



VITACAP
L I M I T E D
RISK EVALUATORS
& CONSULTANTS



Bringing affordable
healthcare you can trust!

PLATINUM | LIFE

Medical Health Plan |

Terms and
Conditions





Platinum / Life Medical Health Plan Terms And Conditions

IMPORTANT

The VitaHealth Membership Plans are underwritten by International Reinsurers (the Principal), who are authorised and regulated.

Vitacap Benefit Limited is the appointed Membership Administrators for the VitaHealth Membership Plans.

The Membership is a legal contract between the Member and the Principle through VitaCap Benefit Limited.

The Membership, defined by its unique number, is issued on the basis of a proposal and declaration accepted by the Principal. It comprises these Membership Terms and Conditions, the Membership Benefit Schedule and any attaching Benefit Exclusions, together with any endorsements issued by the Principal.



1. TERMS AND INTREPRETATION

For the purpose of this agreement:

- 1.1 In these Membership Terms and Conditions, these selected Terms shall be interpreted as follows, unless inconsistent with the context:

Ace Ambulance shall mean emergency ambulance services extending benefits for a medical emergency to Zimbabwean members within Zimbabwe, including Advance Life Support, road and air ambulance services.

Acute Illness shall mean any sudden and unforeseen deterioration of health where the risk to life or limb is potentially threatening, and which first declares itself during the Membership Period.

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

Area of Benefit shall mean the sub-Saharan Africa region only, as referred to in the Table of Benefits.

Assistance shall mean the services provided by the Membership Administrator (or a preferred service provider) and referred to in clause 6 below.

Bodily Injury shall mean any accidental, sudden, unforeseen and severe or violent physical injury where the risk to life or limb is potentially threatening and occurs at an identifiable time and place during the Membership Period.

Diagnosis Referral if a Member requires referral for an illness that is not clearly Benefited by the definitions contained in these terms, the Membership Administrators may (if requested) arrange a consultation with an appropriate specialist.

Doctor shall mean a person who: Is a registered medical practitioner who :-
Is duly qualified and licensed to practice medicine.
Is acting within the scope of his/her license.
Is not the Member or part of the Member's immediate family.

Fare-Paying Passenger shall mean a passenger on a commercial aircraft on an economy seat.

International SOS will extend benefits for a medical emergency to Zimbabwean members travelling outside of Zimbabwe, in sub Sahara Africa, to the closest point of medical excellence within sub Sahara Africa only. Medical evacuation to and/or hospitalisation in the closest appropriate facility within Africa will be paid.

Life-Threatening shall mean any acute illness or bodily injury that is deemed immediately life or limb-threatening by the Membership Administrator.

Medical Emergency shall mean any incident resulting in bodily injury or acute illness as defined herein where in the opinion of the Membership Administrator, the Member requires urgent hospitalisation and treatment.

Member(s) shall mean the person(s) named in the Application Form and Notification of Membership, such persons having been accepted for membership and has paid the required subscription.

Membership Card shall mean the membership card which identifies the Member and states the Member's number, names of the Member, type of health plan and expiry date.

Membership Administrator means VitaCap Benefit Limited appointed to administer the VitaCap Benefit Platinum & Platinum Life memberships

Membership Schedule includes membership certificate, table of benefits, network provider list, the membership card and further information of the various services & benefits under the chosen plan..

Platinum & Platinum Life are the two health plans provided by the Principal.

Principal means International Reinsurers, who are authorised and regulated.

Relocation shall mean transporting the Member from one medical facility to a medical facility deemed more appropriate by the Membership Administrator as the result of a Medical Emergency.

Repatriation shall mean the return of the Member to his or her country of Residence following a Medical Emergency.

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

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

Subscriptions shall mean the amount due and payable by the Member under the terms and conditions of the Agreement with the Principal.

Subscriptions will vary and may or may not be determined by the Member's claims history.

Table of Benefits is the list of various services & benefits under the Platinum & Platinum Life health insurance plans.

Territory is defined as a country in the African continent.

VitaCap refers to Vitacap Benefit Limited a company incorporated in Guernsey with registration number: 63631.

VitaHealth is the VitaCap Health Product Plans.

Platinum & Platinum Life Plans will extend benefits for a medical emergency, as defined above, and for specified elective treatments within Africa only.

Medical evacuation to, and hospitalisation in, the closest appropriate facility within Africa only, will also be paid.

Benefit also extends to elective hospitalisation.

For Zimbabwean Membership holders, specific travel Benefit (outside of USA only) will be provided in addition to the benefits set out in this membership at additional charges.

Benefit can be extended to worldwide (excluding USA) to include the costs of emergency treatment only (and life-threatening acute episodes of chronic conditions) which commence within the first 30 (thirty) days of travel outside of Africa in any one membership year.

All and any elective treatment are specifically excluded from the travel extension.

This travel benefit is strictly limited to the usual and customary costs of the relevant medical treatment.

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

Unless the context clearly indicates the contrary intention: Words in the masculine gender shall include the feminine and vice versa; The singular shall include the plural and vice versa.

2. DURATION AND APPLICATION

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

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

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

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

2.3 Minors will not be accepted for individual membership.

2.3.1 A minor's eligibility is dependent on a parent's acceptance for membership.

2.3.2 Application for a new dependent will entail the completion of a new application form.

2.4 The Membership Administrator will not commence benefits for a new dependent, whether spouse, partner or child, until we have accepted the Member's application for that new dependent and until we have received payment of all subscriptions.

2.5 The Membership Administrator reserves the right to decline any application, including that of a new dependent, at the Membership Administrator's sole discretion and without justification.

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

2.7 Upon acceptance by the Membership Administrator of the Member's application and receipt of the subscriptions and issue of a Membership Card & Membership Notification, the Membership Administrator undertakes to perform its obligations, including the provision of assistance as herein defined, to the Member in the event of bodily injury or acute illness, subject to the terms, conditions and exclusions contained herein.

2.8 Upon receipt of the application from the member, the Membership Administrator will be entitled to decline such application and the decision will be final and binding and the Membership Administrator will not be required to furnish or substantiate its reasons for declining any such application.

2.9 The Member undertakes to pay all the subscriptions by the renewal date.

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

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

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

2.9.4 It is not the duty of the Membership Administrator to notify the member of membership expiry.

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

2.10 No Member shall have an automatic right to benefits from the Principal.

2.11 At each renewal date, the Membership Administrator reserves the right to alter or discontinue the benefits, terms, conditions and subscriptions of this medical health plan and we will notify the Member of such changes prior to the renewal date to your last known address.

2.11.1 Failure to receive notice for whatever reason shall not invalidate the change.

2.11.2 A copy of the current terms and conditions is available to members on receipt of a written request to the Membership Administrator.

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

- 2.13 The following occupations and sporting activities constitute additional underwriting risks and are subject to indicative premium loadings as follows: Activity Loading to the Gross Premium Private licensed pilots 50% Miners involved on-site (open cast) 100% Miners carrying out underground or blasting activities 250% Timber labourers and cutters 30% Hunters – non-professional 200% Professional hunters 40% Sports involving any vehicle (motor racing, cycling, motorbiking, etc.) 20%

Activity	Loading to the Gross Fees
Private licenced pilots	50%
Miners involved on-site (open cast)	100%
Miners carrying out underground or blasting activities	250%
Timber labourers and cutters	30%
Hunters - non-professional	200%
Professional hunters	40%
Sports involving any vehicle (motor racing, cycling, motorbiking, etc)	20%

3. PRE-EXISTING CONDITIONS

Pre-existing conditions are generally automatically excluded from benefits on all new applications. All pre-existing conditions MUST be disclosed on the application form. Failure to do so may result in the Membership Administrator rejecting the claim and/or cancelling the Membership. Upon receipt of a completed application form, a loading or waiting period may be applied, depending on the nature of the chronic condition.

If a pre-existing condition is excluded, then it will always be excluded, unless VitaCap in its sole discretion determines otherwise.

4. DIABETES

Members with diabetes (either Type 1 or Type 2) may be Benefited subject to a medical examination in South Africa by an endocrinologist appointed by the Membership Administrator. A loading will be applied.

On-going evaluation (twice per annum) will need to be carried out in South Africa. Failure to adhere strictly to the treatment and medication protocols advised by the endocrinologist will result in cancellation of the Membership. The costs of travel to South Africa and accommodation will need to be borne by the applicant/ Member. The cost of assessment and treatment will be paid for by the Membership Administrator.

5. PRICING REVIEWS

Membership prices will be reviewed annually. The pricing reviews are based on the claims experience in the previous 12 (twelve) months. It is important that members are cognisant of the fact that being a member of a good medical insurance plan is an advantage, and therefore all members should strive to protect the scheme.

High claims inevitably lead to premium increases. Members should ensure that they seek medical attention only when necessary, and check the bills charged, review the accuracy and reasonableness of the bills charged by the service providers.

6. MEDICAL SERVICES

The following Services shall be rendered and/or provided by the Membership Administrator in its sole discretion upon the occurrence of a medical condition befalling the Member up to the limits provided for in this Agreement.

- 6.1 Medical Expenses The Membership Administrator undertakes to pay for all approved, reasonable charges for medical treatment, diagnosis and advice provided to the Member provided that:
- 6.1.1 Such services were provided during the period of the Membership Agreement;
- 6.1.2 They are in accordance with the terms and conditions of the Membership Agreement;
- 6.1.3 Such services were approved and medically necessary;
- 6.1.4 Such services were prescribed by and administered by a properly qualified and licensed doctor;
- 6.1.5 Such services were authorised by the Membership Administrator;
- 6.1.6 If medical services were provided in Africa only, because of a medical emergency or non-emergency, such charges will be paid at agreed tariffs only, subject to approval by the Membership Administrator.
- 6.2 Emergency Medical Referral The Membership Administrator may refer the Member to a doctor or hospital for emergency treatment.
- 6.3 Emergency Medical Assistance involving Evacuation, Relocation and Repatriation In the event of a Medical Emergency where the Membership Administrator considers the medical services available to that Member to be inadequate or should the attending doctor, in agreement with the Membership Administrator, recommend hospitalisation of a kind not available in the Member's locality, then the Membership Administrator will arrange, monitor, supervise and pay for the following services, subject to approval:
- 6.3.1 The Evacuation of the Member to one of the nearest appropriate hospitals; and/or
- 6.3.2 The Relocation, with or without medical supervision, by any means considered by the Membership Administrator to be suitable (including air ambulance, chartered or commercial flight, or road transport), to a hospital more appropriately equipped for such bodily injury or acute illness; and/or
- 6.3.3 The Repatriation, including road ambulance transfers, to and from the airports with necessary medical supervision to an appropriate hospital or other healthcare facility near the Residence of the Member, provided that the Member's medical condition permits such actions.
- 6.4 Repatriation following Emergency Treatment After the discharge of the Member from the hospital where the Member may have been admitted or transferred, as provided for in these terms and conditions, the Membership Administrator will arrange and pay for the return of the Member from the closest international airport, as a fare-paying, seated, economy passenger on a commercial scheduled airline/flight, to the closest appropriate airport to his Residence when such return is possible according to the medical opinion of the attending doctor and the Membership Administrator.

The choice of airport and the routing will be at the sole discretion of the Membership Administrator.

- 6.4.1 The Membership Administrator shall have no obligation in terms hereof where the Member is holding a valid travel ticket as part of the Member's original travel arrangements.
- 6.5 Appointment of a Local Doctor If the Membership Administrator decides that the Member can be treated in his own locality, then the Membership Administrator may appoint a doctor to attend to the Member. However, any decision relating to the transportation of the Member will remain the decision of the Membership Administrator.
- 6.6 Monitoring The Membership Administrator will not be responsible and is not required to keep the Member and/or members of the Member's family informed of the Member's condition and the type of and nature of the assistance rendered.
- 6.7 Transportation of a Third Party At the discretion of the Membership Administrator, the accommodation costs of a single parent/guardian of a child up to the age of 18 (eighteen) years (where applicable) in a life or limb-threatening condition will be paid for by the Membership Administrator up to the maximum limits as determined in the table of benefits for up to 30 (thirty) days to be paid to a registered licensed accommodation provider.
- 6.8 Repatriation of Mortal Remains In the event of the Member's death arising from the Medical Emergency or whilst hospitalised outside country of Residence, the Membership Administrator will repatriate the mortal remains by scheduled aircraft or pay for burial or cremation in the country of his death up to an amount equivalent to the repatriation costs that would have been incurred in repatriating the mortal remains.
- Mortal remains are repatriated to the Member's country of Residence only, unless the family and the Membership Administrator both agree on a different destination for practical or cost reasons.
- 6.8.1 The above costs shall not exceed the limits stated in the Table of Benefits in respect of any one Member.
- 6.9 Elective Procedures (Applicable to Gold & Platinum only) Medical or surgical expenses which are not of an emergency or life-threatening nature will be paid under the following terms and conditions.
- 6.9.1 Elective surgery shall mean medical or surgical treatment recommended by a qualified medical practitioner and necessitated for reasons beyond the control of the Member that has the potential to become life-threatening.
- 6.9.2 All elective surgery procedures must be approved in advance by the Membership Administrator at their sole discretion.
- 6.10 Where the Member has pre-approved treatment, costs will only be paid to an amount which has been agreed to between the treating facility and the Membership Administrator.

7. DUTIES OF THE MEMBER

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

- 7.1 In the case of a Medical Emergency (unless the circumstances are such as to require prior action to be taken) the Member or his representative shall immediately telephone the Membership Administrator and provide:
- 7.1.1 Name and address,
- 7.1.2 Membership number,
- 7.1.3 The name, place, telephone and email where the Membership Administrator can reach the Member and/or the representative of the Member,
- 7.1.4 A brief description of the Medical Emergency and the nature of the assistance required.
- 7.1.5 The Member must get approval from the Membership Administrators before commencing any treatment.
- 7.2 Notwithstanding anything to the contrary as defined, where there is a real threat to life, the Member or his representative must endeavour to arrange for the immediate transfer of the Member to a hospital near the place of the incident by the most appropriate and cost-effective and immediate means and shall thereafter notify the Membership Administrator.
- 7.2.1 In the event of an incident resulting in hospitalisation prior to notice having been given to the Membership Administrator, the Member or his representative shall contact the Membership Administrator as soon as possible and in any circumstances within 48 (forty-eight) hours of the incident, failing which the Membership Administrator will not be liable for the costs incurred and treatment provided.
- 7.3 Claims for reimbursement from the Membership Administrator for expenses paid and/or incurred by the Member, for which the Membership Administrator would normally be responsible in terms of this Agreement or which have been incurred with the consent of the Membership Administrator, shall be paid directly by the Membership Administrator to the Member, provided such a claim is pre-approved by the Membership Administrator and supported by documentary proof in the form of the medical report, original accounts, invoices, statements and other appropriate or applicable documents.
- 7.3.1 Provided also that the same is received by the Membership Administrator within 30 (thirty) days of the occurrence of the medical emergency and provided further that the Membership Administrator has been informed of the medical emergency within 48 (forty-eight) hours immediately following the medical emergency as specified above.
- ## 8. CANCELLATION
- 8.1 This Agreement may be cancelled by either party subject to 30 (thirty) days' notice in writing to the other.
- 8.1.1 In the event of cancellation by the Membership Administrator in their sole discretion and depending on the circumstances, a pro-rata return of the subscription to the Member shall be made by the Membership Administrator.

8.1.2 In the event of cancellation by the Member, a prorata return of subscription may be allowed, with a cancellation and administration fee charged, equal to 15% of the total subscription.

8.1.3 Should the cancellation and administration fee be greater than the pro-rata returns of annual subscription, the balance will be payable by the Member.

9. EXCLUSIONS

The Membership Administrator shall be under no obligation to aid, or pay medical expenses for the Member in respect of:

9.1 Hospitalisation and all related costs, including, but not limited to doctors' laboratory, X-ray and imaging fees, medication and medical evacuation costs outside Africa as determined in the Table of Benefits.

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

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

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

9.4.1 Evacuation or Repatriation may be considered but is not guaranteed at the discretion of the Membership Administrator if a Member suffers bodily injury as a result of any of the foregoing events provided they were not actively participating nor had travelled into an area where any of the foregoing events are in progress.

9.4.2 The Membership Administrator is not obliged to enter any area in which designated paramedics/medical staff (3rd party or direct employees) of the Membership Administrator may be placed in any danger or potential harm.

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

9.6 Costs related to out-patient cancer treatment and care, irrespective of whether or not this treatment is recommended as a result of any authorised Benefited procedure or condition under the VitaHealth benefit plan option.

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

9.7.1 Including following any journey taken with the intention of obtaining medical treatment unless the Member has received prior approval from the Membership Administrator.

9.8 Caused while the Member is engaged in any professional, competitive or recreational sporting activity, or any sport activity considered by the Membership Administrator in its discretion as being of a dangerous nature, including but not limited to: parachuting, gliding, paragliding, parascending, scuba diving, hang gliding, bungee jumping, polo, motor sports, equestrian events, hunting, or any other high-risk activity unless agreed, loaded by membership subscription and accepted by the Membership Administrator.

9.8.1 The Membership Administrator reserves the right to rate these specific risks, or to decline Benefit for specific periods of time, activities or events even if the sports Benefit loading is paid and accepted should the risk be deemed excessive by the Membership Administrator.

Members are required to follow the accepted norms of safety whilst participating in any sport or activity and failure to do so will void Benefit.

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

9.8.3 This exclusion, unless specifically rated, includes whilst the Member is engaging or participating in racing of any kind involving the use of a power-driven vehicle.

9.8.4 This exclusion, unless specifically rated, includes whilst the Member is engaging or participating in activities of any kind involving the control of a commercial waterborne craft or aircraft, aeronautics or aviation, except as a fare-paying passenger in a properly licensed and operated craft.

9.9 Directly or indirectly caused by, or arising from or contributed to, nuclear material or by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

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

9.10.1 The Membership Administrator reserves the right to insist on tests should they suspect the influence of any substance.

9.11 Where treatment is provided after the expiry date of this Agreement.

9.12 For treatment in homes for rest cures, sanatoria or custodial periods of quarantine or isolation.

9.13 For cosmetic, scar revision or plastic surgery.

9.13.1 Cosmetic or plastic surgery may be necessitated by a medical emergency or for remedial purposes as a result of a Benefited surgical procedure and which has been authorised by the Membership Administrator on a case by case basis.

9.13.2 This exclusion includes removal of fat or other surplus tissue from any part of the body.

- 9.13.3 Whether or not for psychological purposes, and any associated treatment costs consequent of such treatment.
- 9.13.4 For treatment for cryopreservation, implantation or re-implantation of living cells or living tissue, whether autologous or provided by a donor.
- 9.14 For any costs associated with any form of dental treatment; except following an accident, where all treatment is pre-approved.
- 9.15 Resulting from the failure of the Membership Administrator to carry out the Agreement due to circumstances beyond their control.
- 9.16 Directly or indirectly arising out of or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) and any similar infections, illnesses, injuries, or medical expenses arising from these conditions or side effects, and/or expenses incurred in the treatment or diagnosis or counselling of same, nor shall the fear of AIDS or ARC be the sole or determining reason for the Member to be Evacuated, Relocated or Repatriated.
- 9.17 When the nursing treatment administered by family, relatives of the Member, whether qualified or not.
- 9.18 Rehabilitation costs, post-surgery under VitaHealth.
- Rehabilitation costs, post-surgery under Platinum will be Benefited, up to the overall limit and not exceeding 30 (thirty) days per membership year.
- 9.19 When such expenses have been incurred after a period longer than 6 (six) months from the date of the medical emergency or first diagnosis, whether treated or not, of illness, or costs that exceed the Benefit Limits stated in the Membership Notification and/or the Table of Benefits.
- 9.20 Investigations, diagnostics and treatment directly or indirectly arising from or connected with male or female birth control, infertility and any form of assisted reproduction.
- 9.21 For investigations, diagnostics and treatment of impotence or any consequence thereof, treatment for sterilisation or fertilisation, vasectomy or other sexual related conditions or gender reassignment.
- 9.22 For treatment which was not approved in advance by the Membership Administrator.
- 9.23 For transportation, unless such travel is required by air or road ambulance in the case of an immediately lifethreatening medical emergency and pre-approved by the Membership Administrator.
- 9.24 Costs incurred for the Member remaining in the country where treated after discharge from hospital or approved nursing home unless prior agreement has been received from the Membership Administrator.
- 9.25 Costs of food, lodging or transportation for a companion, except in the case of a child under the age of 18 (eighteen) years when one parent or guardian may be included for not more than the monetary amounts determined in the Table of Benefits up to a maximum time limit determined in the Table of Benefits in life or limbthreatening conditions only.
- 9.26 For treatment provided which is not medically necessary or pre-approved by the Membership Administrator.
- 9.27 Costs under medical aid or other insurance.
- 9.28 Medical expenses for procedures and/or treatment which was offered outside of the geographical limits determined in the Table of Benefits for each health plan.
- 9.29 For maternity within the 10 (ten) month waiting period.
- 9.30 Antenatal and routine maternity treatment under VitaHealth.
- 9.31 Antenatal and routine maternity treatment under Platinum that exceeds the limits stated in the Table of Benefits.
- 9.32 New-born care under VitaHealth until after discharge from hospital in a healthy condition.
- 9.33 New-born care under Platinum that exceeds the limits determined in the Table of Benefits or exceeds 30 (thirty) days per membership year.
- 9.34 Wellness-baby care and routine immunisations.
- 9.35 When a Member deliberately avoids medical treatment until such time as a condition becomes life or limb-threatening in order to qualify for emergency evacuation benefits.
- 9.36 Costs associated with experimental or unproven treatment regardless of whether they are medically recommended or prescribed.
- 9.37 Costs associated with routine eye tests, correction of eyesight, non-trauma related eye surgery and the provision of visual aids, routine hearing tests and the provision of hearing aids.
- 9.38 Costs of providing or fitting external prosthesis, corrective devices or appliances that exceed the limits detailed in the Table of Benefits.
- 9.39 Costs associated with organ transplant under VitaHealth.
- 9.40 Costs associated with organ transplant that exceed the limits dictated by the Table of Benefits.
- 9.41 Costs associated with the transplant donor.
- 9.42 Costs associated with any second or subsequent medical opinions from a medical practitioner or specialist for the same condition.
- 9.43 Care and treatment for learning, physical or developmental difficulties in children, including but not limited to; hyperactivity, attention deficit disorder and behavioural problems.
- 9.44 Costs associated with an acute episode of a chronic condition, including haemodialysis.
- 9.45 Costs associated with chronic medication prescriptions, unless for 60 (sixty) days of prescriptions post-discharge from a medical facility after treatment.
- 9.46 Any and all sleep-related breathing disorders.

- 9.47 Costs related to slimming remedies, specifically any surgery to remove adipose tissue and/or any gastrointestinal procedures or any other medical intervention to achieve weight reduction.
- 9.48 Prescriptions for dietary supplements, natural or herbal remedies or therapies.
- 9.49 All and any treatment for joints and other problems with, and/or diseases of, the musculoskeletal system within a two (2) year period of continuous Benefit under this Membership, except in the case of a medical emergency.
- 9.50 The costs of life support or intensive care after 45 (fortyfive) days.

10. CONDITIONS

The Member must:

- 10.1 Pay the subscription in advance.
 - 10.1.1 Failure to settle all subscriptions due shall render this Membership Agreement cancelled from inception in respect of that Member and no further benefits shall accrue hereunder.
 - 10.1.2 It is the duty of the Member to ensure that the Membership Administrator has receipt of payment and to provide receipt of payment to the Membership Administrator prior to membership taking effect.
- 10.2 Advise the Membership Administrator in writing of all circumstances likely to give rise to claims hereunder prior to any costs being incurred.
- 10.3 Repay to the Membership Administrator any amounts paid by the Membership Administrator to the Member which are outside the Benefits allowed hereunder or for which payments received is made from alternative sources.
 - 10.3.1 Any amounts not paid to the Membership Administrator within 30 (thirty) days will immediately result in the cancellation of the Membership.
- 10.4 Advise the Membership Administrator in the Membership Application Form of any pre-existing or potential hereditary or congenital illness, injury or condition prior to the commencement of membership.

11. HEALTH INFORMATION

The Member irrevocably authorises any doctor or other person who may have, or may acquire, any information concerning their health to disclose such information to the Membership Administrator, and that this authority shall remain in force for a period of not less than 12 (twelve) months following the expiry date of this Membership Agreement.

- 11.1 If deemed necessary by the Membership Administrator, for both the correct treatment of the member and to comply with the terms and conditions, the Member allows the Membership Administrator to screen for narcotics and any/all forms of mind-altering substances by blood tests undertaken by a licensed doctor in a licensed medical facility.

12. LIMITATIONS

The assistance provided by this Agreement may be rendered by and on behalf of the Membership Administrator by independent contractors, and the Membership Administrator shall not be liable to the Member for loss or damage or bodily injury of any nature sustained by the Member as a result of any failure, for any reason, either of the Membership Administrator to render assistance in terms of this Agreement timely or at all, or as a result of the manner in which such assistance may be rendered by or on behalf of the Membership Administrator or from any other cause.

- 12.1 The Membership Administrator shall not be liable to the Member for the loss or damage caused or attributable to the negligence, whether gross or otherwise, wrongful acts and/or omissions of any of the doctors, paramedics, nursing staff or other healthcare professionals or other persons who may provide direct or indirect services to the Member in terms of this Agreement.
- 12.2 Neither the Membership Administrator nor any person required to render assistance hereunder shall have any liability whatsoever to the Member, his heirs or executors, arising out of the failure to render assistance or any delay in the rendering of such assistance, or in rendering inappropriate assistance where such failure or delay is caused by circumstances including but not limited to; mechanical failure, unavailability of the necessary medical personnel or staff, failure of whatever nature on the part of service providers to the Membership Administrator, all equipment including vehicles, communication failure or major adverse weather conditions, strikes, lock-outs, labour disputes or unrest, riot or civil commotion and/or the refusal of government/provincial or local authority to grant or allow the use of its services or facilities or to provide such services or facilities or where local laws or regulations or functionaries or any other force majeure incidents limit the capacity of the Membership Administrator or any other person to render such assistance.
- 12.3 Where the bodily injury or illness is attributable to the act or omission of any third party under circumstances entitling the member to receive damages for such bodily injury or illness from such third party, the Member shall be obliged:
 - 12.3.1 To notify the Membership Administrator in writing of his intentions to take action for the benefit of such damages from such third party, identifying the third party to the Membership Administrator.
 - 12.3.2 To include in his claim all amounts disbursed by the Membership Administrator in rendering assistance to the Member in terms of this Agreement, the sum total of which amounts shall be provided by the Membership Administrator to the Member for such purpose.
 - 12.3.3 Forthwith upon receiving such amounts, to pay the same over to the Membership Administrator, where applicable.
- 12.4 In the event that the Member does not intend to take action to receive damages from any third party, the Membership Administrator shall be entitled, against the delivery of an appropriate indemnity in respect of legal costs, to require the Member to cede and assign his rights of action against such a third party to the Membership Administrator.

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

12.6 Under no circumstances do services undertaken by the Membership Administrator entitle the Member to reimbursement if they were not claimed from and through the Membership Administrator.

13. NOTIFICATION

13.1 Any notice to be given to the Membership Administrator in terms of this Agreement may be delivered to the Member's postal address as stated on the last completed application or renewal form.

13.2 The Member must, on 14 (fourteen) days written notice, advise the Membership Administrator of any change to such address, which must be a postal address.

14. JURISDICTION

The parties agree that this Agreement and these Terms and Conditions and all rights and obligations hereunder shall be governed and construed in accordance with the laws of the Territory in force from time to time.

15. SUBROGATION

In the event of the Member being Benefited by any other medical or applicable insurance then the Member shall be obliged in the first instance to claim against such insurance and the Membership Administrator shall only be liable in respect of such amounts which exceed the Benefit provided by such insurance and up to the Benefit Limits stated in the Membership Schedule.

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

16. AMENDMENT

The Membership Administrator may, in its discretion, amend this Agreement at any time by notice addressed to the Member.

Such amendment shall not constitute a notation of the terms hereof.

Any such amendment shall be effective and binding on the Member 10 (ten) days after the dispatch of the notice of the amendment to the Member's postal and/or email address.

17. EMERGENCY PROCEDURE

(Applies to both health plans) In the event of a Medical Emergency requiring assistance under this Agreement, contact the Membership Administrator and give the operator your name, phone number and location clearly.

17.1 Your call will be forwarded to the most appropriate person.

17.2 Where possible, state the nature of the Member's condition, i.e. heart attack, motor vehicle accident, etc.

17.3 State whether there is a medical practitioner available able to provide medical information.

17.4 Give accurate information of the nearest airstrip, hospital or doctor, if possible.

17.5 In case of a motor vehicle accident, do not move the patient until you are certain there are no head or spinal injuries or until medical help arrives.

17.6 If possible, have passport details for the patient and accompanying relative available.

17.7 If you are away from home, seek help as soon as possible and please inform us within 48 (forty-eight) hours.

17.8 Emergency contact information will be on the membership card and in the Membership Schedule.

18. ELECTIVE PROCEDURE

In the event of planned admission on an in-patient basis to a hospital, the following steps should be taken.

Payment of any expenses incurred by you is not guaranteed unless the following procedure is followed:

18.1 Member should contact the Membership Administrator prior to admission, giving full details of the condition and proposed treatment.

A detailed medical report must accompany this application.

18.2 Our appointed medical team will advise you if they have sufficient information to confirm whether cover is in place. If not, they will advise you what additional information is required.

18.3 Our appointed medical team will make arrangements with the hospital for all eligible invoices to be settled directly.

18.4 Patients must take the first available appointment offered by the Membership Administrator.

18.5 Patients do not have the right to be admitted to hospital prior to consultation appointments or for convenience in the case of non-emergencies.

18.6 Patients must contact the Membership Administrator for approval for any procedure and book an appointment prior to booking flights or any costs being incurred by either the Member or the Membership Administrator.

If circumstances prevent direct billing, the Membership Administrator will inform you and you should pay all of the bills and send the originals, together with the medical report within the time frame (as dictated in Section 4).