

BOM *aid*

BOTSWANA MEDICAL AID SOCIETY

The medical aid you can trust

Established 1st November 1970

BOOK OF RULES

REVISED 2004

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THE BOTSWANA MEDICAL AID SOCIETY

(Established 1st November, 1970)

1. NAME

The name of the Society is **THE BOTSWANA MEDICAL AID SOCIETY** (hereinafter referred to as “The Society”)

2. LEGAL PERSONA

The Society, in its own name, shall be capable in law of suing or being sued and or acquiring, holding and alienating property, both movable and immovable.

3. REGISTERED OFFICE

The Registered Office of the Society is situated at Plot 50638, Fairgrounds, Gaborone, but the Board shall have the right to relocate such office to any other location or address should circumstances so dictate.

4. OBJECTS

The objects of the Society are to raise funds by subscriptions and donations, so as to make provision for the granting of assistance to members thereof in defraying expenditure incurred by them in connection with the rendering to them and to dependants of such members, of services they are entitled in terms of Rule 15, provided that such services are claimed in terms of Rule 16 or such a provision as the Board may determine from time to time.

5. DEFINITIONS

Unless inconsistent with the context, all words and expression importing the masculine gender shall include the feminine, words signifying the singular number shall include plural vice versa, and the following expressions shall have the following meanings:

“Administration Expenses” shall mean all expenses incurred in the day to day administration of the Society, and shall include audit fees, legal fees, fidelity insurance premiums, subscription to Associations, but shall exclude costs of litigation, medical examination fees.

“Board” shall mean the Board of Management appointed in terms of Rule 19.

“Child” shall mean a member’s child, step-child or adopted child under the age of 21 years, who is unmarried and not in receipt of a regular remuneration.

“Claim” shall mean the amount to which a member of the Society is entitled in respect of expenses incurred by him in connection with medical, dental, optical treatment, hospitalisation, medicine or any other requirement or services to which he and his dependants are entitled in terms of Rule 15 provided that such claim shall be lodged in terms of the provisions of Rule 16 or such other provisions as the Board may determine from time to time.

“Company Representative” shall mean the representative appointed by each constituent body, in terms of Rule 18.

“Constituent Body” shall mean the various companies, firms or bodies whether enjoying legal personality or not, duly admitted to membership of the Society.

“Contract Supplier” shall mean a supplier of services who have entered into a formal contract with the Society to provide specific services to members of the Society.

“Date of Service” shall mean:-

(i) in the event of consultation, visit or treatment by a medical practitioner, dentist or any approved health practitioner, the date on

which each consultation visits or treatment occurred whether for the same illness or not.

- (ii) in the event of an operation, procedure or confinement, the date on which each operation, procedure or confinement occurred.
- (iii) in the event of hospitalisation, the date of each discharge from hospital or nursing home. Where the stay in the hospital is over two financial year period, the date of service shall be determined by the admission date.
- (iv) in the event of any other service or requirement, the date on which such service was rendered or requirement obtained.

“Dependant” in relation to a member shall, subject to these Rules, mean:-

- (a) Spouse – as defined below.
- (b) Minor child – (including a step child, legally adopted child) as defined above.
- (c) Overage dependant shall mean a member’s child aged 21-25 years, who is unmarried, not in receipt of any regular remuneration, with detailed evidence that the dependant is still a scholar/student.
- (d) Challenged dependant shall mean a member’s child over the age 21 years of age who, owing to mental or physical disability or any similar causes, is not in receipt of a regular remuneration and wholly dependent on the member.
- (e) Parent, as defined below.

“Dreaded disease” means any of the listed conditions as per benefit schedule and Rule 15(1).

“Employee” shall mean all persons including principals and partners employed by Constituent Bodies in a full time capacity.

“Early retirement” shall mean a state of a member who retired from formal employment due to ill health and does not earn an income from any other formal employment or economic activity.

“Financial Year” The Society’s financial year runs from January 1st to December 31st.

“High Risk” shall mean a state of ill health that exposes a person to high frequent and high cost medical treatment and/or increases the chances of high benefit usage.

“Individual member” shall mean any person duly admitted to the membership of the Society as an individual or to a scheme specifically designed to recognise individual membership.

“Ill Health” shall mean poor physical or mental condition which renders the person unfit to execute their day to day duties in terms of their employment policy.

“In-patient Hospitalisation” refers to a member’s overnight admission to a hospital.

“Member” shall mean any person duly admitted to membership of the society.

“Non-Selective Group” shall mean a group with at least 10 employees whose membership to the Society shall be compulsory in terms of the groups employment policy.

“Parent” shall mean biological/legal parent of the member of the Society.

“Pensioner Member” shall mean a member who has retired from formal employment in terms of Rule 6 (8) (1) and who does not earn an income from any other formal employment or economic activity.

“Preferred Supplier” shall mean suppliers elected by the Society to render service to its members and who have entered into an agreement of service provision with the Society.

“Rules” shall mean the rules of the Society as amended from time to time in terms of these rules and shall include any Schedule to the Rules.

“Salary” shall mean gross emoluments, including any cost of living allowance, commission and regular incentive payment but shall not include any special allowance during the temporary occupancy of any acting appointment or any annual and/or leave bonus, overtime

payment or travelling allowance gross emoluments.

“Selective Group” shall mean a group with voluntary membership or where membership is not restricted to one single medical scheme.

“Single Member” shall mean a full member without dependants.

“Southern Africa” shall mean any part of Africa South of the Equator.

“Spouse” shall mean a legally married woman/man in relation to the principal member/applicant.

“Staff Representative” shall mean the representative elected in terms of Rule 18. (1)

“Student Member” shall mean any person registered on a scheme specifically designed for persons registered at institution of learning and are ages between 6 and 26 years. Proof of full time studying will be required.

Subscription” shall mean, the amount paid to the Society by or on behalf of the members.

“Supplier” shall mean, supplier of medical service to members.

“Widow/widower” shall mean a member whose husband/spouse has died and has not remarried.

6. MEMBERSHIP

The membership of the Society shall be classified into the following categories:-

- (a) Full member
- (b) Pensioner member
- (c) Student members

(1) The Membership of the Society shall extend to:

- (a) Individuals and/or employees of a constituent body who have elected, or are obliged as a condition of employment to become members of the Society;
- (b) Employees of employers who are awaiting approval of Constituent membership provided that such approval is within a period of three months.
- (c) Minors - underage persons shall be eligible for membership but no person under the age of eighteen (18) years shall be admitted to membership without the consent of his parent or guardian.
- (d) Aged persons - There is no maximum age limit for members who are already subscribing to the Society however no persons over the year age of fifty five (55) shall be admitted to the Society without special approval by the Society. All new applicants over fifty (50) years shall be required to undergo a full medical examination before being considered for, and admitted to the membership of the Society.
- (e) In case of death of a Principal Member, the widow/ widower of a deceased member together with other dependants of the member registered with the Society at the date of death, shall be able to continue membership for a period not exceeding three months provided that thereafter the widow/widower or other dependants will formalise their membership in accordance with the rules of the Society and that during such period full payment of subscriptions are made.

(2)

- (a) A single member shall be eligible for benefits in respect of himself/herself only, unless he/she has children who are accepted as dependants.
- (b) New members joining the Society via an employer may elect for any one of the schemes at the time of joining the Society.
- (c) New members joining the Society via individual membership may only subscribe to schemes classified as individual member schemes.

3)

- (a) All employees and their dependants shall before being admitted to membership, furnish such information as the Society may require and may be required to submit health reports to the Society's satisfaction, provided that the Society may in any particular case require a medical examination, the cost of which shall be borne by the Society. Should such examination indicate that an applicant or a dependant of an applicant is suffering from a pre-existing condition, the Society may refuse to admit applicant to membership, or may limit or exclude any benefit accruing to applicant or dependant.

Failure to disclose chronic illness may lead to expulsion from the Society once it is discovered.

- (b) All new members and/or new dependants from a selective group shall undergo a delay period of three (3) months before they may claim from the Society, nine months in the case of maternity confinement and twelve months in case of specialised dentistry and Reconstructive/Oral Surgery.
- (c) The delay period as per (b) above will be applicable to "Add on" at the time they are brought about in Scheme D.
- (d) The Society may at its discretion and special consideration, waive the provisions of rule 6 (3) (b) and (c).
- (e) The Society may at its discretion, waive provision of rule 6 (3)(b) and or 6(3)(c) in the case of the applicant being a dependant of a Member of this Society who has been a dependant for at least two years at the time of application for full membership.
- (f) All dependants other than new born babies registered within 48 hours of birth, who have not previously been members of the society in their own right or as dependants will be required to undergo the no claim period in accordance with the Rule3 (b) and (c) above.
- (g) All new members and/or new dependants suffering from a "chronic" pre-existing condition shall have a restricted cover of not less than two (2) years for related major medical/hospitalisation cover. The Society may refuse to admit applicant to membership if such applicant is deemed a potential high risk.

4)

- (a) The Society may, on application by a firm, company, admit such firm, company, or organisation as a Constituent Body, and extend membership of the Society to its employees.

The Society may also on application by an individual member as defined extend membership to individuals.

- (b) By signing Form B1 and Form B3 on application, the applicant and/or employee agree to accept and be bound by the Rules of the Society.
- (c) In the event of the any member or Constituent Body having prepaid subscriptions and desiring to withdraw from the Society and where no notice of termination has been given, no refund of any portion of his/her subscriptions shall be claimable.

- 5) Every Constituent Body shall receive a copy of the Rules. Payment by a member of his/her first subscription shall be deemed to constitute his acknowledgement and acceptance that he shall, on behalf of himself and his dependants, be bound by these Rules or by any amendments thereof.

- 6) A member leaving Botswana, or a member who is seconded by his employer to a subsidiary or associated Company which is not a Constituent Body, may continue as a member of the Society subject to all the rights and obligations of a member, provided that:

- (a) The Society may at its discretion agree that during such period of absence or secondment, not exceeding two years, rights and obligations of such member as a member of the Society shall be suspended.
- (b) Save where proviso (a) is applied, the Constituent Body shall remain liable for the collection of subscription.
- (c) The benefits payable to a member who is so absent shall not exceed the benefits to which he would have been entitled to had he remained in Botswana.

- 7) Nothing in these Rules shall be construed as altering in any way a Constituent Body's rights to terminate the services of an employee who is a member of the Society, or any agreement between the Constituent Body and the employee in regard to their specific Conditions of Service.

8)

- (a) Health/Medical Practitioners, Pharmacists, Physiotherapists, Dentists, Paramedical, Traditional healers and other allied Health Providers are eligible to join the Society and be bound by the Rules of the Society.
- (b) Health/Medical Practitioners, Pharmacists, Physiotherapists, Dentists, Paramedical, Traditional healers and other allied Health Providers and their family members/dependants shall be required to consult other Practitioners or specialists other than their partners or relatives to be eligible to claim medical benefits from the Society.

- (c) Health/Medical Practitioners, Pharmacists, Physiotherapists, Dentists, Paramedical, Traditional healers and other allied Health Providers shall be required by the Society to consult practitioners other than themselves, partners or relatives to be eligible to claim from the Society.
- (d) Pharmacists and co-directors shall not be supplied medicine and pharmaceutical supplies from their pharmacies.
- (e) Members shall be required by the Society to consult Health/Medical Practitioners and other Service Providers other than their relatives for their claims to be eligible for reimbursement.

7. WITHDRAWAL FROM MEMBERSHIP

Subject to the provision of these Rules:-

- 1) In the event of any member ceasing to be an employee of any of the Constituent Bodies, the employer shall notify the Society and he shall ipso facto cease to be a member and thereafter shall have no claim on the Society or its funds; provided, however that the Committee, may at its discretion, grant any such ex-member some relief on claims covering treatment received during the employment period; for not more than three months after the date of his ceasing to be a member. In the event of a member withdrawing through resignation or any other reason, benefits during the last financial year of membership will be reduced to one twelfth of a full year's benefits for every month of membership for which subscriptions are paid during the final year.
- 2) In the event where the company fails to notify the Society of members who ceased to be in their employ within one month prior to termination, it shall be liable for the accrued arrears.

8. PENSIONER MEMBER

The following special provision shall apply to Pensioner Membership, as defined by the Rules of the Society:-

- (1) An employee retiring from a Constituent Body on pension (normal retirement age 65 years) or who terminates his/her employment and who has at the date of retirement paid subscriptions to the Society for a minimum period of ten (10) years shall have the option at the date of retirement of applying for Pensioner Membership of the Society.
 - (a) Pensioner member is restricted to the principal member and spouse only
 - (b) Pensioner membership can only be granted where both the principal member and the spouse have attained the age of 65 years and where their full membership has been for an uninterrupted period of ten (10) years.
 - (c) Application for pension membership shall be made prior to termination of employment and any member who fails to timely make such application shall have to apply for new membership.
 - (d) An employee retiring from a constituent body on early retirement due to ill health (minimum age 45 years) who has to date paid subscription to the Society for a minimum period of ten years shall be able to apply for pensioner membership.
 - (e) An employee retiring from a constituent body and who does not qualify for pensioner membership shall be allowed at the date of retirement continue as a full member.
 - (f) Should a pensioner member decide to live outside Botswana, the Board may on application of such pensioner member prior to his departure from Botswana, agree that during the period of such member's absence from Botswana his rights and obligations as a member of the Society shall continue with a provision that all payments of subscription and/or claim refunds will however be in accordance with the Rules of the Society (Rule 16 (5)) and requirements of Botswana exchange control authorities
 - (g) The subscription for a pensioner member and spouse shall be the full contribution applicable to the member in consideration at the time of retirement. Where there are dependants other than the Spouse, subscription of such dependants shall be levied at full subscription rate applicable to those dependants.
- 2) Should a pensioner member be in arrears with payment of his/her subscription, his/her membership shall automatically cease.

9. EXCLUSION OF EMPLOYEES FROM MEMBERSHIP

Subject to the provisions of Rule 34, the Society may, notwithstanding the provisions of any other Rule, at the sole discretion at any time exclude from membership any member whom the Society considers guilty of abusing the privileges of the Society.

10. MEMBERSHIP CARD

Each applicant for membership of the Society shall complete membership forms as prescribed by the Society and give an address to which notices shall be sent. Upon acceptance he shall be given a Membership Card, which shall be accepted as prima facie evidence of membership. The validity of the membership card expires as soon as the member ceases to subscribe to the Society.

11. CONJUGAL CONDITIONS

Members marrying, divorced, or remarrying subsequent to joining the Society are required to notify the Society within 30 days thereof and to contribute at the amended rates from the first day of the month following the change in their conjugal status.

Members marrying or remarrying subject to joining the Society who fail to take action under this Rule, will render themselves liable to expulsion from the Society with forfeiture of all their claims.

12. BIRTH OF INFANTS

Constituent Bodies shall notify the Society within 48 hours of the birth of an infant, in order to permit registration as a beneficiary of the Society. Increased contributions in respect of new born babies shall be due as from the first day of the month of birth, (if date of birth is before or on the 15th of the month) or 1st day of the following month (if date of birth is after the 15th of the month) and benefits in respect of such infant shall accrue from date of birth provided that the Society has been notified of such a dependant within 48 hours from the date of the baby's birth. The payment of confinement claims may be withheld until such time as registration documents for infants concerned have been received.

13. SUBSCRIPTIONS

- 1) Subscriptions shall be fixed by the Board from time to time and every Constituent Body shall be given due notice of all changes.
- 2) There is no salary restriction to qualify for membership. Self employed, Entrepreneurs, Directors and Commercial farmers shall all fall under the highest income category where the scheme contribution is income based.
- 3) The Society may load the subscriptions of certain individuals or groups based on their risk profile.
- 4) Constituent Bodies shall ensure that all subscriptions due to the Society arising from their employees or themselves being members of the Society are paid before the 7th day of each month to which they apply. The Society shall be entitled to suspend the payment of the benefits to members in the employ of Constituent Bodies who are in arrears with payment of subscription.
- 5) Subscriptions are payable by method approved by the Society therefore:
 - (i) Constituent Bodies are required to contribute to the Society an amount equal to the subscriptions of their respective employees. In the event of an employer opting to contribute more than 50% of total contribution due, the Society is to be notified accordingly.
 - (ii) Individual members are required to contribute full rate applicable to the scheme.
- 6) Membership of Constituent Bodies and individual members who are in subscription arrears shall upon notice be terminated by the society.

14. LIABILITY OF MEMBERS AND CONSTITUENT BODIES

Subject to Rule 16(9), the liability of a Constituent Body shall be limited to the amount of its unpaid subscriptions; the liability of the member shall be limited to the amount of his unpaid subscriptions together with any sum disbursed by the Society on his behalf or on behalf of his dependants, which has not been repaid by him to the Society. Any amount owing by a member of the Society in respect of himself or his dependants may be recouped out of his remuneration from the employer by arrangement with the member. In the event of any member ceasing to be a member, any amount still owing by such member shall be a debt owing to the Society and recoverable by the Society.

15. BENEFITS

The maximum benefits shall be determined by the Board from time to time and every Constituent Body shall be given due notice thereof. The Society's financial year runs from January 1st to December 31st and the annual benefits relate to the same period. In the event of hospitalization and where the discharge date falls into the next financial year, the benefit shall be determined by the admissions date.

Should a member resign either by virtue of the fact that the Constituent Body resigns from the Society, or the member leaves the employ of the Constituent Body; benefits shall be reduced on a pro-rata basis.

Members shall be entitled to 90% of the accounts excluding government legislated taxes or levy, up to the specific tariff and benefit levels as detailed in the various schemes which shall be communicated to the members from time to time. However, the Society may pay a percentage other than 90% either for a benefit category or a particular scheme up to the specific tariff and scheme benefit levels, provided such arrangement has been approved by the Board of Management.

Claims shall be honoured subject to the provisions that the Society may require members to submit detailed medical report. Unless otherwise stated costs relating to the following benefit categories are reimbursable to member.

1) Dreaded Disease

All members subscribing under schemes specifically identified as schemes offering the dreaded disease cover shall be assisted under the dreaded disease benefit as per the BOMaid approved list and defined area of cover, up to a maximum as laid down by the Society from time to time, with all BOMaid Rules applying. The dreaded disease cover is limited to a once off cover per incident per membership life; thereafter maintenance treatment will be covered under the standard hospitalization benefit limit. Members are required to apply for pre-authorization and in event of emergencies the hospital or doctor will be required to present the case for review/assessment prior to proceeding with treatment. The dreaded disease cover shall not exceed the hospitalization overall limit.

2) Medical/ Surgical Hospitalization Benefits

Members shall be entitled to a medical/surgical hospitalisation cover within the benefit sub-limits as laid down in the Benefits Schedule from time to time

3) Maternity Benefits

Subject to Rule 15(17)(t), the cost of a confinement including pre and post natal treatment up to a rate laid down by the Society from time to time, of which every Constituent Body shall receive due notice. No benefit shall be paid during the first nine (9) months of membership.

4) Speech Therapy

The cost of treatment for speech therapy shall be covered to the benefit limit applicable and only if recommended by a medical practitioner to a registered speech therapist. The benefit is limited to rehabilitation therapy around a medical/surgical condition, hence excludes treatment related to developmental defect or educational problems. A referral letter will be required on each claim submission and every claim will be assessed individually. The Society will require the member to submit a detailed medical/therapist report.

5) Physiotherapy

The cost of treatment for physiotherapy shall be covered to the benefit limit applicable and only if recommended by a medical practitioner to a registered physiotherapist. A referral letter will be required on submission of each claim. The Society may require the member to submit a detailed medical report where necessary. The benefit cover is limited to treatment modalities, excluding all appliances.

6) Occupational Therapy

The cost of treatment for occupational therapy shall be covered to the benefit limit applicable and only if recommended by a medical practitioner to a registered occupational therapist. The benefit is limited to rehabilitation therapy relating to a medical/surgical condition, hence excludes treatment related to developmental defects and educational problems. A referral letter shall be required on submission of each claim and every claim will be assessed individually. The Society will require member to submit a detailed medical/therapist report.

7) Clinical Psychology

The cost of treatment for clinical psychology shall be covered to the benefit limit applicable only if the medical practitioner referred the patient to a registered clinical psychologist. This benefit is limited to rehabilitation therapy around a medical/surgical condition, hence excludes treatment and psychotherapy related to social, developmental and/or educational problems. The Society will require members to submit each claim with a referral letter and/or detailed medical/therapist report.

8) Optical/Ophthalmic Benefits

Members shall be entitled to the cost of ophthalmology consultation and treatment, optical appliances, and Lasik/Excimer Laser Refractive eye surgery. In the case of Laser surgery, referrals from a BOMaid approved Optometrists to Ophthalmologists/Specialists is required. The use of this benefit will nullify Optical benefit entitlement for the subsequent five financial years of membership. The optical appliances benefit is applicable over a two-year period.

9) Dental Benefits

Members shall be entitled to:

- (a) Basic Dentistry
Cost of conservative dental services, which shall include dental consultation, intra-oral, fillings, tooth extraction, cleaning and scaling, incision and drainage, prophylaxis and x-rays.
- (b) Specialized Dentistry
The cost of specialized dentistry shall include dentures, crowns, bridge, metal fillings and inlays, and root canal treatment. Crowns, bridges and dentures are covered once over a two year period. No benefits within the first twelve months of membership.
- (c) Reconstructive/Oral Dental Surgery
The cost of reconstructive/oral surgery shall include orthodontics, prosthodontics, periodontics , osscontegrated prosthesis implants, maxillo- facial and oral surgery. No benefits within the first twelve months of membership.

10) Out Patient Benefit

Members shall be entitled to an outpatient cover within the benefit sub-limits as laid down in the Benefits Schedule from time to time.

11) Appliances

Members shall be entitled to:

- (a) Claim for purchase of prescribed medical and surgical appliances up to a maximum laid down by the Society. A detailed report will be required on submission of a claim and every claim will be subject to individual assessment.
- (b) Cost of Wheelchairs/Crutches/Walking frames for permanently physically challenged persons up to maximum laid down by the Society. A detailed medical report will be required on submission of a claim and every claim will be subject to individual assessment.
- (c) Cost of hearing aids up to maximum laid down by the Society. A detailed medical report will be required on submission of a claim and every claim will be subject to individual assessment.

12) Acupuncture, Chiropractors, Homeopaths, Naturopaths and Traditional Healers

Members shall be entitled to the cost of these alternative treatments up to the maximum as laid down by the Society. In the case of Traditional Healers, they must be registered with the Traditional Healers Association of Botswana and approved by the Society. Cover for traditional healing shall strictly be limited to: Ngope, Thobega and Mototwane only.

13) Funeral Benefit

Members and beneficiaries shall be entitled to a funeral benefit as laid down by the Society from time to time. A copy of a death certificate shall be required for lodging a claim in accordance with Rule 16 (2) and (6).

14) All new members admitted during the course of a Financial Year shall be entitled to benefits mentioned above for the full year. No benefits will be allowed during the first three months of membership unless exempted in terms of Rule 6 (3)(d) and (e).

15) All reimbursement for treatment received by new dependants shall be in accordance with Rule 6(3)(b)(c) and (f).

16) In case of illness of a protracted nature, the Society shall have the right to insist upon a member or dependant of a member consulting a specialist whom the Society may nominate in consultation with the attending practitioner.

17) Exclusions

Unless otherwise decided by the Board, expenses incurred in connection with any of the following will not be paid by the Society.

- (a) The cost of testing the eyes except when undertaken by a medical practitioner or registered ophthalmologist or optometrist up to maximum as laid down by the Board.
- (b) All expenses where free hospitalization or treatment has been obtained or cost paid by another Insurance or Medical Scheme.
- (c) All costs of whatsoever nature incurred for treatment arising out of any injury or motor vehicle accident sustained by a member or a dependant and for which any other party may be liable unless the Board is satisfied that there is no reasonable prospect of the member or dependant recovering adequate damages from the other party. The decision of the Society as to whether to meet any claim or not shall be final.
- (d) Costs incurred for treatment of an illness or injury sustained by a member or a dependant of a member where in the opinion of the Board such illness or injury is directly attributable to failure to carry out the instructions of a medical practitioner or a specialist or are to negligence on the part of the member or dependant.
- (e) Expenses incurred by a member or dependants of a member in the case of or arising out of wilful self-injury, social problems, attempted suicide, substance abuse or injury disease incurred in breach of the law.
- (f) Purchase of over the counter medication in excess of annual limit, of "self medication" and which is not included in a prescription from a Medical Practitioner.
- (g) Holidays for recuperative purposes
- (h) Purchases of:
 - (i) Patent medicines and proprietary preparations
 - (ii) Bandages and band aids except where prescribed
 - (iii) Condoms and Abortifacants
 - (iv) Slimming preparation, tonics and appetite suppressants
 - (v) Sunglasses and protective eye wear;
- (i) Gynaecological procedures not performed/rendered in a hospital or inpatient setting.
- (j) Travelling expenses;
- (k) Pre-existing chronic ailments in accordance with Rule 6(3)(a)
- (l) Reconstructive Surgery for cosmetic or aesthetic purposes
- (m) Slimming treatments, face lifting, cosmetic plastic surgery and scars or keloids review.
- (n) Breast reduction and/or augmentation.
- (o) Claims not submitted within the time limit (see Rule 16 (6))
- (p) Claims incurred during initial waiting period (see Rule 6 (3)(b))
- (q) Artificial insemination, infertility and "Gifts"
- (r) Claims in respect of alcoholism and drug/narcotics addiction.
- (s) Claim in respect of HIV/AIDS and related illness where such a member is NOT registered under the Special Benefit Fund (SBF).
- (t) Maternity benefits for any dependant other than for member and/or member's spouse.
- (u) Cost of injuries sustained from participating in dangerous and professional sports. Such sports to include specifically parachuting, motor racing, bungee jumping or any other which may be defined as such by the Society.
- (v) Costs incurred by the donor in case of an organ transplant.
- (w) Any government legislated tax or levy as may be decided on by the Board of Management from time to time.
- (x) Any other exclusion that the Board of Management may decide upon from time to time and where due notice has been given to members.

18) Limitations

Investigation and treatment of:

- (a) Infertility shall be limited to an amount as shall be advised by the Society from time to time.
- (b) Organ Transplants will be limited to transplants of the following organs: heart, bone marrow and kidney only for the recipient and will exclude donor's costs;
- (c) Inpatient Psychiatric treatment shall be limited up to amount advised by the Society and up to normal drugs/consultation benefit limit in case of outpatient treatment.

(d) Motor vehicle accident cover shall be limited to an amount as shall be advised by the Society after assessment.

19) Rehabilitation

Costs of such treatment will be at the discretion of the Society in accordance with the Rules. Members are to make representation to the Society should they request/wish this cost to be covered. The Society may require a full medical report and may approve for costs to be covered within the overall hospital benefits.

20) Limits

In all categories of benefits any one family member may not claim in excess of the single member's limit.

21) Optional Scheme

Where the Society has more than one scheme in place, members joining via an employer may exercise the option to join any one of the schemes provided all the requirements by the Society in terms of the rules are met.

22) Interchange Between Schemes

(a) Interchange between schemes may only occur on an annual basis on the 1st January every year. Three months notice must be given to the Society (i.e. by end of September) where moving to a higher scheme and one month notice must be given where moving to a lower scheme.

(a) At least one year continuous membership of the Society unless otherwise approved by the Society.

(b) Members and/or dependants will be required to complete an application form and where necessary the member and/or their dependants may be required to undergo a full medical examination as stipulated by the Society;

(d) Acceptance for member 's application for scheme transfer will only be in writing by the Society.

23) Once "Add Ons" are brought about in scheme type DS and DH, they cannot be removed.

16. CLAIMS PROCEDURE

1) The member shall in every case be responsible for his/her medical account. The member must in all instances pay direct to the service provider his/her required portion of the bill. Where the member pays only a co-payment to the service provider, the service provider will be allowed to claim direct from the Society the balance outstanding on the bill up to the limit of the respective benefit category and in terms of the rules of the Society.

2) Where the member pays the full amount to the service provider the member may claim from the Society an amount up to 90% of the bill excluding government legislated taxes or levy within the limit(s) of respective benefit category and in accordance with the terms of the rules of the Society. For the purpose of lodging a claim with the Society the member will be required to forward direct to the Society or via his/her staff representative a claim as prescribed by the Society which shall reflect the following particulars:-

(a) The Membership number;

(b) The name of the member;

(c) The name of the patient;

(d) The type of the scheme;

(e) The name of the employer of the member;

(f) The date of service;

(g) The name of each service provider;

(h) The name, quantity and price in respect of each supply of medicine or requirement;

(i) Referral details;

(j) Government legislated tax or levy registration number where applicable;

3) For self-medication, acupuncture, chiropractors, homeopaths, traditional healers, and non-contracted providers the member shall pay the account in full and forward the original receipt and detailed invoice on a claim form prescribed by the Society.

4) The member shall be reimbursed by the Society for claims less a nominal deduction and/or any government legislated tax or levy subject to tariff limits and the maximum allowances applicable.

- 5) Any medical cost incurred outside Botswana will be paid at the discretion of the Society having regard to the current scale of charges for equivalent services in Botswana.
- 6) Any claim by a member or supplier shall be submitted to the Society as soon as possible but not later than the last day of the fourth month following the date of service. Failure to comply with this time limit will result in non-payment of accounts. Members or suppliers must write to the Society where there are claims that could be delayed beyond 4 month(s) period. This letter must be received before the end of the 4th month.

Where the Society has been advised of pending claims or the Society has requested additional information/documentation pertaining to the specific claim, submission of documents required to process the claim refund must be submitted to the Society within the current financial year

- 7) Members or suppliers shall furnish to the Society information in respect of claims as the Society may require.
- 8) Where a member has paid any account he/she shall in support of his/her claim submit a supplier's original receipt.
- 9) Where the Society has paid a benefit or portion of a benefit to which a member or supplier is not entitled to, the amount of any such overpayment shall be recovered by the Society from the member, or supplier respectively.
- 10) Accounts for treatment of injuries as a result of motor vehicle accidents shall be supported by a police report setting out particulars of the circumstances in which the injury was sustained.
- 11) Accounts in respect of Caesarean births shall be supported by a medical report.
- 12) The Society may stipulate that a claim be certified by a Medical Practitioner and/or staff Representative of the Constituent Body.
- 13) Accounts in respect of consultations by a specialist shall be paid at a general practitioner tariff with the exception of where the patient was referred for the specialist medical consultation.
- 14) In case of guaranteed Direct Payment the Society will pay up to 90 % or any percentage as approved by the Board of Management, excluding any government legislated tax or levy of the claim, directly to the supplier subject to the maximum benefit applicable and the member will pay the balance outstanding directly to the supplier of service.
- 15) All claims must be submitted in a form duly signed by the member and supplier as acknowledgement of treatment received or rendered. All rules from 16 (1) to 16 (15) will apply.

17. COMMUNICATION CHANNEL

- 1) The Society encourages communication directly between the Society and the member however communication may also be via the Constituent Body representative on matters relating to individual members.
- 2) Members, the Company or Staff Representatives shall strictly communicate with the Society by written correspondence. Reply by the Society shall also be in writing.

18. COMPANY REPRESENTATIVE AND STAFF REPRESENTATIVE

- 1) Each of the Constituent Bodies shall, from time to time, appoint one representative, to be known as the Company Representative, and the contributing members of each Constituent Body shall from time to time elect one representative, to be known as the Staff Representative who shall in his/her own right be a member of BOMaid.
- 2) During the month of January in each year each Constituent Body shall advise the Society of the name of the person appointed as Company and/or Staff Representative of that Constituent Body. If no change in representation is notified to the Society the existing Company or Staff Representatives shall be deemed to have been nominated or re-elected, as the case may be.
- 3) The appointment of the Company Representative or the election of the Staff Representative shall fall away if:

- (a) Being appointed by a Constituent Body, his appointment is revoked, or he ceases to be in its employ.
 - (b) Being a representative of the contributing members, he ceases to be a member of the Society or is removed or replaced by the members having elected him.
 - (c) His written resignation from office is received by the Society.
 - (d) He is declared insane, or incapable of managing his affairs.
 - (e) He is declared insolvent, or has surrendered his estate for the benefit of his creditors.
 - (f) He is convicted, whether in Botswana or elsewhere, of theft, fraud, or uttering of a forged document or perjury.
 - (g) He is removed by the Court from any office of trust on account of misconduct;
- 4) In the event of any Company or Staff Representative falling away at any time the Constituent Body or the members concerned may appoint or elect a new representative, as the case may be.

19. BOARD OF MANAGEMENT

- 1) The general business of the Society shall be under the control and supervision of the Board of Management. The Board shall consist of the Chief Executive Officer, who is employed by the Society, and shall be an ex-officio member and not less than six nor more than ten members. A maximum of six (6) members to be elected at the Annual General Meeting from Constituent Bodies and a maximum of four (4) members nominated by the Board of Management, to be ratified by members at the Annual General Meeting.
- 2) Members of the Board of Management shall be individuals or representatives of companies/bodies with no direct or indirect interest with any institution, firm, organisation or enterprise of any kind, that supply medical, dental, optical and pharmaceutical products or any other medical services to the Society.
- 3) The Board of Management shall be empowered to exercise all functions of the Society, and, in particular those functions required by law, other than such functions that require to be exercised by the Society in a General Meeting.
- 4) Retiring members shall be eligible for re-election subject to (18) below. The remaining members may act notwithstanding any casual vacancy in their number.
- 5) Nominations to the Board of Management shall be received by the Society not less than 7 days before the Annual General Meeting. If no fresh nominations are received within the stipulated time before the meeting, the retiring Board members shall be deemed re-elected.
- 6) The Board shall appoint from its number the Chairman and Deputy Chairman of the Society.
- 7) The office of a member of the Board of Management shall become vacant if he ceases to be either a Company Representative or Staff Representative, as the case may be.
- 8) The appointment of a Board of Management member who fails to attend two (2) consecutive Board meetings shall be terminated by a vote supported and approved by not less than fifty per cent (50%) of the Board members (excluding the Chairman)
- 9) The Board shall have the power to fill any vacancies that may occur during its term of office.
- 10) The Board shall meet every two months at such time and place as it may determine and a Special Meeting of the Board may be called at any time by order of the Chairman or Deputy Chairman, or at the written request of three (3) of its members.
- 11) Seven (7) days clear notice of a Board Meeting shall, except in case of emergency, as determined by the Chairman or Deputy Chairman, be given to each member of the Board. The non-receipt of any notice by any member or the non-existence of any supposed emergency shall not affect the validity of the proceedings at any meeting of the Board. The notice of the Board meeting shall be accompanied by an agenda together with all documents necessary for discussion and approval by the Board.
- 12) A quorum shall consist of not less than 50 per cent of the members of the Board for the time being.
- 13) The decisions of the Board shall be a majority vote of the members present and in the event of an equality of votes the Chairman of the Meeting shall have a casting vote in addition to a deliberate vote.

14) The Board may delegate any of its powers to a committee consisting of such of its members as it may nominate, provided that a committee so nominated, shall in the exercise of its power, conform to any rules or instructions that may be imposed on it or issued by to the Board.

The Board shall cause the proceedings of all the Annual and Special General and Board Meetings to be properly recorded, and the minutes of such meetings shall be laid before the first succeeding meeting of the Board. If the minutes of any such meeting are accepted as correct they shall be signed by the Chairman and shall be prima evidence of the facts stated therein.

15) Where an honorarium and/or a fee is offered to members of the Board of Management, such honorarium and/or fee shall be cleared/approved by the general members during a relevant membership forum.

16) All acts done by the meeting of the Board or of any person acting as a member of the Board shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Board or person acting as aforesaid, or that they, or any one of them, were disqualified, be valid as if such persons were duly qualified to be a member of the Board.

17) The Chairman and the Deputy Chairman, the members of the Board and every employee of the Society shall preserve and aid in preserving secrecy in regard to all matters that may come to their knowledge in the performance of their duties with the Society.

18) Non executive members of the Board of Management shall remain in office for a maximum period of two terms. Each term shall be for a period of two (2) consecutive years. Board of Management members shall not be eligible for appointment for a 3rd term of office. Upon expiry of a year after holding office, they may offer themselves for reappointment in line with the rules above.

20. DUTIES OF SOCIETY'S OFFICERS

1) Chairman

The Chairman shall be the Principal Officer of the Society. The duties of the Chairman shall be to preside and preserve due and proper conduct at Meetings and to see that the rules of the Society are properly administered. In the absence of the Chairman and Deputy Chairman of the Board from any Meeting, the Chairman will be elected from amongst the members present at such meeting.

2) Deputy Chairman

The Deputy Chairman shall act as Chairman in the absence of the Chairman.

3) The Chief Executive Officer

The Chief Executive Officer shall attend all Meetings of the Society and of the Board and any duly appointed Committee where attendance may be required, and shall be responsible for the submission for all statutory returns, shall be required to ensure proper recordings of proceedings of all meetings of the Society, the Board and duly appointed Committee, arrange for the collection of subscriptions, banking of funds, make payments as authorised by the Board, shall ensure the carrying out of all duties as are necessary for the proper execution of the business of the Society, and as the Board may direct.

21. POWERS OF THE BOARD

The Board shall have the power:

- 1) To purchase movable and immovable property for the Society and to invest its surplus capacity.
- 2) In respect of any monies not immediately required to meet current charges upon the Society, to lend, invest, put out on interest, place on deposit, make advances or otherwise deal with such monies upon such securities in the short term and to realise, vary, re-invest or otherwise deal with securities as it may from time to time determine, and in particular:-
 - (a) to make donations to any charitable, religious, provident, or cultural institution or to any hospital, nursing home, infirmary or home for aged persons;
 - (b) to contribute to any other Friendly Society or any fund of any kind whatsoever, which is conducted for the benefit of the employees of this Society for the benefit of such employees and their dependants; provided that any such Friendly Society or fund has been approved by the Commissioner of Taxes as an "approved benefit fund" under the Income Tax Act.

- (c) to borrow money on current account from the Society's bankers against the security of the society's assets.
- (d) to make ex-gratia payments to any of its members in order to assist such members to meet the cost of accounts incurred in excess of the normal medical benefit.
- (e) to appoint, dismiss and vary the terms of the employment of any officer or employee of the Society.

3) The Powers of the Board shall include any objective or business which may seem to the Society to be capable of being conveniently carried on in connection with the objectives of the society or calculated directly or indirectly to enhance the value of the society or to promote its objectives in any way whatsoever.

4) The Board may delegate some of its powers to the Chief Executive Officer.

22. DISCRETIONARY POWER OF BOARD

Any matters not specifically covered by these Rules shall be left to the discretion of the Board, and in case of doubt as to the strict meaning of the rule, the interpretation of the Board shall be binding upon the members and Constituent Bodies; provided that the decision of the Board shall not be inconsistent with these Rules.

23. SIGNING OF DOCUMENTS

The Board shall be empowered to authorise some of its members as it may approve from time to time, and upon such terms and conditions as may be approved by it, to sign any contract or other document binding the Society.

24. INDEMNIFICATION

Members of the Board and any other officer of the Society shall be indemnified by the Society against all losses of expenses incurred by them in or about the discharge of their duties, unless such losses or expenses are incurred as a result of their negligence, dishonesty or fraud.

25. FIDELITY GUARANTEE

The Board shall insure the Society or cause it to be insured against loss resulting from the dishonest or fraud of any of its officers (including members of the Board).

26. FINANCIAL YEAR OF THE SOCIETY

The financial year of the Society shall extend from the 1st day of January to the 31st day of December each year.

27. BOOKS OF ACCOUNT

The Board shall cause to keep such accounts, entries, registers and records as are essential for the proper working of the Society. The books of accounts shall be made up at the end of each financial year and shall be audited by the auditor of the Society.

28. ADMINISTRATION EXPENSES

The Board shall ensure that the administration expenses of the Society do not exceed 10% (percent) of subscriptions per annum, or such other percentage as may be agreed or approved by the Board from time to time.

29. BANKING ACCOUNT

The Society shall maintain banking accounts with a registered Commercial Bank. All monies received shall be deposited to the credit of one or other such account and all payments shall be made by cheque under the signature of any officers of the Society duly authorised by the Board.

30. SAFE CUSTODY OF SECURITIES

Any mortgage bond, title deed or other security belonging to or held by the Society shall, except when in the temporary custody of another person for the purpose of the Society, be kept in safe custody in a safe or strong room at the registered office of the Society or with any bank or building society approved by the Board.

31. AUDITOR

- 1) An auditor shall be appointed at each Annual General Meeting to hold office from the conclusion of that, until the conclusion of the next Annual General meeting. At any Annual General Meeting a retiring auditor, however appointed shall be deemed to be reappointed without any resolution being passed unless –
 - (a) he is not qualified for re-appointment; or
 - (b) at least 75 per cent of the representative actually present at such meeting vote in favour of the resolution appointing another auditor in his stead or providing expressly that he shall not be reappointed; or
- 2) Should the Society be without an auditor, for any reason, the Board shall, within 21 days as from the date of the vacancy occurring appoint a person to fill the vacancy.
- 3) The auditor of the Society shall have the right of access at all times to the books of accounts and vouchers of the Society, and shall be entitled to require from the offices of the Society such information and explanation as he thinks necessary for the performance of his duties.
- 4) The auditor shall make a report to the members of the Society on the accounts examined by him and on the financial statements laid before the Society in General Meeting.

32. GENERAL MEETING

- 1) Annual General Meeting
 - (a) The Annual General Meeting of Company Representatives and Staff Representatives shall be held not later than six months after the end of each financial year.
 - (b) The Notice convening the Annual General Meeting containing the agenda and the annual audited accounts must be circulated at least 21 days before the date of the Meeting to Constituent Bodies where it shall be placed on notice boards. The non-receipt of such by a Constituent Body shall not invalidate the proceedings at such a Meeting.
 - (c) The quorum shall consist of a number of Representatives exceeding at least twice the official number of Board members for the time being.

If a quorum is not obtained within half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be adjourned to the same day in the next week at the same time and place and the representatives then present shall form a quorum; provided that if the same day the next week is a public holiday the meeting shall be adjourned to the next succeeding day other than a public holiday.
 - (d) The said Annual audited accounts, together with a copy of the auditor's report shall be laid before the meeting.
 - (e) Notices of any resolution to be placed before an Annual General Meeting must reach the Secretary not later than fourteen days prior to the date of the meeting.
- 2) Special General Meeting
 - (a) The Board may call Company Representatives and Staff Representative for a Special General Meeting at any time on a 21 days' notice if deemed necessary.
 - (b) On the requisition of at least fifteen Constituent Bodies or fifteen members of the Society, the Board shall cause a Special General Meeting to be called within 31 days of the deposit of the requisition. The requisition shall state the objects of the meeting and shall be signed by all the requisitioners and deposited at the registered office of the Society.

Only those matters relevant to the objects of the Meeting shall be discussed.

- c) The quorum shall consist of a number of representatives exceeding at least twice the official number of Board members for the time being.

If a quorum is not present at a Special General Meeting called by the Board within half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be adjourned to the same day in the next week at the same time and place and the representatives then present shall form a quorum provided that if the same day in the next week is a public holiday the meeting shall be adjourned to the next succeeding day other than a public holidays; provided that if a quorum is not obtained at a Special General Meeting convened on the requisition of the Constituent Bodies or member within half-an-hour from the time fixed for the commencement of the meeting, the meeting shall be regarded as cancelled.

- d) Special General Meetings are required for a purposes enumerated in Rules 35 and 37 (1)(a).
e) For the purposes of passing any Resolution at a Special General Meeting, it shall be necessary that a majority of the representatives present should vote in favour thereof and that as many of the Constituent Bodies as represent 51 per cent of the total membership of the Society shall have lodged, prior to the meeting their written consent thereto.

Provided that where the windings of the Society is proposed, the provisions of Rule 35 shall prevail.

- 3) Except as herein otherwise provided the ordinary rules of procedure will apply to any General Meeting and the interpretation of the Chairman of the Meeting on any point of procedure shall be final.

33. VOTING AT GENERAL MEETINGS

Every member present or represented at a General Meeting of the Society and whose subscriptions are not in arrears, shall have the right to vote at the meeting. The Chairman shall determine whether voting shall be ballot or be a show of hands, provided that where the representatives are called upon to vote on any matter which affects rate of subscription, or the nature or extent of benefits, the voting shall be by ballot. In the case of resolution requiring a simple majority the Chairman shall have a casting in addition to a deliberate vote. A resolution so adopted shall be binding on all the member. On a show of hands or a ballot, each member represented shall be entitled to one vote.

34. WITHDRAWAL FROM THE FUND

A Constituent Body shall, on giving three months' written notice to the Society, terminate its membership to the Society; provided that the Society may in its discretion accept less than three months' notice. In the event of a member withdrawing through resignation or any other reason, benefits during the last year will be reduced to one-twelfth of a full year's benefits for every month of membership completed during the final year.

35. DISSOLUTION

- 1) The Society shall be dissolved only by order of a competent court or by a decision of representatives as provided for in sub-rule 35(3).
2) In the event of the dissolution of the Society in pursuance of an order of Court, the winding-up of the Society shall be effected in accordance with the conditions contained in the order.

The Society may be wound up with the consent of as many of the Constituent Bodies as represent 75 per cent of the total membership of the Society and by a resolution of not less than 75 per cent of the representatives personally at a Special General Meeting of which at least two month's clear notice shall be given, and at which Meeting not less than two thirds of the representatives shall be personally present.

- 3) Provided that if two-thirds of the representatives are not personally present at a Special Meeting called by the Board to wind up the Society within half-an-hour from the time fixed for the commencement of the meeting shall be adjourned to the same day in the next week at the same time and place and the representative then present shall form a quorum; provided that if the same day in the week is a public holiday the meeting shall be adjourned to the next succeeding day other than a public holiday.
4) If it is decided to wind up the Society:

the representatives shall appoint three liquidators, and in the event of a surplus existing after payment of all liabilities of the Society,

such surplus shall be paid to a fund or organisation with similar objects to those of the Society and approval by the Commissioner of Taxes as an “approved benefit fund” under the Income Tax Act. Under no circumstances is the surplus to be distributed to the members.

- 5) Alternatively the Society may, subject to similar consent required in terms of Rule 35 (3) and approval of the Commissioner of Taxes, amalgamate with, or transfer its assets and liabilities to, or take transfer of assets and liabilities from any other medical aid society or fund, such other medical aid society or fund having been approved by the Commissioner of Taxes as an “approved benefit fund” under the Income Tax Act.
- 6) Dissolution of the Society shall be subject to the requirements, if any, of the Commissioner of Taxes being met.

36. PERUSAL OF DOCUMENTS

- 1)
 - (a) a copy of the Rules of the Society shall be supplied upon application, free of charge, to every member upon enrolment as a member, and
 - (b) on demand by any member a copy of the latest Revenue and Expenditure Account and Balance Sheet shall be supplied to him.
- 2) Additional copies of the documents mentioned in sub-rule (1) shall be supplied by the Society on application and payment of a charge as laid down from time to time.
- 3) A member shall be entitled to inspect free of charge at the Registered Office of the Society, and to make copies of:-
 - (a) the rules of the Society;
 - (b) the last Revenue and Expenditure Account and Balance Sheet of the Society;

37. AMENDMENT OF RULES

- 1) Unless otherwise provided for in these rules, the Board shall be entitled to alter or rescind any rule or to make any additional rule:-

Provided that:

- (a) No alteration, rescission, or addition which affects the objects of the Society, or which increases the rates of subscriptions or decreases the extent of any benefit by more than 15 per cent during any financial year shall be valid unless it has been approved by a Special General Meeting as provided for in Rule 32(2).
 - (b) Any alteration, rescission or addition, which affects the rates of subscriptions or extent of any benefits, shall be supported by a recommendation of the Society’s Board.
- 2) Constituent Bodies shall be furnished with a copy of all amendments as soon as possible after registration thereof.
- 3) Notwithstanding anything contained in these Rules, the Board shall have the power to amend any of the Rules of the Society if required.
- 4) Any alteration, rescission or addition to the rules of the Society shall be subject to approval by the Commissioner of Taxes.

