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**(A MEDICAL AID SCHEME FOR EMPLOYEES OF THE BOTSWANA
GOVERNMENT) 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 SCHEME

The Scheme is constituted by resolution of the Management Committee of the Society 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.

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 established in Botswana and appointed by the Management Committee in terms of Rule 24.

- 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 the these Rules;
- 4.3 **“adoptive”** shall mean/denote a legal adoption 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 services other than those specified in Rule 4.27;
- 4.5 **“Appointing authority”** shall mean any appointing service ministry or department which appoints Public Officers of the Botswana Government;
- 4.6 **“approval”** shall mean prior written approval;
- 4.7 **“child”** shall mean a member’s child, step child, 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 or 7.4**;
- 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 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 defects 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 such a person will be recognised as a dependant for periods of not more than 12 months at a time;
- 4.12 **“employee”** shall mean a person in the employ of an employer;
- 4.13 **“employer”** shall mean the Botswana Government.
- 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 Botswana Health Professions Act and its Regulations, and the Nurses and Midwives Act and its Regulations, or similar registration in another country as amended from time to time. It is further provided that: where such a person resides in, is domiciled in, or practises in a country other than Botswana, he will 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;

4.15.3 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.

4.15.4 his terminal month's salary, provided that he shall not have attained the age of 60 years or the age of 55 years if he joined the public service prior to 1970.

4.15.5 a continuation member who is a widow member - her monthly income from all sources;

4.16 **“infant”** this is defined as a child up to five (5) years old;

4.17 **“Management Committee”** shall mean the Committee constituted under Rule 23.1;

4.18 **“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;

4.19 **“medical practitioner”** shall mean a person who is registered as a medical practitioner in accordance with the Botswana Health Professions Act and its regulations, or in accordance with similar statutory provisions in another country, as amended from time to time. It is further provided that: where such a person resides in, is domiciled in, or practises in a country other than Botswana, he will 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.

- 4.20 **“medicine cost”** shall mean the cost of medicine, the retail cost of which does not exceed the manufacturer’s price list plus the percentage (as 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”.
- 4.21 **“medical scheme”** shall mean any medical scheme from which medical benefits may be obtained;
- 4.22 **“member”** shall mean any person admitted in terms of Rule 6, 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.
- 4.23 **“officer”** shall mean any member of the Management Committee, the Administrator or any employee of the Administrator.
- 4.24 **“pensioner”** for purposes of these Rules, shall mean any person who retires from the employer’s permanent and pensionable service and citizens of Botswana employed by the Government on contract basis, who retire on terms stipulated by the employer;
- 4.25 **“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;
- 4.26 **“prosthesis”** shall mean an artificial substitute for a missing body part, or any device by which the performance or natural function is augmented;
- 4.27 **“recognised tariff”**, in respect of the various categories of service shall mean:
- 4.27.1 medical fees: the tariff as approved by the Management Committee from time to time.
- 4.27.2 dental fees: the tariff as approved by the Management Committee from time to time.

- 4.27.3 medicine cost: the tariff as approved from time to time by the Management Committee based on the principles of cost-effectiveness and evidence based medicine as well as other tools at the disposal of the Management Committee.
- 4.27.4 hospital tariffs: the tariffs as approved by the Management Committee from time to time.
- 4.28 **“registered office”** shall mean the registered office of the Scheme which shall be the office of the Permanent Secretary, Ministry of Health, Gaborone;
- 4.29 **“Rules”** shall mean the Rules of the Scheme and shall include the 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;
- 4.30 **“salary”** shall mean the substantive basic salary or wage;
- 4.31 **“service provider” shall mean:**
- 4.31.1 For those natural persons domiciled in Botswana -- any health professional or medical/dental practitioner (as defined) who has been issued with a private practice license or has been authorised to practice his profession, on his own accord, in Botswana, by the Director of Health Services or the relevant regulatory authority. The said professional or practitioner must be registered with the Scheme to render health services to a member or member’s dependant;
- 4.31.2 For those domiciled and practising outside Botswana -- any health professional or medical/dental practitioner, whose statutory registration and qualifications are recognised by the BPOMAS Management Committee.
- 4.31.3 For body corporates in Botswana -- any health facility which is licensed to provide health services in terms of the 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;
- 4.31.4 For body corporates outside Botswana -- any health facility which is registered and licensed under

statutory provisions which are recognised by the BPOMAS Management Committee.

4.32 **“staff association”** shall mean an Association/Union of staff as recognised by the employer;

4.33 **“year”** shall mean the financial year of the Scheme i.e. 1 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 At the admission date or the date of employment, if later, an employee shall complete and submit to the Scheme the forms required by the Scheme; provided that no person under the age of 16 years shall be admitted to membership without the consent of his parent or guardian.

6.2 No employee shall become a member, and no person shall be recognised as a dependant for the purpose of these Rules, unless he has provided proof of good health in respect of himself and his dependants to the satisfaction of the Management Committee: provided that the Management Committee may in any particular case require a medical examination, the cost of which will 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 three (3) years in respect of a particular disease, disorder, disablement or disability which existed at the time of admission of the person as a member or dependant, subject to Rule 7.2

- 6.4 Every member shall, in respect of himself and his dependants, furnish satisfactory evidence of age, together with such other information as the Management Committee may require.

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. Should an employee be admitted to the membership of the scheme, he will 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 medical 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, to become a member. In the event that a person (or his dependant) has not been a member of another 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.

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 (12 calendar months), or has paid to the Scheme contributions for at least one (1) year; further provided that a preceding and continuous membership of any other legally registered medical 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, by the member, 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 of 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 dependant at the time of such member's death, shall 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 scheme;
- 7.4.2 she becomes entitled to membership of a medical scheme by virtue of her employment;
- 7.4.3 she elects, in writing, to terminate her membership.

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 60 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 will 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 6.2, 6.3, 6.4 and 7.2 shall apply.
- 8.3 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.
- 8.4 Subject to the provisions of Rule 35, 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, he 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.
- 8.5 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.
- 8.6 Nothing in these Rules shall be construed as altering in any way the employer's right to terminate the service of an employee who is a member of the Scheme or any agreement between the employer and the employee in regard to conditions of service.
- 8.7 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, the 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 shall exhibit the card to the service provider upon any service being rendered to the member or his dependant. 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 will be charged a fee as may be determined by the Management Committee from time to time for the replacement of the 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 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 a dependant.

10.2 From the time the dependant ceases to be eligible to be a dependant and contributions have accordingly been adjusted, he shall no longer be regarded as a dependant for the purposes of these Rules.

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 occurs.

11.2 A member who marries or remarries subsequent to joining the Scheme and who fails to take the action under Rule 11.1 will 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 child as a dependant. The contribution in respect of such child shall be due as 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 child as a dependant within the prescribed period will result in a three (3) month waiting period in respect of benefits for the child.

13. CHANGE OF ADDRESS OF MEMBERS

A member shall notify the Administrator without delay of any change of address. The Scheme shall not be held liable if a member's rights are prejudiced or forfeited as a result of neglect to comply with the requirements of this Rule.

14. CONTRIBUTIONS

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

15. LIABILITIES OF EMPLOYERS AND MEMBERS

15.1 The liability of an employer shall be limited to the amount of his 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. Any amount owing by a 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. In the event of any member ceasing to be a member, any amount still owing by such member shall be a debt due to the Scheme and recoverable by it.

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 as a dependant.

- 16.2 A member must elect which option of benefit he accepts and will pay the contribution relevant to such option. He may only transfer from one option to another on the first day of the financial year of the Scheme; provided that he has given three months 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 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 Benefit Option.
- 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 17, the member shall be liable to repay to the Scheme the full amount so paid.
- 16.5 No member shall cede, assign or make over to any third party any claim, or part of a claim, which he may have against the Scheme, and any such cession or assignment will be of no force and effect and will not be recognised by the Scheme.
- 16.6 Expenses incurred outside Botswana will be paid in Botswana currency in accordance with the recognised tariffs and the Rules or at the rate charged, whichever is the lesser.

17. PAYMENT OF ACCOUNTS

- 17.1 The liability of the Scheme to reimburse any member or to pay the account direct to any service provider, shall lapse four (4) months after the date on which the services were rendered.
- 17.2 Where a claim is submitted more than four (4) months after the date on which the services were rendered, benefits will be granted only at the discretion of the Management Committee.
- 17.3 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 reimbursement

agreement with the Scheme as may be required by the Scheme from time to time.

18. ADMINISTRATION COSTS

The Management Committee shall ensure that the cost of administration does not exceed 10% of gross annual subscriptions.

19. CLAIMS PROCEDURE

19.1 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 account or statement signed by the member or dependant certifying the truth and correctness thereof:

19.2 Notwithstanding the provisions of Rule 19.1 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 dependants as proof that the services for which the Scheme has been billed were provided as stated in the accounts/statement submitted to the Scheme for reimbursement:

19.3 Every claim submitted as per Rules 19.1 and 19.2 above, shall contain the following particulars;

19.3.1 the surname and initials of the member;

19.3.2 the first name of the patient as indicated on the membership card;

19.3.3 the name of the Scheme

19.3.4 the membership number of the member;

19.3.5 the practice code number, name and signature of the health professional rendering the service, where applicable, or the service provider;

19.3.6 the date on which each service was rendered;

19.3.7 the nature of each service and in particular, in the case of service of a medical practitioner or a dentist, a diagnosis of the complaint for which

- the service was provided; the trade and/or generic names and quantities of medicines or drugs where prescribed and dispensed by the medical practitioner; and the cost of the services, medicines and drugs;
- 19.3.8 the code number of the item of the recognised tariff, where applicable;
- 19.3.9 where the account is a photocopy of the original, certification by the service provider by way of a rubber stamp or signature on such photocopy;
- 19.3.10 the name of the referring medical practitioner or dentist; 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.
- 19.3.11 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 medical practitioner who performed the operation concerned;
 - (b) the name or names of the medical practitioner or practitioners who assisted at such operation;
- 19.3.12 in the case where a pharmacist supplied medicine on the strength of a prescription to a member or a dependant of that member, as addendum to the account or statement, an original copy or a photocopy of the prescription certified by the pharmacist, as a true and exact copy or photocopy of such prescription; and
- 19.3.13 in respect of orthodontic treatment a statement containing the following shall accompany the first account:
- (a) the code number in accordance with the scale of benefits for the treatment;

- (b) a plan of treatment indicating the following:
 - i) the total cost to be charged by the orthodontist for the treatment;
 - ii) the duration of the treatment;
 - iii) the initial primary amount payable by the member; and
 - iv) the monthly amount that the member must pay.

19.4 Where any account has been paid by a member he shall, in support of his claims submit a receipt, as proof of payment.

19.5 Account for treatment of injuries shall be supported by a statement, setting out particulars of the circumstances in which the injury was sustained, as and when required by the Management Committee

19.6 The Management Committee may require that, where possible, a claim be certified by the member

19.7 The payment of claims shall always be subject to the provisions of Rule 17.

20. 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) will not be paid by the Scheme.

21. LIMITATION OF BENEFITS

The maximum amount of benefits 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.

22. EX-GRATIA PAYMENTS

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

22.2 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.

23. MANAGEMENT

23.1 The affairs of the Scheme shall be managed by a Committee, which shall consist of 11 persons (hereinafter referred to as “the Appointees”) and appointed by the following bodies:

- ❑ Ministry of Health
- ❑ Ministry of Finance and Development Planning
- ❑ Ministry of Labour and Home Affairs
- ❑ Department of Local Government Service Management
- ❑ Botswana Police Services
- ❑ Directorate of Public Service Management
- ❑ Department of Prisons & Rehabilitation
- ❑ Botswana Civil Servants’ Association
- ❑ Botswana Unified Local Government Service Association
- ❑ Botswana Teachers’ Union
- ❑ Botswana Defence Force

23.2 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 body concerned.

23.3 A Management Committee member may be replaced at any time by the Appointing Authority, or the Staff Association/Union that appointed him. Conclusion of such a replacement shall be on the basis of a related written notice to the Management Committee.

23.4 The Management Committee is empowered to co-opt as 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 vote.

23.5 More than half of the members of the Management Committee (excluding a co-opted member), shall constitute a quorum at Management Committee meetings.

23.6 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 staff associations/unions shall act as Chairman.

23.7 In the absence of both Chairman and Vice-Chairman at a meeting of the Management Committee, the Management Committee members present shall elect one of their number to preside.

23.8 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.

23.9 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 other entity which may contract or otherwise deal with the Scheme. If such disclosure is made in writing, and provided the Management Committee has approved same, a Committee member shall not be disqualified thereafter for possession of such interest or in respect of any profit therefrom, provided that where a Committee member has an interest in any matter, he shall recuse himself from any Management Committee proceedings dealing with such matters.

23.10 A member of the Management Committee shall cease to hold office if:

23.10.1 he is declared insane or is incapable of managing his affairs; or

23.10.2 he is declared insolvent or has surrendered his estate for the benefit of his creditors; or

23.10.3 he is convicted, of theft, fraud, forgery or uttering of a forged document, perjury; or

23.10.4 he is removed by a competent Court from any office of trust on account of misconduct; or

23.10.5 he absents himself from three (3) consecutive meetings of the Management Committee without the prior permission of the Chairman.

23.11 The Management Committee shall meet from time to time. The Chairman may convene a special meeting of the Management Committee should the necessity arise. Any two (2) members of

the Management Committee may 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.

23.12 Each body named in Rule 23.1 shall have the power to appoint a person as the appointed alternate to the Appointee and to terminate such appointment. Such alternate shall be entitled to act at all meetings and in all proceedings in which, and on all occasions when, the appointee shall not act for himself.

23.13 The Management Committee may delegate any of its powers to a subcommittee consisting of such of its members or representatives of the Administrator as it may nominate; provided that a subcommittee 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.

23.14 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 must 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.

23.15 Members of the Management Committee shall not be entitled to any remuneration, honorarium or any other fee in respect of service rendered in their capacity as members of the Management Committee.

23.16 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.

24. 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 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.

25. DUTIES OF THE CHAIRMAN, THE MANAGEMENT COMMITTEE AND THE ADMINISTRATOR

25.1 The Chairman shall preside and preserve due and proper conduct at meetings and see that the Scheme is properly administered.

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

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

25.4 The Administrator shall:

25.4.1 be represented at all meetings of the members, meetings of the Management Committee and of any duly appointed Sub-Committee;

25.4.2 be responsible for the submission of all statutory returns;

25.4.3 cause to be recorded the proceedings of all meetings of members, meetings of the Management Committee and of any duly appointed Sub-Committee;

25.4.4 arrange for the collection of contributions, banking of funds and making such payments as authorised by the Management Committee; and

25.4.5 ensure the carrying out of all duties as are necessary for the proper execution of the business of the Scheme, and as the Management Committee may direct

26. POWERS OF THE MANAGEMENT COMMITTEE

The Management Committee is empowered to:

- 26.1 open banking accounts in the name of the Scheme;
- 26.2 in respect of any moneys not immediately required to meet current charges upon the Scheme to lend, invest, put out on interest, 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;
- 26.3 to borrow money on current account from the Scheme's bankers against the security of the Scheme's assets.
- 26.4 do any act which is in furtherance of the objects of the Scheme or for the better efficiency of the Scheme, provided that such act does not conflict with any provisions of these Rules.

27. DISCRETIONARY POWER OF THE MANAGEMENT COMMITTEE

- 27.1 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.
- 27.2 Without detracting from the generality of the foregoing, but subject always to Rule 38.1.1 and 38.1.2, the Management Committee may in its discretion amend these Rules from time to time for the better efficiency of the Scheme.

28. 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 two (2) members of the Management Committee provided that one signatory is either the Chairman or Vice-Chairman. 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.

29. 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.

30. 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.

31. BANKING ACCOUNT

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 to the credit of this account and all payments shall be effected by cheque under the signature of persons appointed in terms of Rule 28 or where so authorised by electronic direct deposit or telegraphic transfer.

32. AUTHORITY FOR PAYMENTS

32.1 All disbursements shall be approved by the Management Committee provided that such authority may be delegated to the signatories in terms of Rule 28.

32.2 Notwithstanding Rule 32.1, the Management Committee may authorise the Administrators to operate a special Scheme Settlement account for purposes of settling claims and making other day-to-day disbursements as authorised by the Management Committee from time to time.

33. GENERAL MEETINGS OF MEMBERS

33.1 Annual General Meeting

33.1.1 An annual general meeting of members shall be held not later than 31 July of each year at such time and place as the Management Committee shall determine for the purpose of:

- (i) receiving and adopting the annual financial statements together with the report of the Committee on the past year's transactions;
- (ii) any other business of which due notice has been given.

- 33.1.2 The notice convening the annual general meeting containing the agenda shall be dispatched to all members and Staff Associations/Unions at least 21 days before the date of the meeting. The non-receipt of the notice by a member shall not invalidate the proceedings of the meeting.

33.2 Special General Meeting

- 33.2.1 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 21 members of the Scheme, such meeting, in the latter case, to be held 20 days after receipt of such requisition. Notice, stating full particulars of the object of the meeting shall be given, mutatis mutandis, in the manner provided for in Rule 33.1.2. The meeting shall be held at such time and place as the Management Committee shall determine.

- 33.2.2 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.

33.3 Quorum

The quorum for an annual general meeting and for a special general meeting shall be not less than 10 members for every 1000 members (1percent) (or part thereof), 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. 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.

33.4 Proxies

Any member shall be entitled to be present at any general 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 Administrators not less than 24 hours prior to the time for the holding of a general meeting.

34. 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 is 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 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 36.1 shall be treated as a recommendation to the Management Committee who shall deal with it as they shall determine.

35. 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 committee either in person or through a representative. The decision of the committee shall be final and

binding; provided that such decision is not inconsistent with these Rules.

36. TERMINATION OR DISSOLUTION

36.1 The Botswana Government on six (6) month's written notice given to the Management Committee, may 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 33 elect to continue the Scheme without the employer's contributions, the Rules shall be amended and the Scheme shall be continued.

36.2 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 registered post 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 a fixed date. If at least 50 percent, 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 favour of the dissolution of the Scheme, the Management Committee shall take a formal decision that the Scheme shall be dissolved with effect from the fixed date from which date no further contributions shall be payable to the Scheme.

36.3 If a decision to dissolve the Scheme has been taken in terms of Rule 36.2 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.

37. PERUSAL OF DOCUMENTS

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

37.2 Additional copies of the documents mentioned in Rule 37.1 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.

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

37.3.1 the Rules of the Scheme;

37.3.2 the latest financial statements of the Scheme;
and

37.3.3 the latest auditor's report of the Scheme.

38. AMENDMENT OF RULES

38.1 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;

38.1.1 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;

38.1.2 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 during any financial year shall be valid unless it has been approved by a majority of members present or represented by proxy at a meeting of members convened in the manner provided for in Rule 33.2 or by ballot, arranged in the manner prescribed by Rule 36.2.

38.2 Details of amendments shall be submitted as soon as possible to employers who shall make such amendments known to members who are in their employ.

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BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME

ANNEXURE B

BENEFITS

High Benefit Option - Pages 1 to 6

Standard Benefit Option - Pages 7 to 10

BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME

ANNEXURE A (TO THE SCHEME RULES)

(Effective 01 April 2007)

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.

Dependant Categories

00	=	Member without dependants
01	=	Member with one dependant
02	=	Member with two dependants
03	=	Member with three dependants
04	=	Member with four dependants
05+	=	Member with five or more dependants

BASIC MONTHLY SALARY		MONTHLY CONTRIBUTIONS PER DEPENDANT CATEGORY					
		00	01	02	03	04	05+
		P	P	P	P	P	P
UP TO P1000	MEMBER	90	154	161	171	177	188
	EMPLOYER	90	154	161	171	177	188
P1001 - P1500	MEMBER	123	182	189	206	219	235
	EMPLOYER	123	182	189	206	219	235
P1501 - P2000	MEMBER	158	204	223	242	261	286
	EMPLOYER	158	204	223	242	261	286
P2001 - P3000	MEMBER	185	217	245	269	291	317
	EMPLOYER	185	217	245	269	291	317
P3000+	MEMBER	195	231	259	286	310	336
	EMPLOYER	195	231	259	286	310	336

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 be P200.00.

BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME

ANNEXURE B (TO THE SCHEME RULES)

(Effective 01 November 2006)

HIGH BENEFIT OPTION

1. BENEFIT COMMENCEMENT DATE

Employees, pensioner and widow members and their dependants are entitled to the following benefits in regard to treatment received from the first date of membership.

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

In the first year of membership the annual benefit maxima are reduced to the proportion which the number of membership months in that calendar year will bear to twelve months.

SCOPE OF BENEFITS - RECOGNISED TARIFF - BENEFIT MAXIMA

“**Recognised 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/organisations as determined by the Management Committee.

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

Dependant categories

00	=	Member without dependants
01	=	Member with one dependant
02	=	Member with two dependants
03	=	Member with three dependants
04	=	Member with four dependants
05+	=	Member with five or more dependants

Benefits		Percentage of recognised tariff	Annual and other limits						Limit Qualification
			00	01	02	03	04	05+	
Overall Annual Limits			P	P	P	P	P	P	
			85 000	85 000	85 000	85 000	85 000	85 000	Per annum
1.	General Practitioners		Within overall annual limits						Per member per annum
1.1	Consultations, visits, non surgical procedures, confinement fees	90%							
1.2	Operations and anaesthetics Medical Specialists (including psychiatry)								
1.3	Consultations, visits, non surgical procedures								
1.4	Operations and anaesthetics								
1.5	Confinement fees – Normal – Caesarean	90%	6 200 11 000	6 200 11 000	6 200 11 000	6 200 11 000	6 200 11 000	6 200 11 000	Per member per annum
1.6	Physiotherapists	90%	Up to overall limit						Per member per annum
2.	Dentistry		Up to overall limit						Per member per annum
2.1	Maxillo-facial and oral surgery	90%							
2.2	Conservative dentistry including plastic based dentures								
2.3	<u>Limited dentistry:</u> <u>Member limit:</u> Inlays, crowns, bridgework study models, metal base Dentures and repair of metal base dentures, oral medicine and Periodontics, prosthodontics and Orthodontics	90%	3500	3500	3500	3500	3500	3500	Per member per annum

HIGH BENEFIT OPTION

	Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification	
			00	01	02	03	04	05+		
			P	P	P	P	P	P		
3	Prescribed Medicine and Injection Material									
	Member limit		2 660	4 750	5 310	5 625	6 125	6 625	Per member per annum	
3.1	Prescribed medicines.	90%	Up to member's medicine limit						Per member per annum	
3.2	Injection material supplied by a Medical practitioner or Dentist or duly authorised health practitioner.	90%	Up to member's medicine limit						Per member per annum	
4	Government and Private Hospitals		Up to overall limit						Per day for all under categories 4.1 to 4.5	
4.1	Accommodation (general ward only)	90%								
4.2	Intensive care and high care	90%								
4.3	Recovery room fees	90%								
4.4	Medicines, materials and apparatus supplied in hospital	90%								
4.5	Theatre fees	90%								
4.6	Prosthesis used in surgery	90%								5 300
5	Paramedical Services									
5.1	Ambulance	90%	1 115 per case							
5.2	Audiology	90%	420	530	545	560	605	620	Per member per annum	
5.3	Blood transfusions	90%	420	530	545	560	605	620		
5.4	Chiropody	90%	420	530	545	560	605	620		
5.5	Psychology	90%	420	530	545	560	605	620		
5.6	Medical and surgical Appliances	90%	435	560	760	760	835	875		
5.7	Wheel Chair		1 400 per beneficiary in each period of 3 financial years							
5.8	Private nursing	90%		Agreed tariff, maximum 42 days in any one financial year						Per member per annum
5.9	Speech therapy	90%	420	530	545	560	605	620		
5.10	Occupational therapy	90%	420	530	545	560	605	620		
5.11	Nurse practitioner	90%	At a consultation tariff equivalent to half that for a general practitioner							
5.12	Registered dietician	90%	380	475	510	515	540	550	Per member per annum	
			On referral by a medical practitioner							
5.13	Home-based nursing	90%	420	530	545	560	605	616	Per member per annum	
6.	Opticals								Per test per beneficiary per two financial years	
6.1	Eye test by Optometrist	90%	At agreed Tariff							
6.2	Orthoptistry	90%	670	670	670	670	670	670		
6.3	Spectacles and Contact Lenses	90%	1100	1100	1100	1100	1100	1100		
			Limited to either one pair of spectacles or one pair of contact lenses per beneficiary in each period of two financial years							
7.	Associated Health Services									
	Annual Limits		215	380	430	460	480	495		
7.1	Chiropractic	90%							Per member per annum	
7.2	Homeopathic or	90%								
	Naturopathy	90%								
8.	Acupuncture	90%	300	605	750	790	830	865	Per member per annum	

Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification
		00	01	02	03	04	05+	
		P	P	P	P	P	P	
LIMITS ON SPECIFIED SICKNESS CONDITIONS (SUBJECT TO AUTHORISATION)								
9.	Conditions							
9.1	Psychiatric medicines	90%				5 000		Per member per annum
9.2	Alcoholism							Per member per annum
9.3	Drug addiction					1.2 and 1.3 are limited to a maximum total to P1 600		
9.4	AIDS (Antiretroviral drugs only)	90%				9 730		Per beneficiary per annum
9..5	Chronic Medication:	90%				10 000		Per member per annum

ADD-ON/DREAD DISEASE LIMIT**Definition/Description of Dread Disease Benefit**

For purposes of delivering add-on health cover (beyond the base annual limits), the following list and qualifying criteria will apply.

Diagnosis in this regard shall mean: Diagnosis by a registered medical practitioner, supported by clinical, radiological and laboratory evidence.

The annual 'dread disease benefit' (P100 000), or proportion thereof shall be applicable to/cover all or any one (1) of the conditions indicated below-- within the definition of the Rules and the Scheme's financial year. The cover shall be extended to maintenance treatment of qualifying conditions, subject to Scheme authorisation.

Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification
		Dependant Category						
		00	01	02	03	04	05+	
Overall Annual Limits						100 000		Per annum
1.	Heart Attack	90%				The death or final cessation of a full thickness portion of the heart muscle, due to in-adequate blood supply to the relevant area. 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		Per member per annum
2.	Coronary Heart Disease	90%				Open by-pass surgery or surgical treatment of a coronary disease.		Per member per annum
3.	Stroke	90%				Any cerebrovascular occurrence which produces neurological sequelae which lasts for more 24 successive hours, and produces evidence of permanent neurological deficit. Included herein shall be infarction (localised death because of inadequate blood supply) of brain tissue, intracranial (within the skull) and/or subarachnoid haemorrhage and embolisation (sudden blocking of blood vessels) from an extracranial source.		Per member per annum

Benefits	Percentage of recognised tariff	Annual and other limits Dependant Category					Limit Qualification	
		00	01	02	03	04		05+
HIGH BENEFIT OPTION								
4.	Cancer	90%	<p>A disease manifested by the presence of malignant tumour characterised 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.</p> <p>These excluded treatment areas will continue to be covered under the basic/ordinary annual limits.</p> <p>For 'dread disease' purposes, the term Cancer shall also include leukaemia and Hodgskins Disease (enlargement of lymph glands in the spleen, liver etc) but shall exclude all skin cancers; except invasive and malignant melanomas.</p> <p>As with biopsies etc, treatment of skin cancer will be enjoyed out of the base (ordinary) annual limits.</p>					Per member per annum
5.	Kidney failure	90%	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.					Per member per annum
6.	Organ Transplant	90%	<p>The human to human transplant from a donor to the Scheme's Beneficiary, of one or more of the following organs:</p> <ul style="list-style-type: none"> i) Kidney ii) Heart iii) Lung iv) Pancreas v) Bone Marrow <p>The transplant of all or other organs, parts of organs or any other tissue transplant is excluded.</p>					Per member per annum
7.	Paraplegia	90%	The total and irreversible loss of the use of both limbs.					Per member per annum
8.	Blindness	90%	The total irreversible loss of vision in both eyes.					Per member per annum
9.	Multiple Sclerosis	90%	A disease, or diagnosis by a suitably qualified specialist practitioner, of the central nervous system: characterised by disseminated patches of demyelination (destroyed myelin tissue) in the brain or spinal cord – resulting in multiple neurological symptoms and signs, with remissions and exarcebations.					Per member
10.	Motor Vehicle/Road Traffic Accident	90%	<p>Treatment emanating from, or as a cause of the patient having been involved in a road traffic accident.</p> <p>The Scheme'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 Insurance Fund) who is liable fully, or in part, will contribute to treatment costs.</p>					Per member per annum

WAITING PERIODS**Specialised dentistry**

The waiting period for Specialised Dentistry shall be 12 months.

Maternity

- a. **Any member/beneficiary who joins the Scheme without previously having been a member of a medical aid scheme, recognised by the Management Committee, for at least one (1) year shall be excluded from maternity benefits for a period of nine (9) months**
- b. **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 medical aid scheme.**

The waiting periods do not apply to any member who has been a member of a medical scheme approved by the Management Committee for a period of not less than one year.

LIMIT QUALIFICATIONS: PER ANNUM means the cost of treatment received from 1 April to 31 March of any year.

PER MEMBER means the costs incurred by the member and his registered dependants.

NOTE: The 10% member's contribution towards the cost of services rendered must be paid by the member 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 17

BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME

ANNEXURE A (TO THE SCHEME RULES)

(Effective 01 April 2007)

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.

Dependant Categories

00	=	Member without dependants
01	=	Member with one dependant
02	=	Member with two dependants
03	=	Member with three dependants
04	=	Member with four dependants
05+	=	Member with five or more dependants

BASIC MONTHLY SALARY		MONTHLY CONTRIBUTIONS PER DEPENDANT CATEGORY					
		00	01	02	03	04	05+
		P	P	P	P	P	P
UP TO P200	MEMBER	40	63	69	74	81	86
	EMPLOYER	40	63	69	74	81	86
P201 – P400	MEMBER	46	70	75	79	85	93
	EMPLOYER	46	70	75	79	85	93
P401 – P600	MEMBER	57	79	84	90	105	119
	EMPLOYER	57	79	84	90	105	119
P601+	MEMBER	75	96	101	108	124	137
	EMPLOYER	75	96	101	108	124	137

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 be P200.00.

BOTSWANA PUBLIC OFFICERS MEDICAL AID SCHEME

ANNEXURE B (TO THE SCHEME RULES)

(Effective 01 November 2006)

STANDARD BENEFIT OPTION

1. BENEFIT COMMENCEMENT DATE

Employees, pensioner and widow members and their dependants are entitled to the following benefits in regard to treatment received from the first date of membership.

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

In the first year of membership the annual benefit maxima are reduced to the proportion which the number of membership months in that calendar year will bear to twelve months.

SCOPE OF BENEFITS - RECOGNISED TARIFF - BENEFIT MAXIMA

“**Recognised 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/organisations as determined by the Management Committee.

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

Dependant categories

00	=	Member without dependants
01	=	Member with one dependant
02	=	Member with two dependants
03	=	Member with three dependants
04	=	Member with four dependants
05+	=	Member with five or more dependants

Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification
		00	01	02	03	04	05+	
		P	P	P	P	P	P	
Overall Annual Limits		13 500	15 400	16 700	17 300	17 900	18 500	Per annum
1. General Practitioners		within overall annual limits						Per member per annum
1.1 Consultations, visits, non Surgical procedures, confinement fees	100%							
1.2 Operations and anaesthetics	100%							
Medical Specialists (including psychiatry)								
1.3 Consultations, visits, non Surgical procedures	100%							
1.4 Operations and anaesthetics	100%							
1.5 Confinement fees	100%							
1.6 Physiotherapists	100%	Within overall annual limits						Per member per annum
2. Dentistry								
2.1 Maxillo-facial and oral surgery	100%							
2.2 Conservative dentistry including plastic based dentures	100%							
2.3 Limited dentistry: Member limit Inlays, crowns, bridgework study models, metal base Dentures and repair of metal base dentures, oral medicine and Periodontics, prosthodontics and Orthodontics	100%	960	960	960	960	960	960	Per member per annum

STANDARD BENEFIT OPTION

	Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification	
			00	01	02	03	04	05+		
			P	P	P	P	P	P		
3	Prescribed Medicine and Injection Material									
	Member limit		3 575	3 762	3 862	3 950	4 037	4137	Per member per annum	
3.1	Prescribed medicines.	100%	Up to member's medicine limit						Per member per annum	
3.2	Injection material supplied by a medical practitioner, dentist or a duly authorised health practitioner	100%	Up to member's medicine limit						Per member per annum	
4	Government and Private Hospitals									
4.1	Accommodation (general ward only)	100% [#]							Per day for all under categories 4.1 to 4.5	
4.2	Intensive care and high care	100% [#]	230	230	230	230	230	230		
4.3	Recovery room fees	100% [#]								
4.4	Medicines, materials and Apparatus supplied in hospital	100% [#]								
4.5	Theatre fees	100% [#]								
4.6	Prosthesis used in surgery	100% [#]	1 520	1 520	1 520	1 520	1 520	1 520		per case
5	Paramedical Services									
5.1	Ambulance	100%	231 per case							
5.2	Audiology	100%	230	460	585	585	585	585	Per member per annum	
5.3	Blood transfusions	100%								
5.4	Chiropody	100%	230	460	585	585	585	585		
5.5	Psychology	100%	230	460	580	580	580	580		
5.6	Medical and surgical Appliances	100%	255	510	640	640	640	640		
5.7	Private nursing	100%	230	230	230	230	230	230		
5.8	Speech therapy	100%	230	460	585	585	585	585		
5.9	Occupational therapy	100%	230	460	585	585	585	585		
5.10	Nurse practitioner	100%	2000	3335	4 995	4 995	4 995	4 995		Per member per annum
5.11	Registered dietician	100%	319	385	396	418	440	451		Per member per annum
5.12	Home-based nursing	100%	On referral by a medical practitioner						Per member per annum	
6.	Acupuncture	100%	205	460	665	665	665	665	Per member per annum	
7.	Opticals									
	Annual limits									
7.1	Eye test by Optometrist	100%	At agreed Tariff						Per test	
7.2	Orthoptistry	100%	400	510	520	530	575	590	Per annum	
7.3	Spectacles and Contact Lenses	100%	400	400	400	400	400	400	Per beneficiary Per two financial years	
			Limited to either one pair of spectacles or one pair of contact Lenses per beneficiary in each period of two financial years							

Key [#] = 90% if in private hospital

STANDARD BENEFIT OPTION

Benefits	Percentage of recognised tariff	Annual and other limits						Limit Qualification	
		00	01	02	03	04	05+		
		P	P	P	P	P	P		
LIMITS ON SPECIFIED ILLNESS CONDITIONS (SUBJECT TO AUTHORISATION)									
8.	Conditions	All 100%							
8.1	Psychiatric medicines		2500	2500	2500	2500	2500	2500	Per member per annum
8.2	Alcoholism			Limited to 1 140 per annum				Per member per annum	
8.3	Drug addiction			Limited to 1 140 per annum				Per member per annum	

WAITING PERIODS

Specialised dentistry

The waiting period for Specialised Dentistry shall be 12 months.

Maternity

- a. Any member/beneficiary who joins the Scheme without previously having been a member of a medical aid scheme, recognised by the Management Committee, for at least one (1) year shall be excluded from maternity benefits for a period of nine (9) months
- b. 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 medical aid scheme.

The waiting periods do not apply to any member who has been a member of a medical scheme approved by the Management Committee for a period of not less than one year

LIMIT QUALIFICATIONS: PER ANNUM means the cost of treatment received from 1 April to 31 March of any year.

PER MEMBER means the costs incurred by the member and his registered dependants.

NOT COVERED: Associated Health Services

NOTE: Hospital accounts will be paid direct by the Scheme up to the relevant limits; only 90% of the bills will be paid by the Scheme if the member or his registered dependants attend a private hospital.

BOTSWANA PUBLIC OFFICERS' MEDICAL AID SCHEME

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 being adjusted in proportion to the period of membership from the date of admission to the end of the particular financial year.
- 1.3 In cases of illness of a protracted nature, the Committee shall have the right to insist upon a member or dependant of a member consulting any particular specialist the Committee 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 Committee, 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 Committee, 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 wilfully self-inflicted injuries.
- 2.4 The artificial insemination of a person.

- 2.5 All costs in respect of injuries arising from professional sport, speed contests and speed trials.
- 2.6 All costs that are more than the annual maximum benefit to which a member is entitled in terms of the Rules of the Scheme.
- 2.7 All costs in respect of sickness conditions that were specifically excluded from benefits when the member joined the Scheme.
- 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 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 medical 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 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:
- patent medicines and proprietary preparations;
 - applicators, toiletries and beauty preparations;
 - bandages, cotton wool and similar aids;
 - patented foods, including baby foods;
 - contraceptives and apparatus to prevent pregnancy;
 - tonics, slimming preparations and drugs as advertised to the public;
 - household and biochemical remedies;
- 2.13 All costs for vaccinations