per annum										

prosthodontics and								
orthodontics								
4. Prescribed Medicines								
and Injection Material Classification is as scheduled under relevant medicine control Act (e.g. MRA)).		;	Subject to ar	nnual basic l	imit or balan	ce thereof		
4.1. Overall Medicines Limit	90%	2,000	2,400	2,800	3,200	3,600	4,000	Per family per annum
4.1.1.Pharmacy only Medicines (Over the counter medicines)	90%	900	1,120	1,340	1,560	1,780	2,000	Per family per annum
4.1.2.Prescription only medicines including injection materials supplied by authorized health professional	90%	1,100	1,280	1,460	1,640	1,820	2,000	Per family per annum
5. Government and								
Private Hospitals (in- patient)	Subject to pre-	-authorisatio	n, Case Man	agement an	d annual bas	sic limit		
<ul><li>5.1. Accommodation</li><li>(General ward)</li></ul>	90%							
<ul><li>5.2. Intensive care or</li><li>High care</li></ul>	90%							Per
5.3. Recovery Room Fees	90%	Up to 50 00	00 but subjec	ct to Annual	Basic Limit o	or balance the	ereof	family per
<ul><li>5.4. Medicines, materials</li><li>&amp; apparatus</li></ul>	90%							annum
5.5. Theatre fees	90%							
5.6. Prosthesis used in surgery	90%	Up to 4 500	0 per case					
6. Confinement Facility Fees only (Professional fees covered under "Medical Practitioners Professional Fees")		Subject to pre-authorisation, Case Management and annual basic limit						



6.1. Normal	100%	9,072	9,072	9,072	9,072	9,072	9,072	Per beneficia ry per annum Per				
6.2. Caesarian	100%	20,245	20,245	20,245	20,245	20,245	20,245	beneficia ry per annum				
7. Nursing Services	7. Nursing Services Subject to annual basic limit											
7.1. Consulting nurse (Family Nurse Practitioner)	90%	At consulta	At consultation tariff equivalent to half of Medical Practitioner  Per family per annur									
8. Allied Health Professionals		Subject to annual basic limit										
8.1. Optical												
8.1.1Orthoptistry		Up to 385 (	or balance th	nereof								
8.1.2Eye test by optometrist		At agreed t	ariff and up	to annual ba	sic limit							
8.1.3 Frame and lenses OR Contact lenses and Contact lenses Solutions		Benefit Lir	mit 1,664				Per bene two (2) ye	ficiary per ears				
8.1.3.1Frame		Up to overa	all optical be	nefit limit or l	balance there	eof	Per benef two (2) ye					
8.1.4Contact lenses and Contact lenses Solutions		Up to overa	all optical be	nefit limit or l	balance there	eof	Per bene two (2) ye	ficiary per ears				
8.2. Audiology and/or Speech Therapy	90%											
8.3. Dietician (Doctor's referral required)	90%	Up to 4 000	) or balance	thereof per f	amily per an	num (for any		Per family				
8.4. Clinical Psychology	90%	·	n of 8.2 to 8	•	army per arr	riam (rer am)		per				
8.5. Occupational Therapy	90%	annum										
8.6. Chiropody	90%											
8.7. Ambulance (Interhospital transfer only)	90%	2 500 per c	case									
8.8. Blood Transfusion	90%	Up to Annu	ıal Basic Lim	nit or balance	thereof							

8.9. Medical Assistive Devices		Not Available	
8.10. Medical and Surgical Appliances	90%	Up to 800 or balance thereof	Per family per annum
8.11. Wheelchair	90%	3 500 per beneficiary once every three (3) financial years subject to Annu Limit	ual Basic
9. Associated Health Services.		Subject to annual basic limit	
<ul><li>9.1. Chiropractic</li><li>9.2. Homeopathy/Naturop athy</li><li>9.3. Acupuncture</li></ul>	90%	Up to 1 000 per family per annum (for any combination of 9.1 to 9.3)	Per family per annum
10. <b>Safe Male Circumcision</b> (HIV Prevention only)	90%	At agreed tariff subject to preauthorization and annual basic limit	Per beneficia ry per annum
11. Specified Conditions		Subject to pre-authorisation and annual basic limit	
11.1. Psychiatric Medicines	90%	9 700 per person covered in the family	Per beneficia ry per annum
11.2. HIV/AIDS (ART)	90%	9 700 per person covered in the family	Per beneficia ry per annum
11.3. Chronic Medication (Non- Communicable Diseases (NCDs))	90%	9 700 per person covered in the family	Per beneficia ry per annum
11.4. Alcoholism and Drug addiction (Rehabilitation)	90%	2,200	Per family per annum



## 50. Annexure E- Standard Benefit option

#### **Benefits**

## **Individual and Corporate Membership**

(Effective 1st July 2021)

#### General

#### 1. Benefit commencement date

Members and their registered dependants are entitled to the following benefits with regard to treatment received from the first date of membership.

#### 2. Proration of annual benefit maxima in the first year of membership

In the event that a member joins the Fund after the beginning of the financial year (1st July) the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

#### 3. Recognised tariff maxima

"Recognized tariff" in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by the Board of Trustees

Where services are procured outside Botswana the benefit is limited to the Tariffs as may be determined by the Board of Trustees from time to time; as well as the exchange rate prevailing at the time.

#### 4. Scope of Benefits

The scope of benefits or level of benefits is based on membership categories and the annual overall limit per benefit option.

Member Categories

M+0 = Member without dependants

M+1 = Member with one dependant

M+2 = Member with two dependants

M+3 = Member with three dependants

M+4 = Member with four dependants

M+5+ = Member with five or more dependants

## A. Scope of benefits for the Standard Benefit Option (Individual and Corporate Membership)

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Basic Limit (including hospitalization)		40,000	40,000	40,000	40,000	40,000	40,000	Per family per annum



Medical Practitioners     Professional Fees		Sul	bject to ar	nnual basi	c limit or b	alance the	ereof			
<ul> <li>1.1. General Practitioners &amp;</li> <li>Medical Specialists, including</li> <li>Psychiatrists</li> <li>1.1.1. Consultation visits, non-surgical procedures,</li> <li>operations, anesthetics and</li> <li>other related professional</li> <li>services including confinement</li> <li>services</li> </ul>	90%	Up to Ann	Per family per annum							
2. Physiotherapy	90%	Up to Annual Basic Limit or balance thereof (Upon referral by a medical doctor)								
3. Dentistry		Sul	bject to ar	nual basi	c limit or b	alance the	ereof			
<ul><li>3.1. Maxilo-facial &amp; oral surgery</li><li>3.2. Conservative dentistry including Plastic based dentures</li><li>3.3. Limited Dentistry</li></ul>	90%	Up to annu						Per family per annum		
3.3.1.Inlays, crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics	90%	Up to 3 500	0 or balan	ce thereof				Per family per annum		
4. Prescribed Medicines and Injection Material.  Classification as scheduled under relevant medicine control Act (e.g. MRA)		Subject to annual basic limit or balance thereof								
4.1. Overall Medicines Limit	90%	4,972	6,182	Per family per annum						
4.1.1.Pharmacy only Medicines (Over the counter medicines)	90%	1,492	1,607	1,673	1,724	1,789	1,855	Per family per annum		
4.1.2.Prescription only medicines <i>including</i> injection	90%	3,480	3,750	3,904	4,022	4,173	4,327	Per family per annum		



materials supplied by											
authorized health professional											
5. Government and Private Hospitals (in-patient)	Subject to p	re-authorisa	tion, Case	Manager	nent and a	annual bas	sic limit or	balance thereof			
5.1. Accommodation (General ward)	90%										
5.2. Intensive care or High care	90%	Per family									
5.3. Recovery Room Fees	90%	Up to Annu	ıal Basic I	imit or ba	lance ther	eof		annum			
5.4. Medicines, materials & apparatus	90%										
5.5. Theatre fees	90%										
5.6. Prosthesis used in surgery	90%	4 500 per case									
6. Confinement Facility Fees only (Professional fees covered under "Medical Practitioners Professional Fees")	Subject to p	Subject to pre-authorisation, Case Management and annual basic limit or balance thereof									
6.1. Normal	100%	8, 640	8, 640	8, 640	8, 640	8, 640	8, 640	Per beneficiary per annum			
6.2. Caesarian	100%	15,969	15,969	15,969	15,969	15,969	15,969	Per beneficiary per annum			
7. Nursing Services		Sul	bject to ar	nual basi	c limit or b	alance the	ereof				
7.1. Consulting nurse (Family Nurse Practitioner)	90%	At consulta		•		Medical		Per family per annum			
7.2. Home-based Nursing	90%	1,200	2,180	2,520	2,880	3,240	3,600	Per family per annum			
7.3. Step-down facility/ Nursing homes	Not Available										
8. Allied Health											
Professionals	Subject to annual basic limit or balance thereof										
8.1 Optical											
8.1.1 Orthoptistry		Up to 385	or balance	thereof				Per family per annum			



8.1.2 Eye test by optometrist		At agreed tariff and up to annual basic limit								
8.1.3 Frame and lenses OR Contact lenses and Contact lenses Solutions		Benefit Li	mit 1,664					Per beneficiary per two (2) years Per beneficiary		
8.1.3.1 Frame		Up to over	Up to overall optical benefit limit or balance thereof							
8.1.3.2 Contact lenses and Contact lenses Solutions		Up to overs	all optical l	benefit lim	it or balan	ce thereo	f	Per beneficiary per two (2) years		
8.2. Audiology and/or Speech Therapy	90%									
8.3. Dietician (Doctor's referral required)	90%	4 800 or ba	alance the	reof per fa	ımily per a	nnum (for	any	Per family per		
8.4. Clinical Psychology	90%	combinatio	n of 8.2 to	8.6				annum		
8.5. Occupational Therapy	90%									
8.6. Chiropody	90%									
8.7. Ambulance (Inter-hospital transfer only)	90%	500	1,000	1,250	1,250	1,250	1,250	Per case		
8.8. Blood Transfusion	90%	Up to Annu	ual Basic L	imit or ba	lance ther	eof				
8.9. Medical and Surgical Appliances	90%	500	1,000	1,250	1,250	1,250	1,250	Per family per annum		
8.10. Medical Assistive Devices	Not Available									
8.11. Wheel Chair	Not Available									
9. Associated Health										
Services		Su	bject to an	nual basid	limit or b	alance the	ereof			
9.1. Chiropractic										
9.2. Homeopathy/Naturopathy	90%	765 per far 9.3)	mily per ar	nnum (for a	any combi	nation of s	9.1 to	Per family per annum		
9.3. Acupuncture		3.0)								
<ul><li>10. Safe Male Circumcision</li><li>(HIV Prevention only)</li></ul>	90%	At agreed to basic limit	Per beneficiary per annum							
11. Specified Conditions	S	subject to pre	authorizat	tion and a	nnual basi	c limit or b	palance th	nereof		
11.1. Psychiatric Medicines	90%	2,270	2,270							
11.2. Alcoholism and Drug addiction (Rehabilitation)	90%	2,200						Per family per annum		



## 51. Annexure F- Flexi Benefit option

#### **Benefits**

### **Individual and Corporate Membership**

(Effective 1st July 2021)

#### General

#### 1. Benefit commencement date

Members and their registered dependants are entitled to the following benefits with regard to treatment received from the first date of membership.

## 2. Proration of annual benefit maxima in the first year of membership

In the event that a member joins the Fund after the beginning of the financial year (1st July) the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

#### 3. Recognised tariff maxima

"Recognized tariff" in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by the Board of Trustees

Where services are procured outside Botswana the benefit is limited to the Tariffs as may be determined by the Board of Trustees from time to time; as well as the exchange rate prevailing at the time.

## 4. Scope of Benefits

The scope of benefits or level of benefits is based on membership categories and the annual overall limit per benefit option.

Member Categories

M+0 = Member without dependants

M+1 = Member with one dependant

M+2 = Member with two dependants

M+3 = Member with three dependants

M+4 = Member with four dependants

M+5+ = Member with five or more dependants

## A. Scope of benefits for the Flexi Benefit Option (Individual and Corporate Membership)

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Basic Limit		60,000	60,000	60,000	60,000	60,000	60,000	Per family per annum



1. Medical Practitioners										
(Professional Fees) 1.1. General Practitioners & Medical										
Specialists, including Psychiatrists								Per		
1.1.1. General Practitioners Consultation visits,	90%	Up to	1 500 sub	ject to and	nual basio reof	limit or b	alance	beneficiary per annum		
1.1.2. Medical Specialists Consultation visits	90%	Up to 1 500 subject to annual basic limit or balance thereof								
1.1.3. Procedures in doctor's rooms	90%	Up to annual basic limit or balance thereof								
2. Diagnostics	Subject to annual basic limit or balance thereof									
2.1. Diagnostic Pathology	90%									
								5 ( "		
2.2. Diagnostic Radiology	90%	5,000	5,400	5,800	6,200	6,600	7,000	Per family per annum		
3. Physiotherapy (Upon referral by a										
doctor)		Sub	ject to an	nual basio	limit or b	alance the	ereof			
<b>3.1.</b> Physiotherapy consultation and procedures	90%	3,600	4,700	5,800	6,900	8,000	9,000	Per family per annum		
4. <b>Dentistry.</b> Subject to annual basic lim	it or halance the	reof								
4.1. Maxillofacial & procedures in doctor's rooms	90%	2,000	2,300	2,600	2,900	3,200	3,500	Per family per annum		
4.2. Conservative dentistry including Plastic based dentures	90%	Up to ar	nnual basi	c limit or b	alance th	ereof		Per family per annum		
5. Prescribed Medicines and Injection Material. Classification as scheduled under relevant medicine control Act (e.g. MRA)	Subject to annual basic limit or balance thereof									
5.1. Overall Medicines Limit	90%	2,000	2,400	2,800	3,200	3,600	4,000	Per family per annum		
5.1.1.Pharmacy only Medicines (Over the counter medicines)	90%	900	1,120	1,340	1,560	1,780	2,000	Per family per annum		
5.1.2.Prescription only medicines) including injection materials supplied by authorized health professional	90%	1,100	1,280	1,460	1,640	1,820	2,000	Per family per annum		



6. Nursing Services		Subject to annual basic limit or balance thereof	
6.1. Consulting nurse (Family Nurse Practitioner)	90%	At consultation tariff equivalent to half of Medical Practitioner	Per family per annum
7. Allied Health Professionals		Subject to annual basic limit or balance thereof	
7.1. Optical			
7.1.1.Orthoptists	90%	Up to 385 or balance thereof	Per family per annum
7.1.2.Eye test by optometrist	90%	At agreed tariff and up to annual basic limit	Per beneficiary per annum
7.1.3. Frame and lenses OR Contact lenses and Contact lenses Solutions	90%	Benefit Limit 1,000	Per beneficiary every two (2 years
7.1.3.1Frame		Up to overall optical benefit limit	Per beneficiary per two (2) years
7.1.3.2 Contact lenses and Contact lenses Solutions		Up to overall optical benefit limit	Per beneficiary per two (2) years
7.2. Other		Subject to annual basic limit or balance thereof	
7.2.1.Audiology and/or Speech Therapy	90%		
7.2.2.Dietician (Doctor's referral required)	90%	4 000 per family per annum for any combination of	Per family
7.2.3.Clinical Psychology	90%	7.2.1 to 7.2.5	per annum
7.2.4.Occupational Therapy	90%		
7.2.5.Chiropody	90%		
7.2.6.Medical and Surgical Appliances	90%	800 subject to annual basic limit or balance thereof	Per family per annum
7.2.7.Wheelchair	90%	3 500 per beneficiary once every three (3) financial year	S
8. Associated Health Services			
8.1. Chiropractic		4.000	Don 4 !!-
8.2. Homeopathy/ Naturopathy	90%	1 000 per family per annum (for any combination of 9.1 to 9.3) subject to annual basic limit or balance thereof	Per family per annum
8.3. Acupuncture		12 1.0, cas jest to arrival such milit of sulurios triologi	po. aman

9. <b>Safe Male Circumcision</b> (HIV Prevention only)	90%	At agreed tariff subject to preauthorization and subject to annual basic limit or balance thereof	Per beneficiary per annum
10. Specified Conditions	Subject to pre	-authorisation and annual basic limit	
10.1. Psychiatric Medicines	90%	9 700 Per beneficiary per annum	Per beneficiary per annum
10.2. HIV/AIDS (ART)	90%	9 700 Per beneficiary per annum	Per beneficiary per annum
10.3. Chronic Disease Medicines (Non-Communicable Diseases (NCDs))	90%	9 700 Per beneficiary per annum	Per beneficiary per annum

All above benefits are to be access through a network of service providers as may be published by the Fund from time to time

## 52. Annexure G- Funeral Benefits

## Individual and Corporate Membership (Effective 1st July 2021)

#### 1. General

Individual and Corporate members of the Fund and their dependants are entitled to funeral benefits. The Funeral Benefit is provided through "third party insurance" and is in addition to the healthcare benefits provided directly by the Fund.

## 2. Funeral benefit claims submission and payment

A Death Certificate or a certified copy of a Death Certificate is required when a claim for funeral benefit is made. A claim for funeral benefit must be submitted within six (6) months of the occurrence of the death; failure to do so will result in non-payment of the claim.

The Funeral Benefit is payable to a member, surviving spouse or some other nominee as certified by a Tribal Authority, District Commissioner, Magistrate Court or a similar authority. Cash payments on the death of a beneficiary of the Fund will be as follows;

Cash payment on the death of:	Executive	Deluxe	Galaxy	Flexi	Standard
	Option	Option	Option	Option	Option
The Member	P13,000	P10,000	P8,500	P8,500	P5,500
The Member's Spouse	P13,000	P10,000	P8,500	P8,500	P5,500
Children					
Aged 16 years and older but less than	P7,000	P7,000	P4,500	P4,500	P4,500
21 years					
Aged 6 years and older but less than 16	P7,000	P4,500	P4,000	P2,500	P3,000
years					
Aged less than 6 years, including still	P7,000	P4,500	P4,000	P2,500	P2,000
born					

SPECIAL DEPENDANTS Defined by Rules 6.9.6 above as children (schooling etc.) who are over the age of 21 years, a dependant relative or adopted sister/brother are not eligible for benefit under the Funeral Policy.



## 53. Annexure H- Waiting Periods, VAT, Medical Evacuations etc.

#### 1. Individual Membership

For members covered under individual Member the contributions payable calculation is similar to the above examples except that there is only one (1) table. Individual Membership of the Fund shall be available to those members identified as such under Rule 8.2. N.B: Notwithstanding the aforegoing, the Board of Trustees may, as they shall determine, apply differential pricing on contributions depending on benefit utilisation patterns / profile.

#### 2. Waiting periods

Waiting periods do not apply to any new member who prior to joining the Fund was a member of a medical aid scheme, recognised by the Board of Trustees (Board), for a period of three (3) months of termination of the other Scheme's membership.

#### i) Limited dentistry

The waiting period for limited Dentistry shall be 12 months for any member / beneficiary who joins the Fund without previously having been a member of a medical scheme, recognized by the Board, for at least 12 consecutive months.

#### ii) Maternity

Any member/beneficiary who joins the Fund without previously having been a member of a medical aid scheme, recognized by the Board, for at least 12 consecutive months, shall be excluded from maternity benefits for a period of nine (9) months.

#### iii) Birth or Adoption of infants

A member's infant child who after birth or adoption and is not registered within 30 days, shall be excluded from benefit for a period of three (3) months.

#### 3. Limit qualifications:

- i) Per annum means the cost of treatment received from 1 July to 31 of any year.
- ii) Per Member means the costs incurred by the principal member and his registered dependants.
- iii) Per beneficiary or family means the costs incurred by a patient who is either a member or member's dependant.

## 4. Member 10% Co-payment and Value Added Tax (VAT)

- i) Members and their registered dependants must pay 10% of the cost of services rendered directly to the service provider as their contribution towards the cost of service, subject to agreed tariffs.
- ii) Notwithstanding (a) above, members and their dependants would be exempted from paying the 10% co-payment for any excess over and above P30 000 for a single hospital admission / hospitalisation event, subject to availability of benefits.
- iii) The Fund will pay directly to the service provider VAT charged for services rendered to its beneficiaries, subject to compliance by the service provider with applicable VAT legislation, agreed tariffs and the service provider having accordingly registered with the Fund his VAT collection status.



#### 5. Medical Emergency Evacuation

Members and their dependants are entitled to medical emergency evacuation through the Fund's contracted service provider and others in the country and/ or region. The Emergency Medical Evacuation Benefit is provided in addition to the healthcare benefits provided directly by the fund.

#### 6. Case Management

The following are subjected to Case Management:

• Confinement and Facility Fees, In-patient Hospitalisation.

#### 7. Pre-authorisation

#### The following are subject to pre-authorisation before rendering of services

- MRI and CAT scan, Confinement and Facility Fess, In-patient Hospitalisation, Medical Assistive
- Devices, Medical and Surgical Appliances, Specified Sickness Conditions, Safe Male Circumcision.

#### 8. Special Dependants

Defined by rules 6.9.6 as children (schooling etc.) who are over the age of 21 years, a dependant relative or adopted sister / brother are not eligible for benefit under the Funeral Policy.

#### 9. Premium Waiver benefit

The Premium Waiver benefit enables dependants to remain covered for a period of twelve (12) months post the death of the Principal Member. Premium Waiver Benefit Submission a Death Certificate or a certified copy of a Death Certificate and or any other supporting documentation, as may be approved by the Board from time to time, is required when a request for membership continuation is made.



## 54. Annexure I- Limitation of Benefits Limitation of Benefits and Benefits Excluded

#### 1. Limitation of Benefits

1.1. The maximum benefits to which a member and his dependants shall be entitled in any financial year shall be limited as set out in Annexure B, C, D, E and F.

- 1.2. All new members admitted during the course of a financial year shall be entitled to the benefits set out in Annexure B, C, D, E and F with the maximum benefits being adjusted in proportion to the period of membership from the date of admission to the end of the particular financial year.
- 1.3. In cases of illness of a protracted nature, the Board shall have the right to insist upon a member or dependant of a member consulting any particular specialist the Board may nominate in consultation with the attending practitioner. In such cases, if the specialist's advice is not acted upon, no further benefits will be allowed for that particular illness.
- 1.4. In cases where a specialist, except an eye specialist or gynaecologist is consulted without the recommendation of a general practitioner, the benefit allowed by the Fund may, in the discretion of the Board, be limited to the amount that would have been paid to the general practitioner, for the same service.
- 1.5. Unless otherwise decided by the Board, benefits in respect of medicines obtained on a prescription are limited to one month's supply (or to the nearest unbroken pack) for every such prescription or repeat thereof.

#### 2. Benefits Excluded

- 2.1. All costs incurred for the treatment or surgery not medically necessary for obesity.
- 2.2. All costs for operations, medicines, treatments and procedures for cosmetic purposes or for personal reasons and not directly caused by or related to illness, accident or disease.
- 2.3. All costs related to willfully self-inflicted injuries.
- 2.4. All costs for the treatment of infertility, including the artificial insemination of a person (In- Vitro Fertilisation (IVF)).
- 2.5. All costs in respect of injuries arising from professional sport, speed contests and speed trials.
- 2.6. All costs that are more than the annual maximum benefit to which a member is entitled in terms of the Rules of the Fund.
- 2.7. All costs in respect of sickness conditions that were specially excluded from benefits when the member joined the Fund, subject to Rule 22, Annexure B, C, D, E, and F.
- 2.8. All costs of whatsoever nature incurred for treatment of sickness conditions or injuries sustained by a member or a dependant and for which any other party may be liable, unless the Committee is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the other party.
- 2.9. All costs incurred for treatment of an illness or injury sustained by a member or a dependant of a member where such illness or injury is directly attributable to failure to carry out the instructions of a medical practitioner or to negligence on the part of the member or dependant.
- 2.10. The purchase of medicines not included in a prescription from a person legally entitled to prescribe.
- 2.11. All costs for services rendered by:
  - 2.11.1. Any person not registered with the Botswana Health Professions Council or similar body or with the Botswana Nursing and Midwifery Council or similar body of the country in which he practices;
  - 2.11.2. any place, nursing or similar institution, except a state hospital, not registered in terms of the applicable legislation as a private hospital, nursing home, unattached theatre or day clinic and any institution not licensed in terms of the appropriate legislation of the country concerned.



- 2.11.3. any person not registered as a dental technician with the Dental Technicians Council or similar body of the country in which he practices; and
- 2.11.4. any place, nursing or similar institution, except a state or provincial hospital, not registered in terms of the applicable legislation as a private hospital, unattached theatre or day clinic and any institution not licensed in terms of the appropriate legislation of the country concerned.

#### 2.12. Purchase of;

- 2.12.1. patent medicines and proprietary preparations;
- 2.12.2. applicators, toiletries and beauty preparations;
- 2.12.3. bandages, cotton wool and similar aids;
- 2.12.4. patented foods, including baby foods;
- 2.12.5. contraceptives and apparatus to prevent pregnancy;
- 2.12.6. tonics, slimming preparations and drugs as advertised to the public;
- 2.12.7. household and biochemical remedies.
- 2.13. All costs for vaccinations.
- 2.14. All costs for prophylactic treatment except for the prevention of malaria, pregnancy including intra uterine devices and HIV/AIDS related opportunistic infections.
- 2.15. All costs for medical examinations other than those ordered by a medical doctor in order to determine the treatment for a sickness condition.
- 2.16. Holidays for recuperative purposes.

