



Botswana Public Officers' Medical Aid Scheme

RULE BOOK

Approvals

Stages	Dates
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Cabinet	30 th May 2018
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(A MEDICAL AID SCHEME ESTABLISHED AS A SOCIETY UNDER THE BOTSWANA SOCIETIES ACT)

RULES

1. NAME

The name of the Society shall be the **BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME** hereinafter referred to as "**the Scheme**".

2. CONSTITUTION OF THE SCHEME

The Scheme is constituted by resolution of the Management Committee of the Scheme passed at Gaborone on 23 April 1990.

3. INTERPRETATION

- 3.1 If any provision in a definition is a substantive provision conferring rights or imposing obligations on either the Scheme or its members, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of these Rules.
- 3.2 Unless inconsistent with the context, an expression which denotes any one gender includes the other gender; a natural person includes an artificial person and vice versa; and the singular includes the plural and vice versa.
- 3.3 The schedules and the annexures to these Rules form an integral part hereof and words and expressions defined in the Rules shall bear, unless the context otherwise requires, the same meaning in such schedules and annexures.
- 3.4 These Rules shall be governed by the laws of the Republic of Botswana and the courts of the Republic of Botswana shall have jurisdiction

4. DEFINITIONS

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

- 4.1 "**administrator**" shall mean a competent, financially sound and suitably qualified private company registered and actually operating in Botswana and appointed by the Management Committee in terms of Rule 25.
- 4.2 "**admission date**" shall mean the date on which an individual becomes a member, or in the case of an employer the date on which the employer was admitted to participate in the Scheme, in terms of these Rules.
- 4.3 "**adoptive**" shall mean/denote legal adoption of a child as provided for by the laws of Botswana and certified by a duly appointed Public Officer.
- 4.4 "**agreed tariff**" shall mean the tariff agreed by the Management Committee from time to time for health services.
- 4.5 "**Appointing Authority**" shall denote power and/or authority to make appointments into the Management Committee and for purposes of these Rules shall mean the Minister, Ministry of Health and Wellness.
- 4.6 "**approval**" shall mean prior written approval.
- 4.7 "**child**" shall mean a member's child, stepchild, or legally adopted child, who is under the age of 21 years, who is unmarried and not in receipt of a regular remuneration exceeding the amount prescribed in Annexure "A".
- 4.8 "**continuation member**" shall mean a member or dependant as the case may be who continues as a member in terms of Rules 7.3,7.4, 7.5.1 and 7.5.2
- 4.9 "**contribution**" shall mean, in relation to a member, the amount, exclusive of interest, payable in respect of the member in terms of these Rules.
- 4.10 "**date of service**" shall mean:
 - 4.10.1 in the event of a consultation, visit to or treatment by a duly authorised and registered health professional, the date on which each consultation, visit or treatment occurred, whether for the same illness or not.

- 4.10.2 in the event of an operation, procedure or confinement, the date on which each operation, procedure or confinement occurred.
- 4.10.3 in the event of hospitalisation, the date of each admission and discharge from a hospital or nursing home.
- 4.10.4 in the event of any other service or requirement, the date on which such service was rendered or requirement obtained.
- 4.11 **“dependant”** shall mean:
- 4.11.1 a spouse in marriages as recognized by the laws of Botswana, or in exceptional cases, any person who may be recognized as such by the Management Committee in its discretion;
- 4.11.2 a member's child as defined in Rule 4.7
- 4.11.3 special dependant
- 4.11.3.1 Subject to the approval of the Management Committee and on such conditions as it may prescribe, a member's child who is over the age of 21 years but not over the age of 25 years, who is an unmarried student and not in receipt of a regular monthly remuneration exceeding the amount prescribed in Annexure A; provided that such person shall only be recognised as a dependant for periods not exceeding 12 months at a time.
- 4.11.3.2 subject to the approval of the Management Committee and on such conditions as it may prescribe, a member's child who is over the age of 21 years; who is unmarried and owing to mental or physical disability or any similar cause is dependent on the member; is not in receipt of a regular monthly remuneration exceeding the amount prescribed in Annexure A; provided that for irreversible conditions such person shall be recognised as a dependant for a period of three (3) years, and for reversible conditions such a person shall be recognised for a period of one (1) year, at a time.
- 4.12 **“employee”** shall mean a person in the employ of an employer.
- 4.13 **“employer”** shall mean the Botswana Government and/or any other body as shall be determined by the Management Committee from time to time.
- 4.14 **“health professional”** for purposes of these Rules, shall mean a person who is duly registered in accordance with the provisions of the prevailing health professions regulation for time being the Botswana Health Professions Act and its Regulations, and the Nursing and Midwives Act and its Regulations, or similar registration in another country as amended from time to time. It is further provided that where such a person resides in, is domiciled in, or practices in a country other than Botswana, he shall be recognised as a health professional if the Management Committee recognises the legislation and/or qualifications under which he is registered.
- 4.15 **“income”** shall mean in respect of:
- 4.15.1 an employee - his monthly salary received from his employer.
- 4.15.2 a continuation member who is a pensioner; provided he attains the required status in terms of the provisions of Rule 7.3;
- 4.15.2.1 his gross monthly pension from a pension fund/ scheme, which is provided for and recognised by the employer; provided he has attained the age of 60 years, or the age of 55 years if he joined the public service prior to 1970, or he retires due to ill-health or disability.
- 4.15.2.2 his terminal month's salary, provided that he shall not have attained the age of 60 years or 55 years if he joined the public service prior to 1970.
- 4.15.3 a continuation member who is a widow - her monthly income from all sources.
- 4.16 **“individual member”** shall mean a member or dependant as the case may be who continues as a member in terms of Rule 7.3, 7.4, 7.5, 7.5.2 and 7.5.3
- 4.17 **“infant”** this is defined as a child up to five (5) years old.
- 4.18 **“management committee”** shall mean the Management Committee as constituted under Rule 24.

- 4.19 **“married member”** shall mean a member who has entered into a formal union of a man and a woman, as recognised by the laws of Botswana.
- 4.20 **“medical practitioner”** shall mean a person who is registered as a medical practitioner in accordance with the prevailing health professions regulation for time being Botswana Health Professions Act and its Regulations, or in accordance with similar statutory provisions in another country, as amended from time to time. It is further provided that where such a person resides in, is domiciled in, or practices in a country other than Botswana, he shall be recognised as a medical practitioner if the Management Committee recognises the legislation and/or qualifications under which he is registered. Dental practitioner shall have a like meaning.
- 4.21 **“medicine cost”** shall mean the cost of medicine, the retail cost of which does not exceed the manufacturer's price plus the percentage (as a mark-up) as specified by these Rules from time to time, or the pricing mechanism defined and published by the Scheme, from time to time; provided that where such medicines are purchased outside Botswana the exchange rate published by the commercial banks in Botswana shall be used to determine the Pula price prior to adding the percentage mark-up aforesaid
- 4.22 **“medical aid scheme”** shall mean any recognised medical aid scheme from which medical benefits may be obtained.
- 4.23 **“member”** shall mean any person admitted into the Scheme in terms of Rule 7.1, who contributes to the Scheme in order to obtain the benefits in terms of these Rules, either for himself or for any person who is his dependant.
- 4.24 **“officer”** shall mean any member of the Management Committee, the Principal Officer and/or any employee of the Principal Office of the Scheme, the Administrator and/or any employee of the Administrator.
- 4.25 **“parent dependant”** shall mean a member's biological or adoptive mother or father, biological or adoptive mother or father of a member's spouse; who is not a pensioner as defined under Rule 4.26 and is not more than sixty-five (65) years of age at the time of entry.
- 4.26 **“pensioner”** for purposes of these Rules, shall mean any person who retires from the employer's permanent and pensionable service, employed by the Government of Botswana on contract basis for a period of more than ten (10) years who retire on terms stipulated by the employer and resident in the Republic of Botswana.
- 4.27 **“prescription”** shall mean all the medicine that a medical or dental practitioner or other person legally entitled to prescribe, prescribes at one time for one person for the condition under treatment.
- 4.28 **“principal officer”** shall mean an executive officer of the Scheme, appointed in terms of these Rules, and whose duties and responsibilities shall, without limitation, be to provide general oversight into the day-to-day operations of the Scheme, as mandated by the Management Committee.
- 4.29 **“prosthesis”** shall mean an artificial substitute for a missing body part, or any device by which the performance or natural function is augmented.
- 4.29.1 **“medical assistive devices”**- For purposes of these Rules; medical assistive devices shall mean, external orthopaedic & surgical prosthesis, Auditory and ophthalmic devices used to replace, compensate for or improve the functional abilities of a member with a disability.
- 4.29.2 **“medical and surgical appliances”**- Includes Medical, Surgical and Orthopaedic devices and appliances that are predominantly used externally in disease management or prevention of complications as well as rehabilitation and facilitation of independent living.
- 4.29.3 **“prosthesis used in surgery”** - Means internal prosthetic devices implanted during an operation for replacement of a body part or for modification of the anatomy or physiological process.
- 4.30 **“recognised tariff”**, in respect of the various categories of health service shall mean:
- 4.30.1 **medical fees:** the medical tariff as approved by the Management Committee from time to time.
- 4.30.2 **dental fees:** the dental tariff as approved by the Management Committee from time to time.
- 4.30.3 **medicine cost:** the tariff as approved by the Management Committee from time to time based on the principles of cost-effectiveness and evidence-based medicine; as well as other tools at the disposal of the Management Committee.
- 4.30.4 **hospital tariffs:** the hospital tariffs as approved by the Management Committee from time to time.

- 4.31 **“registered office”** shall mean the registered office of the Scheme, as shall be determined by the Management Committee from time to time.
- 4.32 **“rules”** shall mean the Rules of the Scheme and shall include by-laws, annexures and any other provisions relating to benefits which may be granted or the contributions which may become payable in terms of a resolution adopted by the Management Committee.
- 4.33 **“salary”** shall mean the substantive basic salary or wage.
- 4.34 **“service provider”** shall mean:
- 4.34.1 For those natural persons domiciled in Botswana -- any health professional or medical/ dental practitioner (as defined) who has been issued with a Private Practice or has been authorised to practice his profession, on his own accord, in Botswana, by the Director of Health Services or the relevant regulatory authority. The said professional or practitioner must be registered with the Scheme to render health services to a member dependant(s)
 - 4.34.2 For those domiciled and practicing outside Botswana -- any health professional or medical/dental practitioner, whose statutory registration and qualifications are recognised by the Management Committee.
 - 4.34.3 For body corporates in Botswana -- any health facility which is licensed to provide health services in terms of Private Hospitals and Nursing Homes Act or relevant legislation and is registered with the Scheme to render health services to a member or member's dependant(s).
 - 4.34.4 For body corporates outside Botswana -any health facility which is registered and licensed under statutory provisions which are recognised by the Management Committee.
- 4.35 **“staff association”** shall mean an association/union of staff as recognised by the employer.
- 4.36 **“year”** shall mean the financial year of the Scheme i.e. 01 April to 31 March in each year.

5. OBJECTS

The Objects of the Scheme are to raise a fund by contributions, donations or otherwise and thereby to make provision for the granting of assistance to members in defraying expenditure incurred by them or their dependants in connection with medical, para-medical, nursing, surgical, 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 or funeral expenses.

6. APPLICATION FOR MEMBERSHIP

- 6.1 An applicant shall submit to the Scheme duly completed membership application forms; provided that no person under the age of 18 years shall be admitted to membership. Notwithstanding the a foregoing, a person qualifying for Government Sponsorship shall be admitted into membership regardless of age.
- 6.2 No applicant shall become a member and no person shall be recognised as a dependant for the purposes of the Rules, unless he has provided a declaration of health as required in the Membership Application Form in respect of himself and his dependants to the satisfaction of the Management Committee;
- 6.2.1 Notwithstanding the above, the parent dependant shall be required to provide a medical report of not less than a month, from a recognised or licensed medical practitioner attesting to their health status.
 - 6.2.2 In the event that the Management Committee is not satisfied with the information provided in terms of this Rule, the Management Committee may in any particular case require the applicant to undergo a medical examination, the cost of which shall be paid by the Scheme
- 6.3 After consideration of the information referred to in Rule 6.2, the Management Committee may decline the application for membership or may limit or exclude benefits for a period not exceeding two (2) years in respect of a particular disease, disorder or disability, with the exception of HIV/AIDS, which existed at the time of admission of the person as a member or dependant, subject to Rule 7.2.
- 6.4 The applicant shall, on submission of the Membership application in respect of himself and his dependants, furnish satisfactory evidence of age, employment details, including evidence of monthly salary/wage, together with such other information as the Management Committee may require from time to time.

- 6.5 Notwithstanding the provisions of Rules 6.1, 6.2 , 6.3 and 6.4 the Scheme may implement membership underwriting for a period as may be determined by the Management Committee from time to time.

7. MEMBERSHIP

7.1 Voluntary membership

Membership to the Scheme shall be available to all employees of the Botswana Government. However, membership may be available, subject to approval by the Management Committee, to employees of Parastatal Organisations or other bodies for which funding is received from the Government of Botswana, including Government- sponsored students. Should an employee be admitted to the membership of the Scheme, he may not be allowed to resign such membership except as stipulated under Rule 8.

7.2 Interchangeability

Subject to the terms and conditions applicable to the admission of other members, the Management Committee shall admit to membership of the Scheme, without a waiting period, entrance fee or imposition of new restrictions on account of the state of his health or the health of any of his dependants, any person who has been a member or a dependant of a member of any recognised medical aid scheme for a continuous period of at least one (1) year and who applies within three (3) months after the date on which he ceased to be a member or a dependant of a member of such scheme. In the event that a person (or his dependants) has not been a member of another recognised medical aid scheme for a period of one (1) year or more immediately prior to admission to membership of the Scheme, then a waiting period as specified in Annexure 'B' (as amended from time to time) shall be imposed upon such member and/ or his dependant(s).

7.3 Membership on Retirement

- 7.3.1 A pensioner shall have the option to retain his membership of the Scheme; provided such a person has been, at the date of his retirement, a member of the Scheme for a continuous period of not less than one (1) year, or has paid to the Scheme contributions for at least one (1) year; further provided that a preceding and continuous membership of any other recognised medical aid scheme shall be recognised for the purpose of determining such period.
- 7.3.2 A member shall inform the Scheme of his intention to retire from service, within three (3) months before the actual date of retirement and further inform the Scheme as to whether, or not, he wishes to continue his membership of the Scheme.
- 7.3.3 Upon receipt of the notification to continue membership, the Management Committee shall:
- 7.3.3.1 make such arrangements to provide for the continued membership at contribution rates determined in accordance with Rule 4.15.2 ; and
 - 7.3.3.2 advise the member of the contribution payable from the date of retirement.
- 7.3.4 Should the member fail to inform the Management Committee, in writing, of his desire to terminate his membership, he shall automatically continue to be a member, subject to the limitation imposed under Rule 8.4.

7.4 Widow

The widow or widower (as the case may be) of a deceased member, who is registered with the Scheme as his/her dependant at the time of such member's death, shall upon request be admitted as a member of the Scheme; provided that the deceased member was a member of the Scheme at the time of his death and she continues to pay the applicable contribution. Such a member shall be notified by the Scheme of her right to membership and of the contribution payable in respect thereof. Her membership shall terminate if:

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

7.5 Individual member

- 7.5.1 A dependant who is between the ages of 21 to 35 who is not in receipt of income not more than the minimum wage paid by the Government of Botswana, from time to time and has been a beneficiary of

the Scheme for a continuous period of at least one (1) year, and who applies to become a member within three (3) months after the date on which s/he ceased to be a member under Rule 8 provided full payment of contributions shall be paid from source by the member.

- 7.5.2 a non-citizen who retires from being employed by the Government of Botswana and was employed on contract basis for at least not more than ten (10) years or retire on terms stipulated by the employer, resident in the Republic of Botswana and applies to become an individual member within three (3) months after the date on which s/he ceased to be a member under Rule 8 provided he shall pay full monthly contributions.
- 7.5.3 A parent dependant as defined under Rule 4.25 who is not a pensioner as defined under Rule 4.26 and is not more than sixty-five (65) years of age at the time of entry, provided full payment of contributions shall be paid from source by the member
- 7.5.4 Any applicant who is 50 years of age or older who was not a member of one or more medical schemes at the time of joining the Scheme will incur a penalty by way of additional contributions as determined from time to time by ManCo:

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

8. CESSATION OF MEMBERSHIP

- 8.1 A member shall be entitled to withdraw or resign his membership from the Scheme, provided that such withdrawal or resignation of membership shall be in writing, giving the Scheme at least 30 days' notice of his intention to resign. Upon receipt of the written notice of withdrawal or resignation of membership, the provisions of Rule 8.2 shall apply.
- 8.2 Where such a resignation is accepted, the employee shall not be entitled to rejoin the Scheme within a period of two (2) years from the date of such resignation. Should such an employee apply to rejoin the Scheme after having served the two (2)-year period; then Rules 7.2, 8.3 and below shall apply.
- 8.3 Should the member opt to resign before the 31 March and/or the lapse of one (1) financial year, the Scheme's liability shall be limited to the pro-rated level of benefits.
- 8.4 Subject to Rule 7.2 and 7.3, a member who leaves employment for any reason or resigns from the Scheme shall cease to be a member, and all rights of participation in the benefits under these Rules in respect of himself and his dependants shall thereupon cease, except for claims in respect of services rendered prior to cessation of membership.
- 8.5 Subject to the provisions of Rule 37, the Management Committee may exclude from membership or terminate the membership of a member whom the Management Committee finds guilty of abusing the privileges of the Scheme. The Management Committee shall inform such a member in writing of the reasons for such a decision. In such event, the member may be required by the Management Committee to refund to the Scheme any sum which, but for his abuse of the privileges of the Scheme, would not have been paid to him or on his behalf.
- 8.6 The Management Committee shall have the right to terminate the membership of a member whose contributions payable are more than three (3) months in arrears further provided that benefits shall only be payable in respect of services rendered up to the date for which contributions are received.
- 8.7 Nothing in these Rules shall be construed as altering in any way the employer's right to terminate the service of an employee who is a member of the Scheme or any agreement between the employer and the employee with regard to conditions of service.
- 8.8 The Management Committee shall have the right to terminate membership of any member who is found guilty (in a hearing held to consider any such charges) of any act of dishonesty, making of fraudulent claims or colluding with any service provider to make a fraudulent claim against the Scheme, or any similar offence.

9. MEMBERSHIP CARD

- 9.1 The Scheme shall issue to each of its members' proof of membership in the form of a membership card, containing such particulars as may be determined by the Management Committee from time to time; further provided that not more than two (2) cards may be issued per member without charge. The member or his dependant(s) shall exhibit the card to the service provider upon any service being rendered to the member or his dependant(s). Any such membership card issued to a member shall be returned to the Scheme immediately upon cessation of membership.
- 9.2 Notwithstanding the provisions of Rule 9.1 above, should the member lose his membership card and/or request for an additional card, he shall be charged a fee as may be determined by the Management Committee from time to time for the replacement and/or additional card.
- 9.3 Every member shall have made available to him and shall upon demand receive a copy of these Rules. Payment by him of any contribution shall be deemed to constitute his acknowledgement that he shall, on behalf of himself and his dependants, be bound by these Rules or by any amendments thereof.

10. REGISTRATION OF DEPENDANTS

- 10.1 A member shall register on his admission date all his dependants, except for those qualifying for individual membership, and shall immediately inform the Scheme of the occurrence of any event which results in any one of his dependants no longer satisfying the conditions under which a dependant may be registered on the Scheme.
- 10.2 From the time the dependant ceases to be eligible for cover through the Scheme and contributions have accordingly been adjusted, he shall no longer be regarded as a dependant for the purposes of these Rules.
- 10.3 Members who are Government-sponsored students, as envisaged in terms of Rule 7.1 may, to the extent that they are able to pay full contributions on behalf of their dependants, be entitled to register dependants.

11. MARITAL STATUS

- 11.1 A member who marries, remarries, is divorced or widowed subsequent to joining the Scheme, is required to notify the Scheme within 30 days thereof, and to subscribe at the amended rates from the first day of the month following the change in his status, but (subject to Rule 11.2) the benefits to which he is entitled as a result of the change in his marital status, shall be effective from the date on which the said event occurred.
- 11.2 A member who marries or remarries subsequent to joining the Scheme and who fails to take the action per Rule 11.1 shall render himself liable to forfeiture of all benefits in respect of the new marital status, until the required notification has been given and the applicable contribution paid.

12. BIRTH OR ADOPTION OF INFANTS

A member shall notify the Scheme within 30 days of the birth or adoption of an infant, in order to permit registration of such a child as a dependant. The contribution in respect of such a child shall be due from the first day of the month following the birth or adoption as the case may be.

Benefits shall, nevertheless, accrue 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. Failure to apply for registration of such a child, as a dependant, within the prescribed period, shall result in a three (3)-month waiting period in respect of benefits for the child.

13. CHANGE OF MEMBER DETAILS

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

14. CONTRIBUTIONS

The total monthly contributions payable by a member shall be indicated in Annexure 'A' hereto, as amended from time to time provided;

- 14.1 Government pays 50% monthly contributions and the employee pays 50% monthly contributions.
- 14.2 Individual membership contributions shall be payable at 100% monthly contributions by the employee from source.

15. LIABILITIES OF EMPLOYERS AND MEMBERS

- 15.1 The liability of an employer shall be limited to its portion of the member's unpaid contributions.
- 15.2 The liability of a member shall be limited to the amount of his unpaid contributions together with any sum disbursed by the Scheme on his behalf or on behalf of his dependants which the member is liable to repay to the Scheme under these Rules and which has not been repaid by him to the Scheme. In the event of any member ceasing to be a member, any amount owing by the member to the Scheme in respect of himself or his dependants may be recouped out of any moneys in the hands of the employer by arrangement with such member.

16. BENEFITS

- 16.1 Subject to the limitations imposed by these Rules, members shall be entitled to benefits as per Annexure 'B' (as amended from time to time) and such benefits shall extend through the member to his dependant(s); provided that such benefits shall only accrue from the admission date of the member, and in the case of a dependant the date of admission of the dependant.
- 16.2 A member shall choose their preferred benefit option and pay the contribution relevant to such an option. He may only transfer from one benefit option to the other on the first day (01 April) of the financial year of the Scheme; provided that he has given one (1) month written notice of his intention to do so.
- 16.3 Notwithstanding the provisions of Rule 16.2 above, a member who meets the criterion set for HIV/AIDS and chronic disease monitoring and/or treatment, may at any given time during the course of the Scheme's financial year, and at the discretion of the Management Committee, transfer from the Standard Benefit Option to the High or Premium benefit options. However, the option to transfer from the Standard Benefit Option to the High or Premium benefit options for chronic diseases other than HIV/ AIDS monitoring and/or treatment, shall only be exercised subject to three (3) years prior membership of the Scheme.
- 16.4 The Management Committee shall have the right to withdraw or refuse payment of benefits to members whose contributions are more than three (3) months in arrears, and where accounts have been paid in accordance with Rule 18, the member shall be liable to repay to the Scheme the full amount so paid.
- 16.5 The employer shall be required, on a monthly basis, to submit to the Administrator or the Scheme, a list of all transferred, terminated, resigned or retired employees, for reconciliation and billing. Failure to do so shall leave the employer liable to any costs associated with such an omission and/or failure to do so.
- 16.6 No member shall cede, assign or transfer to any third party any claim, or part of a claim, which he may have against the Scheme, and any such cession, assignment or transfer shall be of no force and effect and shall not be recognised by the Scheme.
- 16.7 Expenses incurred outside Botswana shall be paid in Botswana currency in accordance with the recognised tariffs or authorized rate applied to local tariffs and the Rules or at the rate charged, whichever is the lesser provided;
- 16.7.1 preauthorisation was sought from the Scheme before services were undertaken, except for emergencies;
- 16.7.2 member paid in full for services incurred and subsequently submits his/her claim to the Scheme for reimbursement;
- 16.8 The Scheme shall not make upfront payments to service providers for services not rendered to members.
- 16.9 The Scheme from time to time may provide incentives which would be reviewed from time to time at the discretion of Management Committee for those members that do not utilise their benefits.

17. CONTRACTING WITH SERVICE PROVIDERS

The Scheme reserves the right to register, refuse registration and/or to de-register any service provider.

18. PAYMENT OF ACCOUNTS

- 18.1 The liability of the Scheme to reimburse any member shall lapse six (6) months from the date on which the services were rendered provided the services were not paid for by the member at the time of service. Where a member has paid upfront for such claims a member shall submit claims for reimbursement within three (3) months of such service.
- 18.2 The liability of the Scheme to pay the account directly to any service provider, shall lapse three (3) months from the date on which the services were rendered.

- 18.3 Where a claim is submitted after the lapse of the three (3) months period, the Management Committee may, at its discretion, accept or reject the claim. In the event of acceptance, a penalty for late submission may be imposed.
- 18.4 The Management Committee may decline payment to any health professional, or decline reimbursement to any member who has made prior payment to a health professional, in circumstances where the said health professional is either not registered with the Scheme and/ or has not entered into a direct reimbursement agreement with the Scheme as may be required by the Scheme from time to time.
- 18.5 Every member and/or dependant shall, at every point of service, be required to make a co-payment of 10% of the total cost of service, plus Value Added Tax, at such rate as may be prescribed from time to time, except if exempted per Rules 18.6 and 18.7. However, government sponsored students who are Scheme Principal members shall be exempt from the 10% co-payment and VAT payments for services accessed outside Botswana.
- 18.6 The Scheme shall pay 100% of all bills incurred by the member/dependant, including the 10% co-payment, where such bills are cumulatively or otherwise in excess of P10 000 in any one (1) financial year, subject to availability of benefits and agreed tariffs.
- 18.7 The Scheme may waive the payment of the 10% co-payment where the beneficiary has a chronic condition, including HIV/AIDS, and is registered on the Scheme's Managed Care Programme.
- 18.8 The Management Committee shall have the right to withdraw, put on suspension or refuse payment of benefits to members whose contributions are more than two (2) months in arrears, and where an account has been paid in accordance with Rule 18, the member shall be liable to repay to the Scheme, the full amount.

19. ADMINISTRATION COSTS

The Management Committee shall ensure that the cost of administration for the Scheme does not exceed 14% of gross annual subscriptions.

20. CLAIMS PROCEDURE

- 20.1 Every claim, submitted to the Scheme in respect of the rendering of any service, or the supply of any medicine, requirements, or accommodation in a hospital or nursing home, shall be accompanied by an invoice, signed by the member or dependant certifying the validity thereof.
- 20.2 Notwithstanding the provisions of Rule 20.1 above, in cases where electronic accounts / claims are submitted, the Scheme shall reserve the right to satisfy itself of the truth and correctness of such accounts/claims. The service provider shall avail to the Scheme or its designated representatives, upon request, original copies of accounts/statements duly signed by the member or his dependant(s) as proof that the services for which the Scheme has been billed were provided as stated in the accounts/statements submitted to the Scheme for reimbursement.
- 20.3 Every claim submitted as per Rules 20.1 and Rule 20.2, shall contain the following particulars:
- 20.3.1 the surname and initials of the member.
 - 20.3.2 the first name of the patient as indicated on the membership card.
 - 20.3.3 the name of the benefit option.
 - 20.3.4 the membership number of the member.
 - 20.3.5 the practice code, name and signature of the health professional or the service provider rendering the service, where applicable.
 - 20.3.6 the date on which the service was rendered.
 - 20.3.7 the nature of the service and international classification of disease (ICD) and/ or current procedural terminology (CPT) code or diagnosis code from time to time
 - 20.3.8 Members should submit invoices written in English Language if not so an official and certified interpretation for that particular invoice should be provided.
 - 20.3.9 the code number of the item of the recognised tariff, where applicable.

- 20.3.10 where the account is a photocopy of the original, certification by the service provider by way of a rubber stamp and signature of such a photocopy.
- 20.3.11 the name of the referring health professional; where such referral is in respect of pathology or laboratory services, physiotherapy, dietetics, speech therapy, occupational therapy, psychology or any other paramedic / allied / associated health services. A copy of the letter of referral shall be attached to the statement of account.
- 20.3.12 in the case where an account or statement refers to the use of an operating theatre, where an operation was performed on the member or a dependant of that member:
- (a) the name of the health professional who performed the operation concerned.
 - (b) the name(s) of the health professional(s) or practitioners who assisted in such an operation.
- 20.3.13 in the case where a pharmacist supplied medicine on the strength of a prescription to a member or a dependant of that member, as addendum to the account or statement, an original copy or a photocopy of the prescription certified by the pharmacist, as a true and correct copy or photocopy of such a prescription.
- 20.3.14 in respect of orthodontic treatment, a statement containing the following shall accompany the first account:
- (c) the tariff code in accordance with the scale of benefits for the treatment.
 - (d) Treatment Plan indicating the following:
 - i) the total cost to be charged for the treatment by the orthodontist.
 - ii) the duration of the treatment.
 - iii) the initial primary amount payable by the member.
 - iv) the monthly amount that the member shall pay.
- 20.4 The Scheme reserves the right to return to the service provider, all claims, either not submitted in the prescribed format or not legible.
- 20.5 Where any account has been paid by a member, he shall, in support of his claims, submit a receipt as proof of payment.
- 20.6 Account(s) for treatment of injuries shall be supported by a statement, setting out particulars of the circumstances under which the injury was sustained, as and when required by the Management Committee.
- 20.7 The Management Committee may require that, where possible, a claim be certified by the member.
- 20.8 The liability of the Scheme to process claims re-submitted for whatever reason, shall lapse two (2) months following the date on which it was first paid.
- 20.9 The payment of claims shall always be subject to the provisions of Rule 18.

21. BENEFITS EXCLUDED

Unless otherwise decided by the Management Committee, expenses incurred as indicated in paragraph 2 of Annexure 'C' (as amended from time to time) shall not be paid by the Scheme.

22. LIMITATION OF BENEFITS

The maximum amount of benefits available to a member and his dependants during a financial year is limited as indicated in paragraph 1 of Annexure C, as amended from time to time.

23. EX-GRATIA PAYMENTS

23.1 Except in the event of a dread disease, the Management Committee may, in its absolute discretion, make ex-gratia awards to members in distressed circumstances.

- 23.2 Application for ex-gratia payment should be submitted to the Scheme within six (6) months from date of service. The Management Committee may under exceptional circumstances consider ex-gratia payments submitted beyond six (6) months from date of service. Application for ex-gratia payment may be submitted three (3) times in any financial year provided that the amount of each invoice per submission after calculations is not less than Five Hundred Pula (P500.00)
- 23.3 The Management Committee shall make decisions on ex-gratia awards however, the Management Committee may delegate the said decision to officers of the Scheme so authorised by the Management Committee subject to a criteria as may be decided from time to time.
- 23.4 Applications for ex-gratia shall be made on a prescribed form and the resultant award shall, amongst other factors, be based on the number of years a member has been with the Scheme, number of dependants, member's income or household income for married members, and the exhausted annual benefit limit(s), provided a member has not exhausted their overall annual benefit limit.
- 23.5 The decision of the Management Committee in respect of any request for an ex-gratia payment shall be final and binding upon the member concerned.

24. MANAGEMENT

- 24.1 The affairs of the Scheme shall be managed according to these Rules by a Management Committee consisting of not more than eight (8) members, six (6) of whom shall be representatives of critically essential major stakeholders appointed by the Appointing Authority and two (2) independent members with required skills, to be appointed by the Appointing Authority from time to time.
- 24.2 The Appointing Authority shall take into account the requisite skills and expertise, as shall be prescribed in terms of these Rules when appointing a person into the Management Committee from time to time, and shall without limitation, include qualification in the following areas:
- 24.2.1 Finance & Accounting
 - 24.2.2 Administration
 - 24.2.3 Economics
 - 24.2.4 Law
 - 24.2.5 Actuarial Sciences
 - 24.2.6 Health
 - 24.2.7 Social Welfare
- 24.3 A Management Committee member shall remain in office for a maximum period of three (3) years; save that at the end of his term of three (3) years, the incumbent may be re-appointed by the Appointing Authority.
- 24.4 A Management Committee member may be withdrawn and replaced at any time by the Appointing Authority. Conclusion of such a withdrawal and replacement shall be on the basis of a related written notice to the Management Committee.
- 24.5 The Management Committee shall be empowered to co-opt as additional Management Committee members (who need not be Scheme members) for any special purpose whenever necessary. A co-opted member may participate in the deliberations of the Management Committee but shall have no voting power.
- 24.6 More than half of the members of the Management Committee (excluding a co-opted member, shall constitute a quorum at the Management Committee meetings.
- 24.7 The Chairman of the Management Committee shall be the Permanent Secretary, Ministry of Health. In his absence, the Vice-Chairman of the Scheme, who shall be appointed from among the representatives of the critically essential stakeholders, shall act as the Chairman.
- 24.8 In the absence of both the Chairman and Vice-Chairman at a meeting of the Management Committee, members present shall elect one among themselves to preside over the proceedings.
- 24.9 Decisions of the Management Committee shall be by a majority vote. In the event of an equality of votes the Chairman shall have a casting vote in addition to his deliberative vote.

- 24.10 The individual members of the Management Committee shall at all times disclose any interest, whether it be pecuniary or otherwise, whether directly or indirectly, which they may have in any company or entity which may contract or otherwise deal with the Scheme. If such disclosure is made in writing, and provided the Management Committee has approved the same, the Management Committee member shall not be disqualified thereafter for possession of such interest or in respect of any profit therefrom, provided that where a Management Committee member has an interest in any matter, he shall recuse himself from any Management Committee proceedings dealing with such matters.
- 24.11 member of the Management Committee shall cease to hold office if:
- 24.11.1 he resigns; or
 - 24.11.2 he dies; or
 - 24.11.3 he is declared insane or is incapable of managing his affairs; or
 - 24.11.4 he is declared insolvent or has surrendered his estate for the benefit of his creditors; whether in Botswana or elsewhere; or
 - 24.11.5 he is convicted of criminal offence; or
 - 24.11.6 he is removed by a competent Court from any office of trust on account of misconduct; or
 - 24.11.7 he is withdrawn by the Appointing Authority; and
 - 24.11.8 he absents himself from three (3) consecutive meetings of the Management Committee without the prior permission of the Chairman.
- 24.12 The Management Committee shall meet quarterly. However, the Chairman may convene a special meeting of the Management Committee should the necessity arise. A majority of the members of the Management Committee may also request the Chairman to convene a special meeting of the Management Committee; provided the matters to be discussed at the meeting are clearly stated in the request. Upon receipt of the request, the Chairman shall, within seven (7) days after such receipt, convene a special meeting of the Management Committee to deal with the matters stated therein.
- 24.13 The Appointing Authority may appoint an alternate to a substantive member of the Management Committee. Such an alternate shall be entitled to attend all meetings and proceedings in which, and on all occasions when, the substantive member shall not be present.
- 24.14 The Management Committee may delegate any of its powers and functions to a Sub-Committee consisting of such of its members, the Principal Officer or his representative, representatives of the Administrator, or any such individuals as it may nominate; provided that a Sub-Committee so appointed shall in the exercise of its powers conform to any rules or instructions that may be imposed on or issued to it by the Management Committee.
- 24.14.1 Such Sub-Committees may include but not be limited to the Finance & Audit Sub-Committee, Investment Sub-Committee, Remuneration Sub-Committee and Risk & Compliance Sub-Committee.
 - 24.14.2 The Management Committee shall determine and reduce to writing the Terms of Reference and Scope of Work for each Sub-Committee, including Code of Conduct.
- 24.15 A resolution in writing signed by more than half of the Management Committee members, shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly called and constituted; provided that where a Management Committee member is not so present but has an alternate who is so present, then such resolution shall be signed by such alternate. Any such resolution may consist of several documents in like form, each signed by one or more Management Committee members.
- 24.16 The Management Committee shall cause the proceedings of all Annual, Special General and Management Committee meetings to be properly minuted and the minutes of such meetings shall be laid before the first succeeding meeting. If the minutes of any such meeting are accepted and confirmed as correct, they shall be signed by the Chairman.
- 24.17 Members of the Management Committee shall be entitled to remuneration, honorarium or any other fee in respect of services rendered in their capacity as members of the Management Committee, as may be determined by the Management Committee from time to time.

24.18 The Scheme shall bear all travel and accommodation expenses to facilitate attendance of meetings by the substantive Management Committee member and/or alternate members and/ or Sub-Committee member's resident outside Gaborone; at such rates and within such further parameters as shall be determined by the Management Committee from time to time.

24.19 In exercising their function, the members of the Management Committee shall at all times owe a fiduciary duty to the Scheme and shall at all times act in the best interest of the Scheme and its beneficiaries.

25. ADMINISTRATOR

The Management Committee shall appoint an Administrator, as defined in Rule 4.1, for the proper execution of the business of the Scheme, and shall also determine the terms and conditions of the appointment. The Management Committee shall have the power to take all the necessary steps and to sign and execute all the necessary documents to ensure the due fulfilment of the Scheme's obligations regarding the appointment. The Management Committee shall have the power to terminate the services of the Administrator, but this may only be effected by means of a resolution adopted at a Special Meeting of the Management Committee: convened for this specific purpose.

26. PRINCIPAL OFFICER

The Management Committee may appoint a Principal Officer, whose duties and responsibilities are as defined in Rule 27

27. DUTIES OF THE PRINCIPAL OFFICER, CHAIRMAN, MANAGEMENT COMMITTEE AND THE ADMINISTRATOR

27.1 The Principal Officer, who shall be appointed by the Management Committee and who qualifies as such under the applicable laws and who shall, under the direction and supervision of the Management Committee provide secretarial services to the Scheme; which services shall, without limitation include: -

- 27.1.1 issuance of all notices of meetings and responding to all enquiries in relation to notices of meetings.
- 27.1.2 attendance at all meetings of the members, Management Committee and of any duly appointed Committee(s).
- 27.1.3 ensuring recording of proceedings of all meetings of members, Management Committee and of any duly appointed Committee; and, together with the Chairman, ensure that the minutes of all proceedings are signed as a true and correct record of the proceedings.
- 27.1.4 responsibility for the preparation and submission of all statutory returns.
- 27.1.5 responsibility for the development and maintenance of an up-to-date record of the Management Committee and Sub-Committees of the Scheme.
- 27.1.6 communication with members regarding any changes to the Scheme Rules and benefits, annual contribution increases and/or any other communication to the members, service providers and stakeholders, as may be necessary, in furtherance of the objects of the Scheme.
- 27.1.7 the procurement of services on behalf of the Scheme, subject to approval by the Management Committee and ensuring that service providers to the Scheme and its beneficiaries are appropriately contracted and provide services in accordance with signed service level agreements.
- 27.1.8 carrying out of all duties as are necessary for the proper execution of the business of the Scheme, as the Management Committee may direct, from time to time.

27.2 The Management Committee shall ensure that the Scheme is managed in accordance with the requirements of any legislation and the Rules of the Scheme.

27.3 The Management Committee shall advise the employer in writing within fourteen (14) days of receiving monthly financial results should such financial results of the Scheme reflect technical insolvency.

27.4 The Administrator shall:

- 27.4.1 be represented at all meetings of the members, Management Committee and of any duly appointed Sub-Committee;
- 27.4.2 arrange for the collection of contributions, banking of funds and processing such payments as authorised

28. POWERS OF THE MANAGEMENT COMMITTEE

The Management Committee is, on behalf of the members, empowered to:

- 28.1 open banking accounts in the name of the Scheme.
- 28.2 in respect of any moneys not immediately required to meet current obligations of the Scheme, lend, invest, place on deposit, make advances or otherwise to deal with such moneys upon such securities and in such manner as the Management Committee may from time to time determine; and to realise, vary, re-invest or otherwise deal with such securities as it may from time to time determine.
- 28.3 to borrow money from any financial institution and/or any other reputable source against the security of the Scheme's assets, where applicable.
- 28.4 to issue financial guarantee(s) against any assets of the Scheme, in respect of any loan(s) issued towards any development project and/or whatever the case maybe, in furtherance of the objects of the Scheme.
- 28.5 Appoint through a tendering process, consultants, amongst others, Asset Consultants, Investment Managers, Actuaries and/or any such other service providers or consultants as may be necessary for the proper discharge of the objects of the Scheme.
- 28.6 do any act which is in furtherance of the objects of the Scheme or for improving the efficiency of the Scheme, provided that such act does not conflict with any provisions of these Rules.
- 28.7 Provide and present reports at Annual or Special General Meetings on annual basis, or as and when there is need to do so.

29. DISCRETIONARY POWER OF THE MANAGEMENT COMMITTEE

- 29.1 Any matters not specifically covered by these Rules shall be left to the discretion of the Management Committee; provided that the decision of the Management Committee shall not be inconsistent with these Rules.
- 29.2 Without detracting from the generality of the a foregoing, but subject always to Rule 40.1.1 and 40.1.2, the Management Committee may in its discretion amend these Rules from time to time to improve the efficiency of the Scheme.

30. SIGNING OF DOCUMENTS

Every contract or document binding the Scheme or any documents authorising the performance of any act on behalf of the Scheme shall be signed by either the Chairman or Vice-Chairman and another member of the Management Committee, the Principal Officer of the Scheme. The Management Committee shall be empowered to authorise such of its members as it may approve from time to time and upon such terms and conditions as may be approved by it, to be the second signatory on any document.

31. INDEMNIFICATION

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

32. FIDELITY GUARANTEE

The Management Committee shall ensure that the Scheme is insured as far as reasonably possible against loss resulting from the dishonesty or fraud of any of its officers (including members of the Management Committee) having the receipt or charge of moneys or securities belonging to the Scheme.

33. BANKING ACCOUNTS

Subject to the approval of the Management Committee, the Scheme shall maintain one or more banking accounts with one or more registered commercial banks. All moneys received shall be deposited into the bank account(s) and all payments shall be effected by cheque under the signature of persons appointed in terms of Rule 30 or where so authorised by electronic direct credit or telegraphic transfer.

34. AUTHORITY FOR PAYMENTS

- 34.1 All disbursements shall be approved by the Management Committee provided that such authority may be delegated to the signatories in terms of Rule 30.
- 34.2 Notwithstanding Rule 33, the Management Committee may authorise the Administrators to operate a special Scheme Settlement Account for purposes of paying claims and making other day-to-day disbursements as authorised by the Management Committee from time to time.

35. GENERAL MEETINGS OF MEMBERS

35.1 Annual General Meeting

- 35.1.1 An Annual General Meeting of members shall be held within six (6) months from the end of each financial year, and at such time and place as the Management Committee shall determine for the purpose of:
- (i) receiving and adopting the audited annual financial statements together with the report of the Management Committee on the past year's financial and operational performance of the Scheme.
 - (ii) the appointment of External Auditors for the Scheme
 - (iii) any other business for which due notice has been given
- 35.1.2 The notice convening the Annual General Meeting containing the agenda shall be dispatched at least twenty-one (21) days before the date of the meeting to all members and the employer, in such format as the Management Committee may prescribe from time to time, and shall without limitation include hard copies, e-mail, CDs and the Scheme website. The non-receipt of the notice by a member shall, however, not invalidate the proceedings of the meeting.

35.2 Special General Meeting

- 35.2.1 The Management Committee may, whenever it thinks desirable, convene a Special General Meeting of members, of which no less than 28 days' notice shall be given, or upon receipt of a requisition signed by not less than 10 members for every 1,000 members (1 percent) of members registered on the Scheme at the date of the issue of notice for such a meeting. In the latter case, the Special General Meeting is to be held 20 days after receipt of the requisition. Notice, stating full particulars of the object of the meeting, shall be given mutatis mutandis, in the manner provided for in Rule 35.1.2. The meeting shall be held at such time and place as the Management Committee shall determine.
- 35.2.2 Any requisition shall specify the objects of the meeting requisitioned; shall be signed by the members making such requisition; and shall be deposited at the registered office of the Scheme.

35.3 Quorum

- 35.3.1 The quorum for an Annual General Meeting and for a Special General Meeting shall be not less than 10 members for every 1,000 members (1 percent), registered as members at the date of issue of notice of the Annual General Meeting or Special General Meeting as the case may be, either present in person or represented by proxy.
- 35.3.2 If a quorum is not present at an Annual General Meeting or at a Special General Meeting called by the Management Committee after the lapse of 30 minutes from the time fixed for the commencement of the meeting, the meeting shall stand adjourned until the same day and time of the next week and the members then present shall form a quorum; provided that if the same day of the next week is a public holiday the meeting shall stand adjourned until 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 30 minutes from the time fixed for the commencement of the meeting, the meeting shall be cancelled.

35.4 Proxies

Any member shall be entitled to be present at any general or special meeting in person or represented by proxy, provided that such proxy shall be in the form prescribed by the Management Committee from time to time and shall reach the Administrator less than 24 hours prior to the time for the holding of a general meeting.

36. VOTING AT MEETINGS OF MEMBERS

Every member who is personally present or represented by proxy at a meeting of members of the Scheme and whose contributions are not in arrears shall have the right to vote at the meeting. The Chairman shall determine whether voting shall be by ballot or by a show of hands; provided that where members are called upon to vote on any matter which affects the rate of contribution or the nature or extent of the benefits, the voting shall be by ballot. In the event of the votes at the meeting being equal, the Chairman shall have a casting vote in addition to a deliberative vote.

A resolution passed at a meeting of members, other than for the continuation of the Scheme in terms of Rule 38.1 shall be treated as a recommendation to the Management Committee who shall deal with it as they shall determine.

37. SETTLEMENT OF DISPUTES

A Disputes Committee of three (3) members shall be appointed by the Management Committee. Any dispute which may arise between a member, prospective member, former member or a person claiming on behalf of such member and the Scheme or an officer of the Scheme, shall be referred by the Management Committee to the Disputes Committee for review; provided that such member or the person claiming on behalf of such member shall have the right to be heard before such a Committee either in person or through a representative. The decision of the Disputes Committee shall be final and binding; provided that such decision is not inconsistent with these Rules.

38. TERMINATION OR DISSOLUTION

38.1 The Botswana Government may, on six (6) month's written notice given to the Management Committee, terminate the Scheme; provided that if two-thirds of the members present at a duly constituted meeting of members called by the Management Committee for the purpose in terms of Rule 38 elect to continue the Scheme without the employer's contributions, the Rules shall be amended and the Scheme shall be continued.

38.2 Should the Management Committee or the members in a meeting of members decide that the Scheme should be dissolved; the Management Committee shall dispatch to every member by ordinary mail to his place of employment, a memorandum containing the reasons for such a step, together with a ballot paper. Every member shall be requested to return his ballot paper duly completed before or by the specified date. If at least 50 percent (50%), or such lower percentage as the employer shall decide, of the members return their ballot papers duly completed and if the majority thereof are in favor of the dissolution of the Scheme, the Management Committee shall take a formal decision that the Scheme shall be dissolved with effect from the specified date from which date no further contributions shall be payable to the Scheme.

38.3 If a decision to dissolve the Scheme has been taken in terms of Rule 38.2 the assets of the Scheme, after discharging all the liabilities, shall be distributed to any organisation which falls within the ambit of the tax exemption status provided by item (ix) of Part 1 of the Second Schedule of the Income Tax Act.

39. PERUSAL OF DOCUMENTS

39.1 Any member shall on request be supplied by the Scheme, free of charge, a copy of the latest audited financial statements of the Scheme.

39.2 Additional copies of the documents mentioned in Rule 39.1 and Rule 9 shall be supplied by the Scheme on application and upon payment of a charge per copy, as may be determined by the Management Committee from time to time.

39.3 A member shall be entitled to inspect free of charge at the registered office of the Scheme or the office of the Administrator, any of the following documents and make copies thereof:

39.3.1 the Rules of the Scheme.

39.3.2 the latest audited financial statements of the Scheme.

39.3.3 and the latest auditor's report of the Scheme.

40. AMENDMENT OF THE RULES

40.1 Unless otherwise provided for in these Rules, the Management Committee shall be entitled to alter or rescind any Rule or annexure or to make any additional Rule or annexure, provided that:

40.1.1 no alteration, rescission or addition which affects the objects of the Scheme (as defined in Rule 5) or which increases or decreases the rates of contributions or which increases or decreases the extent of benefits shall be valid unless approved by the employer;

- 40.1.2 no alternation, rescission or addition which affects the objects of the Scheme, or which increases or decreases the rates of contribution or increases or decreases the extent of benefits by more than 25 percent (25%) during any financial year shall be valid unless it has been approved by a majority of the members present or represented by proxy at a meeting of the members convened in the manner provided for in Rule 35.2 or by ballot, arranged in the manner prescribed by Rule 38.2.
 - 40.1.3 Details of amendments shall be submitted as soon as possible to employers who shall make such amendments known to the members who are in their employ.
- 40.2 Generally, the Rules shall be reviewed on an annual basis.

A. ANNEXURE A CONTRIBUTION TABLES

(Effective 01 April 2018)

PREMIUM BENEFIT OPTION

The total contribution payable in respect of a member (half of which is payable by the employer) is based on the income of the member and the number of dependants. Contributions are payable monthly in arrears and are shown on the table below.

Premium Benefit Option

Monthly Basic Salary	Contributors	Principal Member	Adult Dependant	Child Dependant
Up to P3,500	Member	373	223	149
	Employer	373	223	149
	Total Contribution	746	446	298
P3,501 - P5,500	Member	479	287	192
	Employer	479	287	192
	Total Contribution	958	574	384
P5,501 - P8,000	Member	559	337	227
	Employer	559	337	227
	Total Contribution	1118	674	454
P8,001+	Member	590	355	237
	Employer	590	355	237
	Total Contribution	1180	710	474

High Benefit Option

The total contribution payable in respect of a member (half of which is payable by the employer) is based on the income of the member and the number of dependants. Contributions are payable monthly in arrears and are shown on the table below.

Member Categories

M+0	Member without dependants
M+1	Member with one dependant
M+2	Member with two dependants
M+3	Member with three dependants
M+4	Member with four dependants
M+5+	Member with five or more dependants

Monthly Basic Salary	Contributors	M+0	M+1	M+2	M+3	M+4	M+5+
Up to P3,500	Member	260	387	403	437	464	496
	Employer	260	387	403	437	464	496
	Total Contribution	520	774	806	874	928	992
P3,501 - P5,500	Member	334	430	470	513	552	605
	Employer	334	430	470	513	552	605
	Total Contribution	668	860	940	1026	1104	1210
P5,501 - P8,000	Member	392	461	519	569	618	672
	Employer	392	461	519	569	618	672
	Total Contribution	784	922	1038	1138	1236	1344
P8,001+	Member	413	488	546	605	656	708
	Employer	413	488	546	605	656	708
	Total Contribution	826	976	1092	1210	1312	1416

Standard Benefit Option

The total contribution payable in respect of a member (half of which is payable by the employer) is based on the income of the member and the number of dependants. Contributions are payable monthly in arrears and are shown on the table below.

Member Categories

M+0	Member without dependants
M+1	Member with one dependant
M+2	Member with two dependants
M+3	Member with three dependants
M+4	Member with four dependants
M+5+	Member with five or more dependants

Monthly Basic Salary	Contributors	M+0	M+1	M+2	M+3	M+4	M+5+
Up to P600	Member	110	154	162	177	203	232
	Employer	110	154	162	177	203	232
	Total Contribution	220	308	324	354	406	464
P600+	Member	146	187	192	209	243	267
	Employer	146	187	192	209	243	267
	Total Contribution	292	374	384	418	486	534

Income qualification for Special Dependants

The income qualification in respect of a special dependant registered in terms of Rules 4.11.3.1 and 4.11.3.2 shall not be more than the minimum wage paid by the Government of Botswana, from time to time.

Adult Child Dependent Cover

Adult Child Dependent		
Benefit Option	Contribution by Age Category	
	21-30 years	31-35 years
Standard	229	236
High	357	452
Premium	491	703

Parents Dependent Cover

Parent Dependent	
Benefit Option	Per Parent (up to a max of four (4) Parents per parent)
Standard	296
High	1,180
Premium	N/A

B. ANNEXURE B - BENEFIT SCHEDULES

1. BENEFIT COMMENCEMENT DATE

Employees, pensioner and widow members and their dependants are entitled to the following benefits with regard to treatment received from the first date of membership as may be determined by the management committee from time to time.

2. PRORATION BENEFIT OF ANNUAL BENEFIT MAXIMA IN THE FIRST YEAR OF MEMBERSHIP

In the first year of membership the annual benefit maxima shall be prorated based on the number of membership months left in that financial year.

3. RECOGNISED TARIFF

“**Recognized tariff**” in Botswana means the total account value rendered by General Practitioners, Dentists, Specialists, Pharmacists for prescribed medicines, Hospitals, Physiotherapists, Opticians, Paramedical and Allied/Associated Health Service practitioners/organizations as determined by Management Committee

Where services are procured outside Botswana the benefit is limited to the tariffs as may be determined by the Management Committee from time to time.

4. SCOPE OF BENEFITS

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

Member Categories

M+0	Member without dependants
M+1	Member with one dependant
M+2	Member with two dependants
M+3	Member with three dependants
M+4	Member with four dependants
M+5+	Member with five or more dependants

Premium Benefit Option

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Overall Limit (Annual Basic Limit + Dread Disease Cover)		500,000	500,000	500,000	500,000	500,000	500,000	Per family per annum
Annual Overall Limit (Including hospitalisation)		200,000	200,000	200,000	200,000	200,000	200,000	
Dread Disease Cover		300,000	300,000	300,000	300,000	300,000	300,000	

1. Medical Practitioners	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
1.1. General Medical Practitioners on an out-patient basis: Consultations / visits	90%	10 Visits						Per beneficiary per annum
1.2. Specialists Medical Practitioners, including Psychiatrists: Consultations / visits		Up to Annual Overall Limit						Per family per annum
1.3 Other medical non-surgical & surgical procedures, operations, anaesthetics and professional services, including confinement services		Up to Annual Overall Limit						
1.4. Confinement Facility Fees								
1.4.1. Normal		8,800	8,800	8,800	8,800	8,800	8,800	Per Beneficiary per annum
1.4.2. Caesarean	13,650	13,650	13,650	13,650	13,650	13,650		

2. Physiotherapy	90%	Up to Annual Overall Limit and upon referral by a medical doctor						Per family per annum
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3. Dentistry	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
3.1. Maxilo-facial & oral surgery	90%	Up to Annual Overall Limit						Per family per annum
3.2. Conservative dentistry including Plastic based dentures								
3.3. Limited Dentistry								
3.3.1. Inlays, crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics						8,000		

4. Medicines (non-antiretroviral drugs)	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
4.1. Overall Medicines Limit	90%	3,440	6,190	6,880	7,310	7,910	8,600	Per family per annum

4.1.1. Pharmacy only Medicines (Over the counter medicines)		1,030	1,860	2,060	2,190	2,370	2,580	
4.1.2. Prescription only medicines		2,410	4,330	4,820	5,120	5,540	6,020	
4.1.3 Injection materials supplied/ administered by medical practitioner, dentist or authorised health professional		Up to overall medicines limit (up to 4.1)						

5. Government and Private Hospitals (in-patient) Subject to pre-authorisation and Case Management	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
5.1. Accommodation (General ward)	90%	Up to annual overall limit						Per family per annum
5.2. Intensive care or High care		Up to annual overall limit						
5.3. Recovery Room Fees								
5.4. Medicines, materials & apparatus								
5.5. Theatre fees								
5.6. Prosthesis used in surgery		Up to 30,000 per case per annum						Per case per annum

6. Allied Health Professionals	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
6.1. Audiology and/or Speech Therapy	90%	7,20 (For any one of a combination of 6.1 to 6.4)						Per family per annum
6.2. Dietetics								
6.3. Clinical Psychology								
6.4. Occupational Therapy								
6.5. Physiotherapy		Up to annual basic limit						Per case
6.6. Ambulance (Inter-hospital transfer)		3,500 per case						
6.7. Blood Transfusion		Up to annual basic limit						Per family per annum
6.8. Medical Assistive Devices		3,000	5,400	6,150	6,375	6,900	7,500	
6.9. Medical and Surgical Appliances		480	860	980	1,020	1,100	1,200	
6.10. Consulting Nurse (Family Nurse Practitioner)		At a consultation tariff equivalent to half that of a general practitioner						
6.11. Step-down Facility		Maximum 21 days in any one (1) financial year and at agreed tariff						
6.12. Home-based Nursing		1,400	2,520	2,800	2,975	3,220	3,500	
6.13. Wheel Chair		3,500 per beneficiary once every three (3) financial years						

7. Optical	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
7.1 Eye test by Optometrist	90%	At agreed tariff and up to annual overall limit						Per family per annum
7.2 Orthoptistry		670	670	670	670	670	670	Per beneficiary per two financial years
7.3 Spectacles and Contact lenses and contact lenses solutions		2,200	2,200	2,200	2,200	2,200	2,200	
8. Associated Health Services	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
8.1. Chiropractic	90%	480	860	960	1,020	1,100	1,200	Per family per annum
8.2. Homeopathy or Naturopathy		480	860	960	1,020	1,100	1,200	
8.3. Acupuncture		520	1,050	1,295	1,365	1,440	1,500	
8.4. Chiropody		1,600	1,600	1,600	1,600	1,600	1,600	
9. Safe Male Circumcision (HIV prevention only)	90%	1,200 per case						Per beneficiary per annum
10. Surgical Contraception (Preauthorisation required)	90%	Up to annual overall limit						Per family per annum
11. Specified Conditions (subject to pre-authorisation and annual basic limit or balance thereof)	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
11.1. Psychiatry Medicines	90%	12,000						Per family per annum
11.2. Alcoholism and/ or Drug addiction (Rehabilitation)		12,000						
11.3. HIV/AIDS		10,703						Per beneficiary per annum
11.4. Chronic Medication (Non-Communicable Diseases (NCDs))		12,000						

High Benefit Option

Covered Conditions	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Overall Limit (Annual Basic Limit + Dread Disease Cover		300,000	300,000	300,000	300,000	300,000	300,000	Per family per annum
Annual Overall Limit (Including hospitalisation)		150,000	150,000	150,000	150,000	150,000	150,000	
Dread Disease Cover		165,000	165,000	165,000	165,000	165,000	165,000	
1. Medical Practitioners	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
1.1. General Medical Practitioners on an out-patient basis: Consultations / visits	90%	8 Visits						Per beneficiary per annum
1.2. Specialists Medical Practitioners, including Psychiatrists: Consultations / visits		Up to Annual Overall Limit						Per family per annum
1.3 Other medical non- surgical & surgical procedures, operations, anaesthetics and professional services, including confinement services		Up to Annual Overall Limit						
1.4. Confinement Facility Fees								
1.4.1. Normal		8,800	8,800	8,800	8,800	8,800	8,800	Per Beneficiary per annum
1.4.2. Caesarean		13,283	13,283	13,283	13,283	13,283	13,283	
2. Physiotherapy	90%	Up to Annual Overall Limit and upon referral by a medical doctor						Per family per annum
3. Dentistry	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
3.1. Maxilo-facial & oral surgery	90%	Up to Annual Overall Limit						Per family per annum
3.2. Conservative dentistry including Plastic based dentures								
3.3. Limited Dentistry								
3.3.1.Inlays, crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics					6,600			
4. Medicines (non-antiretroviral drugs)	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
4.1. Overall Medicines Limit	90%	3,200	5,750	6,425	6,800	7,410	8,015	Per family per annum
4.1.1.Pharmacy only Medicines (Over the counter medicines)		960	1,725	1,925	2,040	2,220	2,400	
4.1.2.Prescription only medicines including		2,240	4,025	4,495	4,760	5,190	5,615	
4.1.3 Injection materials supplied/ administered by medical practitioner, dentist or authorised health professional		Up to overall medicines limit (up to 4.1)						

5. Government and Private Hospitals (in-patient) Subject to pre-authorisation and Case Management	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
5.1. Accommodation (General ward)	90%	Up to annual overall limit						Per family per annum
5.2. Intensive care or High care		Up to annual overall limit						
5.3. Recovery Room Fees		Up to annual overall limit						
5.4. Medicines, materials & apparatus		Up to annual overall limit						
5.5. Theatre fees		Up to annual overall limit						
5.6. Prosthesis used in surgery		Up to 22,000 per case per annum						Per case per annum
6. Allied Health Professionals	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
6.1. Audiology and/or Speech Therapy	90%	6,300 (For any one of a combination of 6.1 to 6.4)						Per family per annum
6.2. Dietetics		6,300 (For any one of a combination of 6.1 to 6.4)						
6.3. Clinical Psychology		6,300 (For any one of a combination of 6.1 to 6.4)						
6.4. Occupational Therapy		6,300 (For any one of a combination of 6.1 to 6.4)						
6.5. Physiotherapy		Up to annual basic limit						Per case
6.6. Ambulance (Inter-hospital transfer)		1,115 per case						
6.7. Blood Transfusion		Up to annual basic limit						Per family per annum
6.8. Medical Assistive Devices		5,300	5,300	5,300	5,300	5,300	5,300	
6.9. Medical and Surgical Appliances		620	795	1,080	1,080	1,085	1,245	
6.10. Consulting Nurse (Family Nurse Practitioner)		At a consultation tariff equivalent to half that of a general practitioner						
6.11. Step-down Facility		Maximum 21 days in any one (1) financial year and at agreed tariff						
6.12. Home-based Nursing		595	750	770	795	860	875	
6.13. Wheel Chair		3,200 per beneficiary once every three (3) financial years						Per beneficiary once every three (3) financial years
7. Optical	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
7.1 Eye test by Optometrist	90%	At agreed tariff and up to annual overall limit						Per family per annum
7.2 Orthoptistry		670	670	670	670	670	670	Per beneficiary per two financial years
7.3 Spectacles and Contact lenses and contact lenses solutions		1,980	1,980	1,980	1,980	1,980	1,980	
8. Associated Health Services	%Of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
8.1. Chiropractic	90%	305	540	610	650	680	700	Per family per annum
8.2. Homeopathy or Naturopathy		305	540	610	650	680	700	
8.3. Acupuncture		425	860	1,065	1,120	1,180	1,230	
8.4. Chiropody		1,400	1,400	1,400	1,400	1,400	1,400	

9. Safe Male Circumcision (HIV prevention only)	90%	1,200 per case						Per beneficiary per annum
10. Surgical Contraception (Preauthorisation required)	90%	Up to annual overall limit						Per family per annum
11. Specified Conditions (subject to pre-authorisation and annual basic limit or balance thereof)	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
11.1. Psychiatry Medicines	90%			7,100				Per family per annum
11.2. Alcoholism and/ or Drug addiction (Rehabilitation)				3,200				
11.3. HIV/AIDS				10,703				Per beneficiary per annum
11.4. Chronic Medication (Non-Communicable Diseases (NCDs))				11,000				

Dread Disease Cover/ Benefit

Definition/Description of Dread Disease Cover / Benefit

The annual Dread Disease Benefit or a proportion thereof shall be available to cover all or any one (1) of the conditions listed below, subject to the Scheme Rules and pre-authorisation. The Cover is provided as a benefit per family per annum regardless of family size and is extended to maintenance treatment of the qualifying conditions.

The Dread Disease Cover is available to members of the Premium Benefit Option and High Benefit Option only. For each of the two (2) benefit options the annual overall limits are as follows:

- a) Premium Benefit Option: P300,000
- b) High Benefit Option: P165,000

In our context, Diagnosis shall mean A diagnosis by a registered health practitioner, supported by relevant clinical, radiological and laboratory evidence

For purposes of providing health cover beyond the annual overall limit through the Dread Disease Benefit, the following list and qualifying criteria shall apply:

	Qualifying Conditions and Descriptions	% of Recognised tariff	Dread Disease Annual Limit: Premium Option : P300,000 High Benefit Option : P165,000	Limit qualification
1	Heart Attack The death or final cessation of a full thickness portion of the heart muscle, due to in adequate blood supply to the relevant. The diagnosis will be based on the following criteria. i. A history of typical chest pain ii. New ECG changes and iii. The elevation of cardiac enzymes	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
2	Coronary Heart Disease Open by-pass surgery or surgical treatment of a coronary disease.	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
3	Stroke Any cerebrovascular occurrence which produces neurological sequel which lasts more than 24 successive hours and produces evidence of permanent neurological deficit, included herein shall be infraction (localized death because of inadequate blood supply) of brain tissue, intracranial (within the skull) and or subarachnoid haemorrhage and embolization (sudden blocking of blood vessels) from an extra cranial source.	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum

4	<p>Cancer A disease manifested by the presence of malignant tumour characterized by the uncontrolled growth and spread of malignant cells, and invasion of normal surrounding tissue, except, that, cancers diagnosed and treated by primary biopsy only: that is, not requiring any further surgical, medical (chemotherapy etc.) or radio-therapy, or other modalities are excluded. These excluded treatment areas will continue to be covered under basic /ordinary annual limits. For 'dread disease' purposes, the term Cancer shall also include leukaemia and Hodgkin's Disease (enlargement of lymph glands in the spleen, liver etc.) but shall exclude all skin cancers; except invasive and malignant melanomas. As with biopsies etc. treatment of skin cancer will be paid out of the base (ordinary) annual limits.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
5	<p>Kidney Failure End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis must be instituted.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
6	<p>Organ transplant The human to human transplant from a donor to the Fund's beneficiary, of one or more of the following organs: i. Kidney ii. Heart iii. Lung iv. Pancreas v. Bone marrow vi. Liver The transplant of all or other organs, parts of organs or any other tissue transplant is excluded.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
7	<p>Paraplegia The total and irreversible loss of the use of both limbs.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
8	<p>Blindness The total irreversible loss of vision in both eyes</p>		Up to the relevant benefit option's Dread Disease annual overall limit	
9	<p>Systemic Lupus Erythematosus (SLE) A chronic autoimmune disease that affects different parts of the body including heart, lungs, blood vessels, muscles, joints, kidneys, and the nervous system. Manifestation differs from person to person.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
10	<p>Multiple Sclerosis A disease or diagnosis by a suitably qualified specialist practitioner of the central nervous system, characterized by disseminated patches of demyelination (destroyed myelin tissue) in the brain or spinal cord-resulting in multiple neurological symptoms and signs, with remissions and exacerbations.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
11	<p>Motor vehicle/ Road traffic accident Treatment emanating from, or as a cause of the patient having been involved in a road traffic accident. The Fund's exposure will be limited to the extent of Annexure C Rule 2.8 (of the existing Rules) which provides that any other party (such as Motor Vehicle Accident Fund) who is liable fully or in part will contribute to treatment costs.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum
12	<p>Hepatitis C Treatment of chronic Hepatitis C as per standard treatment guidelines.</p>	90%	Up to the relevant benefit option's Dread Disease annual overall limit	Per family per annum

Standard Benefit Option

Covered Conditions	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
Annual Overall Limit (Including hospitalisation)		21,600	24,900	27,000	27,900	28,800	30,000	
1. Medical Practitioners	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
1.1. General Medical Practitioners on an out-patient basis: Consultations / visits	100%	6 Visits						Per beneficiary per annum
1.2. Specialists Medical Practitioners, including Psychiatrists: Consultations / visits		Up to Annual Overall Limit						Per family per annum
1.3 Other medical non- surgical & surgical procedures, operations, anaesthetics and professional services, including confinement services		Up to Annual Overall Limit						
1.4. Confinement Facility Fees								
1.4.1. Normal		8,000	8,000	8,000	8,000	8,000	8,000	Per Beneficiary per annum
1.4.2. Caesarean		12,650	12,650	12,650	12,650	12,650	12,650	
2. Physiotherapy	100%	Up to Annual Overall Limit and upon referral by a medical doctor						Per family per annum
3. Dentistry	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
3.1. Maxilo-facial & oral surgery	100%	Up to Annual Overall Limit						Per family per annum
3.2. Conservative dentistry including Plastic based dentures								
3.3. Limited Dentistry								
3.3.1. Inlays, crowns, bridgework, study models, metal base dentures and their repair, periodontics, prosthodontics and orthodontics		3,300						
4. Medicines (non-antiretroviral drugs)	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
4.1. Overall Medicines Limit	100%	8,620	8,890	9,030	9,160	9,280	9,420	Per family per annum
4.1.1. Pharmacy only Medicines (Over the counter medicines)		2,580	2,665	2,700	2,750	2,780	2,830	
4.1.2. Prescription only medicines including		6,030	6,225	6,330	6,410	6,490	6,590	
4.1.3 Injection materials supplied/ administered by medical practitioner, dentist or authorised health professional		Up to overall medicines limit						
5. Government and Private Hospitals (in-patient) Subject to pre-authorisation and Case Management	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
5.1. Accommodation (General ward)	100% in Government and 90% in Private hospital	A total 350 per day for all under categories 5.1 to 5.5						Per family per annum
5.2. Intensive care or High care								
5.3. Recovery Room Fees								
5.4. Medicines, materials & apparatus								
5.5. Theatre fees								
5.6. Prosthesis used in surgery		Up to 5,300 per case per annum						Per case per annum
6. Allied Health Professionals	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
6.1. Audiology and/or Speech Therapy	100%	2,800						

6.2. Dietetics		1,400						Per family per annum
6.3. Clinical Psychology		1,400						
6.4. Occupational Therapy		1,400						
6.5. Physiotherapy		Up to annual basic limit						
6.6. Ambulance (Inter-hospital transfer)		560 per case						Per case
6.7. Blood Transfusion		Up to annual basic limit						Per family per annum
6.8. Medical Assistive Devices		4,500						
6.9. Medical and Surgical Appliances		255	510	640	640	640	640	
6.10. Consulting Nurse (Family Nurse Practitioner)		At a consultation tariff equivalent to half that of a general practitioner						
6.11. Step-down Facility		Not available						
6.12. Home-based Nursing		Not available						
6.13. Wheel Chair		3,200 per beneficiary once every three (3) financial years						Per beneficiary once every three (3) financial years

7. Optical	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
7.1 Eye test by Optometrist	100%	At agreed tariff and up to annual overall limit						Per family per annum
7.2 Orthoptistry		570	725	740	750	820	840	Per beneficiary per two financial years
7.3 Spectacles and Contact lenses and contact lenses solutions		1,045	1,045	1,045	1,045	1,045	1,045	

8. Associated Health Services	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
8.1. Chiropractic	100%	215	380	430	460	480	495	Per family per annum
8.2. Homeopathy or Naturopathy		215	380	430	460	480	495	
8.3. Acupuncture		290	650	950	950	950	950	
8.4. Chiropody		1,400	1,400	1,400	1,400	1,400	1,400	

9. Safe Male Circumcision (HIV prevention only)	100%	1,200 per case						Per beneficiary per annum
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10. Specified Conditions (subject to pre-authorisation and annual basic limit or balance thereof)	%of Recognised Tariff	M+0	M+1	M+2	M+3	M+4	M+5+	Limit Qualification
10.1. Psychiatry Medicines	100%	5,000						Per family per annum
10.2. Alcoholism and/ or Drug addiction (Rehabilitation)		3,200						

1. WAITING PERIODS

a. Limited Dentistry

The waiting period for Limited Dentistry shall be 12 months for any member/beneficiary who joins the Scheme without previously having been a member of a medical aid scheme, recognized by the Board, for at least one (1) year.

b. Maternity

- i. Any member/beneficiary who joins the Scheme without previously having been a member of a medical aid scheme, recognized by the Board, for at least one (1) year, shall be excluded from maternity benefits for a period of nine (9) months.
- ii. Where a member has been with the Scheme for at least one (1) year, the member's wife shall be exempted from the maternity waiting period, whether or not the wife was previously a member of any recognised medical aid scheme.

c. Birth or Adoption of Infants

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

d. Parent dependants

The waiting period for Parent Dependants as defined under Rule 4.25 shall be three (3) months.

2. LIMIT QUALIFICATIONS:

- a. Per annum means the cost of treatment received from 1st April to 31st March of any year.
- b. Per member/ family means the costs incurred by the member and his registered dependants.
- c. Per beneficiary means the costs incurred by patient who is either a member or member's dependant

NOTE: The 10% member's/dependant's contribution towards the cost of services rendered must be paid by the member/dependant directly to the service provider.

The Scheme will pay 100% of all bills incurred by the member/dependant, including the 10% co- payment, where such bills are cumulatively or otherwise in excess of P10,000 in any one financial year, subject to availability of benefits; provided such payments are in accordance with Rule 18.

The Scheme will absorb 100% of the VAT cost on in-hospital services for the local hospitals effective 1st April 2019.

3. LIMITATION ON GENERAL MEDICAL PRACTITIONER (GP) CONSULTATION PER BENEFICIARY PER BENEFIT OPTION

The number of GP consultations per beneficiary per annum be as follows:

Standard Benefit Option:	6 consultations per beneficiary per annum
High Benefit Option:	8 consultations per beneficiary per annum
Premium Benefit Option:	10 consultations per beneficiary per annum

4. LIMITATION ON DREAD DISEASE COVER FOR THE HIGH AND PREMIUM BENEFIT OPTIONS

The Dread Disease Cover for the High Option be limited to P165,000 per member annum The Dread Disease Cover for the Premium Benefit Option be limited to P300,000 per member per annum

C. ANNEXURE C - LIMITATION OF BENEFITS AND BENEFITS EXCLUDED

1. LIMITATION OF BENEFITS

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

2. BENEFITS EXCLUDED

- 2.1. All costs incurred for the treatment or surgery not medically necessary for obesity.
- 2.2. All costs for operations, medicines, treatments and procedures for cosmetic purposes.
- 2.3. All costs related to willfully self-inflicted injuries.
- 2.4. All costs for the treatment of erectile dysfunction, infertility, including artificial insemination of a person (Intro-vitro Fertilisation (IVF)).
- 2.5. All costs in respect of injuries arising from speed contests and speed trials.
- 2.6. All costs that are in excess of the annual maximum benefit to which a member is entitled in terms of the Rules of the Scheme.
- 2.7. All costs in respect of sickness conditions that were specifically excluded from benefits when the member joined the Scheme, subject to Rule 7.3.
- 2.8. All costs of whatsoever nature for treatment of sickness conditions or injuries sustained by a member or a dependant and for which any other party may be liable, unless the Management Committee is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the other party.
- 2.9. All costs incurred for treatment of an illness or injury sustained by a member or a dependant of a member where such illness or injury is directly attributable to, failure to carry out the instructions of the health practitioner or negligence on the part of the member or dependant.
- 2.10. The purchase of medicines not included in a prescription from a person legally entitled to prescribe.
- 2.11. All costs for services rendered by:
 - 2.11.1. any person not registered with the Botswana Health Professions Council or similar body or with the Botswana Nursing and Midwifery Council or similar body of the country in which he practices;
 - 2.11.2. any place, nursing or similar institution, except a state hospital, not registered in terms of the applicable

legislation as a private hospital, nursing home, unattached theatre or day clinic and any institution not licensed in terms of the appropriate legislation of the country concerned.

2.12. Purchase of:

- 2.12.1. patent medicines and proprietary preparations;
- 2.12.2. applicators, toiletries and beauty preparations;
- 2.12.3. bandages, cotton wool and similar aids;
- 2.12.4. patented foods, including baby foods;
- 2.12.5. contraceptives and apparatus to prevent pregnancy;
- 2.12.6. tonics, slimming preparations and drugs as advertised to the public;
- 2.12.7. household and biochemical remedies;

2.13. All costs for vaccinations

2.14. All costs for prophylactic treatment, except for HIV/AIDS related opportunistic infections

2.15. All costs for medical examinations other than those ordered by a medical doctor in order to determine treatment for a sickness condition;

2.16. Holidays for recuperative purposes.

ANNEXURE D - FUNERAL BENEFITS

With effect from 01 October 2016, members and their dependants will be entitled to the following funeral benefits:

Cash payment on the death of :	Premium Benefit Option	High Benefit Option	Standard Benefit Option
The Member	P12,500	P10,000	P5,000
The Member's Spouse	P12,500	P10,000	P5,000
Children			
Aged 16 years and older but less than 21 years	P9,350	P7,500	P3,750
Aged 6 years and older but less than 16 years	P4,000	P3,500	P1,800
Aged less than 6 years ,including still born	P2,000	P1,800	P1,200

NB: Children up to age 25 but still studying are covered under the 16-21 category

Eligible members	All members of the Scheme are covered as long as they contribute to the Scheme
Initial Premium Waiver	6 months Premium Waiver for medical aid contributions and funeral benefits