



**BANKMED NAMIBIA**

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***REVISED RULES***

***OF***

***BANKMED NAMIBIA***

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## **1. INTRODUCTION**

### **1.1 PREAMBLE**

In these Rules, unless inconsistent with the context, words defined in the Act and not in the Rules shall bear the meanings thus assigned to them in the Act, words and expressions denoting the singular shall include the plural and *vice versa* and headings and subheadings are solely for ease of reference and are not to be taken into account in the interpretation of these Rules.

### **1.2 NAME**

The name of the Fund shall be "BANKMED NAMIBIA", hereinafter referred to as "the Fund".

### **1.3 LEGAL PERSONA**

In terms of the Act, the Fund is an independent legal person, existing separately from its Members and legally capable in its own name of suing and of being sued, of acquiring, holding and alienating movable and immovable property and of acquiring rights and obligations.

### **1.4 REGISTERED OFFICE**

The principal place of business of the Fund shall be situated on the fifth floor, CIH House, Kasino Street, Windhoek, (P. O. Box 97156, Windhoek) but the Trustees shall have the right to relocate such office to any other place in Namibia or where ever else, should circumstances so dictate.

### **1.5 OBJECTS**

The general object of the Fund is to promote the health of its Members and to establish a benefit 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, paramedical, nursing, surgical or dental services, or the supply of medicines or of medical, surgical, dental or optical requirements or appliances or of accommodation in a hospital or nursing home, as determined by the Fund from time to time in terms of these Rules.

### **1.6 BINDING FORCE OF RULES**

The Rules shall be binding on the Fund and its Members and officers and on all persons who claim under the Rules or whose claims are derived from a person so claiming.

## **2. DEFINITIONS**

Unless inconsistent with the context, the following words and expressions shall bear the following meanings:

2.1 "Act" shall mean the Medical Aid Funds Act, 1995 (Act No. 23 of 1995)

2.2 "Benefits" shall mean the benefits granted from time to time by the Fund to its Members in terms of these Rules.

- 2.3 "Child" shall mean a Member's biological child, step-child in terms of a valid marriage entered into between the Member and a parent of such child, or legally adopted child who is under the age of twenty-one years, not self-supporting, and not a member or dependant of a member of any Medical Aid Fund.
- 2.4 "Continuation Member" shall mean a Member who retires from the service of a Recognised Institution or whose employment is terminated by a Recognised Institution because of age, ill health or other disability.
- 2.5 "Date of Service" shall mean:
- 2.5.1 in the event of a consultation, visit or treatment by a medical practitioner, dentist or a person providing supplementary health services, the date on which each consultation, visit or treatment occurred, whether for the same illness or not.
  - 2.5.2 In the event of an operation, procedure or confinement, the date on which each operation, procedure or confinement occurred.
  - 2.5.3 In the event of hospitalisation, the date of each discharge from a hospital or nursing home or the date of cessation of membership whichever date occurs first.
  - 2.5.4 In the event of any other service or requirement, the date on which such service was rendered or requirement obtained.
- 2.6 "Dependant" shall mean:
- 2.6.1 the legal spouse of a Member; provided that such spouse is not a member or dependant of a member of any other medical aid fund, nor a member or dependant of a member of PSEMAS.
  - 2.6.2 The Member's common law spouse or same sex partner who has cohabitated with the Member for at least two years, who is not a member or dependant of a member of any other medical aid fund, nor a member or dependant of a member of PSEMAS and who, on application and subject to such conditions as the Trustees may determine is recognised as a Dependant by the Trustees, provided that if such common law spouse or same sex partner has cohabitated with the Member for less than two years and the Trustees recognise such common law spouse or same sex partner as a Dependant, the Member may not register another common law spouse as his/her Dependant for a period of two years as from the date whereon the former common law spouse or same sex partner terminates his/her membership of the Fund.
  - 2.6.3 The Child of a Member.

- 2.6.4 A Member's child who is over the age of 21 years, unmarried, not in receipt of an income exceeding the maximum annual social pension payable by the State, not a member or dependant of a member of any medical aid fund, not a member or dependant of a member of PSEMAS, is a full-time, active student at a tertiary educational institution recognised by the Trustees and who, on application and subject to such conditions as the Trustees may prescribe, is recognised as a Dependand by the Trustees for periods of not more than 12 months at a time and such recognition shall not extend beyond the end of the calendar year during which such child turns the age of 25 years.
- 2.6.5 Subject to the approval of the Trustees and such conditions as they may prescribe, a Member's child over the age of 21 years who is unmarried, not a member or dependant of a member of any medical aid fund, not a member or dependant of a member of PSEMAS and who, owing to mental or physical defects or any similar cause, is not in receipt of an income exceeding the maximum annual social pension payable by the State.
- 2.6.6 A Special Dependand of the Member.
- 2.7 "Healthcare Consultant" shall mean a person registered with the Registrar who is neither a fund or administrator, nor an employee of a fund or administrator, whose functions relate specifically to the medical aid industry and who provides advisory or consulting services to members participating in medical aid funds.
- 2.8 "Fund" means Bankmed Namibia, being a medical aid fund registered in terms of the Act.
- 2.9 "Member" shall mean any person qualifying for membership of the Fund under these Rules, and who contributes to the Fund in order to obtain the Benefits in terms of these Rules either for himself / herself or for any Dependand.
- 2.10 "Month" shall mean a period extending from the first day to the last day of any one of the twelve months of the year.
- 2.11 "NAMAF" shall mean the Namibian Association of Medical Aid Funds.
- 2.12 "NAMFISA" shall mean the Namibia Financial Institutions Supervisory Authority.
- 2.13 "PSEMAS" shall mean the Public Service Employees Medical Aid Scheme.
- 2.14 "Pensioner" shall mean a person who is in receipt of an annuity or pension from a Recognised Institution.
- 2.15 "Principal Officer" shall mean the Officer appointed as such in terms of the Act to manage the business of the Fund.

- 2.16 "Recognised Institution" shall mean a banking institution in Namibia registered in terms of the Banking Institutions Act, 1998 and shall include all affiliates or associates of such a banking institution and any other organisation or body in Namibia to whose employees qualification for membership in the Fund has been extended by the Trustees from time to time.
- 2.17 "Registrar" shall mean the Registrar or Deputy Registrar of medical aid funds appointed under the Act.
- 2.18 "Rules" shall mean these Rules of the Fund as amended from time to time, including the byelaws, Annexures, Schedules of Benefits and any other provision relating to (i) the Benefits which may be granted, (ii) the contributions which may become payable in terms of a resolution adopted in a General Meeting or by the Trustees and (iii) the requirements for the purposes of claiming Benefits, subject to the Registrar's approval.
- 2.19 "Scale of Benefits" shall mean a tariff of fees, recommended or preferential tariff or other benefit structure, recommended by NAMAF, as a guide for medical aid funds to determine Benefit levels.
- 2.20 "Special Dependant" shall mean:
- 2.20.1 in the case of a female Dependant under the age of 25 years, such female Dependant's biological child, under the age of twenty-one years, unmarried, not self-supporting, and not entitled to Benefits from any medical aid fund nor from PSEMAS, who is also not the biological child, step-child, or legally adopted child of a Member and who is recognised as a Special Dependant by the Trustees for as long as the female Dependant parent remains a Dependant.
- 2.20.2 The former Spouse of a Member for who the Member is obliged to provide medical aid cover in terms of any court order relating to the divorce of such Member from such former Spouse; provided that such former Spouse is not a member or dependant of a member of any medical aid fund nor a member or dependant of a member of PSEMAS.
- 2.20.3 A Member's child who is over the age of 21 years, unmarried, not in receipt of an income exceeding the maximum annual social pension payable by the State, not a member or dependant of a member of any medical aid fund nor a member or dependant of a member of PSEMAS and who, on application and subject to such conditions as the Trustees may prescribe, is recognised as a Dependant by the Trustees for periods of not more than 12 months at a time.
- 2.20.4 In exceptional circumstances (the details of which must be stated), any other dependant of the Member who is not a member or dependant of a member of any medical aid fund nor a member or dependant of a member of PSEMAS and who is recognised as a Special Dependant by the Trustees subject to the prior approval of the Recognised Institution employing the Member; provided further that such a person is not in receipt of an income exceeding the maximum annual social pension payable by the State and is not older than 55 years of age.

- 2.21 "Spouse" shall mean, as the case may be, the legal spouse of a Member or, in the case of a deceased Member the person who was such deceased Member's legal spouse and registered as a Dependant immediately before such Member's death.
- 2.22 "Trustees" shall mean the members of the Board of Trustees appointed or elected to manage the Fund in terms of the Rules.

### **3. MEMBERSHIP**

#### **3.1 RECOGNISED INSTITUTIONS AND THEIR EMPLOYEES**

3.1.1 Membership of the Fund shall be restricted to employees of Recognised Institutions approved by the Trustees, subject to the following conditions:

3.1.1.1 The Trustees shall have the power to decide whether to extend membership to the employees of any organisation or body and the conditions, financial or otherwise upon which such membership shall be extended.

3.1.1.2 A Recognised Institution may, except where otherwise provided in these Rules, terminate its employees membership of the Fund by giving three months written notice by registered mail to the Fund; provided that if the Trustees are satisfied that the financial situation of the Fund permits, they may accept such shorter notice as they deem fit, however a member's membership may be terminated by giving one months written notice.

3.1.1.3 An employee who is eligible for membership of the Fund but who does not join the Fund when he/she first becomes eligible for membership of the Fund and who thereafter applies for membership of the Fund:

- (a) shall not be admitted as a Member of the Fund for a period of at least 12 months after the date whereon such employee first became eligible for membership of the Fund.
- (b) Such admission to the Fund shall take effect only on 1 January in any year.
- (c) On admission to membership of the Fund, a general waiting period of three months and a nine-month waiting period for confinements may apply, during which periods no benefit shall accrue but subscriptions shall be paid to the Fund.

- (d) The Trustees, in their discretion, may, on admission, impose a waiting period of up to six months during which Benefits for any pre-existing sickness condition will be restricted or excluded in respect of such Member and or any of his/her Dependants.

The afore-going provisions of this Rule 3.1.1.3 shall not apply to an employee described above who did not join the Fund when first eligible to do so because he/she was a dependant of a member of a medical aid fund, and who subsequently applies for membership of the Fund on the death of the member of the medical aid fund from whom he/she derived his her membership of such medical aid fund or for any other reason that is satisfactory to the Trustees.

3.1.2 If the Trustees become aware that claims have been paid on behalf of any unregistered dependant or a dependant in receipt of an income exceeding the maximum annual social pension payable by the State, no further claims can be considered on behalf of the Member or his/her Dependants until:

3.1.2.1 arrear subscriptions have been collected in respect of the Dependand that was unregistered.

3.1.2.2 All Benefits paid out have been refunded to the Fund in respect of the Dependand in receipt of an income exceeding the maximum annual social pension payable by the State.

3.1.3 If the Trustees become aware that claims have been paid on behalf of any unregistered dependant or a dependant in receipt of an income exceeding the maximum annual social pension payable by the State and such dependant is not subsequently registered as the Member's Dependand, the Member shall refund to the Fund all Benefits paid out in respect of such dependant.

### **3.2 PENSIONERS AND CONTINUATION MEMBERS**

A Member who retires from the service of a Recognised Institution or whose services are terminated by the Recognised Institution on account of age, ill-health or other disability, shall retain his/her membership if, at the time of his/her retirement, he/she was a Member of the Fund for a continuous period of not less than two years, or if contributions for at least two years based on his/her subscriptions at the time of retirement are paid up within three months from the date of such retirement. It is a proviso that in the case of a Member who was transferred from another medical aid fund, the period of continuous membership of the said other medical aid fund shall be reckoned as membership of the Fund. The Employer shall notify such Member of his/her right to continue his/her membership and of the subscription payable from the date of retirement. The Member shall then automatically continue to be a Member unless he/she informs the Fund, in writing, of his/her desire to terminate his/her membership.

### **3.3 DEPENDANTS**

3.3.1 Upon the death of a Member, his/her Dependand, if registered as such, immediately prior to the Member's death, shall be entitled to become a Member in the place of the deceased Member and shall be entitled to the same privileges as the deceased Member, provided that:

- 3.3.1.1 the eldest of such Dependants is registered as the new Member and the subscriptions are adjusted according to Annexure A.
  - 3.3.1.2 The subscriptions are paid to the Fund without interruption.
  - 3.3.1.3 The Fund receives written notice of the Dependants' intention to remain on the Fund within three months of the Fund having informed such Dependants of their right to continued membership.
- 3.3.2 The Fund shall notify such Dependant of his/her right to become a Member in place of the deceased Member and of the contribution payable in respect of such membership. Such Member's membership shall terminate if:
- 3.3.2.1 he/she is a spouse and remarries or if he/she is a Dependant other than a spouse and marries, and becomes entitled to membership of a medical aid fund by virtue of such marriage.
  - 3.3.2.2 He/she elects to become a member of another medical aid fund.
  - 3.3.2.3 He/she elects, in writing, not to become a Member.
  - 3.3.2.4 He/she ceases to reside in Namibia or in any other area approved by the Trustees.
  - 3.3.2.5 He/she would be ineligible in terms of paragraph 2.7.3 or 2.7.4 of the definition of "Dependant".

#### **3.4 SUBSCRIPTIONS/REALISATION OF SURPLUS**

- 3.4.1 The monthly subscriptions shall be as detailed in Annexure A; provided that:
  - 3.4.1.1 subscriptions will be calculated according to the higher of the Member's or his/her Spouse's income in accordance with Table A or C in Annexure A. Where a Spouse is either self-employed, the owner of a business, a director, a farmer, a senior executive or a member of a partnership or close corporation, the Member must pay the maximum subscriptions according to his/her family group, unless he/she submits satisfactory evidence of a lower income to the Trustees. In determining such lower income, tax concessions that are not applicable to salaried employees shall be disregarded.

- 3.4.1.2 Notwithstanding anything to the contrary contained elsewhere in the Rules, the subscriptions payable by a Member with Special Dependants will be calculated according to the higher of the Member's or his/her Spouse's income in accordance with Table A or C in Annexure A, based on the number of Dependants of the Member, excluding any Special Dependants, plus a further amount in respect of each Special Dependant calculated according to the higher of the Member's or his/her Spouse's income in accordance with Table B or D in Annexure A. Where a Spouse is either self-employed, the owner of a business, a director, a farmer, a senior executive or a member of a partnership or close corporation, the Member must pay the maximum subscriptions according to his/her family group, unless he/she submits satisfactory evidence of a lower income to the Trustees. In determining such lower income, tax concessions that are not applicable to salaried employees shall be disregarded.
- 3.4.1.3 If a child described in paragraph 2.21.4 of the definition of "Special Dependant" in Rule 2 is admitted to the Fund and the Member terminates such child's membership before such child has been registered as a Special Dependant for twelve months as from his/her admission date, the Member will be liable for the payment to the Fund of twelve months subscriptions in respect of such Special Dependant. Such subscriptions shall be a debt due to the Fund by the Member and recoverable from him/her.
- 3.4.2 Notwithstanding any contrary provision in the Rules, Benefits in respect of a Member and his/her Dependants shall be suspended if the Member's subscriptions are in arrears, except for claims in respect of services rendered prior to the date on which the subscriptions fell into arrears. Claims paid by the Fund in respect of services rendered to a Member and/or his/her Dependants during any period for which subscriptions have not been paid shall be a debt due to the Fund by the Member and recoverable from him/her.
- 3.4.3 No portion of any surplus realised by the Fund shall be distributed to the Members or to any other person, save as provided for in Rule 21.
- 3.4.4 Contributions by Members outstanding for more than 90 (ninety) days shall bear interest at the prime overdraft rate of the bankers of the Fund or at such other interest rate, to the maximum allowed under the Usury Act, as may be determined by the Trustees.
- 3.4.5 Subscriptions shall be payable monthly in advance and shall be paid to the Fund not more than 7 (seven) days following the day on which wages were paid by the Employer to employees.

### **3.5 MINORS**

A minor may become a Member and any such minor may, by himself/herself if he/she has attained the age of 16 years, or assisted by a parent or guardian if he/she is under that age, execute all necessary documents and give all necessary acquaintances, provided that he/she may not serve as a Trustee or the Principal Officer.

### **3.6 RETENTION OF MEMBERSHIP**

3.6.1 A Member shall retain his/her membership anywhere in the service of the Recognised Institution from which he/she was registered as a Member, but should he/she be transferred outside Namibia, he/she must satisfy the Trustees for the payment of future subscriptions.

3.6.2 A Pensioner can remain a Member, but should he/she reside outside Namibia, his/her membership shall automatically terminate.

### **3.7 CESSATION OF MEMBERSHIP**

A Member may resign as a Member whilst in the employ of any Recognised Institution to become a dependant on his/her spouse's medical aid fund, provided that:

3.7.1 such former Member shall not be re-admitted as a Member of the Fund for a period of at least 12 months after such resignation.

3.7.2 Such readmission to the Fund shall take effect only on 1 January in any year.

3.7.3 On readmission to membership of the Fund, a general waiting period of three months and a nine-month waiting period for confinements may apply, during which periods no benefit shall accrue but subscriptions shall be paid to the Fund, if such former Member did not belong to any registered medical aid fund nor to PSEMAS prior to readmission to membership.

3.7.4 The Trustees, in their discretion may, on admission restrict or exclude any pre-existing sickness condition from Benefits in respect of such Member and or any of his/her Dependants.

### **3.8 TERMINATION OF MEMBERSHIP**

Membership shall automatically cease:

3.8.1 upon death.

3.8.2 where a Member is in arrears with his/her subscriptions or any other monies owing to the Fund and the arrears are not paid within one month from the date of despatch of notification from the Principal Officer.

- 3.8.3 where a Member leaves the service of a Recognised Institution and does not become a Pensioner or Continuation Member. The Employer Group undertakes to notify the Fund, in writing, 1 (one) calendar month prior notice of any of its members termination of membership. If no such notice is received by the Fund within the prescribed one month time, the Employer Group shall remain liable for the payment of premiums and/or settlement (if any) until written notification of termination of membership is received.
- 3.8.4 where a Member becomes a member or a dependant of a member of another Medical Aid Fund. The Employer Group undertakes to notify the Fund, in writing, 1 (one) calendar month prior notice of any of its members termination of membership. If no such notice is received by the Fund within the prescribed one month time, the Employer Group shall remain liable for the payment of premiums and/or settlement (if any) until written notification of termination of membership is received.
- 3.8.5 where a Member becomes a member or a dependant of a member of PSEMAS. The Employer Group undertakes to notify the Fund, in writing, 1 (one) calendar month prior notice of any of its members termination of membership. If no such notice is received by the Fund within the prescribed one month time, the Employer Group shall remain liable for the payment of premiums and/or settlement (if any) until written notification of termination of membership is received.
- 3.8.6 where the Recognised Institution withdraws from the Fund or does not fulfil its obligations regarding subsidy payments.
- 3.8.7 where a Member abuses the Benefits of the Fund.

### **3.9 COMMENCEMENT OF MEMBERSHIP**

- 3.9.1 Membership shall commence on the later of the first day of the month in which the Member was appointed at the Recognised Institution, or the day on which the Member was accepted and formally registered in terms of the Rules; provided that a Member shall not be admitted to membership of the Fund on a date other than the first day of a month. For the avoidance of any doubt, and in the event of a Member being accepted and being formally registered by the Fund on a date later than the date of appointment at the Recognised Institution, the membership shall only commence on the first day of the month immediately following the month in which such acceptance and formal registration took place.
- 3.9.2 In the event that an employee who is entitled to membership in terms of these Rules does not apply for such membership, or his/her employer does not apply for such membership within 30 days following the date such employee first became so entitled, the provisions of 3.1.1.3 shall apply, provided that the Trustees may in their sole and final discretion, and on good cause shown by such person, waive application of the provisions of 3.1.1.3 by giving written notice to that effect to such employee.
- 3.9.3 No person shall by virtue of his/her employment by a particular employer, be compelled to become a member of the Fund.

## **4. APPLICATION FOR MEMBERSHIP**

### **4.1 FORM OF APPLICATION**

Application for membership must be made on the form approved by the Trustees, and every applicant shall in respect of himself/herself and his/her Dependants furnish satisfactory evidence of age, together with such other information as the Trustees may require. The Trustees shall have the power to accept or reject any applicant. The Trustees shall not be bound to disclose their reasons in the event of any applicant being rejected as a Member. If the Trustees consider it desirable, an applicant may be required to undergo a medical and/or dental examination before being accepted into membership and the Trustees may select the examiner. The cost of all such examinations shall be borne by the applicant, unless the Recognised Institution concerned has made membership of the Fund a condition of service for Members in its employ, in which event the examiner's fee will be borne by the Fund.

### **4.2 SUBMISSION OF APPLICATIONS**

Prospective Members shall submit their applications to the Fund duly certified by the Recognised Institution employing them and duly approved by the Fund in terms of the Rules. A copy of the Rules will be furnished to all Members upon approval of membership.

### **4.3 LIMITATION OF BENEFITS**

After consideration of the evidence of health submitted by a Member in terms of Rule 4.1, the Trustees may, subject to the provisions of the Act, limit or specifically exclude Benefits in respect of a particular disease, disorder or disability that existed at the time of admission as a Member or Dependant. It is a proviso that no such limitation or specific exclusion in respect of congenital ailments or conditions shall be imposed on a Child born into the Fund. The Trustees shall notify the Member in writing of any limitation or specific exclusion imposed in terms of this Rule 4.3. Any such limitation or specific exclusion shall be listed on the Member's membership card.

### **4.4 NON-DISCLOSURE**

4.4.1 If a Member or Dependant fails to undergo a medical examination envisaged in Rule 4.1 when requested to do so by the Trustees or, if such Member or Dependant makes a false declaration or knowingly fails to disclose, when being medically examined, that he/she has suffered or is suffering from an illness or condition that would have caused the Trustees to impose any limitation or specific exclusion on his/her Benefits as provided for in Rule 4.3, the Benefits in respect of such Member or Dependant shall be determined by the Trustees as if such limitation or specific exclusion had been imposed as provided in Rule 4.3.

4.4.2 The provisions of Rule 4.4.1 shall apply mutatis mutandis in the event of a Member making a false declaration under Rule 4.1.

#### **4.5 APPLICATION FOR DEPENDANTS**

4.5.1 The Member must make application for each dependant on the form approved by the Trustees. If the Trustees consider it desirable, an applicant may be required to undergo a medical or dental examination. The costs of all such examinations shall be borne by the applicant.

4.5.2 Prospective Members shall, upon making application for membership of the Fund, simultaneously apply for their Dependants, failing which such Dependants shall not be entitled to receive any Benefits from the Fund for a period of no less than 12 months after the date from the actual admission of the said prospective Member, provided further that such Dependants shall only be entitled to admission to the Fund and shall only become entitled to the Benefits from the Fund on the 1<sup>st</sup> January of a year. The provisions of Rule 4.5.2 do not apply in respect of a Dependant who is a Child born into the Fund or to a spouse married to such prospective Member subsequently to such prospective Member having become a Member of the Fund.

#### **4.6 TRANSFER BETWEEN MEDICAL AID FUNDS**

Subject to the terms and conditions applicable to the admission of other Members, the Trustees shall admit to membership of the Fund, without waiting period, entrance fee or imposition of new restrictions on account of the state of his/her health or the health of any of his/her Dependants, any person who has been a member or the dependant of a member of any medical aid fund for a continuous period of at least two years and who applies within three months of the date on which he/she ceased to be a member or a dependant of a member of such fund.

#### **4.7 OBLIGATION TO REGISTER DEPENDANTS**

Subject to the provisions of these Rules, more specifically Rule 4.5, a Member may elect to register all his/her Dependants who are eligible in terms of the Rules and shall immediately inform the Fund of the occurrence of any event which results in any of his/her Dependants no longer qualifying as such in terms of the Rules; provided that the Fund shall be supplied with legal proof when a Member wishes to deregister Dependants due to divorce.

#### **4.8 REGISTRATION OF A CHILD**

Members shall notify the Fund within 30 days of the birth or the legal adoption of a Child in order to permit registration as a Dependant. Increased contributions in respect of a Child shall be due as from the first day of the month following birth or legal adoption. Benefits shall, nevertheless, accrue as 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.

#### **4.9 NOTIFICATION OF CHANGE IN MARITAL STATUS**

4.9.1 Members who marry, remarry, divorce or whose Spouses die subsequent to the Member joining the Fund shall notify the Fund within 30 days thereof, and subscribe at the

amended rates from the first day of the month following the change in their marital status. Benefits will, however, be adjusted from the date of such change in status. Members who marry or remarry subsequent to joining the Fund and fail to take the action under this Rule will render themselves liable to forfeiture of all Benefits in respect of the new conjugal status until they have given the required notification and paid the full subscriptions applicable.

4.9.2 A Member shall notify the Principal Officer in writing immediately, but at the latest within 30 days, of any change in circumstances, other than those defined in Rules 4.6, 4.7, 4.8 and 4.9.1, which may affect his/her payment of subscriptions or amounts payable in respect of claims.

4.9.3 A Member's registered Dependants shall be entitled to the same Benefits as the Member.

#### **4.10 SPECIAL PROVISIONS RELATING TO PSEMAS MEMBERS**

No person who participates in PSEMAS may become a Member of the Fund or become a Dependant of a Member of the Fund.

### **5. MEMBERSHIP CARD AND RULES**

#### **5.1 RIGHT TO A MEMBERSHIP CARD**

On admission to membership, each Member shall receive a membership card containing such particulars as may be prescribed by the Act. Such card must be exhibited to any supplier of service on all occasions. In the event of such card being lost, a duplicate can be issued upon payment of the fee determined by the Trustees.

#### **5.2 RETURN OF MEMBERSHIP CARD ON TERMINATION OF MEMBERSHIP**

When a Member resigns from the Fund, he/she must immediately return his/her membership card to the Fund. A Recognised Institution's Human Resources shall be responsible for ensuring that the membership cards of Members who have resigned are returned to the Fund.

#### **5.3 AVAILABILITY OF RULES**

On request, the Fund shall supply at least one copy of the Rules to each branch of each Recognised Institution for the use of Members.

### **6. LATE REGISTRATION FEE**

In the Trustees' discretion, any Member employed by a Recognised Institution that has made membership a condition of service and who did not apply for membership upon entering the service of such Institution shall pay a late registration fee as determined by the Trustees on admission to the Fund if such Member did not belong to a registered medical aid fund or to PSEMAS prior to admission to the Fund.

## **7. EXAMINATION IN CASE OF PROTRACTED ILLNESS**

In cases of illness of a protracted nature, the Trustees shall have the right to insist upon a Member or Dependant consulting any particular specialist the Trustees may nominate in consultation with the attending practitioner. In such cases, if the Member or Dependant does not act upon the specialist's advice, no further Benefits will be allowed for that particular illness.

## **8. BENEFITS**

8.1 Subject to the limitations imposed by the Rules, the Benefits payable by the Fund are those detailed in Annexure B and D.

8.2 In the event of any alteration being made at any time in the Benefits granted by the Fund to Members or Dependents, claims made subsequent to such alterations shall be paid as under the Rules existing as at the Date of Service, and not as at the date when the claim is submitted.

## **9. CLAIM PROCEDURES**

### **9.1 SUBMISSION OF CLAIMS**

All accounts must be submitted to the Fund within the period prescribed in Rule 9.3 and must be specified as follows:

9.1.1 The surname and initials of the Member.

9.1.2 The first name of the patient, if it is not the Member himself/herself.

9.1.3 The name of the Fund.

9.1.4 The Member's membership number.

9.1.5 The date of each service.

9.1.6 The nature of each service and, where applicable, the code number of the item of the Scale of Benefits.

9.1.7 The cost of each service.

9.1.8 An account from a specialist, excepting an eye specialist and a gynaecologist, must provide the name of the general practitioner or dentist who referred the patient to the specialist.

9.1.9 The practice code number, where applicable, of the supplier of service.

9.1.10 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 photocopy.

9.1.11 A statement by the supplier of service as to whether the account is in accordance with the Scale of Benefits.

- 9.1.12 A pharmacy account must be supported by a copy of a prescription from a person legally entitled to prescribe medicine.
- 9.1.13 Where an account refers to orthodontic treatment, a statement containing the following information shall accompany the first account to the Member and be submitted to the Fund together with such account:
- 9.1.13.1 the code number in accordance with the Scale of Benefits for the treatment.
  - 9.1.13.2 A plan of treatment indicating the following:
    - (a) the total tariff that would be charged by the orthodontist for the treatment.
    - (b) The duration of the treatment.
    - (c) The initial primary tariff payable by the Member.
    - (d) The monthly tariff payable by the Member.

## **9.2 ACCOUNTS NOT PAID DIRECTLY AND IN FULL BY THE MEMBER**

The Fund shall pay unpaid accounts charged in accordance with the fees of the Scale of Benefits or less to the supplier of service. The Member shall pay all other amounts to the supplier of service.

## **9.3 PERIOD FOR THE SUBMISSION OF CLAIMS**

In order to qualify for the payment of Benefits, a claim must reach the Fund on or before the last day of the 4th month (120 day period) following the month during which the service was rendered, unless, in the opinion of the Board of Trustees, extenuating circumstances exist. In such event, any such claim must reach the Fund on or before the last day of the 6<sup>th</sup> month (180 day period) following the month during which the service was rendered. Any such claim so received by the Fund will be considered as a claim for an ex gratia Benefit and will be paid subject to the availability of funds. For determining the amount of the Fund's contribution, each Date of Service shall be separately taken into account, whether or not the service concerned forms part of an extended period of treatment for the same illness or condition.

## **9.4 EXTENSION OF TIME FOR SUBMISSION OF CLAIMS**

Subject only to the provisions of the Act, a Member must obtain accounts for all services rendered from the supplier thereof. If, for any other reason whatsoever, a Member is unable to obtain an account for medical services or if he/she has in fact received an account but, because of special circumstances beyond his/her control, is unable to submit it within the prescribed period referred to in Rule 9.3, the Trustees may, in their discretion and acting on the advice of the Administrator, extend this period on condition that a written application for extension is received by the Principal Officer before the expiration of the said period.

**9.5 ACCOUNTS PAID DIRECTLY AND IN FULL BY THE MEMBER**

The Fund's portion of a claim determined in accordance with the provisions of Annexure B will be paid to a Member in respect of an account paid by the Member directly to the supplier of service, on condition that the account, properly specified in accordance with the requirements set out in Rule 9.1, is forwarded together with proof of payment.

**9.6 STATEMENT TO MEMBER**

On settlement of a claim, the Fund shall forward to the Member a statement setting forth the necessary details of such claim.

**9.7 CLAIMS IN RESPECT OF MEMBERS WHO HAVE RESIGNED**

Any Member resigning from the Fund, or ceasing to be a Member thereof, shall have no claim on the Fund for any expenses subsequent to his/her resignation and the Fund shall not be liable for expenses incurred for any illness prior to resignation unless the claim is submitted before the last day of the 4th month (120 day period) following the month of termination of membership.

**9.8 CLAIMS FOR SERVICES OBTAINED OVERSEAS**

Members submitting claims for services obtained outside Namibia must ensure that accounts are specified in terms of Rule 9.1 before submission to the Fund for a refund. Furthermore, such claims shall reflect the amount(s) in the equivalent Namibian currency and the rate of exchange as at the Date of Service used for conversion and shall bear a detailed description, in English, of each type of service rendered.

**10. CLAIMS IN EXCESS OF BENEFITS ALLOWED**

When any claim has been submitted to the Fund and such annual Benefits as the Member is entitled to have been granted, any balance still outstanding on the claim shall not be paid.

**11. JURISDICTION**

Any claim brought against a Member for the recovery of amounts owing to the Fund may be brought at the option of the Fund in any Magistrate's Court having jurisdiction in respect of the person of the Member notwithstanding the amount of the claim.

**12. LIABILITY ON DEFAULT**

The Employer of a Member or former Member (including a former Member on whose behalf the Fund has disbursed monies although not obliged to do so) who fails to pay by due date any amount due to the Fund shall also be liable for interest thereon at the maximum permissible rate in terms of the Usury Act and all costs and expenses incurred by the Fund in connection therewith including, but not limited to, tracing fees, collection commission and costs as between the Fund and its attorneys.

**13. MANAGEMENT**

A Board of Trustees shall conduct the general business of the Fund.

## 13.1 COMPOSITION OF BOARD OF TRUSTEES

13.1.1 The Board of Trustees shall consist of at least ten, but not more than twelve Trustees constituted as follows:

13.1.1.1 At least five Trustees elected at every third Annual General Meeting from a list of nominated candidates shall serve a three year term of office, provided that:

- (a) such Trustees shall be elected from among Members who are in good standing with the Fund.
- (b) Nominations must be in writing and be seconded by at least 10 Members. The nominee must accept the nomination in writing. Nominations must be in the hands of the Principal Officer at least 14 days prior to the Annual General Meeting. Should less than the required number of candidates be nominated in writing, Members may nominate further candidates at the Annual General Meeting. Such candidates must be proposed and seconded and must accept nomination either in person or in writing.
- (c) Employees of the Fund and persons under the age of 21 years shall not be eligible for nomination or election as Trustees.
- (d) No person may be elected or appointed as a Trustee if:
  - (i) he/she is not a Member of the Fund;
  - (ii) he/she has been declared insane or incapable of managing his/her affairs;
  - (iii) he/she is an unrehabilitated insolvent or has surrendered his/her estate;
  - (iv) he/she has been convicted, whether in Namibia or elsewhere of theft, fraud, forgery or uttering of a forged document or perjury;
  - (v) he/she has been removed by a competent court from any office of trust because of misconduct.
- (e) Not more than one such Trustee shall be a candidate of any recognised Institution including any of its affiliates or associates.

13.1.1.2 Each participating banking institution may appoint one Trustee member each. Alternates for such Trustees must be appointed.

- 13.1.1.3 One Trustee shall be appointed by the Board of Trustees from the management of a non-banking institution to represent the non-banking recognised institutions of the Fund.

## **13.2 PERIOD OF OFFICE**

The elected Trustees shall be deemed elected for a period of three years, until the close of the third Annual General Meeting following their election, but shall be eligible for re-election. The newly elected and appointed Board of Trustees shall take office as from the close of that Meeting.

## **13.3 TERMINATION OF PERIOD OF OFFICE**

The office of a Trustee shall become vacant:

- 13.3.1 if he/she ceases to be a Member of the Fund;
- 13.3.2 if he/she is absent from three consecutive meetings without the permission of the Board of Trustees;
- 13.3.3 if the Board of Trustees accepts his/her written resignation from office;
- 13.3.4 if he/she is declared of unsound mind or incapable of managing his/her affairs;
- 13.3.5 if he/she is declared insolvent or has surrendered his/her estate;
- 13.3.6 if he/she is convicted, whether in Namibia or elsewhere of of any offence involving an element of dishonesty;
- 13.3.7 if he/she is removed by a competent court from any office of trust because of misconduct;
- 13.3.8 upon his/her death.

## **13.4 FILLING OF VACANCIES**

The Trustees shall have the power to fill any vacancy on the Board of Trustees in respect of elected Trustees by appointing another Member of the Fund resident in Windhoek or its vicinity. In the case of appointed Trustees, the Recognised Institution concerned shall fill the vacancy. Any such Trustee shall hold office until the following Annual General Meeting.

## **13.5 REMUNERATION**

Trustees shall not be entitled to any remuneration, honorarium or any other fee in respect of anything done in their capacity as Trustees. Trustees shall furthermore not be entitled to any reimbursements of or any payment or allowance in respect of travelling, accommodation and other expenses that they may incur in attending meetings of the Board of Trustees.

## **13.6 INDEMNITY**

The Trustees and any officer of the Fund shall be indemnified by the Fund against proceedings, costs and expenses incurred by them in connection with anything done by them in good faith for the Fund, except proceedings, costs and expenses incurred on account of the Trustees wilful default, dishonesty or fraud.

## **13.7 ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON**

The Trustees shall appoint a chairperson and vice-chairperson from their ranks. The chairperson, or in his/her absence the vice-chairperson, shall preside over all meetings of the Trustees. In the absence of both the chairperson and the vice-chairperson, the remaining Trustees shall elect an acting chairperson for that meeting. When necessary, the chairperson of any Trustee meeting shall have a casting as well as a deliberative vote. The Trustees shall appoint the chairperson of a Special General Meeting or Annual General Meeting, other than a Special General Meeting referred to in Rule 15.2.2. A Special General Meeting convened by the Members in terms of Rule 15.2.2 shall elect the chairperson of such meeting.

## **13.8 MEETINGS OF THE TRUSTEES**

The Principal Officer shall convene Trustee meetings as occasion arises, but at least three times a year. Three days written notice thereof shall be sent to each Trustee, and at such meetings, four Trustees shall form a quorum. Such meetings shall be held in Windhoek or in any other centre as may be decided by the Trustees.

## **13.9 SPECIAL MEETINGS OF THE TRUSTEES**

Any five Trustees may require the Principal Officer to convene a Special Trustee Meeting to be held within one week of such notification and in the event of the Principal Officer failing to comply with their request, such Trustees may convene the meeting themselves in the manner provided for in Rule 13.8.

## **13.10 MINUTES OF MEETINGS**

The Trustees shall cause the proceedings of all Annual, Special General, Trustee meetings to be properly minuted. The minutes of such meetings shall be laid before the first succeeding respective meetings; provided that the minutes of every Special General Meeting shall, as the Trustees may decide, be laid before the first succeeding Special General Meeting or the Annual General Meeting. If the minutes of any such meetings are accepted as correct, the chairperson of such meeting shall confirm them.

## **13.11 POWERS OF THE TRUSTEES**

13.11.1 Subject to the provisions of the Act, the Trustees are competent to:

13.11.1.1 delegate any of their powers to an Executive or a Sub-committee composed of such of the Trustees as they may appoint, or to such of the Trustees as they may appoint for such purpose, or to the Principal Officer, provided that:

- 13.11.1.1(a) any Executive or Sub-committee so formed, or Trustees so appointed or the Principal Officer shall, in the exercise of such powers, comply with any rules or instructions imposed or issued by the Trustees.
  - 13.11.1.1(b) The Principal Officer may further delegate the powers delegated to him/her, with the exception of those indicated by the Trustees, to any other employee of the Fund.
  - 13.11.1.1. (c) The Trustees may amend or withdraw any powers delegated in terms of this Rule.
- 13.11.2 Appoint a resident of Namibia as Principal Officer who shall be the Principal Executive Officer of the Fund, provided that no person under the age of 21 years shall be entitled to act as such officer. It is not necessary for the Principal Officer to be a member of the Trustees. Except with the permission of the Trustees the Principal Officer shall attend all meetings of the Fund and of the Trustees and any other duly appointed Sub-Committee where his/her attendance may be required. The Principal Officer shall be responsible for the submission of all statutory returns. The Principal Officer shall cause to be recorded the proceedings of all meetings of the Fund, the Trustees and other duly appointed Sub-Committees, arrange for the collection of subscriptions, banking of funds and make payments as authorised by the Trustees. He/she shall be responsible for the supervision of the employees employed by the Fund and shall ensure the carrying out of all duties as are necessary for the proper execution of the business of the Fund, as the Trustees may direct. If the Principal Officer is absent from Namibia for a period of 30 days or is unable to discharge any duty imposed upon him/her for any other reason, the Trustees shall appoint another employee of the Fund to act in his/her stead for the duration of his/her absence.
- 13.11.3 Determine the terms and conditions of the appointment of the Principal Officer and such other employees as may be appointed, involving if considered desirable, the rights to pensions for such persons appointed and annuities to their surviving spouses. The Trustees shall have the power to take all necessary steps to sign and execute all necessary documents to ensure and secure the due fulfilment of the Fund's obligation under such appointment.
- 13.11.4 Require the resignation of the Principal Officer and/or any salaried or honorary official or any employee of the Fund if they consider circumstances justify such action.
- 13.11.5 Insure the Fund against loss resulting from the negligence, dishonesty or fraud of any of its officers (including Trustees) with an insurer approved by the Registrar.
- 13.11.6 Employ such clerical assistance as they consider necessary for the Principal Officer and pay for such services at rates that they consider commensurate with the work done.

- 13.11.7 Subject to the availability of funds for this purpose, grant ex gratia awards to Members to assist them in defraying medical expense that they or their Dependants incur, apart from the ordinary Benefits as governed by the Rules. All ex gratia awards in terms of this Rule shall be governed by the Fund's ex gratia awards policy and paid from the amount (if any) budgeted for ex gratia awards for each financial year. The Trustees shall have the power to make such budgetary provision for ex gratia awards as is required from time to time. Donations from Members and others shall be invited.
- 13.11.8 Subject to the provisions of Rule 18, formulate such byelaws as they deem necessary in connection with the foregoing, and such byelaws shall possess full authority.
- 13.11.9 Appoint medical practitioners and/or dentists and/or any other profession or person as consultants to the Fund, and determine the fees for their services.
- 13.11.10 Decrease Benefits by not more than 25% in any financial year; provided that such decrease is approved by a 2/3 majority of the Trustees, subject to the Registrar's approval.
- 13.11.11 Increase Benefits in any financial year; provided that such increase is approved by a 2/3 majority of the Trustees, subject to the Registrar's approval.
- 13.11.12 Decrease or increase the amount of subscriptions payable by all Members by not more than 25% in any financial year; provided that the Trustees shall have the power to approve increases in excess of 25% if necessitated and resultant from an increased Scale of Benefits, and provided further that such decrease or increase is approved by a 2/3 majority of the Trustees, subject to the Registrar's approval.
- 13.11.13 Initiate and defend any action at law that may be necessary to safeguard the interest of the Fund.
- 13.11.14 Authorise the Principal Officer to deal with claims without reference to the Trustees, who shall determine the extent and conditions of such authority.
- 13.11.15 To purchase immovable property for use of the Fund and to let surplus capacity.
- 13.11.16 To require each Member on admission to the Fund to sign forms prescribed by the Fund thereby giving authority for his/her banking account to be debited with his/her portion of claims paid on his/her behalf to suppliers of service: Provided that in the case of Members not maintaining banking accounts the Trustees shall make arrangements with such Member or the Recognised Institution where he/she is employed for the collection of such portions as may be necessary. It is a further proviso that in the case of existing Members, the Trustees shall have the power to debit a Member's banking account with the said portion or make arrangements with the Member or the Recognised Institution where he/she is employed for the collection thereof.
- 13.11.17 Decide, in their discretion on any matter not specifically covered by the Rules: Provided that in the exercise of this discretion the Trustees shall be bound by the objects of the Fund and by its powers as set out in the Rules;

- 13.11.18 Delegate the functions of the Principal Officer to that of an administrator, who is competent to assume all administration functions of other funds or medical aid funds, at a fee to commensurate with the work done.
- 13.11.19 Delegate the functions of the Principal Officer to an outside administrator, who is competent to assume all administration functions of the Fund, at a fee considered to be commensurate with the work done.
- 13.11.20 Subject to the provisions of the Act, invest surplus funds of the Fund that are not required for the immediate needs of the Fund.
- 13.11.21 Recover the administration expenses of the Fund from subscriptions of Members, or from investment income or from any other source.
- 13.11.22 Sign all contracts and other documents binding the Fund and to delegate this power to a Trustee or the Principal Officer on the conditions as decided by the Trustees.
- 13.11.23 Amend the Rules of the Fund in terms of Rule 18.

**13A. DUTIES, RESPONSIBILITIES AND POWERS OF THE PRINCIPAL OFFICER**

- 13A1. The Principal Officer of the Fund shall be bound by the Rules and by any amendment thereto.
- 13A.2 The Principal Officer shall have the following duties:
  - 13A2.1 To sign the certificate to be submitted to the Registrar together with any alteration or rescission of a Rule or an addition to the Rules of the Fund. Such certificate shall certify that such alteration or rescission of a Rule or such addition to the Rules has been adopted in accordance with the Rules.
  - 13A2.2 To receive any notice required or permitted to be given to the Fund in terms of the Act.
  - 13A2.3 To prepare an annual report to the Registrar containing such information as may be prescribed by the Act for submission to the Registrar within six months of the end of each financial year.
  - 13A2.4 In the exercise of the powers referred to in Rule 13A3.1, to comply with any rules or instructions issued or imposed by the Trustees.
  - 13A2.5 Except with the permission of the Trustees, to attend all meetings of the Fund and of the Trustees and any other duly appointed Sub-Committee where his/her attendance may be required.
  - 13A2.6 To submit all statutory returns.
  - 13A2.7 To cause to be recorded the proceedings of all meetings of the Fund, the Trustees and other duly appointed Sub-Committees.

- 13A2.8 To arrange for the collection of subscriptions.
  - 13A2.9 To arrange for the banking of funds.
  - 13A2.10 To make payments as authorised by the Trustees.
  - 13A2.11 To refer any dispute which may arise between a Member, a prospective Member, or a former Member or a person claiming by virtue of a Member, and the Fund or an officer of the Fund to the Trustees for review.
  - 13A2.12 To refer any dispute that may arise between a Member, an applicant for membership, a former member, or any person participating in claiming from the Member or former Member or applicant for membership and the Fund to the Disputes Committee.
- 13A3 The Principal Officer shall have the following responsibilities:
- 13A3.1 To supervise the employees employed by the Fund and to ensure the carrying out of all duties as are necessary for the proper execution of the business of the Fund, as the Trustees may direct.
  - 13A3.2 To convene Trustee meetings as occasion arises, but at least three times a year, with three days written notice thereof to each Trustee.
  - 13A3.3 To convene a Special Trustee meeting at the request of any five Trustees within one week of such request.
  - 13A3.4 To despatch notification to a Member that his/her subscriptions or any other monies owing to the Fund are in arrears.
  - 13A3.4 To sign the accounts, balance sheets, reports and statements referred to in Rule 21.1.
  - 13A3.5 To sign all documents required to be lodged with the Registrar in terms of the Act.
  - 13A3.6 If the Trustees or the Members present at a duly constituted General Meeting are of the opinion that the Fund should be dissolved, the Principal Officer shall, upon direction by the of Trustees, despatch to every Member by registered post a memorandum containing the reasons for such a step and the manner in which the assets of the Fund shall be distributed, together with a ballot paper.
- 13A4 The Principal Officer shall have the following powers:
- 13A4.1 To exercise such of the powers of the Trustees as have been delegated to him/her by the Trustees in terms of the Rules.

13A4.2 To further delegate the powers delegated to him/her, with the exception of those indicated by the Trustees, to any other employee of the Fund.

#### **14. CUSTODY OF SECURITIES**

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

14.2 The Trustees shall make such provision, as they deem desirable for the safe custody of the books, documents, papers and other effects of the Fund.

#### **15. MEETINGS OF MEMBERS**

##### **15.1 ANNUAL GENERAL MEETINGS**

15.1.1 An Annual General Meeting of Members of the Fund shall be held within six months after the financial year end for the transaction of the following business:

15.1.1.1 to confirm the Minutes of the previous Annual General Meeting and any Special General Meetings held since the previous Annual General Meeting.

15.1.1.2 To receive and adopt the Auditor's Financial Statement and Report to Members as at the 31st December of the previous year.

15.1.1.3 To receive and adopt the Annual Report by the Principal Officer/Chairperson of the Board of Trustees.

15.1.1.4 To elect the Board of Trustees.

15.1.1.5 To elect the Disputes Committee consisting of three members.

15.1.1.6 To appoint Auditors for the ensuing year.

15.1.1.7 To transact any other business of which due written notice has been received by the Principal Officer at least 7 days preceding the Annual General Meeting.

15.1.2 The Notice convening the Annual General Meeting and the agenda shall be sent to all Members at least 21 days before the day of the Meeting, either directly or through the medium of the Recognised Institutions employing them. The non-receipt of the Notice by a Member shall not invalidate the proceedings at an Annual General Meeting.

- 15.1.3 If the Fund has less than 1 000 Members, 100 Members present in person or by proxy shall form a quorum. If the Fund has more than 1 000 Members, 200 Members present in person or by proxy shall form a quorum. If a quorum is not present after the lapse of half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be postponed till the same day and time of the following week and if the number of Members required to form a quorum is not present in person or by proxy, the meeting shall be regarded as having been cancelled. It is a proviso that if the same day of the following week is a public holiday the meeting will be postponed till the first working day following the public holiday.
- 15.1.4 All Annual General Meetings shall be held in Windhoek or in any other centre as may be decided by the Trustees.

## **15.2 SPECIAL GENERAL MEETING**

- 15.2.1 Whenever they consider it desirable, the Trustees may convene a Special General Meeting of the Fund, of which not less than fourteen days notice shall be given by circular and which must set forth the purpose for which the Meeting is convened.
- 15.2.2 On receipt by the Principal Officer of a requisition signed by not less than 10% of Members, of whom not more than 30% shall belong to any specific Recognised Institution, the Board of Trustees shall convene a Special General Meeting within twenty-one days after the receipt of the requisition; provided such requisition specifies the purpose of the Meeting required. Should the Trustees fail to convene a Special General Meeting within twenty-one days after receipt of the said requisition, the requisitionists may themselves convene such a meeting in the manner aforesaid. Such meeting shall be held within one month from the date of the said requisition and any resolution carried at such a meeting shall be binding and final, unless rescinded at a meeting convened by the Trustees, within one month from the date of the first meeting.
- 15.2.3 The notice convening the Special General Meeting and the agenda shall be sent to all Members at least 14 days before the day of the meeting, either directly or through the medium of the Recognised Institutions employing them. The non-receipt of the notice by a Member shall not invalidate the proceedings at a Special General Meeting.
- 15.2.4 If the Fund has less than 1 000 Members, 100 Members present in person or by proxy shall form a quorum. If the Fund has more than 1 000 Members, 200 Members present in person or by proxy shall form a quorum. If a quorum is not present at a Special General Meeting called by the Board of Trustees after the lapse of half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be postponed till the same day and time of the following week and if the number of Members required to form a quorum is not present in person or by proxy, the meeting shall be regarded as having been cancelled. It is a proviso that if the same day of the following week is a public holiday the meeting will be postponed till the first working day following the public holiday: Provided further that if a quorum is not present at a Special General Meeting convened on the requisition of Members after the lapse of half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be regarded as cancelled.

15.2.5 All Special General Meetings shall be held in Windhoek or in any other centre decided on by the Trustees.

## **16. VOTING AT GENERAL MEETINGS**

Every Member present at a General Meeting shall be entitled to vote and:

- 16.1 each such Member shall have one vote;
- 16.2 the chairperson of a general meeting shall have a casting as well as a deliberative vote;
- 16.3 no Member may vote at any general meeting unless all subscriptions due by him/her have been paid to the Fund;
- 16.4 any objection to the qualification of a voter shall be referred to the Principal Officer, whose decision shall be final;
- 16.5 voting on any matter submitted to a general meeting for a decision shall be decided by a majority vote cast by a show of hands unless at least five Members present demand a vote by ballot, in which case the chairperson shall nominate two or more scrutineers from among the Members present;
- 16.6 a declaration by the chairperson of a general meeting of the result of a ballot shall be conclusive;
- 16.7 an instrument appointing a proxy shall be in writing and signed by the Member;
- 16.8 a proxy need to be a Member;
- 16.9 a notice convening a general meeting need not inform Members of their right to appoint a proxy;
- 16.10 the instrument appointing a proxy shall be delivered to the Principal Officer not less than twenty-four hours before the time set for the meeting or adjourned meeting, as the case may be, at which such proxy proposes to vote. No instrument appointing a proxy shall be valid after the expiration of three months as from the date of its execution;
- 16.11 the instrument appointing a proxy shall be in the form prescribed by the Fund from time to time;
- 16.12 all Members attending a General Meeting shall be required to supply proof of membership; and
- 16.13 a resolution adopted at a General Meeting shall be binding on all Members subject to the provisions of Rules 15.2.2, 18.1, 18.2, 18.3 and 22.3.

**17. SETTLEMENT OF DISPUTES**

- 17.1 Any dispute which may arise between a Member, a prospective Member, or a former Member or a person claiming by virtue of a Member, and the Fund or an officer of the Fund shall be referred by the Principal Officer to the Trustees for review, provided that such Member or the person claiming by virtue of representing such Member shall have the right to be heard before the Trustees either in person or through a representative. The majority decision of the Trustees shall be final and binding subject only to appeal to the Disputes Committee.
- 17.2 The Principal Officer shall refer any dispute that may arise between a Member, an applicant for membership, a former Member, or any person participating in claiming from the Member or former Member or applicant for membership and the Fund to the Disputes Committee. The decision of the Disputes Committee shall be final and binding.

**18. ALTERATION OF RULES**

- 18.1 Except when it occurs by reason of the use of the powers conferred in terms of Rules 13.11.11, 13.11.12 and 13.11.13, no alteration or rescission or addition to the Rules shall be made unless with the consent of the majority of the Trustees, whose decision must be ratified by not less than 2/3 of the Members present at any Annual General Meeting or Special General Meeting convened in terms of Rule 15, before such alteration, addition or rescission shall be effective.
- 18.2 Should a Special General Meeting be called in terms of Rule 15.2.2, any alteration, addition or rescission shall be considered duly carried if approved by a 2/3 majority of Members present at such Special General Meeting and shall be effective despite the majority of the Trustees not having consented thereto.
- 18.3 Notwithstanding anything hereinbefore or hereinafter contained, no such new Rule, amendment, alteration, addition or rescission, and no consolidation of the Fund's Rules within the Act, shall be valid if it purports to affect any right of a creditor of the Fund other than a Member thereof.
- 18.4 In the event of any extraordinary situation or any emergency situation, where the Rules of the Fund do not cover or do not provide any guidance to the Trustees, the Trustees shall have the power to deal therewith in their discretion, and if necessary to formulate a new Rule to meet such an emergency, but any new Rules so formulated must be submitted for confirmation, or otherwise, to the next Annual General Meeting or Special General Meeting whichever is held first. Should any material change become necessary in the opinion of the Trustees, they must convene a Special General Meeting within one month of their decision for confirmation or otherwise.
- 18.5 Notwithstanding any provisions to the contrary, the Trustees shall be competent to rectify any error of spelling, language, translation, punctuation or grammar or add explanatory notes in the English text of the Rules.

- 18.6 Every Member shall, as soon as possible after the registration of the amendment, be advised thereof direct or through the medium of the Recognised Institution employing him/her; provided that the non-receipt of such notice shall in no way relieve a Member of any obligation that may arise from such amendment.
- 18.7 No alteration, rescission or addition to the Rules shall be valid unless the Registrar has approved and registered it in terms of the Act.
- 18.8 Notwithstanding anything contained in these Rules the Trustees shall on the request and to the satisfaction on the Registrar, amend any rule that is inconsistent with the provisions of the Act.
- 18.9 Any alteration, addition or rescission to the Rules of the Fund will be communicated to members within 30 days of approval by the Registrar of such change.

## **19. FINANCE**

- 19.1 All monies received shall be applied in carrying out the objects of the Fund, and all sums thus received shall be invested at the discretion of the Trustees with due regard to the provisions of the Act.
- 19.2 All cheques shall be signed by such persons as may be empowered thereto from time to time by the Trustees.

## **20. AUDITORS**

- 20.1 The books and vouchers of the Fund shall be audited by the Auditors of the Fund.
- 20.2 Subject to the Registrar's approval, Auditors shall be appointed for the ensuing year at the Annual General Meeting to hold office from the conclusion of that meeting to the conclusion of the next annual general meeting and shall be paid such fees as shall be determined at that Meeting. No Member of the Fund may be appointed as Auditor to the Fund.
- 20.3 In the event of an appointed Auditor not being available to act, the Trustees shall have the power to fill the vacancy.
- 20.4 Every appointed Auditor shall be registered as such under the Public Accountants and Auditors Act, 1951 (Act 51 of 1951).
- 20.5 The 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 require from the officers of the Fund such information and explanations as he/she thinks necessary for the performance of his/her duties.
- 20.6 The Auditor shall make a report to members of the Fund on the accounts examined by him/her and on the financial statements laid before the Annual General Meeting.

20.7 The Auditor, however appointed, may vacate his/her office by giving 30 days written notice to the Trustees.

## **21. BALANCE SHEET AND ACCOUNTS**

21.1 The Trustees shall cause such accounts, balance sheets, reports, statistics and statements of liabilities and assets to be kept to ensure the smooth administration of the Fund.

21.2 Such accounts, balance sheets, reports and statements shall be prepared and audited by the Auditors, shall be signed by the Principal Officer and one Trustee and shall be submitted to the Annual General Meeting.

21.3 All other documents required in terms of the Act, to be lodged with the Registrar shall be signed by the Principal Officer, the chairperson of the Trustees, and a further Trustee.

21.4 The Fund shall supply any Member with a copy of the Rules or of the latest revenue account and balance sheet prepared in terms of the Act on demand.

21.5 Any Member shall be entitled to inspect, without charge, at the registered office of the Fund, the Rules and any of the documents referred to in the foregoing Rules 21.1, 21.2 and 21.3, and to make extracts there from.

21.6 The financial year of the Fund shall extend from the first day of January in any year to the 31st day of December of that year.

## **22. DISSOLUTION OF FUND**

22.1 The Fund shall be dissolved only by order of a competent court or by a decision of Members as provided for in Rule 22.3.

22.2 In the event of the dissolution of the Fund in pursuance of an order of court the winding up of the Fund shall be effected in accordance with the conditions contained in the order and as provided in the Act.

22.3 If the Trustees or the Members present at a duly constituted General Meeting are of the opinion that the Fund should be dissolved, the Principal Officer shall, upon direction by the Trustees, despatch to every Member by registered post a memorandum containing the reasons for such a step and the manner in which the assets of the Fund shall be distributed, together with a ballot paper. It is a proviso that before despatch, the memorandum and ballot paper shall be forwarded to the Registrar for comment. Every Member shall be requested to return his/her ballot paper duly completed within twenty-one days. If at least forty per cent of the Members return their ballot papers duly completed and if the majority thereof are in favour of the dissolution of the Fund, the Trustees shall take a formal decision that the Fund shall be dissolved with effect from a fixed date. From such fixed date no further contributions shall be payable to the Fund. If two successive attempts to obtain a return of at least forty per cent of the ballot papers fail, the Trustees shall refer the matter to the Registrar who may prescribe a lower percentage.

- 22.4 If a decision to dissolve the Fund has been taken in terms of Rule 22.3 the following documents shall be forwarded forthwith to the Registrar:
- 22.4.1 A copy of the decision of the Trustees and a document detailing the distribution of funds.
  - 22.4.2 A certificate by the chairperson of the Trustees that the prescribed percentage of Members has voted in favour of the dissolution of the Fund.
  - 22.4.3 The name of the person recommended by the Trustees for appointment as liquidator.
- 22.5 Subject to the Registrar's approval, the Trustees shall be competent to appoint a liquidator, to fix his/her remuneration and subject to the provisions of the Act, to give him/her appropriate and relevant directions.

### **23. WINDING UP AND JUDICIAL MANAGEMENT**

Subject to the provisions of the Act, the Fund may be wound up or placed under judicial management in the circumstances set out in and in accordance with the provisions of the Act.

### **24. AMALGAMATION AND TRANSFER OF BUSINESS**

Subject to the provisions of section 34 of the Act, the Fund may amalgamate with, transfer any of its assets and liabilities to, or take transfer of any assets and liabilities of any other Medical Aid Fund.

### **25. SIGNATURE OF CONTRACTS AND DOCUMENTS**

Save as otherwise provided in the Rules, all cheques, bills of exchange, promissory notes and other negotiable instruments, and all contracts, powers and other instruments and documents whatsoever required to be signed and counter-signed by or on behalf of the Fund shall be signed by such persons as may be empowered thereto by the Trustees, provided that documents to be deposited with the Registrar shall be signed as prescribed by the Act.

### **26. LIABILITY OF MEMBERS**

The liability of a Member shall be recovered from the Employer and shall be limited to the amount of his/her unpaid subscriptions together with any sum disbursed by the Fund on his/her behalf or on behalf of his/her Dependants that he/she has not repaid to the Fund. In the event of any Member ceasing to be a Member, any amount still owing by such Member in respect of himself/herself or his/her Dependants shall be a debt due to the Fund and recoverable by the Fund from the Employer. The provisions of Rule 12 shall apply mutatis mutandis to any such amount still owing to the Fund by such Member.

**27. NAMFISA**

NAMFISA is established by the Namibia Financial Institutions Supervisory Authority Act, 2001 (Act No. 3 of 2001) and any Member or his/her Dependant may approach NAMFISA at any time with any complaint regarding his/her membership of the Fund. NAMFISA is currently located on the 8<sup>th</sup> floor, Sanlam Centre, Independence Avenue with telephone no. 061-290 5000 and fax no. 061-290 5194.

**28. NAMAFA**

NAMAFA is a juristic body, established in terms of the Medical Aid Funds Act, 1995 (Act No. 23 of 1995) to promote, control, encourage and co-ordinate the establishment and functioning of Medical Aid Funds in Namibia.

**ANNEXURE A: SUBSCRIPTIONS**

Subject to the provisions of Rule 3.4, the total monthly subscriptions of every registered Member, including the Recognised Institution’s portion thereof, shall be as follows with effect from 1 January 2010:

**1. STATUS OF MEMBER AND INCOME**

**OPTION 1: Bankmed Essence**

<b>TABLE A MEMBERS &amp; DEPENDANTS</b>					
<b>Income Band</b>	<b>M</b>	<b>M+1</b>	<b>M+2</b>	<b>M+3</b>	<b>M+4</b>
	<b>N\$</b>	<b>N\$</b>	<b>N\$</b>	<b>N\$</b>	<b>N\$</b>
<b>A</b>	821	1,480	1,686	1,768	1,810
<b>B</b>	871	1,570	1,785	1,875	1,918
<b>C</b>	924	1,663	1,889	1,983	2,029
<b>D</b>	1,122	2,019	2,292	2,406	2,465
<b>E</b>	1,210	2,181	2,476	2,599	2,662
<b>F</b>	1,284	2,315	2,632	2,763	2,827
<b>G</b>	1,348	2,429	2,764	2,899	2,970
<b>H</b>	1,411	2,542	2,898	3,041	3,109
<b>I</b>	1,475	2,658	3,030	3,175	3,245
<b>J</b>	1,527	2,750	3,135	3,285	3,358
<b>K</b>	1,533	2,763	3,150	3,301	3,374
<b>L</b>	1,539	2,774	3,165	3,315	3,389

<b>TABLE B SPECIAL DEPENDANTS</b>	
<b>Income Band</b>	<b>M</b>
	<b>N\$</b>
<b>A</b>	821
<b>B</b>	871
<b>C</b>	924
<b>D</b>	1,122
<b>E</b>	1,210
<b>F</b>	1,284
<b>G</b>	1,348
<b>H</b>	1,411
<b>I</b>	1,475
<b>J</b>	1,527
<b>K</b>	1,533
<b>L</b>	1,539

- A: Members earning from N\$0 - N\$1,700 per month
- B: Members earning from N\$1,701 - N\$2,200 per month
- C: Members earning from N\$2,201 - N\$2,850 per month
- D: Members earning from N\$2,851 - N\$3,350 per month
- E: Members earning from N\$3,351 - N\$4,500 per month
- F: Members earning from N\$4,501 - N\$5,650 per month
- G: Members earning from N\$5,651 - N\$8,400 per month
- H: Members earning from N\$8,401 - N\$11,250 per month
- I: Members earning from N\$11,251 - N\$14,050 per month
- J: Members earning from N\$14,051 - N\$16,900 per month
- K: Members earning from N\$16,901 - N\$22,450 per month
- L: Members earning from N\$22,451 and over per month

The Member's portion and the Recognised Institution’s portion of the subscriptions as shown above is payable monthly in advance.

**OPTION 2: Bankmed Care**

TABLE C MEMBERS & DEPENDANTS					
Income Band	M	M+1	M+2	M+3	M+4
	N\$	N\$	N\$	N\$	N\$
A	502	904	1,030	1,080	1,105
B	552	994	1,131	1,187	1,215
C	606	1,091	1,240	1,301	1,331
D	761	1,370	1,556	1,633	1,673
E	838	1,510	1,714	1,799	1,843
F	906	1,634	1,858	1,950	1,995

TABLE D SPECIAL DEPENDANTS	
Income Band	M
	N\$
A	502
B	552
C	606
D	761
E	838
F	906

- A: Members earning from N\$0 - N\$1,700 per month
- B: Members earning from N\$1,701 - N\$2,200 per month
- C: Members earning from N\$2,201 - N\$2,850 per month
- D: Members earning from N\$2,851 - N\$3,350 per month
- E: Members earning from N\$3,351 - N\$4,500 per month
- F: Members earning from N\$4,501 - N\$5,650 per month

The Member's portion and the Recognised Institution's portion of the subscriptions as shown above is payable monthly in advance.

**2. METHOD OF PAYMENT OF SUBSCRIPTIONS**

Each applicant for membership must complete the Fund's prescribed form authorising the Fund to debit his/her banking account with the amount of the first month's subscription for himself/herself and his/her Dependants, if any. The applicant undertakes to continue thereafter to pay each month such subscription as is due until the end of the month in which the Recognised Institution notifies the Fund on the approved form of the termination of such Member's membership in terms of Rule 3.8.

**3. SIGNING OF APPROVED FORMS FOR DEBITING OF SUBSCRIPTIONS**

The Trustees shall have the power to require each Member on admission to the Fund to sign forms approved by them thereby giving authority for his/her banking account to be debited with his/her monthly subscription in advance, and undertaking to make due provision therefor.

**4. NON-REFUND OF SUBSCRIPTIONS**

A Member, who as the result of changed circumstances has paid excess subscriptions, shall not be entitled to a refund of any excess payments unless he/she has complied with the provisions concerning the timeous notification of the change in circumstances as defined in Rules 4.7, 4.8 and 4.9.

**5. PENSIONER CONTRIBUTIONS**

Upon retirement, the member's premium will be calculated in accordance with Table A or C, based on 60% of the member's last basic salary paid by the member's employer.

## **ANNEXURE B: SCHEDULE OF BENEFITS**

### **1. GENERAL**

- 1.1 Subject to the provisions contained in the Rules, Members paying at the rates specified in Annexure A shall be entitled to the Benefits as set out below, both for themselves and for their registered Dependants, provided that these Benefits do not exceed the Scale of benefits.
- 1.2 Pre-authorisation shall be required before hospitalisation, surgical procedures and other specified items may qualify for Benefits. In the case of an emergency the Fund must be notified thereof within 24 hours or on the first working day after such an emergency admission or treatment having been initiated, failing which paragraph 1.3.3 hereof will apply.
- 1.3 In respect of Benefits set out in this Annexure, the following principles will apply in all cases where pre-authorisation is required:
  - 1.3.1 if pre-authorisation is obtained and the treatment does not exceed the authorisation, the treatment will qualify for the Benefits as stated.
  - 1.3.2 If pre-authorisation is obtained and the authorisation is exceeded, Benefits will only accrue for the authorised treatment. The cost pertaining to the treatment in excess of that pre-authorisation will be payable by the Member. In exceptional cases the Trustees may agree to a retrospective authorisation, subject to such terms and conditions as the Trustees may determine.
  - 1.3.3. If treatment is undergone without pre-authorisation having been obtained, application may be made retrospectively for an authorisation. In the event of such authorisation being granted the Benefit will (except in cases of emergency) be subject to a co-payment of 10%. If authorisation is declined, no Benefits will accrue.
- 1.4 No Member shall be entitled to assign, transfer, pledge, hypothecate or cede his/her Benefits or his/her rights to Benefits in or from the Fund.
- 1.5 Maximum annual Benefits shall be calculated, based on the services rendered during that year, from 1 January to 31 December each year.
- 1.6 Benefits are not transferable from one financial year to another or from one category of membership to another.
- 1.7 All Benefits will be calculated according to the Scale of Benefits. In the event of the Scale of Benefits not being applicable, the actual cost of services will be used as the basis for the calculation.
- 1.8 Prolonged treatment may be subject to review and limits as imposed by the Trustees.
- 1.9 Claims must be submitted in accordance with the instructions contained in Rule 9.

- 1.10 The Fund shall establish or cause to be established a programme to manage the treatment of immune deficiency related to HIV/AIDS. Benefit entitlement shall be 100% of the scale of benefits in respect of all the services, materials and medicines detailed in this Annexure subject to pre-authorisation and adherence to the said programme.
- 1.11 A fully specified account may be submitted by a supplier of services, in accordance with the instructions contained in Rule 9, to the Fund for direct payment of the Benefit amount only. The Member will be required to settle the balance of the account himself/herself, direct with the supplier of the service.
- 1.12 Where the Member elects to pay the full amount to the supplier of the service, the Fund will refund the scale of benefit to the Member upon receipt of a fully specified account supported by an official receipt.

## **2. BANKMED ESSENCE BENEFITS**

### **2.1 OVERALL ANNUAL BENEFIT**

M: N\$500 000  
M+1+: N\$750 000

### **2.2 PRO RATA BENEFITS**

If a Member joins the Fund after the first day of a financial year, the maximum Benefits for all Services set out in paragraph 2.4, except for the Benefits in paragraph 2.4.7, are decreased for such financial year in the same ratio as the number of months already expired bears to twelve.

### **2.3 CATEGORY A: HOSPITAL BENEFIT**

Subject to overall annual benefit set out in paragraph 2.1

Benefits will be paid at 100% of the Scale of Benefits if pre-notified to the Fund. If not pre-notified to the Fund, Benefits will be paid at 90% of the Scale of Benefits. Additional Hospital Benefit Cover for General Practitioners and Specialists for in-hospital services are paid up to a maximum of 160% of NAMA Tariff.

#### **2.3.1 HOSPITALISATION**

Subject to pre-authorisation by the Fund. Benefits are subject to management by or on behalf of the Fund.

##### **2.3.1.1 ACCOMMODATION AND THEATRE**

Subject to overall annual benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits for:

- Accommodation in a general ward,
- Accommodation in a private ward as a result of a contagious disease,

- The additional fee for medical patients,
- The additional fee for thorax, neurosurgical and neurological patients,
- The use of a recovery room, theatre fees, including the use of a theatre after hours and for the use of registered detached theatres.

**2.3.1.2 ACCOMMODATION OTHER THAN A RECOGNISED HOSPITAL /MEDICAL INSTITUTION**

Subject to overall annual benefit set out in paragraph 2.1. Limited to N\$250 per day per family for accommodation other than a recognised hospital/medical institution and subject to Managed Health Care guidelines. Subject to pre-authorisation by the Fund.

**2.3.1.3 BLOOD TRANSFUSIONS**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits for the cost of the blood, the apparatus and the operator's fee.

**2.3.1.4 CONFINEMENTS**

Subject to overall annual Benefit set out in paragraph 2.1 and further limited to one confinement per year in the case of a Dependant other than a Spouse. Benefits as set out in paragraphs 2.3.1.1, 2.3.1.2, 2.3.1.3, 2.3.1.5, 2.3.1.6, 2.3.1.8 and 2.3.2 hereof provided that:

- Benefits are payable if a Child is stillborn,
- Benefits are payable only if a male Member's wife was registered as a Dependant before the date of the confinement,

**2.3.1.5 INTENSIVE AND HIGH CARE**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits for accommodation in an intensive care or a high care unit if prescribed by a medical practitioner.

**2.3.1.6 MEDICINE, FIXED TARIFF PROCEDURES AND HOSPITAL APPARATUS (EXCLUDING TO TAKE OUT (TTO) MEDICINE)**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits for the cost of disinfectants, medicine (including 7 days supply of hospital To Take Out (TTO) medicine), injection materials, anaesthetics, bandages, intravenous feeding and other materials prescribed and used during the patient's hospitalisation, including the cost of procedures and the use of hospital apparatus.

**2.3.1.7 MRI AND CAT SCANS (IN AND OUT OF HOSPITAL, INCLUDING MATERIALS)**

Subject to overall annual Benefit set out in paragraph 2.1 and to pre-authorisation by the Fund. Benefits are subject to management by or on behalf of the Fund. Limited to 100% of the Scale of Benefits. Referral from a Specialist only. Referral from a General Practitioner acceptable in places where there is no Specialist. Additional Hospital Benefit Cover excluded.

**2.3.1.8 RADIOLOGY AND PATHOLOGY (IN HOSPITAL)**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits for x-rays and pathology. Benefits will be paid only if a doctor referred the Member or Dependant for such procedure. Additional Hospital Benefit Cover excluded.

**2.3.1.9 RADIOTHERAPY AND CHEMOTHERAPY (INCLUDING MEDICINES AND MATERIALS)**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits.

**2.3.1.10 PHYSIOTHERAPY (IN HOSPITAL)**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits. Additional Hospital Benefit Cover excluded.

**2.3.2 GENERAL PRACTITIONERS AND SPECIALISTS (IN HOSPITAL SERVICES, PROCEDURES AND OPERATIONS)**

Subject to overall annual Benefit set out in paragraph 2.1. Benefits will be paid at 100% of the Scale of Benefits limited to a maximum of 160% of NAMA Tariff for surgical procedures, diagnostic examinations, operations, visits, consultations and non-surgical procedures.

**2.3.3 INTERNAL APPLIANCES AND MATERIALS**

**MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

N\$30 000 per family.

Subject to overall annual Benefit set out in paragraph 2.1. Subject to pre-authorisation by the Fund.

**2.3.3.1 ARTIFICIAL EYES**

Subject to annual sub-Benefit limit in paragraph 2.3.3 and further limited to N\$6 000 per family per annum. Benefits will be paid at 100% of cost.

**2.3.3.2 ARTIFICIAL LIMBS**

Subject to annual sub-Benefit limit in paragraph 2.3.3 and further limited to N\$6 000 per family per annum. Benefits will be paid at 100% of cost.

**2.3.3.3 OTHER INTERNAL APPLIANCES AND MATERIALS**

Subject to annual sub-Benefit limit in paragraph 2.3.3. Benefits will be paid at 100% of cost.

**2.3.4 DIALYSIS**

Subject to overall annual benefit set out in paragraph 2.1. Benefits will be paid at 100% of the Scale of Benefits. Subject to pre-authorisation.

**2.3.5 ORGAN TRANSPLANTS**

Subject to overall annual benefit set out in paragraph 2.1. Benefits will be paid at 100% of the Scale of Benefits and further limited to N\$100 000 per family per annum, all-inclusive benefits. BENEFITS include all costs relating to the supply and transportation of the organ, surgically related services, procedures, medical practitioner's fees, anaesthetic services, materials, immunosuppressants drugs, hospitalisation and services rendered to the donor. Subject to pre-authorisation.

**2.3.6 DENTAL SURGERY**

Subject to overall annual Benefit set out in paragraph 2.1. Subject to pre-authorisation by the Fund. Additional Hospital Benefit Cover is excluded except for dental extraction on children less than 10 years of age, carcinoma and trauma cases. Dental implant, orthognatic surgery and wisdom tooth extraction are definite exclusions under the Additional Hospital Benefit Cover. Pre-authorisation is required.

**2.3.6.1 DENTAL IMPLANT – HOSPITALISATION AND COMPONENT**

Subject to overall annual benefit set out in paragraph 2.1. Limited to N\$7 000 per family per annum for dental implant hospitalisation and dental implant components. Benefits will be paid at 100% of the Scale of Benefits. Subject to prior approval.

**2.3.6.2 MAXILLO FACIAL AND ORAL SURGERY**

Subject to overall annual benefit set out in paragraph 2.1. Benefits will be paid at 100% of the Scale of Benefits. Subject to prior approval.

The benefits are applicable to life threatening, dangerous and complicated maxillo facial and oral surgery and subject to Managed Health Care guidelines. Benefits include surgically related services, procedures, materials, dental practitioner's fees, anaesthetic services, materials, medicine and hospitalisation.

**2.3.7 HOSPICE FACILITIES**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation by the Fund.

**2.3.8. PRIVATE NURSING**

Subject to overall annual Benefit set out in paragraph 2.1 and further limited to N\$25 000 per family per annum. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation by the Fund.

**2.3.9 FRAIL CARE**

Subject to overall annual Benefit set out in paragraph 2.1 and further limited to N\$25 000 per family per annum. Limited to 50% of the Scale of Benefits for accommodating permanent, chronically ill or geriatric patients in a registered nursing home or hospital. Subject to pre-authorisation by the Fund.

**2.3.10 MID-WIFERY SERVICES**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits and further limited to N\$500 for disposables.

**2.3.11 PSYCHIATRIC TREATMENT IN HOSPITAL**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits and further limited to **N\$10 000** per family per annum for hospitalisation. Referral from Psychiatrist only. In places where there is no Psychiatrist, a referral from a GP is acceptable. Subject to pre-authorisation by the Fund.

**2.3.12 REFRACTIVE SURGERY**

Subject to overall annual benefit set out in paragraph 2.1 and further limited to **N\$7 000** per eye per beneficiary once off, all-inclusive benefits. Benefits will be paid at 100% of the Scale of Benefits. No benefits are available during the first two years following admission as a Member or Dependant, as the case may be. Subject to pre-authorisation by the Fund.

**2.3.13 PHAKIC IMPLANTS (LENS IMPLANT)**

Subject to overall annual benefit set out in paragraph 2.1 and further limited to N\$30 000 per beneficiary once off, all-inclusive benefits. Benefits will be paid at 100% of the Scale of Benefits. No benefits are available during the first two years following admission as a Member or Dependant, as the case may be. Subject to pre-authorisation by the Fund.

**2.3.14 BREAST REDUCTION**

Subject to overall annual benefit set out in paragraph 2.1 and further limited to **N\$10 000** per family per annum, all-inclusive benefits. Limited to 100% of the scale of benefits. No benefits are available during the first two years following admission as a Member or Dependant, as the case may be. Subject to pre-authorisation by the Fund.

**2.3.15 AMBULANCE AND EVACUATION SERVICES**

**2.3.15.1 EMERGENCY AMBULANCE AND EMERGENCY FLIGHTS**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits.

**2.3.15.2 AMBULANCE AND INTER-HOSPITAL TRANSFER**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation by the Fund.

**2.3.15.3 OTHER CONVEYANCES**

Subject to overall annual Benefit set out in paragraph 2.1. Limited to 80% of the cost. Subject to pre-authorisation by the Fund.

The benefit is available only for the defraying the cost of the transport of the Member or Dependant to South Africa for a medical service that is available only in South Africa.

**2.3.16 INTERNATIONAL MEDICAL TRAVEL INSURANCE**

Limited to **N\$5 000 000** per incident.

Medical cover when travelling to foreign countries. Limited to emergency cases only and not for elective surgery or procedure. A levy of **N\$1 500** is applicable. Only the full account above **N\$1 500** will be covered and further limited to 90 days cover.

**2.4. CATEGORY B: DAY-TO-DAY BENEFITS**

**2.4.1 GENERAL PRACTITIONERS AND SPECIALISTS**

**MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

M:	<b>N\$ 6 000</b>
M+1:	<b>N\$ 8 500</b>
M+2:	<b>N\$10 000</b>
M+3:	<b>N\$10 500</b>
M+4+:	<b>N\$10 500</b>

Subject to overall annual benefit set out in paragraph 2.1.

**2.4.1.1 CONSULTATIONS AND VISITS (OUT OF HOSPITAL)**

Subject to annual sub-Benefit limit in paragraph 2.4.1. Limited to 100% of the Scale of Benefits for consultations visits out of hospital.

**2.4.1.2 PROCEDURES AND SERVICES (OUT OF HOSPITAL)**

Subject to annual sub-Benefit limit in paragraph 2.4.1. Limited to 100% of the Scale of Benefits for surgical procedures, diagnostic examinations and operations performed outside of hospital.

**2.4.1.3 MATERIALS AND DISPOSABLE ITEMS**

Subject to annual sub-Benefit limit in paragraph 2.4.1. Limited to 100% of the cost for materials and disposable items.

**2.4.1.4 RADIOLOGY AND PATHOLOGY**

Subject to annual sub-Benefit limit in paragraph 2.4.1. Limited to 100% of the Scale of Benefits for radiology and pathology out of hospital.

**2.4.2 DENTISTRY**

**MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

M:	N\$5 000
M+1:	N\$6 500
M+2:	N\$7 500
M+3:	N\$7 500
M+4+:	N\$7 500

Subject to overall annual benefit set out in paragraph 2.1 and further limited to N\$5 000 per beneficiary per annum.

**2.4.2.1 BASIC DENTISTRY**

Subject to annual sub-Benefit limit in paragraph 2.4.2. Limited to 100% of the Scale of Benefits for consultations, examinations, fillings, extractions, dentures, x-rays, scaling and polishing, preventative dentistry, endodontics, preventative treatment, dentures and all basic dentistry procedures.

**2.4.2.2 SPECIALISED/ADVANCED DENTISTRY**

Subject to annual sub-Benefit limit in paragraph 2.4.2. Limited to 100% of the Scale of Benefits for periodontics, prosthodontics, inlays, crowns, bridgework, study models, clasps, laboratory fees, root canal treatment, orthognatic surgery and all intermediate and advanced dentistry procedures.

### 2.4.2.3 DENTAL IMPLANTS

#### 2.4.2.3.1 Consultations and Procedures

Subject to annual sub-benefit limit in paragraph 2.4.2. Limited to 100% of the Scale of Benefits.

#### 2.4.2.3.2 Implant Component and Hospitalisation

Subject to annual sub-benefit limit in paragraph 2.3.5.1. Limited to 100% of the Scale of Benefits.

### 2.4.2.4 ORTHODONTICS

Subject to overall annual benefit set out in paragraph 2.1. Limited to 100% of the Scale of Benefits and further limited to **N\$12 000** per beneficiary once off.

## 2.4.3 MEDICINE

### MAXIMUM ANNUAL SUB-BENEFIT LIMIT:

M:	<b>N\$16 500</b>
M+1:	<b>N\$25 500</b>
M+2:	<b>N\$27 000</b>
M+3:	<b>N\$28 000</b>
M+4+:	<b>N\$28 000</b>

Subject to overall annual benefit set out in paragraph 2.1.

Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Benefits will be paid at the Maximum Namibia Medicine Price.

#### 2.4.3.1 ACUTE MEDICINE

Subject to sub-Benefit limit in paragraph 2.4.3 and a further annual sub-Benefit limits:

M:	<b>N\$4 500</b>
M+1:	<b>N\$6 750</b>
M+2:	<b>N\$7 750</b>
M+3:	<b>N\$8 250</b>
M+4+:	<b>N\$8 250</b>

Limited to 80% of the Scale of Benefits for medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person, including excess of 7 days supply of hospital TTO medicine and further limited to **N\$4 500** per beneficiary per annum.

#### 2.4.3.2 CHRONIC MEDICINE

Subject to sub-Benefit limit in paragraph 2.4.3 and a further annual sub-Benefit limits:

M: N\$11 000  
M+1: N\$17 750  
M+2: N\$18 250  
M+3: N\$18 750  
M+4+: N\$18 750

Limited to 80% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person and further limited to N\$11 000 per beneficiary per annum.

Benefits are subject to approval by the Fund.

#### 2.4.3.3 CHRONIC MEDICINE (PENSIONERS)

Subject to sub-Benefit limit in paragraph 2.4.3 and a further annual sub-Benefit limits:

M: N\$11 000  
M+1: N\$17 750  
M+2: N\$18 250  
M+3: N\$18 750  
M+4+: N\$18 750

Limited to 100% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person and further limited to N\$11 000 per beneficiary per annum.

Benefits are subject to approval by the Fund.

#### 2.4.3.3 SELF MEDICATION (REFUNDABLE ONLY)

Subject to annual sub-Benefit limit in paragraph 2.4.3. Limited to N\$1 000 per family and further limited to N\$100 per prescription.

Benefits will be paid at 100% of the Scale of Benefits. Benefits will be paid only in respect of medicines scheduled as schedule 2 and lower.

The Member must first personally settle any self-medication account and submit a detailed certified account from a pharmacy or clinic to the Fund in order to qualify for a refund.

#### 2.4.4 PRIMARY HEALTH CARE SERVICES

##### 2.4.4.1 CONSULTATIONS

Subject to annual sub-Benefit limit in paragraph 2.4.1. Limited to 100% of the Scale of Benefits for visits, consultations, treatment and non-surgical procedures.

##### 2.4.4.2 MEDICINES & INJECTIONS

Benefits in respect of prescribed medicines and injections will be granted only for one month's supply thereof at a time. Benefits will be paid at the Maximum Namibia Medicine Price.

Subject to annual sub-Benefit limit in paragraph 2.4.3.1. Limited to 100% of the Scale of Benefits for medicines and injections prescribed by any legally authorised person.

##### 2.4.4.3 PHARMACIES –PHARMACIST INITIATED THERAPY (PIT)

Subject to annual sub-benefit limit in paragraph 2.4.3.1. Benefits will be paid at 100% of the Scale of Benefits and subject to Pharmacist Initiated Therapy guidelines.

Pharmacist Initiated Therapy visits further limited to:

M: 4 visits per family per annum  
M+1: 6 visits per family per annum  
M+2: 8 visits per family per annum  
M+3: 10 visits per family per annum  
M+4+: 12 visits per family per annum

#### 2.4.5 AUXILIARY SERVICES (SUPPLEMENTARY SERVICES)

##### MAXIMUM ANNUAL SUB-BENEFIT LIMIT:

M: N\$ 7 000  
M+1: N\$ 9 500  
M+2: N\$10 000  
M+3: N\$11 000  
M+4+: N\$11 000

Subject to overall annual benefit set out in paragraph 2.1.

**2.4.5.1 APPLIANCES (EXTERNAL)**

**(a) ANY APPLIANCE**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the cost of any external medical and surgical appliance, other than hearing aid apparatus or wheelchairs. Further limited to N\$2 500 per family per annum.

**(b) HEARING AID APPARATUS**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Benefits will be paid at 100% of cost. Benefits are inclusive of repair and maintenance of hearing aid apparatus. Limited to N\$7 000 per family per annum.

**2.4.5.2 AUDIOLOGY/SPEECH THERAPY**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the Scale of Benefits.

**2.4.5.3 HEARING AID ACOUSTICIAN**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the Scale of Benefits.

**2.4.5.4 CHIROPRACTOR**

**2.4.5.4.1 Consultations and Procedures**

Subject to annual sub-benefit limit in paragraph 2.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

**2.4.5.4.1 Medicine and Injections**

Subject to annual sub-benefit limit in paragraph 2.4.3.1. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a chiropractor.

**2.4.5.5 PODIATRIST**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the Scale of Benefits.

**2.4.5.6 CLINICAL PSYCHOLOGIST**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the Scale of Benefits. Further limited to **N\$3 500** per family per annum.

**2.4.5.7 DIETICIAN**

Subject to annual sub-Benefit limit in paragraph 2.4.5. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation of the Fund. Referral from a GP required.

**2.4.5.8 HOMEOPATH**

**2.4.5.8.1 Consultations and Procedures**

Subject to annual sub-benefit limit in paragraph 2.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

**2.4.5.8.2 Medicine and Injections**

Subject to annual sub-benefit limit in paragraph 2.4.3.1. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a homeopath.

**2.4.5.9 OCCUPATIONAL THERAPY**

Subject to annual sub-Benefit limit in paragraph in 2.4.5. Limited to 100% of the Scale of Benefits.

**2.4.5.10 BIODYNAMICS**

Subject to annual sub-Benefit limit in paragraph in 2.4.5. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation from the Fund. Referral from a GP required. Further limited to **N\$3 500** per family per annum.

**2.4.5.11 PHYSIOTHERAPY**

Subject to annual sub-Benefit limit in paragraph in 2.4.5. Limited to 100% of the Scale of Benefits. Further limited to **N\$3 500** per family per annum.

**2.4.5.12 SOCIAL WORKERS**

Subject to annual sub-Benefit limit in paragraph in 2.4.5. Limited to 100% of the Scale of Benefits.

#### 2.4.5.13 **ORTHOTIST/PROSTHETIST**

Subject to annual sub-Benefit limit in paragraph in 2.4.5. Limited to 100% of the Scale of Benefits.

#### 2.4.5.14 **PHYTOTHERAPIST**

##### 2.4.5.14.1 Consultations and Procedures

Subject to annual sub-benefit limit in paragraph 2.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

##### 2.4.5.14.2 Medicine and Injections

Subject to annual sub-benefit limit in paragraph 2.4.3.1. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a phytotherapist.

#### 2.4.6 **WHEELCHAIR**

N\$10 000 per beneficiary every four years. Benefits are payable at 100% of cost. The benefit is inclusive of wheelchair repair and maintenance.

#### 2.4.7 **OPTICAL SERVICES**

M:	N\$2 350
M+1:	N\$4 600
M+2:	N\$5 600
M+3:	N\$6 100
M+4+:	N\$6 100

Subject to overall annual benefit set out in paragraph 2.1 and further limited to N\$2 350 per beneficiary every two years, including frames.

##### 2.4.7.1 **OPTICAL TESTS**

Subject to annual sub-Benefit limit in paragraph 2.4.7. Limited to 100% of the Scale of Benefits for optical tests and further limited to one optical test per beneficiary per annum.

##### 2.4.7.2 **SPECTACLE LENSES AND CONTACT LENSES**

Subject to annual sub-Benefit limit in paragraph 2.4.7. Limited to 100% of the Scale of Benefits for spectacle lenses and contact lenses.

### 2.4.7.3 **FRAMES**

Subject to annual sub-Benefit limit in paragraph 2.4.7. Limited to 100% of the cost and further limited to N\$800.00 per frame per beneficiary.

## 2.4.8 **SPECIFIED ILLNESS CONDITIONS**

### **MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

Subject to overall annual benefit set out in paragraph 2.1 and further limited to N\$25 000 per beneficiary per annum. Subject to pre-authorisation by the Fund.

### 2.4.8.1 **HIV/AIDS**

#### 2.4.8.1.1 **Medicine**

Subject to annual sub-benefit limit in paragraph 2.4.8. Limited to 100% of the Scale of Benefits.

#### 2.4.8.1.2 **First full HIV Consultation/Assessment**

Subject to annual sub-benefit limit in paragraph 2.4.8. Limited to N\$250 per consultation per HIV/Aids beneficiary. Once off benefit.

#### 2.4.8.1.3 **Consultations (after the first full HIV consultation)**

Subject to annual sub-benefit limit in paragraph 2.4.8 Limited to six consultations per HIV/Aids beneficiary per annum and further limited to N\$215 per consultation. (GP's only)

#### 2.4.8.1.4 **HIV Counselling**

Subject to annual sub-benefit limit in paragraph 2.4.8 and further limited to N\$1 000 per HIV/Aids beneficiary per annum. Limited to 100% of the Scale of Benefits.

#### 2.4.8.1.5 **VCT (Rapid HIV test, pre and post counselling)**

Subject to annual sub-benefit limit in paragraph 2.4.8 and further limited to 2 VCT's per beneficiary per annum at recognised VCT Centres. Limited to N\$45 per VCT.

#### 2.4.8.1.6 **Pathology Tests**

Subject to annual sub-benefit limit in paragraph 2.4.8. Limited to 100% of the Scale of Benefits.

#### 2.4.8.1.7 **HIV Resistance Test**

Subject to annual sub-benefit limit in paragraph 2.4.8. Limited to 100% of the Scale of Benefits. Subject to prior approval.

### 2.4.8.2 **PROPHYLACTIC HIV TREATMENT (MOTHER TO CHILD TRANSMISSION)**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 2.4.8 and limited to 100% of the Scale of Benefits.

#### 2.4.8.3 **RAPE COVER**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 2.4.8 and limited to 100% of the Scale of Benefits.

#### 2.4.8.4 **NEEDLE STICK INJURIES**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 2.4.8 and limited to 100% of the Scale of Benefits.

#### 2.4.8.5 **SEXUALLY TRANSMITTED DISEASES**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 2.4.8 and limited to 100% of the Scale of Benefits.

#### 2.4.8.6 **DRUG AND ALCOHOL ADDICTION**

Subject to overall annual benefit set out in paragraph 2.1.

Subject to pre-authorisation by the Fund and, in the case of a Member who is suffering from such addiction, subject to reporting thereof to the Recognised Institution employing such Member in order such Member to be able to obtain assistance from the Recognised Institution. Benefits will be paid at 100% of the Scale of Benefits and limited to N\$3 000 per family per annum.

### 2.4.9 **BENEFIT BOOSTER**

Subject to annual overall benefit set out in paragraph 2.1.

Limited to N\$3 250 per family per annum and further limited to N\$2 000 per beneficiary per annum.

The Benefit Booster in respect of medicine and injections, dentistry, general practitioners and specialists out-of-hospital and primary health care benefits is applicable only once the annual sub-benefit limit in paragraphs 2.4.1, 2.4.2, 2.4.3, and 2.4.5 are depleted.

#### 2.4.9.1 **MEDICINE AND INJECTIONS**

##### 2.4.9.1.1 **MEDICINE AND INJECTIONS ACUTE & CHRONIC (NON-PENSIONERS)**

Subject to annual sub-benefit limit in paragraph 2.4.9.

BENEFITS in respect of prescribed medicine will be granted only for one month's supply thereof at a time. Benefits will be paid at Namibia Maximum Price on generics.

Limited to 70% of the Scale of Benefits for medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

**2.4.9.1.2 MEDICINE AND INJECTIONS CHRONIC (PENSIONER)**

Subject to annual sub-benefit limit in paragraph 2.4.9.

Limited to 90% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

**2.4.9.2 DENTISTRY (EXCLUDING ORTHODONTICS)**

Subject to annual sub-benefit limit in paragraph 2.4.9. Limited to 70% of the Scale of Benefits for Benefits as set out in paragraphs 2.4.2.1, 2.4.2.2, and 2.4.2.3.

**2.4.9.3 GENERAL PRACTITIONERS AND SPECIALISTS**

Subject to annual sub-benefit limit in paragraph 2.4.9. Limited to 80% of the Scale of Benefits for Benefits as set out in paragraphs 2.4.1.

**2.4.9.4 PRIMARY HEALTH CARE**

Subject to annual sub-benefit limit in paragraph 2.4.9. Limited to 80% of the Scale of Benefits for Benefits as set out in paragraph 2.4.4. A levy of 20% is applicable for medicine.

### **3. BANKMED CARE BENEFITS**

#### **3.1 OVERALL ANNUAL BENEFIT**

N\$180 000 per family per annum

#### **3.2 PRO RATA BENEFITS**

If a Member joins the Fund after the first day of a financial year, the maximum Benefits for all Services set out in paragraph 3.4, except for the Benefits in paragraph 3.4.7, are decreased for such financial year in the same ratio as the number of months already expired bears to twelve.

#### **3.3 CATEGORY A: HOSPITALISATION BENEFIT**

Benefits will be paid at 100% of the Scale of Benefits if pre-notified to the Fund. If not pre-notified to the Fund, Benefits will be paid at 90% of the Scale of Benefits. Additional Hospital Benefit Cover for General Practitioners and Specialists for in-hospital services are paid up to a maximum of 160% of NAMA Tariff.

##### **3.3.1 HOSPITALISATION**

Private hospitalisation is limited to N\$ 30 000 per beneficiary and further limited to overall annual benefit set out in paragraph 3.1.

State hospitalisation is unlimited.

Subject to pre-authorisation by the Fund. Benefits are subject to management by or on behalf of the Fund.

##### **3.3.1.1 ACCOMMODATION AND THEATRE**

Subject to overall annual benefit set out in paragraph 3.3.1. Limited to 100% of the Scale of Benefits for:

- Accommodation in a general ward,
- Accommodation in a private ward as a result of a contagious disease,
- The additional fee for medical patients,
- The additional fee for thorax, neurosurgical and neurological patients,
- The use of a recovery room, theatre fees, including the use of a theatre after hours and for the use of registered detached theatres.

##### **3.3.1.2 ACCOMMODATION OTHER THAN A RECOGNISED HOSPITAL /MEDICAL INSTITUTION**

No benefit.

### **3.3.1.3 BLOOD TRANSFUSIONS**

Subject to overall annual Benefit set out in paragraph 3.3.1. Limited to 100% of the Scale of Benefits for the cost of the blood, the apparatus and the operator's fee.

### **3.3.1.4 CONFINEMENTS**

Subject to overall annual Benefit set out in paragraph 3.3.1 and further limited to one confinement per year in the case of a Dependant other than a Spouse. Benefits as set out in paragraphs 3.3.1.1, 3.3.1.3, 3.3.1.5, 3.3.1.6, 3.3.1.8 and 3.3.2 hereof provided that:

- Benefits are payable if a Child is stillborn,
- Benefits are payable only if a male Member's wife was registered as a Dependant before the date of the confinement,

### **3.3.1.5 INTENSIVE AND HIGH CARE**

Subject to overall annual Benefit set out in paragraph 3.3.1. Limited to 100% of the Scale of Benefits for accommodation in an intensive care or a high care unit if prescribed by a medical practitioner.

### **3.3.1.6 MEDICINE, FIXED TARIFF PROCEDURES AND HOSPITAL APPARATUS (EXCLUDING TO TAKE OUT (TTO) MEDICINE)**

Subject to overall annual Benefit set out in paragraph 3.3.1. Limited to 100% of the Scale of Benefits for the cost of disinfectants, medicine (including 7 days supply of hospital To Take Out (TTO) medicine), injection materials, anaesthetics, bandages, intravenous feeding and other materials prescribed and used during the patient's hospitalisation, including the cost of procedures and the use of hospital apparatus.

### **3.3.1.7 MRI AND CAT SCANS (IN AND OUT OF HOSPITAL, INCLUDING MATERIALS)**

Subject to overall annual Benefit set out in paragraph 3.1 and further limited to N\$7 000 per family. Subject to pre-authorisation by the Fund. Benefits are subject to management by or on behalf of the Fund. Limited to 100% of the Scale of Benefits. Referral from a Specialist only. Referral from a General Practitioner acceptable in places where there is no Specialist. Additional Hospital Benefit Cover excluded.

### **3.3.1.8 RADIOLOGY AND PATHOLOGY (IN HOSPITAL)**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits for x-rays and pathology. Benefits will be paid only if a doctor referred the Member or Dependant for such procedure. Additional Hospital Benefit Cover excluded.

**3.3.1.9 RADIOTHERAPY AND CHEMOTHERAPY (INCLUDING MEDICINES AND MATERIALS)**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits.

**3.3.1.10 PHYSIOTHERAPY (IN HOSPITAL)**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits. Additional Hospital Benefit Cover excluded.

**3.3.2 GENERAL PRACTITIONERS AND SPECIALISTS (IN HOSPITAL SERVICES, PROCEDURES AND OPERATIONS)**

Subject to overall annual Benefit set out in paragraph 3.1. Benefits will be paid at 100% of the Scale of Benefits limited to a maximum of 160% of NAMA Tariff for surgical procedures, diagnostic examinations, operations, visits, consultations and non-surgical procedures.

**3.3.3 INTERNAL APPLIANCES AND MATERIALS**

**MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

N\$6 000 per family.

Subject to overall annual Benefit set out in paragraph 3.1. Subject to pre-authorisation by the Fund.

**3.3.3.1 ARTIFICIAL EYES**

Subject to annual sub-Benefit limit in paragraph 2.3.3. Benefits will be paid at 100% of cost.

**3.3.3.2 ARTIFICIAL LIMBS**

Subject to annual sub-Benefit limit in paragraph 2.3.3. Benefits will be paid at 100% of cost.

**3.3.3.3 OTHER INTERNAL APPLIANCES AND MATERIALS**

Subject to annual sub-Benefit limit in paragraph 2.3.3. Benefits will be paid at 100% of cost.

**3.3.4 DIALYSIS**

Subject to overall annual benefit set out in paragraph 3.1. Benefits will be paid at 100% of the Scale of Benefits, all-inclusive benefits and further limited to N\$20 000 per family per annum. Subject to pre-authorisation.

### 3.3.5 **ORGAN TRANSPLANT**

Subject to overall annual benefit set out in paragraph 3.1. Benefits will be paid at 100% of the Scale of Benefits, all inclusive benefits and further limited to N\$30 000 per family per annum. BENEFITS include all costs relating to the supply and transportation of the organ, surgically related services, procedures, medical practitioner's fees, anaesthetic services, materials, immunosuppressants drugs, hospitalisation and services rendered to the donor. Subject to pre-authorization.

### 3.3.6 **DENTAL SURGERY**

Subject to overall annual benefit set out in paragraph 3.1. Subject to pre-authorization by the Fund. Additional Hospital Benefit Cover is excluded except for dental extraction on children less than 10 years of age, carcinoma and trauma cases. Dental implant, orthognatic surgery and wisdom tooth extraction are definite exclusions under the Additional Hospital Benefit Cover. Pre-authorization is required.

#### 3.3.6.1 **DENTAL IMPLANT – HOSPITALISATION AND COMPONENT**

Subject to overall annual benefit set out in paragraph 3.1. Limited to N\$2 500 per family per annum for dental implant hospitalisation and dental implant components. Benefits will be paid at 100% of the Scale of Benefits. Subject to prior approval.

#### 3.3.6.2 **MAXILLO FACIAL AND ORAL SURGERY**

Subject to overall annual benefit set out in paragraph 3.1. Benefits will be paid at 100% of the Scale of Benefits. Subject to prior approval.

The benefits are applicable to life threatening, dangerous and complicated maxillo facial and oral surgery and subject to Managed Health Care guidelines. Benefits include surgically related services, procedures, materials, dental practitioner's fees, anaesthetic services, materials, medicine and hospitalisation.

### 3.3.7 **HOSPICE FACILITIES**

No benefit

### 3.3.8 **PRIVATE NURSING**

No benefit

### 3.3.9 **FRAIL CARE**

Subject to overall annual Benefit set out in paragraph 3.1 and further limited to N\$10 000 per family per annum. Limited to 50% of the Scale of Benefits for accommodating permanent, chronically ill or geriatric patients in a registered nursing home or hospital. Subject to pre-authorization by the Fund.

**3.3.10 MID-WIFERY SERVICES**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits and further limited to N\$500 for disposables.

**3.3.11 PSYCHIATRIC TREATMENT IN HOSPITAL**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits and further limited to N\$5 000 per family per annum for hospitalisation. Referral from Psychiatrist only. In places where there is no Psychiatrist, a referral from a GP is acceptable. Subject to pre-authorisation by the Fund.

**3.3.12 REFRACTIVE SURGERY**

No benefit

**3.3.13 PHAKIC IMPLANTS (LENS IMPLANT)**

No benefit

**3.3.14 BREAST REDUCTION**

No benefit

**3.3.15 AMBULANCE AND EVACUATION SERVICES**

**3.3.15.1 EMERGENCY AMBULANCE AND EMERGENCY FLIGHTS**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits.

**3.3.15.2 AMBULANCE AND INTER-HOSPITAL TRANSFER**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation by the Fund.

**3.3.15.3 OTHER CONVEYANCE**

Subject to overall annual Benefit set out in paragraph 3.1. Limited to 100% of the cost. Subject to pre-authorisation by the Fund.

The benefit is available only for the defraying the cost of the transport of the Member or Dependant to South Africa for a medical service that is available only in South Africa.

**3.3.16 INTERNATIONAL MEDICAL TRAVEL INSURANCE**

Limited to N\$5 000 000 per incident.

Medical cover when travelling to foreign countries. Limited to emergency cases only and not for elective surgery or procedure. A levy of N\$1 500 is applicable. Only the full account above N\$1 500 will be covered and further limited to 90 days cover.

### 3.3.17 **SPECIFIED ILLNESS CONDITIONS**

#### **MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

Subject to overall annual benefit set out in paragraph 3.1 and further limited to N\$25 000 per beneficiary per annum. Subject to pre-authorisation by the Fund.

#### **3.3.17.1 HIV/AIDS**

##### **3.3.17.1.1 Medicine**

Subject to annual sub-benefit limit in paragraph 3.3.17. Limited to 100% of the Scale of Benefits.

##### **3.3.17.1.2 First full HIV Consultation/Assessment**

Subject to annual sub-benefit limit in paragraph 3.3.17. Limited to N\$250 per consultation per HIV/Aids beneficiary. Once off benefit.

##### **3.3.17.1.3 Consultations (after the first full HIV consultation)**

Subject to annual sub-benefit limit in paragraph 3.3.17. Limited to six consultations per HIV/Aids beneficiary per annum and further limited to N\$215 per consultation. (GP's only)

##### **3.3.17.1.4 HIV Counselling**

Subject to annual sub-benefit limit in paragraph 3.3.17 and further limited to N\$1 000 per HIV/Aids beneficiary per annum. Limited to 100% of the Scale of Benefits.

##### **3.3.17.1.5 VCT (Rapid HIV test, pre and post counselling)**

Subject to annual sub-benefit limit in paragraph 3.3.17 and further limited to 2 VCT's per beneficiary per annum at recognised VCT Centres. Limited to N\$45 per VCT.

##### **3.3.17.1.6 Pathology Tests**

Subject to annual sub-benefit limit in paragraph 3.3.17. Limited to 100% of the Scale of Benefits.

##### **3.3.17.1.7 HIV Resistance Test**

Subject to annual sub-benefit limit in paragraph 3.3.17. Limited to 100% of the Scale of Benefits. Subject to prior approval.

**3.3.17.2 PROPHYLACTIC HIV TREATMENT (MOTHER TO CHILD TRANSMISSION)**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 3.3.17 and limited to 100% of the Scale of Benefits.

**3.3.17.3 RAPE COVER**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 3.3.17 and limited to 100% of the Scale of Benefits.

**3.3.17.4 NEEDLE STICK INJURIES**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 3.3.17 and limited to 100% of the Scale of Benefits.

**3.3.17.5 SEXUALLY TRANSMITTED DISEASES**

Subject to pre-authorisation by the Fund. Subject to maximum annual sub-benefit limit in paragraph 3.3.17 and limited to 100% of the Scale of Benefits.

**3.3.17.6 DRUG AND ALCOHOL ADDICTION**

Subject to overall annual benefit set out in paragraph 2.1.

Subject to pre-authorisation by the Fund and, in the case of a Member who is suffering from such addiction, subject to reporting thereof to the Recognised Institution employing such Member in order such Member to be able to obtain assistance from the Recognised Institution. Benefits will be paid at 100% of the Scale of Benefits and limited to N\$1 000 per family per annum.

**3.4. CATEGORY B: DAY-TO-DAY BENEFITS**

Subject to overall annual benefit set out in paragraph 3.1 and a further maximum annual sub-benefit limits:

N\$ 8 500 per beneficiary  
N\$15 000 per family

**3.4.1 GENERAL PRACTITIONERS AND SPECIALISTS**

**MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

M: N\$2 500  
M+1: N\$3 500  
M+2: N\$4 000  
M+3: N\$4 250  
M+4+: N\$4 250

Subject to annual sub-benefit limit set out in paragraph 3.4.

#### **3.4.1.1 CONSULTATIONS AND VISITS (OUT OF HOSPITAL)**

Subject to annual sub-Benefit limit in paragraph 3.4.1. Limited to 100% of the Scale of Benefits for consultations visits out of hospital.

#### **3.4.1.2 PROCEDURES AND SERVICES (OUT OF HOSPITAL)**

Subject to annual sub-Benefit limit in paragraph 3.4.1. Limited to 100% of the Scale of Benefits for surgical procedures, diagnostic examinations and operations performed outside of hospital.

#### **3.4.1.3 MATERIALS AND DISPOSABLE ITEMS**

Subject to annual sub-Benefit limit in paragraph 3.4.1. Limited to 100% of the cost for materials and disposable items.

#### **3.4.1.4 RADIOLOGY AND PATHOLOGY**

Subject to annual sub-Benefit limit in paragraph 3.4.1. Limited to 100% of the Scale of Benefits for radiology and pathology out of hospital.

### **3.4.2 DENTISTRY**

#### **MAXIMUM ANNUAL SUB-BENEFIT LIMIT:**

Subject to annual sub-benefit limit set out in paragraph 3.4 and further limited to N\$2 500 per family per annum.

#### **3.4.2.1 BASIC DENTISTRY**

Subject to annual sub-Benefit limit in paragraph 3.4.2. Limited to 100% of the Scale of Benefits for consultations, examinations, fillings, extractions, dentures, x-rays, scaling and polishing, preventative dentistry, endodontics, preventative treatment, dentures and all basic dentistry procedures.

#### **3.4.2.2 SPECIALISED/ADVANCED DENTISTRY**

Subject to annual sub-Benefit limit in paragraph 3.4.2. Limited to 100% of the Scale of Benefits for periodontics, prosthodontics, inlays, crowns, bridgework, study models, clasps, laboratory fees, root canal treatment, orthognatic surgery and all intermediate and advanced dentistry procedures.

#### **3.4.2.3 DENTAL IMPLANTS**

##### **3.4.2.3.1 Consultations and Procedures**

Subject to annual sub-benefit limit in paragraph 3.4.2. Limited to 100% of the Scale of Benefits.

#### 3.4.2.3.1 Implant Component and Hospitalisation

Subject to annual sub-benefit limit in paragraph 3.3.6.1. Limited to 100% of the Scale of Benefits.

#### 3.4.2.4 **ORTHODONTICS**

No benefit

### 3.4.3 **MEDICINE AND INJECTIONS**

Subject to annual sub-benefit limit set out in paragraph 3.4. Limited to N\$6 500 per family per annum and further limited to N\$3 500 per beneficiary per annum.

Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Benefits will be paid at the Maximum Namibia Medicine Price.

#### 3.4.3.1 **ACUTE MEDICINE**

Subject to sub-Benefit limit in paragraph 3.4.3. Limited to 80% of the Scale of Benefits for medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person, including excess of 7 days' supply of hospital TTO.

#### 3.4.3.2 **CHRONIC MEDICINE**

Subject to sub-Benefit limit in paragraph 3.4.3. Limited to 80% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

Benefits are subject to approval by the Fund.

#### 3.4.3.3 **CHRONIC MEDICINE (PENSIONERS)**

Subject to sub-Benefit limit in paragraph 3.4.3. Limited to 100% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

Benefits are subject to approval by the Fund.

#### 3.4.3.4 **SELF MEDICATION (REFUNDABLE ONLY)**

Subject to annual sub-Benefit limit in paragraph 3.4.3. Limited to N\$250 per family and further limited to N\$50 per prescription.

Benefits will be paid at 100% of the Scale of Benefits. Benefits will be paid only in respect of medicines scheduled as schedule 2 and lower.

The Member must first personally settle any self-medication account and submit a detailed certified account from a pharmacy or clinic to the Fund in order to qualify for a refund.

#### **3.4.4 PRIMARY HEALTH CARE SERVICES**

##### **3.4.4.1 CONSULTATIONS**

Subject to annual sub-Benefit limit in paragraph 3.4.1. Limited to 100% of the Scale of Benefits for visits, consultations, treatment and non-surgical procedures.

##### **3.4.4.2 MEDICINES & INJECTIONS**

Subject to annual sub-Benefit limit in paragraph 3.4.3. Limited to 100% of the Scale of Benefits for medicines and injections prescribed by any legally authorised person.

Benefits in respect of prescribed medicines and injections will be granted only for one month's supply thereof at a time. Benefits will be paid at the Maximum Namibia Medicine Price.

##### **3.4.4.3 PHARMACIES –PHARMACIST INITIATED THERAPY (PIT)**

No benefit

#### **3.4.5 AUXILIARY SERVICES (SUPPLEMENTARY SERVICES)**

Subject to annual sub-benefit limit set out in paragraph 3.4. Limited to N\$2 500 per family per annum and further limited to N\$1 250 per beneficiary per annum.

##### **3.4.5.1 APPLIANCES (EXTERNAL)**

###### **(a) ANY APPLIANCE**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the cost of any external medical and surgical appliance, other than hearing aid apparatus or wheelchairs.

###### **(b) HEARING AID APPARATUS**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Benefits will be paid at 100% of cost. Benefits are inclusive of repair and maintenance of hearing aid apparatus.

### 3.4.5.2 **AUDIOLOGY/SPEECH THERAPY**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the Scale of Benefits.

### 3.4.5.3 **HEARING AID ACOUSTICIAN**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the Scale of Benefits.

### 3.4.5.4 **CHIROPRACTOR**

#### 3.4.5.4.1 Consultations and Procedures

Subject to annual sub-benefit limit in paragraph 3.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

#### 3.4.5.4.2 Medicine and Injections

Subject to annual sub-benefit limit in paragraph 3.4.3. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a chiropractor.

### 3.4.5.5 **PODIATRIST**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the Scale of Benefits.

### 3.4.5.6 **CLINICAL PSYCHOLOGIST**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the Scale of Benefits.

### 3.4.5.7 **DIETICIAN**

Subject to annual sub-Benefit limit in paragraph 3.4.5. Limited to 100% of the Scale of Benefits. Subject to pre-authorisation of the Fund. Referral from a GP required.

### 3.4.5.8 **HOMEOPATH**

#### 3.4.5.8.1 Consultations and Procedures

Subject to annual sub-benefit limit in paragraph 3.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

3.4.5.8.2 **Medicine and Injections**

Subject to annual sub-benefit limit in paragraph 3.4.3. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a homeopath.

3.4.5.9 **OCCUPATIONAL THERAPY**

Subject to annual sub-Benefit limit in paragraph in 3.4.5. Limited to 100% of the Scale of Benefits.

3.4.5.10 **BIOKINETICS**

Subject to annual sub-Benefit limit in paragraph in 3.4.5. Limited to 100% of the Scale of Benefits. Referral from relevant service provider required.

3.4.5.11 **PHYSIOTHERAPY**

Subject to annual sub-Benefit limit in paragraph in 3.4.5. Limited to 100% of the Scale of Benefits.

3.4.5.12 **SOCIAL WORKERS**

Subject to annual sub-Benefit limit in paragraph in 3.4.5. Limited to 100% of the Scale of Benefits.

3.4.5.13 **ORTHOTIST/PROSTHETIST**

Subject to annual sub-Benefit limit in paragraph in 3.4.5. Limited to 100% of the Scale of Benefits.

3.4.5.14 **PHYTOTHERAPIST**

3.4.5.14.1 **Consultations and Procedures**

Subject to annual sub-benefit limit in paragraph 3.4.5. Limited to 100% of the scale of benefits for visits, consultations, treatment and procedures.

3.4.5.14.2 **Medicine and Injections**

Subject to annual sub-benefit limit in paragraph 3.4.3. Benefits in respect of prescribed medicines will be granted only for one month's supply thereof at a time. Limited to 80% of the scale of benefits for medicines and injections prescribed by a phytotherapist.

### 3.4.6 **WHEELCHAIR**

Subject to annual sub-benefit limit set out in paragraph 3.4. Limited to N\$2 000 per beneficiary every four years. Benefits are payable at 100% of cost. The benefit is inclusive of wheelchair repair and maintenance.

### 3.4.7 **OPTICAL SERVICES**

Subject to annual sub-benefit limit set out in paragraph 3.4. Limited to N\$2 000 per family per annum and further limited to N\$1 000 per beneficiary every two years, including frames.

#### 3.4.7.1 **OPTICAL TESTS**

Subject to annual sub-Benefit limit in paragraph 3.4.7. Limited to 100% of the Scale of Benefits for optical tests and further limited to one optical test per beneficiary per annum.

#### 3.4.7.2 **SPECTACLE LENSES AND CONTACT LENSES**

Subject to annual sub-Benefit limit in paragraph 3.4.7. Limited to 100% of the Scale of Benefits for spectacle lenses and contact lenses.

#### 3.4.7.3 **FRAMES**

Subject to annual sub-Benefit limit in paragraph 3.4.7. Limited to 100% of the cost.

### 3.4.8 **BENEFIT BOOSTER**

Subject to annual sub-benefit limit set out in paragraph 3.4.

Limited to N\$1 000 per family per annum and further limited to N\$500 per beneficiary per annum.

The Benefit Booster in respect of medicine and injections, dentistry, general practitioners and specialists out-of-hospital and primary health care benefits is applicable only once the annual sub-benefit limit in paragraphs 3.4.1, 3.4.2, 3.4.3, and 3.4.4 are depleted.

#### 3.4.8.1 **MEDICINE AND INJECTIONS**

##### 3.4.8.1.1 **MEDICINE AND INJECTIONS ACUTE & CHRONIC (NON-PENSIONERS)**

Subject to annual sub-benefit limit in paragraph 3.4.8.

BENEFITS in respect of prescribed medicine will be granted only for one month's supply thereof at a time. Benefits will be paid at Namibia Maximum Price on generics.

Limited to 70% of the Scale of Benefits for medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

**2.4.8.1.2 MEDICINE AND INJECTIONS CHRONIC (PENSIONER)**

Subject to annual sub-benefit limit in paragraph 3.4.8.

Limited to 90% of the Scale of Benefits for chronic (i.e. life sustaining or repetitive) medicines and injections prescribed by a general practitioner, specialist, dentist, homeopath, chiropractor or any legally authorised person.

**3.4.8.2 DENTISTRY (EXCLUDING ORTHODONTICS)**

Subject to annual sub-benefit limit in paragraph 3.4.8. Limited to 70% of the Scale of Benefits for Benefits as set out in paragraphs 3.4.2.1, 3.4.2.2, and 3.4.2.3.

**3.4.8.3 GENERAL PRACTITIONERS AND SPECIALISTS**

Subject to annual sub-benefit limit in paragraph 3.4.8. Limited to 80% of the Scale of Benefits for Benefits as set out in paragraphs 3.4.1.

**3.4.8.4 PRIMARY HEALTH CARE**

Subject to annual sub-benefit limit in paragraph 3.4.8. Limited to 80% of the Scale of Benefits for Benefits as set out in paragraph 3.4.4. A levy of 20% is applicable for medicine.

## **ANNEXURE C: EXCLUSIONS**

Unless Benefits are specifically provided for in the Annexures to the Rules, no Benefits shall, unless the Trustees decide otherwise, be payable in respect of:

1. Costs of whatsoever nature incurred for treatment arising out of an injury sustained by a Member or Dependant and for which any other party may be liable, unless the Trustees are satisfied and formally resolve that there is no reasonable prospect of the Member or Dependant recovering adequate compensation from the other party. If a Member or Dependant is not entitled to Benefits in terms of the afore-going provision of this paragraph, the Trustees, in their discretion, may advance to or on behalf of the Member such amounts not exceeding the Benefits that would otherwise have been payable irrespective of the lapse of time, subject to the Member informing the Fund of the potential claim against the other party and of the relevant medical expenses incurred, in the manner and within the time period applicable to claims for Benefits. It is a further proviso that a claim in respect of the said expenses must be lodged by the Member or Dependant against the other party concerned and pursued with due diligence, with the Fund being kept fully informed. Should the Member or Dependant not pursue the claim against such other party to the satisfaction of the Trustees, they may require the Member to cede or procure the session of such claim to the Fund. In such event, the Member or Dependant shall provide the Fund with all such assistance and co-operation as it may reasonably require in pursuing such claim. The Member shall be obliged to pay to the Fund so much of the damages actually recovered by him/her or his/her Dependant as relates to the service in respect of which he/she or his/her Dependant has received or benefited from advances contemplated above.
2. Examinations, consultations and treatment related to obesity including all costs relating to gastric bypass.
3. Operations, treatment and procedures for cosmetic purposes. However, a Member may apply for Benefits relating to operations, treatments or procedures for cosmetic purposes on medical grounds. Prior approval must be obtained for any such expenses in respect of treatment and operations of a cosmetic or reconstructive nature. An application for Benefits in respect of said treatment and/or operation shall be accompanied by a medical report stating the reasons there for and the estimated costs thereof. The Member may be required to consult a medical practitioner nominated by the Fund for a second opinion, and the Fund, in its discretion, may pay the whole or any part of such expenditure.
4. Attempted suicide, wilfully self-inflicted injuries or sickness conditions or costs incurred in respect of treatment associated with substance abuse or over-dosing.
5. Consultations, investigations, examinations and the treatment of infertility and the artificial insemination of a person.
6. Services for which Benefits are in excess of the maximum Benefits to which the Member is entitled in terms of these rules.

7. Sickness conditions specifically excluded from Benefits when the Member joined the Fund.
8. The purchase or hire of medical or surgical appliances other than arc supports and inner soles, back, leg, arm and neck brace, blood pressure apparatus,, CPAP apparatus for sleep apnea (only if used for Case Management), CPAP monitor (only if used as part of Case Management), cervical collars, crutches, deep vein thrombosis stockings, glucometers, medic alert registration, mastectomy brassiere and prosthesis, nebuliser, orthopaedic footwear ( only if prescribed by an Orthopaedic Surgeon), oxygen (only if used as part of Case Management), oxygen cylinders (only if used as part of Case Management, oxygen refill (only if used part of Case Management) oxygen accessories (only if used as part of Case Management), oxygen concentrators (only if used part of Case Management), peak flow meters (only if used as part of Case Management), pressure bandage burns, peripheral nerve stimulator for chronic pain (only if used as part of Case Management), stoma accessories (only if used as part of Case management), traction apparatus, urinal, bedpan, toilet seat raisers, walking frame aid (only if used as part of Case Management).
9. The cost of services by persons not registered with the appropriate authority in Namibia or with the Namibian Nursing Council as a registered nurse, or with any other professional body where any provider of a service is required to register and/or enlist under any law, except when specifically provided for as a Benefit in the Annexures to the Rules.
10. The purchase of:
  - 10.1 medicines, other than medicines on the written prescription of a person legally entitled to prescribe.
  - 10.2 Sun-screening and tanning agents.
  - 10.3 Non-scheduled soaps, shampoos and other topical applications.
  - 10.4 Household remedies or preparations of the type advertised to the public.
  - 10.5 Slimming preparations, appetite suppressants, food supplements and patent foods, including baby foods other than baby foods pre-authorized as prophylactic HIV treatment to prevent mother to child HIV transmission.
  - 10.6 Any drug or device intended to induce, enhance, maintain and promote penile erection or to address erectile dysfunction such as erectile appliances and auto injectors, including but not limited to, drugs such as Viagra.
  - 10.7 Mouth protectors unless on written prescription from a person qualified to prescribe.
  - 10.8 Gold in dentures, devices and materials such as floss, toothbrushes and toothpaste.
11. Examinations for insurance, school camp, visa, employment or similar purposes.
12. Travelling costs incurred by Members or their Dependants.
13. Accommodation in old age homes or similar institutions catering for the aged.

14. Accommodation and treatment in headache and stress-relief clinics, spas and resorts for health, slimming, chiropractic, homeopathic or other similar purposes.
15. The cost of holidays for recuperative purposes, whether deemed medically necessary or not.
16. Charges for appointments not kept.
17. Telephone consultations with medical practitioners.
18. Ante- and post-natal exercise classes, mother craft and breastfeeding instructions (Unless such services are pre-authorised under the Fund's maternity programme).
19. Any sunglasses and spectacle cases.
20. Replacement batteries for hearing aids.
21. The fee associated with fittings and adjustments to contact lenses.
22. Costs of whatsoever nature incurred for treatment arising out of an injury or disablement resulting from war, invasion, or civil war.
23. Bleaching of teeth that have not been root canal treated and metal inlays in dentures and front teeth.
24. Sleep therapy and hypno-therapy.
25. Cost incurred in respect of injuries sustained by a Member or a Dependant participating in a sport as a professional or any hazardous sport or activity which is inherently hazardous including, but not limited to, active voluntary service in any military or paramilitary organisation or the Namibian Police Services, martial arts, parachuting, hang gliding, paragliding, bungee jumping, advanced mountain climbing, skydiving, water skiing, scuba diving, underwater breath hold sport, snorkelling, snow-skiing, show jumping, horse polo, river rafting, aquaplaning, boxing, wrestling as well as other activities where the Member or Dependant of a Member deliberately exposes himself/ herself to substantial danger.
26. Any expense incurred by a Member or a Dependant of a Member who has been duly certified as permanently mentally unsound.
27. Accommodation in an old age home.

## ANNEXURE D: ADDITIONAL BENEFITS

### CHRONIC CONDITIONS IN RESPECT WHEREOF BENEFITS MAY BE CLAIMED

Acne	Hypoparathyroidism
Addison's Disease	Hypothyroidism
Allergic Rhinitis	Ischaemic Heart Disease
Alzheimer's Disease	Major Depression
Angina	Menopause (Hormone Replacement Therapy)
Ankylosing Spondylitis	Migraine (Prophylactics)
Anorexia Nervosa	Motor Neuron Disease
Asthma	Multiple Sclerosis
Attention Deficit Disorder (ADD)	Muscular Dystrophy
Barret's Oesophagus	Myasthenia Gravis
Benign Prostatic Hyperplasia	Narcolepsy
Bipolar Mood Disorder	Obsessive Compulsive Disorder
Bronchiectasis	Osteoporosis (A bone density test is required)
Bulimia Nervosa	Paget's Disease of Bone
Cancer	Pancreatic Disease
Cardiac Arrhythmias	Panic Disorder
Cardiomyopathy	Paraplegia and Quadriplegia (Associated Medicine)
Chronic Bronchitis	Parkinson's Disease
Chronic Obstructive Pulmonary Disease (COPD)	Peripheral Vascular Disorders
Chronic Renal Disease	Pituitary Adenoma
Congestive Cardiac Failure	Polyarteritis Nodosa
Conn's Syndrome	Post Traumatic Stress Syndrome
Coronary Artery Disease	Psoriasis
Crohn's Disease	Pulmonary Interstitial Fibrosis
Cushing's Syndrome	Rheumatoid Arthritis
Cystic Fibrosis	Schizophrenia (If managed by a Psychiatrist)
Deep Vein Thrombosis	Scleroderma
Dermatomyositis	Stroke
Diabetes Mellitus/Insipidus	Systemic Lupus Erythematosus
Eczema	Thromboangitis Obliterans
Emphysema	Thrombocytopaenic Purpura
Endocarditis	Tourette's Syndrome
Epilepsy	Ulcerative Colitis
Glaucoma	Unipolar Mood Disorder
Gout/Hyperuricaemia	Upper Gastro-Intestinal Tract Disorders (A gastroscopy and an HP test result are required)
Haemophilia	Valvular Heart Disease
Hypercholesterolaemia (A full lipogram result is required)	Zollinger-Ellison Syndrome
Hypertension	

## **ANNEXURE E: EXTERNAL MEDICAL APPLIANCES**

### **EXTERNAL MEDICAL APPLIANCES COVERED BY BANKMED**

Notwithstanding any contrary provision contained elsewhere in the Rules, the provisions of paragraphs 1 shall apply to all Members and their Dependents.

1. Unless the BOARD determines otherwise, external medical appliances payable by the Fund are restricted to the following and only on prescription by a medical practitioner:
  - 1.1 Orthopaedic Footwear (only if prescribed by an Orthopaedic Surgeon),
  - 1.2 Deep Vein Thrombosis stockings,
  - 1.3 Crutches,
  - 1.4 Walking Frame /Aid (only if used as part of Case Management),
  - 1.5 Cervical collars,
  - 1.6 Back, leg, arm and neck braces,
  - 1.7 Arch supports and inner soles,
  - 1.8 Oxygen (only if used as part of Case Management),
  - 1.9 Oxygen cylinders (only if used as part of Case Management),
  - 1.10 Oxygen refill (only if used as part of Case Management),
  - 1.11 Oxygen accessories (only if used as part of Case Management),
  - 1.12 Oxygen concentrators (only if used as part of Case Management),
  - 1.13 Nebuliser,
  - 1.14 Peak flow meter (only if used as part of Case Management),
  - 1.15 Glucometers,
  - 1.16 Blood pressure apparatus,
  - 1.17 Urinal / Bedpan,
  - 1.18 Medic alert registration,
  - 1.19 Traction apparatus,
  - 1.20 Mastectomy brassiere and prosthesis,

- 1.21 Pressure bandage for burns,
- 1.22 Peripheral nerve stimulator for chronic pain (only if used as part of Case Management),
- 1.23 Stoma accessories (only if used as part of Case Management,
- 1.24 CPAP apparatus for sleep apnea (only if used as part of Case Management),
- 1.25 CPAP monitor (only if used as part of Case Management,
- 1.26 Toilet seat raisers.